

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made on September \_\_\_\_\_, 2017, by and between **K-12 Team** of 3370 Kenzo Court, Mountain View, California 94040 and **Mariano Castro Elementary School (Castro)** of 505 Escuela Avenue, Mountain View, California, 94040 a school in the **Mountain View Whisman School District (MVWSD)**, of 750 San Pierre Way A, Mountain View, CA 94043 for the purpose of achieving the various aims and objectives relating to a 2017-18 Reading Program at Castro provided by K-12 Team (hereinafter referred to as "the Program").

**WHEREAS K-12 Team and Castro of the MVWSD** desire to enter into an agreement in which K-12 Team and Castro of the MVWSD will work together to complete the Program;

**AND WHEREAS K-12 Team and Castro of the MVWSD** are desirous to enter into a MOU between them, setting out the working arrangements that each of the partners agree are necessary to complete the Program;

### **Purpose**

The purpose of this MOU is to formalize and clarify the responsibilities and relationships between both parties from September \_\_\_\_\_, 2017 to June 8<sup>th</sup>, 2018.

### **Obligations of the Partners**

The above listed Partners agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Program and to demonstrate financial, administrative, and managerial commitment to the Program by means of the following individual services.

### **Cooperation**

The activities and services for the Program shall include, but not limited to:

#### **1) Services to be rendered by K-12 Team include:**

- a) Implementing an after school, research-proven reading intervention program for students chosen by Castro teachers and approved by Principal Lambert;
  - i) 1<sup>st</sup> and 2<sup>nd</sup> grade sessions will start on or about October 16th, 2017; will end on May 23<sup>rd</sup>, 2018; and will include up to 18 students in a combination class;
  - ii) Kindergarten sessions will start on or about January 17, 2018; will end on May 23<sup>rd</sup>, 2018; and will include up to 15 students;
  - iii) Sessions will begin immediately after the end of school for the respective grade levels;
  - iv) Kinder sessions will be 1 hour in duration, and the 1<sup>st</sup>/2<sup>nd</sup> combination sessions will be 2 hours in duration.

- b) Completing all required paperwork which is necessary for K-12 Team staff and volunteers to be on campus working with students, which includes providing negative TB tests;
- c) Providing data of the Program's initial assessment results in early October 2017;
- d) Providing an end of year summary, which includes each student's initial and ending assessment results on or before June 8, 2018;
- e) Providing, upon request, a status update on any individual student at any additional point in time during the Program;
- f) Providing communication directly with Principal Lambert regarding students' attendance and behavior, including:
  - i) Weekly communication of program attendance (cumulative), emphasizing students who registered, but are not attending the program on days they were present at school;
  - ii) Communication regarding any student whose behavior is beyond K-12 Team's ability to manage in a group setting without severe disruption to the remaining students' learning.

**2) Services to be rendered by Castro or MVWSD include:**

- a) (Castro/MVWSD) Providing parent permission slips, in collaboration with K-12 Team, with customary permission slip language, and including a checkbox if *not* permitting a photo release, and a checkbox to release all CELDT score information to K-12 Team;
- b) (Castro) Providing initial parent meeting with Principal Lambert discussing the importance of learning to read and emphasizing how much this program would cost if received outside of Castro at market rate (at least \$350/month for 1 two hour session a week + cost of materials);
- c) (Castro) Providing a daily email with the daily student absence report sent to K-12 Team contacts before the end of each school day;

**Resources**

**K-12 Team agrees to provide the following financial, material and labor resources in respect of the Project:**

- 1) Providing at least 1 trained tutor for every 6 students in the Program;
- 2) Providing each student the required consumable books for implementing the Program, in addition to providing the required non-consumable student materials,

consumable school supplies, and other resources required to implement a quality intervention program;

- 3) Providing each Program tutor/teacher with the appropriate teacher editions, training, and support to implement a quality intervention program;
- 4) Providing dry food snacks for students in grades 1 and 2, except for students receiving food provided by Beyond the Bell (BTB);
- 5) Providing liability insurance as outlined in Appendix A;

**MVWSD hereby agrees to provide the following financial, material and labor resources in respect of the Project:**

- 1) Providing tutor fingerprinting and background checks required by MVWSD that are beyond those previously completed by K-12 Team;
- 2) Providing a classroom after school for the combination 1<sup>st</sup> and 2<sup>nd</sup> grade class and a classroom for the Kindergarten class;
- 3) Providing up to 18 students from a combination of 1<sup>st</sup> and 2<sup>nd</sup> grades, ready to start after school sessions on or about October 16<sup>th</sup>, 2017;
- 4) Providing up to 15 students from kindergarten, ready to start after school sessions on or about January 17<sup>th</sup>, 2018;
- 5) Remuneration in the amount of \$5000.00 to K-12 Team, for materials and staff required to implement the Program for up to 33 students on \_\_\_\_\_ date.

**Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Program and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

**Indemnity and Insurance**

Refer to Appendix A for MVWSD's Facilities Usage Indemnity section and Insurance requirements.

**Dispute Resolution**

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement.

**Term**

The arrangements made by the Partners by this MOU shall remain in place from September \_\_\_\_, 2017 until June 08, 2018. The term can be extended only by agreement of all of the Partners.

**Notice**

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Governing Law**

This MOU shall be construed in accordance with the laws of the State of California.

**Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Amendment**

This MOU may be amended or supplemented in writing, if the amended MOU is signed by both parties obligated under this MOU.

**Severability**

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Prior MOU Superseded**

This MOU constitutes the entire MOU between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Partners of this MOU that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Program.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Program.
- f. This MOU will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this MOU by providing written notice to other Partner.

The following Partners support the goals and objectives of the 2017-18 After School Reading Program:

**Signatories**

This Agreement shall be signed on behalf of K-12 Team by Carol Nunnally, Founder, and on behalf of Mariano Castro Elementary School of Mountain View Whisman School District by \_\_\_\_\_. This Agreement shall be effective as of the date first written above.

\_\_\_\_\_  
K-12 Team  
By Carol Nunnally, Founder

\_\_\_\_\_  
Mariano Castro Elementary School of Mountain View Whisman School District  
By \_\_\_\_\_, its \_\_\_\_\_

## **Appendix A**

### **Indemnity**

Applicant agrees to defend, indemnify and hold harmless the Mountain View Whisman School District, its officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained by any persons(s), firm(s), corporation(s), including the district, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of District's facilities, including school or District parking lots and walkways, furniture or equipment or other use as requested by the Applicant, or from any occurrence in or on the demised premises, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the Applicant in the performance of any covenant or agreement on the part of the Applicant to be performed pursuant to the terms of this use, or arising from any act or negligence of the Applicant, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case any action or proceeding is brought against the District by reason of any such claim, the Applicant, upon notice from the District, covenants to resist or defend at Applicant's expense such action or proceeding by counsel reasonably satisfactory to the District. The term "facilities" as used in this agreement shall include any adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees, employees, or agents of the Applicant.

(1) Applicant further agrees to retain responsibility for any loss, theft or damage to Applicant's or its users' equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with Applicant's use of District's facilities.

(2) Applicant further agrees and promises that he/she will not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the Mountain View Whisman School District in any movie film, film production or commercial venture the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene or injurious material, or is subversive in any way.

(3) Applicant further agrees to surrender the premises and facilities to the District at termination of the use period specified in the Application in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the Applicant, shall be removed from the premises at termination of the use period.

(4) Applicant shall be responsible for any damage to District property, arising from Applicant's or its users' use of District facilities, and shall promptly reimburse the District for repair or replacement as billed.

### **Insurance**

Applicant agrees to procure and maintain required insurance limits during the life of any approved facility use permit. The Mountain View Whisman School District shall be named as certificate holder. An endorsement page naming Mountain View Whisman

School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least fifteen (15) calendar days prior to the use of the District facility.

General Commercial Liability  
Each Occurrence \$TBD  
General Aggregate \$TBD  
Personal Injury \$TBD  
Fire Damage \$ TBD  
Medical Expenses \$ TBD