

NAPA COUNTY OFFICE OF EDUCATION
2121 Imola Avenue, Napa CA 94559

Memorandum of Understanding

This agreement for personal or subcontract services and/or advice is hereby entered into between
the **NAPA COUNTY OFFICE OF EDUCATION**
hereinafter “NCOE” and:

Contractor: **Napa Valley Unified School District**

Attn: Chief Financial Officer

Street: 2425 Jefferson Street City: Napa State: CA Zip: 94558

Telephone #: (707) 253-3715

Taxpayer I.D. #: 52 155 0087

hereafter known as “NVUSD.”

RECITALS

- A. NCOE has received grants for Prevention, Health and Wellness work to be provided to students in Napa County.
- B. NCOE and NVUSD both desire for the funded grant programs to benefit the students of NVUSD and for services to be provided to them within NVUSD’s schools and facilities.

AGREEMENT

1. TERM

The term of this Agreement shall be for one year commencing on **October 11, 2019** and ending on **June 30, 2020**.

2. COMPENSATION/ADMINISTRATIVE FEES

This is a no cost agreement between NVUSD and NCOE.

3. SCOPE OF SERVICES

NCOE is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the **NVUSD**. NCOE shall satisfactorily complete

activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

NCOE understands and agrees that **NCOE** and all of its employees or subcontractors are not employees of the **NVUSD** and are not entitled to benefits of any kind or nature normally provided employees of the **NVUSD** and/or to which **NVUSD** employees are normally entitled. **NCOE** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NVUSD** on behalf of **NCOE** or its employees or subcontractors. **NCOE** is responsible for maintaining appropriate tax related records.

NCOE shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement except as expressly set forth herein.

4. PERFORMANCE

In the performance of the work herein contemplated, **NCOE** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NVUSD** being interested only in the quality of the services and the results obtained.

NCOE shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NVUSD** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **NCOE** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

5. INDEMNIFICATION

NCOE agrees to hold harmless, indemnify and defend **NVUSD** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement except to the extent caused by the negligence or willful misconduct of **NVUSD**. **NCOE** also agrees to hold harmless, indemnify and defend **NVUSD** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **NCOE** in connection with the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of **NVUSD**.

NVUSD shall hold harmless and indemnify NCOE and its officers and employees, from all damages of every nature and description to the extent caused by the negligence or willful misconduct by NCOE related to its performance under this Agreement.

6. INSURANCE

During the term of this contract and any extension or modification thereof, **both NCOE and NVUSD** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$2,000,000 combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, either party will provide the other with a certificate of insurance and an endorsement page naming the other party, its Board of Trustees, officers, employees, volunteers and students as additionally insured. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to the other party.

7. TERMINATION OF CONTRACT

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination.

8. WORK TO BE PERFORMED

Services to be rendered and responsibilities of each party are described in attachments "A-E", which are incorporated herein by reference.

9. MISCELLANEOUS

This Agreement is governed by the laws of the State of California and represents the entire understanding by and between NVUSD and NCOE as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

NCOE

NVUSD

Deputy Superintendent

NVUSD /Officer

Joshua Schultz

Print Name

Print Name

Date

Date

**Data Use Agreement between the Napa County Office of Education
and the Napa Valley Unified School District**

**Scope of Work
October 2019-June 2020**

ATTACHMENT “A”

This Data Use Agreement includes information for a variety of programs and grants from October 11, 2019 through June 30, 2020.

Data Use Agreement: Napa County Office of Education (NCOE) will be provided direct electronic access to data, including DataZone, AERIES, DIBELS data, SRI/SMI data, SchoolCity, and other sources of student information from the Napa Valley Unified School District as needed to respond to District and funder requests.

NCOE agrees to maintain the confidentiality of student records in accordance with all applicable state and federal laws and regulations (e.g., FERPA). Electronic data will be secured and password-protected and any hard copies of data files with identifying student information will be kept in a locked file cabinet.

Napa County Office of Education
Foster Youth Services & Homeless Assistance
Napa Valley Unified School District 2019/20

ATTACHMENT “B”

In order to meet the Goals and Objectives of the NCOE Countywide Foster Youth Services Grant, and the Homeless Assistance Act for Children and Youth, this attachment describes the details of the agreement for NVUSD personnel to work with NCOE personnel to address the following Outcome Measures.

