

# **Memorandum of Understanding between Mountain View Whisman School District and Peninsula Bridge**

The Memorandum of Understanding (MOU) describes and confirms an agreement between the Mountain View Whisman School District and Peninsula Bridge. The purpose of this agreement is to describe the expectations and clarify the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of a year-round after school program for 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade Peninsula Bridge students in the Mountain View Whisman School District.

## **I. Description of Services and Purpose of Collaboration**

The purpose of the collaboration is to develop an effective and coordinated after school program for up to 67 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade Peninsula Bridge students from Graham, Crittenden, Landels, Castro, Monta Loma and Theuerkauf Schools in the Mountain View Whisman (MVWSD) School District.

The year-round program offers an extended learning day in math, language arts, design thinking and a focus on student success skills. The extended learning day is rigorous and engaging and is aligned with the Common Core standards. The goal is to strengthen the students' academic and social-emotional skills, provide a safe environment for student learning and exploration, where students are encouraged to develop their own opinions, ideas and arguments and strengthen collaboration, presentation and communication skills.

Peninsula Bridge Middle School Academy

1. Extended learning day with a focus on math and language arts.
2. Up to 67 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade students (Graham, Crittenden, Landels, Castro, Monta Loma and Theuerkauf Schools)
3. Mondays and Wednesdays: 3:30pm-6:00pm at Crittenden Middle School September 12, 2022 - May 18, 2023
4. Provide, curriculum, materials, staffing, transportation to operate the Middle School Academy
5. Student snacks provided by Peninsula Bridge
6. Transportation to Crittenden Middle School provided by Peninsula Bridge via KidzJet
7. Classrooms provided by Crittenden Middle School and the MVWSD
8. Recruitment and selection of students administered by Peninsula Bridge
9. Communication and outreach to students and parents provided by Peninsula Bridge

## **II. Terms of Understanding**

The MVWSD will contribute \$20,000 to operate the Middle School Academy. Peninsula Bridge will cover all remaining expenses to operate the program, estimated at \$145,000.

Peninsula Bridge will invoice MVWSD for \$20,000 to operate the Middle School Academy, to be paid in full in June of 2023.

Staff from the parties represented by this agreement will work to establish and sustain the services indicated.

All staff operating under this MOU will provide services to meet the needs of students, parents and schools.

The terms of the agreement begin on September 1, 2022 and will remain in effect until May 31, 2023.

### **III. School and District Obligations**

- A. The District will ensure that an appropriate administrator will be designated for assistance in implementing the Middle School Academy at Crittenden Middle School. The administrator will perform, but is not limited to the following functions:
- Serve as the liaison between district, staff, school site staff, and Peninsula Bridge.
  - District staff will help facilitate the process to gain access to classroom space, student information etc.
  - The District will provide student report card and student progress information to Peninsula Bridge for recruitment and placement purposes.

### **IV. Peninsula Bridge**

- A. Peninsula Bridge agrees to provide stated service in Section I. Activities outside those specified in the stated services (Section 1) will be determined jointly by representatives of the District and Peninsula Bridge (e.g.: field trips, etc.).
- B. Peninsula Bridge agrees to collaborate with the MVWSD staff in providing timely attendance reports, programming updates, student reports, and student outcomes data.
- C. Peninsula Bridge agrees that staff from the MVWSD may evaluate services provided by Peninsula Bridge pursuant to this MOU.
- D. Peninsula Bridge will ensure that there is a 20:1 student to supervisory staff ratio at all times.
- E. Peninsula Bridge will ensure that all staff in a supervisory position within a 20:1 ratio will fulfill the requirements for an instructional aide.
- F. Peninsula Bridge agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- G. Peninsula Bridge agrees to provide the District with a schedule and calendar of weekly activities and events.
- H. All Peninsula Bridge staff and volunteers must receive TB clearance and undergo federal criminal background checks, with clearance, prior to the start of the program. All Peninsula Bridge staff and volunteers must fulfill all district requirements for instructional aid if this person is in a supervisory position within the 20:1 student to staff ratio.
- I. Peninsula Bridge agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the mandatory reporting process.

### **V. COVID-19 Vaccination / Testing**

Peninsula Bridge agrees to the following COVID-19 vaccination/testing requirements with respect to any of its employees, agents, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)").

1. Before any Applicable Worker enters a District site to perform the Services, Peninsula Bridge shall verify that any Applicable Worker:
  - Is fully vaccinated. Fully vaccinated shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by the public health guidelines.

- Who has requested and obtained an accommodation from Peninsula Bridge from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the American with Disabilities Act (42 U.S.C. § 12101): or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to **daily** COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site, and that any such test demonstrates a negative COVID-19 test.
  - Peninsula Bridge shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.
2. Any Peninsula Bridge employee who does not fulfill these requirements will be declared ineligible to provide service on any District site until they submit the proper documentation.
  3. Peninsula Bridge's responsibility for Infectious Disease compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a District site, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of Peninsula Bridge.

#### **VI. Conflict Resolution**

The parties agree that differences of opinion regarding personnel or service practices will be discussed. If resolution is not obtained then, decisions will be made after discussion between MVWSD and Peninsula Bridge.

#### **VII. Non-Discrimination**

Peninsula Bridge and the District shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability as provided by State and Federal Law.

#### **VIII. Confidentiality**

The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws.

#### **IX. Liability Insurance**

Peninsula Bridge is insured through Nonprofits Insurance Alliance of CA (NFP):

1. General Liability Policy #202127704NPO – \$3,000,000 (General Aggregate Limit)
2. Property Policy #2021-27704-PROP
3. Umbrella Policy #2021-27704-UMB - \$1,000,000 (Each Occurrence)
4. Directors & Officers Policy #2021-27704-DO - \$1,000,000 (Each Wrongful Act)
5. Accidental Policy #MHH010307
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#### **X. Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

Each party is an independent contractor responsible for its acts and the acts of its officers, agents and employees. Each party agrees to indemnify, defend and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims or judgments arising from the acts of omissions of its officers, agents, and employees in connection with the performance of this agreement.

To the fullest extent provided by law, Vendor shall immediately defend, indemnify and hold harmless the District, including its employees, directors, agents, volunteers, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation reasonable attorney's fees and costs) arising out of this agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

On behalf of this organization I represent, I wish to sign this MOU and contribute to its further development.

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Cathy Baur, Chief Academic Officer  
Mountain View Whisman School District

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Date



05/27/2022

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Randi Shafton  
Executive Director, Peninsula Bridge

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Date