

Memorandum of Understanding Between
10,000 Degrees and Napa Valley Unified School District
2019-2020

This Memorandum of Understanding ("MOU") is entered into as of September 1, 2019 (the "Effective Date") by and between 10,000 Degrees, a non-profit corporation incorporated in the State of California ("10KD") and Napa Valley Unified School District ("NVUSD"). 10KD and NVUSD are each referred to as a "Party" or collectively as "Parties".

The Parties wish to enter into an agreement whereby 10KD provides on-site high school college success support to NVUSD students at participating high schools. Support will be provided by 10,000 Degrees Fellows ("Fellows"), hired by 10,000 Degrees. 10,000 Degrees Fellows are first generation college graduates from low income families who are highly trained as near-peer leaders. The Fellows will be supported by a 10,000 Degrees Program Manager, the 10,000 Degrees Program Director for New Markets as well as the full resources of 10,000 Degrees.

1) Authority to Execute: The signatories below and their respective parties each represent and warrant that they are authorized to sign this MOU on behalf of their respective organizations.

2) Term: This MOU shall commence on the Effective Date and the initial term of the MOU shall run until August 31, 2020, unless terminated pursuant to Section 5 below. This MOU will not automatically renew.

3) Description of Services:

10,000 Degrees will provide:

- Broad college access and success programming to nurture a college-going culture for all students
- Support for approximately 100 targeted community-college-bound seniors through to their matriculation at community college
- End of semester check-ins with counselors and administration to discuss program related updates, learnings and progress.
- General support and program descriptions are included as Exhibit A and specific program goals and services to be provided at each high school site are included as Exhibit B. Both Exhibits are incorporated into this Agreement as though fully set forth herein.

Napa Valley Unified School District will provide:

- Support with initial identification of, introduction to, and coordination with the targeted students
- Support and coordination for the implementation of workshops and facilities in which to hold workshops
- Provision of space for one-on-one student meetings

4) Privacy: NVUSD shall grant the 10,000 Degrees Program Manager limited access to student records retrieved in the first instance by District personnel (and never by 10,000 Degrees) from the NVUSD's student record information system solely for the use of that information to monitor participating students' progress and to facilitate their transition to college. 10,000 Degrees represents and warrants that it knows the requirements under federal and state law pertaining to student records, including without limitation the restrictions against re-disclosure set forth in 20 U.S.C. § 1232g and 34 C.F.R. Part 99. 10,000 Degrees shall not, directly or indirectly, use, make available, sell, disclose, or otherwise communicate to any third party, any student's personally identifiable information, either during the Term of this agreement, or after it Terminates, as this provision survives Termination. 10,000 Degrees shall only access, use, or maintain personally identifiable information, as defined in 34 C.F.R. 99.3, to the extent and duration to which it has a legitimate educational interest, and only for the purpose of providing the Services described in this Agreement. 10,000 Degrees shall remain under the direct control of the District with respect to the use and maintenance of education records.

5) Compliance: Without limitation, both parties shall be responsible for complying with all applicable federal, state and local laws, regulations and restrictions in the conduct of their obligations under this MOU. Both parties shall fully disclose any and all circumstances that currently exist or could arise during the term of this agreement that could be (or could cause) a conflict of interest between the respective interest of 10,000 Degrees and Napa Valley Unified School District.

6) Termination for Cause: Either Party may terminate this Agreement for cause or without cause upon 30 days written notice.

7) Napa Valley Unified School District expressly acknowledges and agrees that any work prepared by 10,000 Degrees under this MOU shall be the exclusive property of 10,000 Degrees unless otherwise specified, provided 10,000 Degrees recognizes it makes no claim as to the right either to maintain or otherwise commercialize any student data. NVUSD shall execute and deliver to 10KD any instruments of transfer and take such other action that 10KD may reasonably request, including, without limitation, executing and filing copyright applications, assignments, and other documents required for the protection of 10,000 Degrees' rights to such materials.

8) Insurance: Both Parties, at their sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of the parties and will include:

- A. Comprehensive general liability insurance with a combined single limit of no less than \$1 million per occurrence and \$2 million in the aggregate.
- B. Automobile liability insurance for all owned, scheduled, or hired automobiles with a combined limit of no less than \$1 million per accident;
- C. Professional liability covering liability arising from any error, omission, negligent or wrongful act of the party, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million in aggregate; and

D. Workers' compensation insurance as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time.

9) Indemnification: The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising from the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

10) No Actions Inconsistent with Tax Exempt Status: Neither party may engage in any attempt to influence legislation within any meaning of the Internal Revenue Code (IRC) Section 501(c)(3) that would jeopardize the other party's tax exempt status. Both parties agree not to use funds or engage in activities which would jeopardize the tax exempt status of the other party in any way.

11) Contacts:

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12) Fellows

Per state law and District Policy, every Fellow must submit his or her fingerprints and pass a Department of Justice background check prior to making any on-site direct contact with any NVUSD student in his or her capacity as a 10,000 Degrees Fellow. Fellows will not receive access to the student data used for monitoring purposes described herein.

