

**Memorandum of Understanding Between
New Leaf Collaborative AND Martinez Unified School District**

I. Recitals

The purpose of this Memorandum of Understanding ("MOU") is to establish an agreement between Martinez Unified School District ("MUSD" or "District") and New Leaf Collaborative ("NLC"), hereinafter referred to as "Party" or "Parties".

WHEREAS, NLC services and programs, described in this MOU will be provided to MUSD, the students, educators and/or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable the NLC to provide said services/programs on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

Primary program locations:

1. Vicente Martinez High School
2. Briones School of Independent Study
3. Morello Park Elementary
4. John Swett Elementary
5. Las Juntas Elementary
6. John Muir Elementary

Other project specific sites per approval of site and district administration where deemed necessary:

1. Alhambra High School
2. Martinez Jr. High School
3. Martinez Adult Education
4. MUSD preschools

III. NLC Responsibilities

- A. **Independent Contractor.** The status of NLC is that of an independent contractor operating, having control of his/her work and the manner in which it is performed. NLC is not considered to be an officer, an employee, or an agent of the District, nor shall it hold itself out as, or represent, that it is an officer, employee or agent of the District.
- B. **NLC Employees.** Except where District employees will provide services, which are to be conducted outside of MUSD hours and as noted in this MOU, it is the express intent of the Parties to this MOU that NLC employees, agents, or volunteers performing pursuant to this MOU are at all times during the performance the sole employees, agents, or volunteers of NLC and not employees, agents, or volunteers of the District. NLC shall be solely responsible for paying or withholding all relevant taxes arising from compensation of NLC employees, agents, or volunteers, and NLC shall be solely responsible for all other governmental requirements applicable to NLC and NLC employees, agents, or volunteers arising out of their relationship. The NLC employees, agents, or volunteers shall have no claim under this MOU, or otherwise, against the District for workers compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits, all of which shall be the sole responsibility of NLC. NLC shall not engage the services of any person or persons now employed by MUSD, except with the written permission of MUSD.
- C. **Performance.** District has relied upon the professional ability and training of NLC as a material inducement to enter into this MOU. NLC, its employees, agents, and volunteers, shall perform in accordance with generally accepted professional practices and standards as well as the requirements of law.
- D. **Scope of Services.** A description of the services NLC will provide:
1. ~~New Leaf Leadership Academy~~ **Vicente Martinez High School and Briones School of Independent Study Student Workshops:** NLC will continue to assist MUSD in implementing the Contra Costa Mental Health Prevention and Early Intervention grant 74-373 ("MHSA PEI Grant") at Vicente Martinez High School and Briones Independent Study. MUSD will continue to act as fiscal agent for the \$170,000 renewable MHSA PEI Grant, and NLC will be contracted to provide the services in Section 1, Scope of Services of the Service Work Plan of the MHSA

PEI Grant by Contra Costa Mental Services Administration (MHSA) and MUSD entitled “New Leaf Collaborative.”

- a) The MHSA PEI Grant details the Scope of Services to include the following key activities: “hands-on workshops, place-based service-learning projects, career preparation, and internships where students, school staff, parents and community partners collaborate on projects that serve human and environmental health. These activities will be available for high school adolescent youths of all cultural backgrounds during the school day and after school as scheduled at Vicente Martinez High School and are also open to students enrolled in Briones School of Independent Study. Students will have the option of participating in a variety of distinctive activities throughout each semester or by enrolling in the New Leaf Leadership Academy classes.”
- b) The MHSA PEI Grant details the focus of these services to include the following: “projects will support achievement of a high school diploma, college and career readiness, democratic participation, mindfulness education, development of ecological literacy, and overall student mental health. Some of the results of participation in the activities ~~or Academy~~ will be: A high school diploma, transferable career skills and certification, acceptance into a college or post-high school training program, strong leadership skills, development of the assets necessary for holistic, sustainable living, and access to mental health services for those students with identified mental health needs.”
- c) The MHSA PEI Grant states that services will be “accomplished through independently contracted services provided to students, as well as in-class experiences provided by trained teachers, and services provided by internship coordinators who provide support for obtaining paid, as well as intern opportunities. Students will have access to a licensed mental health clinician for individual and group counseling, and referral for further services if needed.” The MHSA PEI Grant Budget lists the MHSA approved amounts of the MHSA PEI Grant to be spent on said teaching, operational and independently contracted NLC services.
- d) The MHSA PEI Grant Work Plan is incorporated and renewed yearly and

on file in the office of the County's Mental Health Director and a copy of which the County has furnished to NLC and MUSD.