WORK TO BE PERFORMED:

- 1. Decrease time from referral and review of foster youth in need, to support services provided.** Baseline data collected in September to determine those in greatest need of academic or other support services. Students will be served according to their need, and tracked for improvement.
- 1. Provide students in foster care with ongoing assessment to address individual need through case review and referral.** Students at pre-determined milestones will be assessed and targeted for services. Referrals to appropriate programs as needed or indicated.
- 2. Improve academic success for foster youth by increasing completion of academic programs.** Increase number of foster youth completing high school. Provide support for students to accomplish this milestone. Refer foster youth to services post-high school such as college, vocational programs, and community services. Decrease pupil disciplinary actions.
- 3. Identify and serve students qualifying as homeless.** Create a query to identify students identified as homeless in registration packet at start of year. Create system to identify students who become homeless during the school year.
- 4. Assess and serve.** According to Board Policy, provide assistance as needed, and as directed by the state, to assist students with transportation needs, and to remove barriers to education success. This year, NCOE will actively participate in the development of a countywide transportation agreement.
- 5. Raise awareness among school staff of the unique needs and circumstances that may interfere with education success for students in foster care or experiencing homelessness.**
- 6. Teach foster youth to advocate for themselves.** Create and distribute support materials for foster youth regarding their rights and responsibilities.
- 7. Collaborate with school site staff and community agencies and staff** involved in the student's life, to determine interventions, support, or follow-up appropriate to succeed in school.

The NVUSD will identify a contact for NCOE personnel to meet with monthly to monitor project progress.

**Napa County Office of Education
Mariposa/Bridging Brothers Programs
Napa Valley Unified School District 2019/20**

ATTACHMENT “C”

The Mariposa and Bridging Brothers programs were established to provide tobacco use prevention, gang prevention and awareness and to decrease substance use. The programs utilize Positive Behavior Intervention and Supports (PBIS) Tier 2 practices. This program serves over 100 students each year at NVUSD middle and high schools.

Program goals are to provide to students:

- Social-emotional support
- Health promotion and violence prevention
- Tobacco, Alcohol, and drug prevention
- Positive relationships and resistance skills
- Exploration of healthy/unhealthy attitudes and relationships
- Higher education and career guidance
- School and community leadership

The evidence-based curriculum is organized by theme based on developmental need and includes *One Circle Foundation and Young Women's Lives* for Mariposa and *LiveRespect* for Bridging Brothers.

WORK TO BE PERFORMED:

NCOE will provide:

- Weekly 1-1.5 hour social-emotional group meetings for 22 weeks for students selected to be in Mariposa/Bridging Brothers.
- Recruitment of a teacher/social worker/ counselor liaison who will provide coaching and guidance to program staff.
- Trained program staff, volunteers, and professionals from partner organizations.
- Program staff and volunteers who are both FBI/DOJ and TB cleared and who all have taken the required Mandated Reporter training.
- Ongoing supervision and support of program staff to ensure program quality, including continuous coaching on curriculum, resources and materials, weekly check-ins with leaders, and site visits on a monthly basis.
- Regular updates of program progress, including student attendance to school principal/liaison.

- An evaluator to collect and track student level data.
- Regular reports to the funder and stakeholders.

NVUSD will provide:

- A classroom for weekly group meetings.
- A teacher/social worker/counselor liaison to serve as a contact person for the school and help with call slips or provide student class schedules (could be a social worker, counselor, Wellness Center staff member, or a teacher).
- School support raising awareness of Mariposa/Bridging Brothers school-wide activities including Red Ribbon Week, Kick Butts Day.

Napa County Office of Education
Safe Routes to School
Napa Valley Unified School District 2019/20

ATTACHMENT “D”

The Napa County Office of Education partners with Napa Valley Transportation Authority and Napa County Bicycle Coalition to provide Safe Routes to School safety audits and programming to schools throughout the county.

WORK TO BE PERFORMED:

NCOE will:

- Prepare and Conduct Bicycle/Pedestrian Safety classes to students at up to 10 identified elementary and middle schools. SRTS Pedestrian Safety (K-3) classes are typically 1 hour. Bicycle Safety (4-5) classes are typically 1 hour and are taught in 4 sessions. Bicycle Safety classes include an on-bike road test. Students learn to signal their intentions, ride defensively and become more comfortable and safe riding and walking to school. Identified schools include:
 - Bel Aire
 - Canyon Oaks
 - Harvest
 - McPherson
 - Phillips
 - Pueblo Vista
 - Redwood Middle
 - Shearer
 - Silverado
 - Snow
- Organize and provide incentives for alternative transportation competitions across Napa County.
- Coordinate Walk and Bike to School Days across Napa County.
 - Recruit volunteers and invite school administration and public officials
 - Set up tabling for monitoring participation and distribution of incentives

- Coordinate walking school buses/bike trains and carpooling park 'n' walk stops at up to 10 identified elementary and middle schools utilizing parent volunteers.

NCBC (Napa County Bicycle Coalition) will:

- Evaluate NVUSD school site's active transportation conditions
 - Conduct on-the-ground active transportation evaluations at NVUSD school sites.
 - Analyze data from evaluations, including walking and biking trends, based on site-specific conditions and historic data.
 - Develop a summary report of conditions and most significant barriers for each school site.
 - Share summary reports with key stakeholders, including parents, teachers/administrators, law enforcement and public works.
- Develop Active Transportation plan for high need school sites
 - Develop a set of Safe Routes Maps for 10 high need school sites
- Conduct Surveys and analysis of existing behavior and perceptions around walking and biking to school

NVUSD will:

- Support the coordination of the activities listed above.
- Allocate space for tabling as needed for Walk n Roll and Bike to School days.
- Encourage school participation through communication to administrators, teachers and parents.
- Encourage school participation in school safety audits and parent perception surveys.