13) General Terms:

- A. Captions and Interpretation: Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they appertain.
- B. Assignment and Delegation: This MOU may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets.
- C. Entire Agreement: This MOU constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes

or replaces and all prior and contemporaneous communications between NVUSD and 10KD.

- D. Modification of Agreement: This MOU may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- E. Governing Law & Venue. This MOU and the rights and liabilities of the Parties hereunder shall be enforced and construed in accordance with the laws of the State of California and any action brought regarding this MOU will be brought in the County of Marin.
- F. Construction of Agreement: Both parties have participated in the negotiation and drafting of this MOU. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- G. Execution of this MOU: The parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both parties have fully executed a counterpart of this MOU.
- H. Severability: In the event that any provision of this MOU should be held to be void, voidable or unenforceable, that part of the agreement will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remaining portions hereof shall remain in full force and effect.
- I. Waiver, Modification and Amendment. No breach of this MOU or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of a breach shall not be deemed a waiver of any other breach of the same or other provisions of this MOU. This MOU may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or thereto or their authorized representatives.

The Parties Hereby Execute This Agreement:

Napa Valley Unified School District

10,000 Degrees



Mike Mansuy, Director of Student Services

Claudia Moeller, Vice President

Date 9-30-19

Date _____

Mary Ann Valles, Assistant Superintendent of Instruction

Date _____

Exhibit A

10,000 Degrees will provide strength-based, expert support to a cohort of approximately 100 high school students across the following areas:

- Connection with students and on-campus resources and learning communities
- Financial aid application and verification
- College knowledge and application support
- Application completion for Napa Valley College
- Class registration support
- Family college awareness workshops
- Scholarship application support

In addition to providing expert support in these critical areas of student success, 10,000 Degrees staff will also foster a sense of belonging and cohort experience for the students, connect students with on-campus resources, and help students strengthen their system-navigation and self-advocacy capabilities.

10,000 Degrees will utilize Fellows for program implementation. All 10,000 Degrees Fellows are recent first-generation college graduates from low-income families. Their unwavering belief in the students they support, combined with their authentic understanding of the challenges faced by the students with whom they are working, allows them to meaningfully connect with the students in a way that increases student aspiration and persistence.

Fellows will communicate and collaborate closely with all relevant high school staff, Napa Valley College staff and relevant community partners on student related matters to ensure timely information and coordinated best practices for working with each of the students in the cohort.

Exhibit B

Program goal

Working with Napa Valley Unified School District high schools, 10,000 Degrees' goal is to successfully matriculate approximately 100 seniors to Napa Valley College, support them through Napa Valley College to successfully transfer to a four year college or university, where 10,000 Degrees staff will support them through to baccalaureate completion.

Outcomes

10,000 Degrees anticipates the following outcomes:

- Enrollment of approximately 100 seniors in the 10,000 Degrees program
- Financial aid completion for caseload of seniors
- College application completion for caseload of seniors
- College class enrollment completion for caseload of seniors
- Connection to college support communities and resources
- 1:1/group workshops for students and families focused on specific matriculation steps.
Ex: College Application workshop

Metrics

The following metrics will be used to assess student success outcomes on a monthly basis with 10,000 Degrees Program Manager, 10,000 Degrees Fellow, school site liaisons and Napa Valley College representatives.

- # of students enrolled in 10,000 Degrees program
- Student and family attendance, per workshop
- % of financial aid completion
- % of college application completion
- % of class registration completion

Example: Areas of activity (Timeline)

10,000 Degrees programming is flexible and collaborative with pre-existing school programming, community partners, and Napa Valley College ("NVC"). Model topics and activities are noted below, and specific activities will be determined based on the needs of each high school. Below you will find a general template for programming.

September

Topic: Relationship building w/ students and school staff

Activities: School administration & counselor introduction meetings, CBO partnership introduction meetings and all senior presentations "Debunking College Myths"

October - December

Topic: Financial aid, major/career exploration, scholarships, NVC applications and family engagement

Activities: Financial aid application workshops, 1:1 financial aid meetings, scholarship exploration workshop, CCC apply/NVC application workshop, 10,000 Degrees family introduction event

January - March

Topic: NVC applications continued, online NVC orientation, financial aid continued, scholarship exploration, advocacy skills

Activities: NVC application workshop, financial aid application workshops, 1:1 financial aid meetings, NVC online orientation workshop, scholarship exploration workshop, advocacy skills workshop

April - June

Topic: CC counseling appointment navigation, class registration support, professionalism skills, end of year graduation celebration

Activities: Sign up with your NVC counselor workshop, class registration support workshop, professionalism skills workshop, end of year graduation celebration event

July

Topic: Bridge to Success (Summer transition programming)

Activities: 1:1 check-ins for the summer and Success Starts Here event

School site schedule: Fellows

The work schedule for 10,000 Degrees Fellows is determined based on student and school needs, per semester. Fellows host office hours in school for students to drop in or meet by appointment up to 4 days a week for the entirety of the school day. During matriculation season, Fellows will also work on site after school to host broader students/family focused events around the college process. Work schedule and on site location will be decided in collaboration with 10,000 Degrees and school partners. As schedules may change depending on student needs, 10,000 Degrees Fellows and Managers will communicate ongoing to ensure all appropriate school and community partners are aware of scheduling changes.