

Memorandum of Understanding Regarding Provision of Services for Family Resource Center at Napa Junction Elementary School (2020-2025)

This is a Memorandum of Understanding ("MOU") entered into between the Napa Valley Unified School District ("NVUSD") and On the Move ("OTM") on this 7th day of June, 2019. This MOU will become effective upon its execution by authorized representatives of NVUSD and OTM, and upon its approval by the Board of Trustees of NVUSD.

Recitals

1. The Napa Valley Unified School District operates the Napa Junction Elementary School in American Canyon, California.
2. NVUSD will construct a Family Resource Center ("FRC") at the new Napa Junction Elementary School site. NVUSD anticipates that construction of the new school site will be complete and the FRC will be operational at the beginning of the 2020-2021 School Year (*i.e.*, August 2020).
3. On The Move is a non-profit corporation. OTM's Neighborhood Initiative is a place-based effort to shift the academic and professional trajectory of children attending McPherson, Phillips and Shearer Elementary Schools in Napa, California. School-based family resource centers support family health and wellbeing while promoting parent education, engagement and leadership.
5. Based upon OTM's prior experience, the Napa Valley Vintners have requested that OTM operate the FRC at Napa Junction Elementary School as a condition of the capital funding agreement for the facility, for the first five years of the FRC's operation.
6. NVUSD intends that OTM shall operate the FRC to be constructed at the new Napa Junction Elementary School site for the first five years of the FRC's operation, subject to the conditions set forth herein.

NOW, THEREFORE, the Napa Valley Unified School District and On The Move agree as follows:

1. Duties and Responsibilities of NVUSD. NVUSD will construct a Family Resource Center at Napa Junction Elementary School in compliance with each of the terms and conditions of its agreement with the Napa Valley Education Foundation (the "Foundation") dated June 7, 2019 ("Capital Funding Agreement"). A general description of the FRC to be constructed is attached to this MOU as Exhibit A. NVUSD's duties under this MOU are contingent on the Foundation's performance of its obligations under the Capital Funding

Agreement and on OTM's performance of its duties and responsibilities under this MOU.

2. Duties and Responsibilities of OTM. Except as provided in paragraph 4, OTM will operate the Family Resource Center at Napa Junction Elementary School for a period of five years, beginning on or about August 1, 2020 or the date on which the construction of the FRC has been determined to be complete by all local and state regulatory authorities and ending on June 30, 2025 (the "Initial Term"). OTM is responsible for leading efforts to secure operational funding for the FRC during the Initial Term. NVUSD shall cooperate with those efforts.

3. Status of OTM. In carrying out the duties and responsibilities of this MOU, OTM is an independent contractor and is not an employee, agent, or volunteer of the NVUSD. No employee or member of the Board of Directors of OTM shall be considered, under any circumstances, to be an employee, agent, or volunteer of the NVUSD while carrying out the duties and responsibilities of this MOU.

4. Annual Operational MOUs. Prior to the commencement of the Initial Term, the District and OTM shall enter into an Operational Memorandum of Understanding ("Annual Operational MOU") with an initial one-year term, defining the specific services to be provided at the FRC for the 2020-2021 fiscal year, the specific duties and responsibilities of OTM and NVUSD related to the operation of the FRC during the 2020-2021 fiscal year, annual objectives for the FRC, and the parties' expectations regarding how FRC operations shall be funded for the 2020-2021 fiscal year. A new or renewed Annual Operational MOU for the subsequent fiscal year shall be entered prior to August 1, 2021, and annually thereafter, subject to revision as part of the Annual Evaluations set forth in this MOU.

5. Annual Evaluation and Renegotiation of Annual Operational MOUs. (a) On or before June 30, 2021 and annually thereafter, a representative of NVUSD and a representative of OTM shall meet to discuss the previous school year's operations at the FRC. The purpose of this evaluation is to determine (i) whether adequate funding is available to continue operating the FRC in the next school year; and (ii) what changes, if any, the NVUSD requests in the operations of the FRC.

(b) Following the Annual Evaluation, the parties shall either renew the previous year's Annual Operational MOU or enter a new Annual Operational MOU for the subsequent fiscal year, based on the matters discussed in the Annual Evaluation

5. Termination. (a) OTM may terminate this MOU by giving 30 days' written notice to NVUSD if either (i) adequate funding is not available to continue operating the FRC in the next school year; or (ii) NVUSD requests changes in the operation of the FRC that OTM believes, in its reasonable judgment, are not consistent with the goals and objectives of the FRC.

(b) NVUSD may terminate this MOU by giving 30 days' written notice to NVUSD if: (i) adequate funding is not available to continue operating the FRC in the then-current or the following school year; (ii) OTM has materially failed to perform its obligations under this MOU or the then-current Annual Operations MOU; or (iii) a material change in conditions renders continued operation of the FRC under this MOU unfeasible. NVUSD may not terminate this MOU in a manner that causes OTM to breach or otherwise be in default of an agreement with a funder of the FRC.

(c) The parties may mutually terminate this MOU by mutual consent.

(d) This MOU shall expire at the end of the Initial Term. After the Initial Term, the parties may, but are not obligated to, negotiate a new MOU for continued operation of the FRC by OTM beyond the 2024-2025 fiscal year.

6. Indemnification and Insurance. OTM shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of OTM's activities under this MOU, or from acts or omissions of any person(s) employed by OTM, to the full extent authorized by law. OTM agrees, during the term of this MOU, to maintain at its sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide NVUSD with certification upon request. OTM acknowledges that NVUSD is not the employer of OTM or its employees, and that OTM's employees are not covered by the District's Workers' Compensation insurance. NVUSD shall indemnify and hold OTM harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of NVUSD's ownership of the FRC, or from acts or omissions of any person(s) employed by NVUSD, to the full extent authorized by law. NVUSD agrees, during the term of this MOU, to maintain at its sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide OTM with certification upon request.

7. Governing Law and Enforcement. This MOU is governed by the laws of the State of California. The waiver by NVUSD of any breach of this MOU shall not be deemed a waiver of any subsequent breach of this MOU. Any and all disputes, claims or controversies arising out of or related to this MOU, including shall be resolved by arbitration. An arbitration decision or award will be final and binding, and a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any

applicable administrative remedy. The parties will split the expense of arbitration equally.

8. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this MOU will not in any way be affected or impaired.

SIGNATURES

A handwritten signature in cursive script, reading "Alissa Abdo", written over a horizontal line.

Alissa Abdo
On The Move, Executive Director

Rosanna Mucetti
Napa Valley Unified School District Superintendent

EXHIBIT A
[DESCRIPTION OF FRC TO BE CONSTRUCTED]

Located on the school campus, Napa Junction Family Resource Center (FRC) will provide services to American Canyon residents, students and parents. The FRC will act as a hub for activity at the school, facilitating the development of shared outcomes, partnerships between the school and local community resources, services to promote family stability and opportunities for leadership development and community building. All partners will have an integrated focus on academics, health and social services, youth engagement, leadership and community development, which leads to improved academic achievement, stronger families and a healthier community.

Programs and services will be created in collaboration with residents and parent leaders to meet needs in the following areas:

- Family Stability
 - Crisis intervention, safety-net services, application support and information and referrals for social services
- Parent Education, Engagement and Leadership
 - Capacity building courses (i.e. ESL, GED, Citizenship, technology), health and wellness curriculum, courses to educate parents on school consumer and advocacy skills and opportunities for school volunteerism and leadership.