

**MEMORANDUM OF UNDERSTANDING
BETWEEN GIRLS INC OF THE CENTRAL COAST AND THE NORTH MONTEREY
COUNTY UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU” or “Agreement”) is made this 7th day of September, 2016 (“Effective Date”) by and between the North Monterey County Unified School District (“District”), a California public school district, and Girls Inc, an international, research-based program designed to inspire girls to be strong, smart and bold by exposing them to experiences that help girls navigate gender, economic and social barriers. The intent of this contractual agreement is to clarify the respective roles and responsibilities of the partnership.

RECITALS

WHEREAS, the partnership was formed for the purposes of providing programming and services designed to support the adolescent development of female students through a multitude of programs offered and

WHEREAS, the District desires through such partnership, to foster leadership development by encouraging girls to take risks to master physical, intellectual and emotional challenges and

WHEREAS, the District wishes the partnership to provide certain programs that address math and science education, pregnancy and drug abuse prevention, media literacy, economic literacy, adolescent health, violence prevention, sports participation and other services as set forth herein to District students.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the District and Girls, Inc, agree as follows:

Girls Inc will facilitate:

1. Will Power/Won't Power Program at North Monterey County Middle School
 - a. 8th Grade Girls
 - i. 8 Sessions
 - ii. Fall: September-November
 - iii. Tuesdays, Afterschool 3:30pm-5:30pm
 - b. Girls will meet in a classroom at the school
 - c. Girls Inc. will meet with administration to set up recruitment during school hours
2. Friendly PEERsuasion Program at North Monterey County Middle School and Castroville Elementary School
 - a. 7th Grade Girls (Phase 1) at NMC Middle School
 - i. 12 Sessions
 - ii. Spring: December – March
 - iii. Tuesdays, afterschool 3:30pm - 5:30pm
 - b. 4th – 5th Grade Girls (Phase 2) at Castroville Elementary School
 - i. 6 Sessions
 - ii. Spring: April – May
 - iii. Tuesday, afterschool 2:40pm – 5:30pm
3. Growing Together Mother/Daughter Communication Program at Castro Plaza Family Resource Center
 - a. Mom and their 4th-6th grade daughters
 - i. 4 Sessions
 - ii. Spring
 - iii. Tuesdays, 6:00PM – 7:30PM

North Monterey County Middle School and Castroville Elementary School will provide

- a) Selected school sites will provide class space to conduct the program including storage area.
- b) Selected school sites will work with Girls Inc. to assist in identifying a date and class to recruit students to participate in the program
- c) Selected school sites will work with Girls Inc. to recommend students to the programs
- d) Selected school sites will coordinate with Girls Inc. to ensure the appropriateness of instructional materials used in the program.
- e) Snack for participants
- E) Transportation for Second Phase of Friendly PEERsuasion

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the District and the Girls Inc, agree as follows:

1. Recitals. The above recitals are true and correct.
2. Term. The term of this Agreement shall be from the Effective Date, through June 30, 2017 ("Term"), unless earlier terminated as provided herein or extended by written agreement signed by the Parties.
3. Oversight and Supervision. Girls Inc, shall be responsible for providing oversight and supervision of all of their staff and other employees who provide services to students at District school sites. Such oversight and supervision shall include, but is not limited to:
 - a. At least two times during the term of this Agreement, Girls Inc, staff shall visit each District site to which a program is established and provide a list of participants and activities that District students are participating in.
 - b. At least annually, the Girls Inc, shall provide the District Superintendent or designee with a written report that shall include, at a minimum, the following information regarding services provided during the prior school year: (1) numbers of students served and programs of participation for each site; (2) ages and grade levels of students receiving services at each site; (3) a description of any and all complaints, if any, made against staff providing any services to District students and the resolution of such complaints; and (4) input from each school site Principal or designee regarding the program and/or staff performance at that site.
4. Termination: Either Party may terminate this Agreement upon not less than thirty (30) days written notice to the other Party with or without cause. Such termination automatically shall take effect on the 31st day following such notice, or on such later date as specified in the notice or as the Parties may agree in writing. Such written notice shall be sufficient to stop further performance of services by Girls Inc.
5. Independent Contractor; Employment Status. While engaged in carrying out the terms and conditions of this Agreement, Girls Inc, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. All Girls Inc, employees providing any services under this Agreement, are solely the employees of Girls Inc and shall have no right to employment or benefits of any kind from the District. Girls Inc, assumes full responsibility for payment of all federal, state, and local taxes or contributions, unemployment insurance, workers compensation and social security with regard to employees providing services under this Agreement. Girls Inc, shall have sole responsibility for employment, management, dismissal and discipline of its employees providing services under this Agreement.

6. Reporting, Finger Printing and Authorization of Personnel. Girls Inc, shall ensure that its employees, contractors and subcontractors employed or volunteering to provide services to District students under this Agreement have complied with the fingerprinting and criminal background investigation requirements set forth in Education Code sections 45125.1 and 45125.2. In addition, the NMCUSD requires fingerprint clearance of all adults working with District students. This requirement can only be met through the use of the District protocol that provides fingerprinting in the Human Resources office of the District. The fee for such service is the responsibility of the Girls Inc, or its individual members.
Upon execution of this Agreement, Girls Inc, shall provide the District with a list of all employees, contractors, subcontractors or volunteers providing services at each site with a program. Additionally, Girls Inc, will provide ongoing documentation upon hiring or engagement of a new employee, contractor, subcontractor or volunteer. Such documentation shall be forwarded to the District prior to entrance on to District grounds or participation in any activity or business thereon, and prior to permitting the individual any contact with District pupils. Included in such documentation shall be assurance from Girls Inc, that it is not aware of any criminal conviction or propensity making the employee, contractor, subcontractor or volunteer unsuitable for contact with youth.
7. Indemnity and Defense. Girls Inc, and its employees, officers, affiliates, parent corporations, subsidiaries, assigns and successors in interest shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, arising from the intentional, negligent or willful acts or omissions by Girls Inc, in performing or failing to perform its responsibilities as employer under this Agreement. This section shall survive termination of the Agreement.
8. Assignment: Girls Inc, shall not assign or transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.
9. Notices: Notices. All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the Parties at the addresses set forth below:

District:

Superintendent
North Monterey County Unified School District
8142 Moss Landing Road
Moss Landing, CA 95039

Girls Inc, of the Central Coast:

Executive Director
318 Cayuga Suite 101A
Salinas, CA 93901

10. Change of Address for Notices: The Parties may change their addresses for the purpose of this Agreement by giving written notice of such change in the manner prescribed above to the other Party to this Agreement.

11. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any Party, employee, officer, or agent, which is not contained herein, shall be binding or valid.
12. Severability: If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
13. Governing Law/Venue: This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter, which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any transfer of venue as required by law.
14. Amendment of Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.
15. Execution in Counterpart. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.
16. Headings and Captions. The captions and headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.
17. Binding Effect. This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers, sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.
18. Authorized Signature. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein written.

North Monterey County Unified School District

By:

Name: Kari Yeater

Title: Superintendent

Date:

Girls Inc, of the Central Coast

By:

Name: Patty Fernandez

Title: Executive Director

Date: