



## **MEMORANDUM OF UNDERSTANDING BETWEEN JUST READ AND MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

### **I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Mountain View Whisman School District (“MVWSD”) and Just Read (also known as JustREAD) [“CONTRACTOR”].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided to the students, and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services on school, sites (“Schools”) selected in Section II of the MOU.

### **II. Program Sites**

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

1. Crittenden Middle School
2. Monta Loma Elementary School
3. Theuerkauf Elementary School
4. Other schools in the MVWSD at the discretion of MVWSD and the CONTRACTOR.

### **III. CONTRACTOR Responsibilities/Scope of Services**

A. CONTRACTOR will provide the following services to MVWSD.

1. CONTRACTOR will provide one-on-one tutoring services and in-classroom tutoring services on campus during the school day, focusing on development of English literacy and math skills.
2. Tutors and Site Coordinators are adult volunteers from the local community. CONTRACTOR’s paid staff members are education professionals with teaching experience.

B. All CONTRACTOR personnel will comply with any policy and systems in place at MVWSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on MVWSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of MVWSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable MVWSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR agrees to alert MVWSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

C. **Required Documents**—CONTRACTOR will ensure that all personnel who will be on MVWSD premises have been: (a) fingerprinted and cleared with negative results; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test with negative results.

Results of Livescan service are reported directly to MVWSD, which is the reporting agency.

- D. **Communication**—Communicate with School(s) and MVWSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and MVWSD's mission and objectives and are adequately meeting students' needs. At the request of School(s) or MVWSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.
- E. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of MVWSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/programs, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

#### IV. Responsibilities of MVWSD

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.

- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress.
1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of MVWSD, provide CONTRACTOR access to student assessment data for all relevant students at School(s) including, but not limited to, California standardized assessment data and site-based assessments. Students identified may be protected by the use of ID numbers.
  2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

**V. Duration**

This MOU is for the 2017-2018 school year.

**VI. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VII. Hold Harmless/Indemnity**

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ (Print Name, Title)

\_\_\_\_\_ (CONTRACTOR)

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ (Print Name, Title)

\_\_\_\_\_ (MVWSD)