

Memorandum of Understanding NVUSD & On the Move for 2019-2020 School Year

This is a Memorandum of Understanding (MOU) between On the Move (hereafter referred to as 'OTM') and Napa Valley Unified School District (hereafter referred to as 'NVUSD') for the term of one year from July 1, 2019 to June 30, 2020. The MOU pertains to the proposed services provided at Willow Elementary School, Shearer Elementary School, Phillips Elementary School, McPherson Elementary School, Snow Elementary School, Silverado Middle School, Harvest Middle School, and Napa High School.

The parties to this MOU agree as follows:

This agreement may be terminated by either party with no later than 30 days prior to the scheduled event. If termination occurs after that time, the terminating party shall be responsible for compensation of reasonable expenses incurred in preparation for the partnership by the other party. This agreement may be extended for a period of 12 or 24 months by written agreement of both parties.

NVUSD will provide:

- A single point of contact between school sites and OTM.
- A primary NVUSD liaison who will remain informed on the programs and services
- Year round use of space for FRC offices, classes and gatherings to include occasional weekends as needed to provide participant support and engagement activities
- Advertisement, outreach and recruitment support for programs, activities and services
- Opportunities to share successes and progress through NVUSD/school publications
- Support with funder site visits as appropriate

All partners will:

- Attend scheduled collaborative meetings, to report on, share information, report progress, and discuss challenges.
- Support all outreach efforts for participants
- Participate in year-end evaluation process and planning for ongoing services.

NVUSD Funding Support of \$165,000 (\$130,700 District Supplemental and \$34,300 from site Budgets).

- Phillips Elementary School - *Family Resource Center Coordinator (FRC)*
- McPherson Elementary School- *Family Resource Center Coordinator (FRC)*
- Shearer Elementary School- *Family Resource Center Coordinator (FRC)*
- Willow Magnet Elementary School - *Napa Valley Parent University (NVPU) Site Coordinator*
- Snow Elementary School - *Napa Valley Parent University (NVPU) Site Coordinator*

	Site Portion		District Portion
PH	\$15,000 <i>magnet</i>		\$37,759
McPH	\$0		\$37,759
SH	\$5,000 <i>OTM?</i>		\$37,758
WE	\$14,300 <i>magnet</i>		\$0
SN	\$0		\$17,424
Site	\$ 34,300	NVUSD	\$ 130,700

Youth Leadership Academies (YLA):

- Napa High - *Leadership Academy (LAYLA) Teacher* (0.4 FTE SH Cowell, 0.4FTE On The Move, 0.2FTE NHS)
- Harvest Middle School - *Leadership Academy Teacher* (0.2 FTE Harvest Middle-Site Funding)
- Silverado Middle School - *Leadership Academy Teacher* (0.2 FTE Silverado Middle-Site Funding)
- McPherson Elementary- *Leadership Academy Teacher* (Paid through NVUSD EWA not to exceed \$7,000. Funded by SH Cowell)
- Phillips Elementary- *Leadership Academy Teacher* (Paid through NVUSD EWA not to exceed \$7,000. Funded by SH Cowell)
- Shearer Elementary- *Leadership Academy Teacher* (Paid through NVUSD EWA not to exceed \$7,000. Funded by SH Cowell)

