

Memorandum of Understanding Between
Natomas Unified School District and
Girls Leadership

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Natomas Unified School District (NUSD) and Girls Leadership to implement LeadHERship Club at Natomas Middle School and Bannon Creek K-8 School and up to two additional schools in year two. The partnership takes effect on July 1, 2021 and is effective through June 30, 2023.

Under this agreement, NUSD agrees to pay \$50,000 annually to Girls Leadership for a total of \$100,000 for the duration of the two-year agreement.

Program Description:

LeadHERship Club is a powerful, intimate community of middle school girls who want to learn more about themselves, build intentional, positive relationships with peers, and learn new concepts around identity, social justice and advocacy. Students will participate in small group discussions, play games, and create projects with art and multimedia tools, all focused in the following domains, that utilize a gender and racial equity lens, to develop girls' social emotional capacities: Mindfulness + Self-Compassion, Identity + Self-Awareness, Community + Relationship Skills, Diversity + Social-Awareness, and Advocacy + Action.

Girls Leadership will:

1. Implement afterschool LeadHERship Clubs at Natomas Middle School and Bannon Creek School for middle school-aged girls in grades 6-8 in year one and continuing in year two.
2. Provide afterschool program LeadHERship Club for middle school-aged girls that helps to develop their leadership skills, self-esteem, cultural awareness, and tools to help them uncover their inner potential to make a positive impact on their lives and those around them.
3. Provide in-person Girls Leadership staff member once a week at Natomas Middle School or Bannon Creek School to facilitate LeadHERship Club.
4. Model facilitation to NUSD staff at Natomas Middle School or Bannon Creek School for NUSD staff to implement at schools determined by the District.
5. Provide training and coaching to NUSD staff.
6. Provide a 8-week afterschool program to girl students in the fall commencing the month of September and a 8-week program commencing the month of January.

Professional Development

7. Provide Communications and Family Engagement Team Professional Development Training at Mills College facilitated by Girls Leadership to gain greater understanding of

the organization and the benefits it can bring to the girls of Natomas Unified as a district partner.

8. Provide Professional Development for the staff at Natomas Middle School and Bannon Creek School to understand gender and racial equity and develop culturally responsive mindsets and practices (in alignment with NUSD's Administrative Regulation 0100 to strengthen the District's approach to equity). While the school staff is not directly involved with the implementation of the LeadHERship Club program, their understanding and mindset of gender and racial equity is critical in the success of the program. Communications and Family Engagement Team to attend Professional Development for support.

Parent Engagement

9. Provide Parent Engagement with parent presentations on Social Emotional Learning and the impact of gender expectations on girls' leadership development. The goal is to provide parents with the information they need to support their daughters' wellness and leadership development.
10. Provide Girl/Grown-up workshops for parents interested in attending workshops with their daughters to learn skills to support their daughters' internal and external leadership skills. The workshops are designed to be fun, interactive and skill-building. The workshop is held weekly, for four consecutive weeks.

Purpose and Goals of Parent Engagement:

- To support the adult influencers in girls' lives by enhancing their capacities to center their own wellness and practice radical self-care, and explore ways to sustain their holistic health throughout the school year; experience and use practices, lessons, and activities that cultivate a brave space for youth; assess how their identities impact how they view themselves, interact with others, shape their values; and engage in culturally responsive mindsets in teaching.

Methods of Assessment to Track Student Progress:

Girls Leadership will evaluate the program effectiveness through the use of the following quantitative and qualitative measures (all data, including a mid-point and final report, will be shared with NUSD staff):

- [Quantitative] Administer pre-, mid-point and post-surveys of all students to measure the impact of program curriculum, activities, and educator facilitation techniques
- [Qualitative] Conduct focus groups with participants to discover the most impactful aspects of the program, to understand the essential needs of learning environments for all girls within NUSD

Natomas Unified School District (NUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for Girls Leadership to implement LeaderHership Club without charging a facility use fee.
2. Provide access to school site(s) during Girls Leadership programming.

