

## **Memorandum of Understanding (“MOU”) Between Acknowledge Alliance and Mountain View Whisman School District**

Acknowledge Alliance (“Acknowledge”), located at 2483 Old Middlefield Way, Suite 201, Mountain View, CA 94043 and the **Mountain View Whisman School District** (“MVWSD”), located at 1400 Montecito Ave., Mountain View, CA 94043, (650) 526-3500, agree to work cooperatively for the 2022-2023 school year, beginning project work on 01/27/23 and ending on 06/16/23.

Students and families facing significant and complex challenges – including poverty, trauma and adverse childhood experiences, neighborhood and community violence, exposure to drug and alcohol use/abuse, incarceration, immigration and legal status issues, divorce and blended family issues, high stress, and high academic expectations – and the school staff working with these students and families experience obstacles in the learning environment that impact the ability to focus on learning, teaching, and leading. By fostering healthy relationships, being aware of culturally responsive interventions, promoting the development of resilience, and focusing on the connections between emotions and learning as well as mental health promotion, students are more able to focus on learning, teachers are better able to respond to student needs, and administrators have more tools to be effective leaders. These changes on the individual and school-wide level can then lead to improved academic, social, and emotional outcomes for students, more engaged and resilient school staff, and more vital, healthy, and positive learning communities.

Acknowledge believes that by strengthening the caring capacity of the adults who influence children’s lives, children will develop lifelong resilience and social and emotional wellbeing. Our work is delivered by Resilience Consultants, who are mental health or education professionals, trained in our mental health framework, and members of the Acknowledge staff, who are recruited, trained, and supported to focus on the entire school community through a mental health lens that emphasizes relationships, resilience, strengths, cultural responsiveness, and prevention-focused mental health promotion.

Acknowledge’s Resilience Consultation Program (“RCP”) agrees to provide the following services:

### **School Site Services**

#### **Dedicated Resilience Consultant for 2 Elementary School Sites** (January start)

Starting in January, a Resilience Consultant will be on site (in person or virtual) at **two elementary school sites**, schedule to be determined, each for an average of one-half day per week, to meet and interact with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.
- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

*Fee: \$8,000 per elementary school (January start)*

**Dedicated Resilience Consultant for 1-2 Elementary School Sites (March start)**

Starting in March, a Resilience Consultant will be on site (in person or virtual) at **one to two elementary school sites**, schedule to be determined, each for an average of one-half day per week, to meet and interact with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.
- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

*Fee: \$6,000 per elementary school (March start)*

**Dedicated Resilience Consultant for Middle School Staff (weekly)**

A Resilience Consultant will be on site (in person or virtual) at **one middle school** an average of one day per week to meet and interact with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.
- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

*Fee: \$20,000 (January start)*

**Dedicated Resilience Consultant for Middle School Staff (monthly)**

A Resilience Consultant will be on site (in person or virtual) at **one middle school** an average of one day per month to meet and interact with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.
- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

*Fee: \$5,000 (January start)*

**TOTAL for School Site services: up to \$53,000**

## **Resilience Groups**

### **Leadership Resilience Group**

Acknowledge agrees to facilitate a Resilience Group for principals and assistant principals (in person or virtually), focused on building the resilience and knowledge base of social emotional learning as it directly relates to leadership of school communities. The facilitator, a senior Resilience Consultant, will support school leaders by providing

- Four (4) 90-minute monthly sessions for up to 8 principals or school leaders, beginning in the winter.
- Content based on input from participants and the facilitator. As needed, the Resilience Consultant will provide related handouts and materials.

### **Educator / Staff Resilience Groups**

Acknowledge agrees to facilitate up to three teacher groups (in person or virtually), focused on building the resilience and knowledge base of social emotional learning in the classroom. The facilitator, a senior Resilience Consultant, will support participants by providing

- Each group will meet for four (4) 90-minute monthly sessions for 8-10 educators and/or staff, beginning in the winter.
- The three groups will be split for prek-2, 3-5, and middle school staff.
- Content based on input from participants and the facilitator. As needed, the Resilience Consultant will provide related handouts and materials.

*Fee: up to \$8,000 total, \$2,000 per Resilience Group (half year)*

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## **Resilience Coaching**

A Resilience Consultant will be available to meet and interact with district employees on an as-needed basis (in person or virtual). These coaching sessions may include:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support for district management team, administrators, or coaches focused on supporting resilience in teachers and students.
- District employee support unrelated to site specific Resilience Consultation.

Sessions will be scheduled and coordinated by a senior Acknowledge staff directly with participating District staff. Each session includes time for pre-planning meetings, materials and other resource development, and post-session follow-up.

*Fee: up to \$9,375 total, \$375 per coaching session, open for up to 25 sessions*

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## **Professional Development Sessions**

### **Professional Development for District Staff**

Acknowledge staff can provide up to eight (8) 45-60 minute sessions through the academic year (in person or virtual) focused on a foundational understanding of trauma and stress cycles. In an effort to mitigate the effects of pandemic induced trauma, these sessions will provide information staff can use to better their own self-regulation and better attend to the emotional needs of their students. These sessions will be offered during district staff development days or during school site staff meetings. PD sessions for schools with a dedicated Resilience Consultant are included in school site fees.