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On The Move - Scope of Work:	
Services Provided	Responsibilities
<p>OTM: Napa Valley Parent University (NVPU) OTM: NVPU will provide a minimum of 12 courses at each school site such as English as a Second Language (ESL) courses, Basic Computer classes, and self-empowerment courses for adult participants.</p> <p>All of the courses will utilize/provide:</p> <ul style="list-style-type: none"> • Provide expertise in developing appropriate classes, recruiting instructors and training parent leaders • Evaluation: One-time class surveys and pre/post assessments • Child care for each course by OTM staff who have received background checks and are CPR/First Aid Certified • Provide outreach support for classes to targeted families • Provide participant registration and enrollment for classes <p>OTM: Family Resource Center</p> <ul style="list-style-type: none"> • Provide case management support to families including families needing immediate basic needs assistance, family financial supports, Medi-Cal applications, low income housing applications, immigration services, tax preparation, and public benefit eligibility • Provide leadership development and coaching support to individuals in order to lead programs, classes, school events, and actively participate on school/District committees • Support the recruitment of onsite parent leadership opportunities (ex. PTO, ELAC, DELAC and School Site Council representatives • Organize on site volunteer engagement opportunities for families including events and activities, recruiting volunteers, and recognition and appreciation events • Provide referral system to NVUSD administrators, teachers and parent liaisons for the following services: family financial supports, Medi-Cal applications, low income housing applications, immigration services, tax preparation, and public benefit eligibility 	<ul style="list-style-type: none"> • Develop processes for participant engagement, input and decision making. • Develop and maintain data management system for programs and services provided • Complete background checks for staff • Provide marketing materials for distribution. • Provide information and referrals for appropriate programs and services: <ul style="list-style-type: none"> - Educate participants about the services provided - Answer questions regarding services provided - Explain eligibility and participation requirements of services provided - Make formal referrals to relevant programs and services • Provide comprehensive support to participants who enroll in services, including: <ul style="list-style-type: none"> - 1:1 case management and coaching - Workshops, information sessions and classes • Identify and develop parent leaders • Oversee all aspects of the programs • Provide administrative support for the programs • Manage finances related to the programs • Identify, develop and administer funds from other funding sources • Document, evaluate and report on program outcomes

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<ul style="list-style-type: none"> • Provide training support to NVUSD parent liaisons regarding volunteer engagement and management, public benefit resources, and community resources • Participate in District/Site meetings as requested (ex. Family Support Team meetings, Learning Collaborative Leadership Team, etc.) • Support school wide events as requested <p>OTM: Youth Leadership Academies</p> <ul style="list-style-type: none"> • Youth Leadership Academies will provide targeted supports to students from 4th – 12th grades; Leadership Development, Community Building, Community Engagement and Collaborative Projects. 	<p>OTM: Youth Leadership Academies</p> <ul style="list-style-type: none"> • Provide a full-time Youth Leadership Academy Coordinator and a full-time Program Manager to support Teaching staff and overall program development • Provide funding to NVUSD for 0.4 FTE Youth Leadership Academy Social Science Teacher at Napa High School
Reporting	Outcomes
<ul style="list-style-type: none"> • Napa Valley Parent University: Monthly reporting to NVUSD of the following information at each of the above mentioned school site: <ul style="list-style-type: none"> ○ Number of participants at parent education classes and workshops ○ Description of parent education classes ○ Outreach activities, total impressions through <ul style="list-style-type: none"> ■ Flyers ■ Telephone calls ■ other announcement of site activities to families • FRC: Referrals to the McPherson, Phillips & Shearer FRC from other NVUSD schools including middle and high schools for the purposes of further collaboration and planning to meeting the needs of the larger school community. 	<ul style="list-style-type: none"> • OTM: will work collaboratively with NVUSD and other entities to create a comprehensive system of parent engagement that supports closing the achievement gap. • NVPU: will provide participants with the tools and knowledge to become more involved in their children's education. Through the classes offered at six elementary schools, the program will help create a campus culture of volunteerism and parent leadership while serving as the gateway to mobilize parent participation in the classroom. Participants will learn how to support their child's literacy, gain computer skills and improve their English. • FRC: The family resource centers will provide opportunities for family participants and the neighborhood community to learn, advocate, make social connections, increase health and well-being and build community leadership so that families have the resources to realize their strengths to determine and shape their own futures. • YLA: Provide programming that sets high expectations, college/career preparedness, builds leadership skills, and strengthens students' connectedness to the school. Students will receive instructional curriculum in leadership development, with an emphasis on 21st Century Skills, including the 4C's (Communication, Collaboration, Critical Thinking, and Creativity). Students will also learn about and engage with topics around community building, current events, social issues, mental health/wellness, identity, and relationships.

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GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant 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 Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's 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 District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: Napa Valley Unified School District 2425 Jefferson Street Napa, California 94558	CONSULTANT: On The Move 780 Lincoln Ave. Napa, CA 94558
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6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.

7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.

8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or compiled by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file the federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.

16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that 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.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

<i>Alma City</i> Contractor On The Move Date <u>6/5/19</u>	<i>Flawana Mueh</i> NVUSD Signer Date <u>6/13/19</u>	
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