<p>Parent Engagement Workshops</p> <ol style="list-style-type: none"> 1. Raising Resilient Girls parent education presentation - one per school (virtual if desired) 2. Girl/Grown-up - interactive SEL workshop with tools for girls and adult caregiver - 4-week workshop series for middle school girls and caregivers. Two series - one per school - in person or virtual 3. Workshops would be extended to other schools if space permits beyond the Girls Leadership schools. 	<p>\$6,000 (\$12,000 for 2 years)</p>
<p>LeadHERship Club On site facilitator once a week from Girls Leadership for a total of 16 weeks (This is for two-8 week sessions in the fall and winter/spring)</p>	<p>\$10,000 (\$20,000 for 2 years - additional school in year two)</p>
<p>Training and coaching of NUSD team member to facilitate LeadHERship Club</p>	<p>\$5,000 (\$10,000 for 2 years - additional NUSD team member in year two)</p>
<p>Materials to support program</p> <ol style="list-style-type: none"> 1. Girls program: lesson booklets, arts/craft supplies, writing materials, SEL games 2. Parent engagement: healthy snacks, booklets, stickers, name tags 	<p>\$1,500 (\$3,000 for 2 years)</p>
<p>Program Evaluation Pre- , mid- and post-test of curriculum effectiveness to measure impact, including a mid-term and final report, and qualitative focus groups</p>	<p>\$5,000 (\$10,000 for 2 years)</p>
<p>Travel cost for Program Manager, professional development trainers and parent engagement workshop educators (Oakland to NUSD schools)</p>	<p>\$2,500 (\$5,000 for 2 years)</p>

Total partnership cost: \$50,000 per year (\$100,000 for two years)

Terms:
The term of this Memorandum of Understanding shall commence July 1, 2021 and end June 30, 2023.

Termination Clause:

Either party may terminate this agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of the mailing.

Facilities Use

The District agrees to provide the following facilities at each school site for use by Contractor: assigned classrooms, cafeteria, multipurpose room, playground, and gym, if available. A diagram of the Premises identifying those areas available for Contractor's use, such as classrooms, shared spaces, outdoor play areas and access for ingress and egress for each site, as well as those areas occupied or utilized by the District, or other vendors/contractors shall be provided by the District prior to occupancy by Contractor. Contractor shall keep the Premises and the surrounding areas free and clear of rubbish and litter and shall maintain the Premises in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of the District and in compliance with all applicable Law. Contractor shall pay for any repairs to the Premises and the School Sites, more than ordinary wear and tear, arising from Contractor's fault or the fault of any person or entity under its explicit direction or control within thirty (30) days of receipt from the District of any invoice for the costs of the repairs.

COVID Guidelines and Procedures

Contractor hereby (i) acknowledges that it has received a copy of, has read, understands, and (ii) agrees it will comply with any and all current County Department Public Health (CDPH) and County Public Health (CPH) Guidance.

Contractor acknowledges and understands that the CDPH and CPH Guidance set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation, symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Contractor's use and activities to prevent the spread of COVID-19. Contractor agrees at its sole cost and expense, that it shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, invitees, staff, and spectators. Contractor will provide its staff, including volunteers, with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.

Assumption of Risk

Contractor understands and acknowledges that, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public and communal spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others,

including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that the District cannot ensure the safety of Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators from risks associated with COVID-19 or other related or similar pandemics. Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators (collectively and individually, Contractor, hereby acknowledges and assumes full responsibility for and risk of accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death due to Contractor or any member of Contractor's, or in any way associated with, COVID-19 or other related or similar pandemic that directly or indirectly results from, arises out of, or in any manner is connected with Contractor's use of or presence in, upon, or about District facilities or the facility, grounds, property, or equipment. This assumption of responsibility and risk includes, without limitation, all known and unknown risks and dangers, inherent or otherwise.

Indemnification and Hold Harmless

To the fullest extent allowed by law, Contractor shall indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the Contractor. The District shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the Contractor or the applicable insurance carrier.

To the fullest extent allowed by law, District shall indemnify and hold Contractor and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("Contractor Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of District, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding Contractor and/or any Contractor Indemnities).

District represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers District's indemnification obligations under this Master Contract.

Clearance Requirements

Contractor shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

Contractor shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by Contractor including volunteers.

Contractor shall notify District within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. District shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify District of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by District.

Contractor shall electronically submit, within 24 hours, any accident or incident report to District. Contractor shall properly submit accident or incident reports as required by the District.

Contractor hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to District.

Contractor is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, Contractor or others) on or off campus, Contractor is to file the appropriate report to the Sacramento County Sheriff. Contractor is also to confidentially notify the Legal Compliance Specialist of the report. Contractor is to cooperate with any investigation conducted by the District in connection with such report.

Contractor shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the Contractor policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of

all sexual harassment complaints. Contractor further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021, at District 2 hours of training regarding sexual harassment to all supervisory employees and at Districts one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of, and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in the prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in the prevention of harassment, discrimination, and retaliation.

Insurance

Contractor shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A-minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs, and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$5,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$10,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. Contractor must provide proof that Contractor's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages

shall be provided to District.

For any claims related to the services contracted for under this Agreement, Contractor's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the District, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it. Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect Contractor from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to District. For any claims related to the services contracted for under this Agreement, the Contractor's insurance coverage shall be primary insurance as respects to the District, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Authorized Signature
Girls Leadership

Authorized Signature
Natomas Unified School District

Date: _____

Date: _____