*Cost: up to \$6,000 total, \$750 per session, up to eight sessions at individual school sites*

**TOTAL for MVWSD District Office services: up to \$23,375**

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**TOTAL for MVWSD Schools and District Office: up to \$76,375**

MVWSD agrees to actively participate with Acknowledge's Resilience Consultation Program in the following ways:

1. Allow Resilience Consultant(s) time for a brief introductory session at a staff meeting at the beginning of the year.
2. Provide Acknowledge staff working office space sufficient to provide confidential services and time with teachers and administrators not to conflict with their workday.
3. Support teachers receiving SEL lessons by providing time with the Resilience Consultant to coordinate schedule for delivery of lessons.
4. Participate in program evaluation and data collection; this may involve an independent evaluator's analysis or other evaluation activities for reporting purposes.
5. Ensure the Principal and/or other leadership will meet with the Resilience Consultation Program Director at least two times throughout the year for check-ins, reviewing of services, problem-solving, and planning for the following year.
6. Cite Acknowledge Alliance as the provider of relevant services on the school's website, using its proprietary material.
7. Understand that Acknowledge is providing consulting and counseling services under a proprietary model with propriety content (the "IP") and agree to not use the IP or solicit, directly or indirectly, any Acknowledge staff member during the term of this MOU or for a period of one (1) year after its termination.
8. Review and agree to Appendix A – Key Criteria for Partnership.

### **Fees and Payment**

Acknowledge Alliance's total fee for the services to be rendered under this MOU are up to \$76,375. Acknowledge will invoice MVWSD School District, and MVWSD School District shall pay Acknowledge, the fees in accordance with the following payment schedule:

1. \$53,000 due on February 10, 2023
2. Balance up to \$23,375 due April 22, 2023

**Other Terms**

All Acknowledge Resilience Consultants and Counseling Associates are required to follow Acknowledge’s Vaccination Policy and will provide proof of vaccination at MVWSD’s reasonable request. Either party may terminate this MOU at any time by giving thirty (30) days advance written notice to the other party; however, the parties may agree in writing to a shorter or longer period for the effectiveness of such termination, and Acknowledge Alliance reserves the right to recommend a longer transition to a termination date that respects the health of our clients. The terms of this MOU shall not be amended in any manner except by written agreement signed by both parties. This MOU shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

By signing this MOU, the parties acknowledge they will actively abide by its terms.

**FOR Acknowledge Alliance**  
501(c) 3 Non-profit Tax ID: 77-0393676

**FOR MVWSD School District**

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Sharon Navarro,  
Executive Director

Date

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Tara Vikjord  
Chief Human Relations Officer

Date

**Standard of Care:**

- Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Contractor’s Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor’s Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them. Contractor staff not licensed shall be supervised by a licensed clinician in accordance with California State law.

**Indemnification:**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly or partly by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties. The limit of Contractor’s liability under this Agreement is the amount paid to Contractor by the District.

**Confidentiality:**

Both parties and their agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**COVID-19 Vaccination / Testing:**

- Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor’s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants (“Applicable Worker(s)”):
  - Before any Applicable Worker enters a District site to perform the Services, Contractor 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 public health guidelines.
    - Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans 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 COVID19 testing for each and every day that Applicable Worker will perform Services on a District site(s), and that any such test demonstrates a negative COVID-19 test.
- Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon reasonable request. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District site(s) until they submit the proper documentation.
- Contractor’s responsibility for the testing/vaccination requirements herein and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a District site(s), 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 the Contractor.

**Appendix A:  
Key Criteria for Partnership**

Since 1994, Acknowledge Alliance has worked with schools to provide a wide range of support for students and educators. We have learned that the following key criteria are essential for success. Ours is a collaborative relationship and we want to ensure partners understand our philosophy, how we implement program services, and what is expected from partners and schools.

For successful Resilience Consultation and partnering at a school site:

- We are advisors to the school community about how to handle student and/or staff issues. We work collaboratively as a team, taking strategic approaches for both individual and school-wide matters.
- We focus on increasing the pro-social and resilience skills of students and educators.
- We rely on open communication about how and when social emotional issues arise. We collaborate on intervention approaches. At the same time, Resilience sessions are confidential and will not be disclosed to school personnel except when required by law.
- We view acting out behavior as a sign of distress and we can help staff think about consequences that are restorative, not punitive.
- We work collaboratively towards promoting a positive school climate through regular meetings between the Resilience Consultant and the Principal or a member of the administrative team.
- We approach goals and interventions that are made based on the needs of each individual student, teacher, or staff while also taking into account the whole school community.
- We work from a compassionate and strengths-based platform and look for our partner schools to do the same.