

**Memorandum of Understanding
Between
10,000 Degrees and San Rafael City Schools
2018-2019**

This Memorandum of Understanding (“MOU”) is entered into as of the “Effective Date” (defined below) by and between 10,000 Degrees (“10KD”) and San Rafael City Schools (“SRCS”). 10KD and SRCS are each referred to as a “Party” or collectively as “Parties”.

The Parties wish to enter into an agreement whereby 10KD provides programming services to reach the current 8th graders classified as homeless at Davidson Middle School (the “targeted students”), and continue this programming support as the students transition to and progress through 9th grade at San Rafael High School. Staffing will be provided by a Fellow hired by 10,000 Degrees. 10,000 Degrees Fellows are program alumni who are highly trained as near-peer leaders. This Fellow will be supported by the 10,000 Degrees San Rafael team and the full resources of 10,000 Degrees.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1) 10,000 Degrees will provide:

- Support for targeted students to complete a successful transition from Davidson Middle School to and through 9th grade at San Rafael High School
- Development of self advocacy skills, college knowledge, awareness, and plans for each targeted student
- Connections for targeted students to teachers, on-campus resources and student programs (on teams, clubs, and other student groups) to build a sense of connection and belonging on campus
- Tracking of targeted student engagement and progress to inform future program development and ensure appropriate support levels
- Targeted students and their families with opportunities to interface with other 10,000 Degrees’ students, staff, and resources
- A strong foundation for targeted students to move successfully into college pathways

2) San Rafael City Schools will provide:

- \$54,171 for the 12 month period from July 1, 2018 through June 30, 2019 to support the costs of the 10,000 Degrees Fellow, to be paid in twelve equal monthly payments of \$4,514.25 beginning July 1, 2018, subject to available funds
- Support with initial identification, introduction, and coordination with the targeted student population at Davidson Middle School

3) 10,000 Degrees and San Rafael City Schools agree to the following:

The Parties agree to effect and maintain adequate comprehensive general liability insurance with minimum combined single limit coverage of \$500,000 per occurrence and \$2,000,000 in the aggregate.

Each Party shall maintain Workers' Compensation insurance as required under California State Law and provide to the other party a certificate showing evidence of such coverage. Each policy shall state that it may not be altered or canceled to either Party's detriment without 30 days prior written notice being sent to the other Party.

Each Party further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be agreed to between the Parties against other insurable hazards relating to performance hereunder.

Each Party agrees to provide to the other a Certificate of Insurance for each policy in effect proving compliance with the aforementioned insurance coverage requirements. Each Party agrees that it will give the other Party 30 days advance written notice of any modification, change, or cancelation of any of the insurance coverage.

4) The intent of the Parties is that this shall be a twelve month Contract, which shall expire on June 30, 2019 with the option to negotiate renewal.

5) General Provisions

- a) 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.
- b) Binding Effect. This MOU shall be binding upon and inure to the benefit of the Parties and their successors in interest and assigns.
- c) Further Assurances. The Parties agree to execute such other agreements and documents, and take such other actions, as may be reasonably requested by the other to consummate the transactions described in the MOU and to accomplish its purposes.
- d) Dispute Resolution. The Parties hereto agree that they shall mediate any dispute that arises between them concerning this Agreement or its terms, interpretation or enforcement. Mediation shall be held in Marin County by a mediation service or individual mediator on which the Parties shall agree, and the costs of mediation shall be borne by the Parties involved in such equally. The Mediation must be held within 45 days of the receipt of written request to mediate, unless the Parties agree to extend such deadline or the Mediator sets a date after this timeframe to accommodate his or her schedule.

After the Parties have participated in mediation and if such mediation fails to resolve the dispute, claim, or contention at issue then either Party may pursue resolution through litigation or arbitration. In the event that a Party desires to resolve such dispute through arbitration it shall require the consent or agreement of the other Party involved under terms and conditions as the Parties' shall agree to.

All costs of the mediation or arbitration, including but not limited to the mediator's or arbitrator's fee, any administration fees, and the costs for use of the facilities during the proceedings, will be borne equally by the Parties involved, unless otherwise assessed against the non-prevailing Party by the trier of fact. The prevailing Party (or the most prevailing Party) in any litigation or arbitration shall be entitled to an award of reasonable attorney's fees and related costs. The Parties agree that the decision of the arbitrator(s) shall be final and binding as to each of them, and that the arbitration award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award.

- e) Severability. In the event that any provision of this MOU should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
- f) 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.
- g) Entire Agreement. This MOU and the documents attached hereto as Exhibits represent the entire agreement between the Parties concerning the subject matter hereof and supersede all pre-existing agreements, understandings, negotiations and obligations concerning such subject matter.

6) The "Effective Date" of this agreement shall begin when both parties have shown agreement to the terms of the MOU by signing the MOU below.

San Rafael City Schools

10,000 Degrees

Name, Title

Kim Mazzuca, President & CEO

Date

Date