- e) Therefore, NLC will provide the following outlined services in accordance with the MHSA PEI Grant:
1. Coordination and facilitation of experiential learning services and leadership opportunities for students and teachers that promote social, emotional and behavioral health, career exposure and character development.
 2. Hands-on workshops, place-based service-learning projects, career preparation, and internships where students, school staff, parents and community partners collaborate on projects that serve human and environmental health.
2. **New Leaf Community Science Workshops (CSW):** NLC will provide CSW programming at designated Schools, based on NLC available funding, School administration approval and collaboration opportunities. A CSW is an easily accessible space on a school campus where students ~~tinker and experiment with science exhibits, models, tools and materials~~ participate in NGSS aligned hands-on learning science lessons. CSW programming can take place in or out of school time. A CSW includes at least one NLC instructor, NGSS standard-aligned curriculum, engineering and design challenges, user-generated content and local volunteers to foster familiarity, curiosity, creativity, inventiveness and connection to culture, place and scientific observation. Current Martinez CSW programs take place at John Muir Elementary, Vicente Martinez High School and John Swett Elementary.
3. **New Leaf Empowering Educators:** This teacher training program offers educators and community leaders the unique opportunity to renew a love of teaching, reflect upon their own personal strengths, and re-envision a transformative environment for students in ways that promote social and emotional learning and development. NLC may seek written approval in accordance with School site policy to facilitate Empowering Educator workshops on School property.

4. **Work-based Learning Internships and Community Service:** NLC will continue to provide pathways to career exploration and training through a tiered process of student engagement and professional mentoring which may include, but are not limited to one day service-learning experiences, guest speakers, field trips, job shadows, internships and apprenticeships.

E. **NLC Personnel.** A brief description of the type of expertise of NLC personnel that will be providing the services:

1. All NLC employees and/or subcontractors will have specified job descriptions, work plans, and evaluation procedures.
2. The following list includes staff expectations that are in agreement with the NLC services.
 - Ensure a high quality instructional core
 - Develop student's social health/skills
 - Develop student's emotional health
 - Develop student's physical health
 - Develop student's cognitive and academic skills
 - Create equitable opportunities for learning
 - Ensure, maintain, or support high quality and effective instruction
 - Prepare students for success in college and careers
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Create accountability for quality
 - Help create full service community schools in MUSD
 - Increase, raise graduation rate
3. NLC and its employees, agents, or volunteers shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations, District policies and systems, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this MOU. This includes, but is not limited to the following:

- a) **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on MUSD property. No students, staff, visitors, NLC staff or NLC subcontractors are to use drugs on these School(s).
- b) **Anti-Discrimination**—It is the policy of MUSD that in connection with NLC's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the NLC agrees to comply with applicable Federal and California laws.
- c) **Family Education Rights and Privacy Act**—NLC shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

F. Required Certifications:

- 1. **Tuberculosis Certification.** NLC agrees that all employees, agents, or volunteers who will be performing under this MOU and coming into contact with District pupils will complete tuberculosis testing. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, NLC shall ensure that employees, agents, or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the NLC is still rendering services to the District pursuant to this MOU. Prior to the commencement of services under the MOU, the NLC shall provide the District with an executed Tuberculosis Clearance Certification, a copy of which is attached as Exhibit A.
- 2. **Fingerprinting/Criminal Background Investigation Certification.** Prior to the commencement of services under the MOU, the Certification for fingerprinting and criminal background investigation for the NLC's employees, agents, or volunteers providing services under this MOU must be completed and submitted to the District. A copy of the certification is

attached as Exhibit B. All NLC personnel/volunteers who will be on MUSD premises and in contact with District pupils will be fingerprinted and submitted to a criminal background check via Livescan or a similar service as required by the Education Code.

G. **Insurance:** Without limiting NLC's indemnification provided hereunder, NLC shall take out and maintain at all times during the life of this contract the following policies of insurance with a Best rating of no less than A-:VII.

1. Workers' Compensation insurance to cover its employees, and NLC shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to MUSD. In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, NLC shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to MUSD and shall provide that it will not be canceled without first giving thirty (30) days notice to MUSD. NLC's Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the Martinez Unified School District, their officers and employees when acting within the scope of their appointment or employment."
2. Commercial general liability insurance including personal injury and property damage insurance for all activities of NLC and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than two million dollars (\$2,000,000) combined, single limit personal injury and property damage for each occurrence. The commercial general liability policy shall be endorsed with the following language:

- a. The MUSD is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, their officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- c. The insurance provided herein is primary and no insurance held or owned by the MUSD shall be called upon to contribute to a loss.
- d. The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to MUSD.

H. **Communication:** Communicate with School(s) and MUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the NLC's services are aligned with the School(s) and MUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or MUSD staff, provide reasonable data and information about students participating in the NLC's program.

- 1. NLC agrees to provide quarterly updates about services to the MUSD school board or appropriate representatives.
- 2. MUSD will ask school site administration to provide monthly updates through regular board communication protocol.

I. **Confidentiality:** NLC shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of MUSD and/or students' parents/guardians as necessary. NLC will comply with FERPA, and will be allowed to use the data received to

solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the NLC's programs as a participant could be made. At least 30 days prior to using any data to solicit funding to continue to expand its services/program, NLC will notify the District of its intent to do so.