Napa County Office of Education
Tobacco and Vaping Education, Prevention and Cessation
Napa Valley Unified School District 2019/20

ATTACHMENT “E”

The Tobacco and Vaping Education, Prevention and Cessation Program provides school-based tobacco-use prevention, intervention and cessation education for all students in grades 7 through 12. In addition, the program includes education for 5th grade youth through assemblies, art activities and youth development. The program also funds youth development activities for any youth at-risk for tobacco use, specifically targeting high-risk groups. This program also provides oversight and support for enforcement of the Tobacco-Free School Policy Plan and Protocols, including Certification.

Curriculum Program Goals:

- All students in 7th – 9th grade will be provided an evidence-based universal tobacco prevention curriculum
- All 5th grade classes will receive age appropriate tobacco and vaping education through school assemblies
- Students using, possessing or at-risk of either will be offered tobacco cessation classes

Youth Development Program Goals:

- Educate and Engage priority youth in trainings to build literacy, resiliency and advocacy skills, and facilitate leadership opportunities.
- Provide Peer Education training for youth to engage in peer-to-peer advocacy regarding tobacco and substance use prevention and lead Red Ribbon Week and Kick Butts Day campaigns.
- Provide opportunities for youth to attend Teens Tackle Tobacco conferences, community trainings and board meetings to interact with adults and work on advocacy and policy development projects.

Parent Workshops:

- Deliver at least 4 tobacco prevention workshops with a focus on vaping and emerging issues at middle schools and high schools upon request

Tobacco-Free School Policy Goals:

- Provides support to create, update and enforce tobacco-free school sites.

- Provides technical assistance regarding recent legislation and education code updates regarding policy language and signage.

WORK TO BE PERFORMED:

NCOE will:

Curriculum

- Implement Botvin's Life Skills and the Stanford Toolkit curriculum at all 7, 8 and 9th grade students.
- Provide Smoking Cessation curriculum to CAN-V for the delivery of cessation classes.
- Coordinate the scheduling of LifeSkills, Catch my Breath assemblies and Smoking Cessation classes with district and site staff.
- Provide up to 20, \$500 stipends to teachers or administrators who successfully receive training and implement Botvin's Life Skills curriculum to students in 7th-9th grade.

Signage

- Purchase NVUSD approved no-smoking and no-vaping signage for elementary, middle and high schools to be posted at entrances, lockers rooms and sport fields.

Youth Development

- Initiate youth development training and activities through Mariposa, Bridging Brothers, Wellness Centers, Counselors, Peer Support Groups, Clubs and After School 5th grade programs.
- Coordinate and provide supplies for Red Ribbon Week activities in October.
- Coordinate student leaders and teachers to attend the Teens Tackle Tobacco Middle School Conference in February.
- Coordinate student leaders and teachers to attend the Teens Tackle Tobacco High School Conference in March.
- Contract with Royal Coach to provide transportation to Teens Tackle Tobacco Conferences.
- Coordinate and provide supplies for Kick Butts Day activities in March.

Parent Workshops

- Collaborate with Public Health to deliver at least 4 tobacco prevention workshops to middle school parents.
- Contract with CAN-V to deliver on campus smoking cessation classes up to 6 times a year.

NVUSD will:

Curriculum

- Assist in identifying teachers or administrators to receive training to implement Botvin's Life Skills curriculum to students in 7th-9th grade. Stipends are provided for training.
- Assist with scheduling prevention instruction as needed in middle and high schools.

Signage

- Approve and install appropriate no-smoking and no-vaping signage in restrooms, at entrances, lockers rooms and sport fields at elementary, middle & high schools.

Youth Development

- Assist in selecting students to attend the Teens Tackle Tobacco Middle and High School conferences.
- Support Red Ribbon Week activities in October, support collaboration with teachers and/or principals for space, time, allowable activities, etc.
- Support Kick Butts Day activities in March, support collaboration with teachers and/or principals for space, time, allowable activities, etc.

Parent Workshops

- Support in scheduling at least four tobacco prevention workshops to middle and high school parents. Allow use of facility and assist with outreach for presentations.

Tobacco Free policy goals

- Participate in referral process for intervention and cessation classes. Assist in updating referral process as needed throughout the year and ensure after school programming aligns with the protocol that schools are using.
- Provide tobacco intervention and cessation information to pregnant and parenting teens through school counselors and other support staff.
- Update tobacco-free policies as required by California Department of Education.
- Prioritize needs after reviewing California Health Kids Survey 19-20 data.
- Have representative attend Catalyst meetings when possible to stay updated on activities and ongoing initiatives.