- J. **Audit and Inspection of Records.** NLC agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this MOU. NLC will permit the District and any Schools to audit, examine, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records, or personnel records and other data related to all other matters covered by this MOU, whether funded in whole or in part under this MOU.

IV. Responsibilities of MUSD

- A. **District Policies and Agreements.** All responsibilities of the District under this MOU shall be subject to and in compliance with all District policies and any agreement(s) between the District and its employees.
- B. ~~**Interview Panel** – For any additional MUSD employees funded in part or in full by the NLC, MEA and CSEA contract procedures will be followed and at least 2 NLC personnel will be a part of interview and selection procedures.~~
- C. **Space** - Spaces for NLC programs at participating School(s) will continue to be provided based on availability and agreement by School(s).
- D. **Custodial Service** – Continue to provide services to maintain this Space(s), including custodial services, maintenance, utilities, and technology support.
- E. **Data** – Continue to ensure that NLC has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
1. ~~For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of MUSD, provide NLC access to student assessment data for all students at School(s) including, but not limited~~

~~to, state mandatory tests scores and site-based assessments. Students identified may be protected by the use of ID numbers.~~

2. Provide NLC with any other student information reasonably necessary to provide its services consistent with the NLC's program and to evaluate the impact of its program on students at School(s).

V. Grant Management, Reporting and Indirect Costs

On grants where MUSD is acting as fiscal agent (e.g. MHSA PEI Grant):

- A. NLC agrees to invoice MUSD monthly for grant services.
 1. For the MHSA PEI Grant, NLC invoice will be in the amount approved in the MHSA PEI Grant Budget.
 2. Invoices for services rendered under this MOU for activities outlined in Section III, Paragraph D.1. Scope of Services, New Leaf Leadership Academy shall not exceed the amount approved in the MHSA PEI Grant Budget.
- B. NLC will be given access to relevant budget codes and purchase order protocol.
- C. NLC will provide timely invoices that include grant reporting data to MUSD Business Office.
- D. MUSD agrees to process invoices within 30 days, and to provide on-going budget information on a monthly basis or as needed.
- E. MUSD agrees to invoice for reimbursement of grant services where applicable.
 1. For the MHSA PEI Grant, MUSD will submit their demand for service to MHSA on a monthly basis and final demands when requested by MHSA.

VII. Term

This MOU is for one (1) year from July 1, 2016⁷ through June 30, ~~2017~~2018. A six month review of

this MOU is to take place on a mutually agreed upon date no later than January 31, 2017⁸ and discussion for renewal for 2017-2018 school year to be scheduled on a mutually beneficial date

in May, 2017~~8~~.

VIII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

IX. Hold Harmless/Indemnity

- A. To the extent permitted by law, MUSD shall indemnify, hold harmless, release and defend NLC, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including MUSD from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of MUSD, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of NLC, its officers, employees or agents. NLC agrees to provide MUSD with reasonable notification of legal claims and/or lawsuits which NLC may receive and which NLC will request indemnification in under this paragraph.
- B. To the extent permitted by law, NLC shall indemnify, hold harmless, release and defend MUSD, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including NLC from any cause whatsoever including another's concurrent negligence /arising out of or in any way connected with the activities of NLC, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of MUSD, its officers, employees or agents. MUSD agrees to provide NLC with reasonable notification of legal claims and/or lawsuits which MUSD may receive and which MUSD will request indemnification in under this paragraph.
- C. Other than as provided in this MOU, MUSD's financial obligations under the MOU shall be limited to payment of the amounts provided in this MOU. Notwithstanding

any other provision of the MOU, in no event shall MUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue arising out of or in connection with this MOU or the services performed in connection with this MOU.

X. General

- A. **Governing Law.** This MOU shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.
- B. **Severability.** If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
- C. **Assignment.** Neither Party may assign, delegate, or transfer in any manner the obligations and rights set forth in this MOU.
- D. **Entire Agreement.** This MOU is the entire agreement between the Parties relating to the subject matter of the MOU and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision, or condition of this MOU shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.
- E. **Third Parties.** This MOU is not intended and shall not be construed to create any rights for any third party.
- F. **Incorporation of Recitals and Exhibits.** The Recitals, all exhibits and appendixes referred to herein are hereby incorporated herein. In the event that any provision of this MOU conflicts with any exhibit to this MOU, the exhibit shall control with respect to the subject matter of such exhibit.
- G. **Counterparts.** This MOU may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

H. **Ability to Enter MOU.** Each party represents and warrants that it is free to enter into this MOU and has received the appropriate authority to execute this MOU and to perform each of the terms and conditions of the MOU.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: _____ Dated: _____ (MM/DD/YYYY)

MUSD Superintendent: _____ printed name

By: _____ Dated: _____ (MM/DD/YYYY)

NLC Board President: _____ printed name