

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN  
EMPOWER YOLO AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is to continue operating the Montgomery School Family Resource Center at Montgomery Elementary School. The school-based resource center is open to all students and families at Montgomery and has succeeded in engaging parents and connecting them to needed social and human services, translating information in Spanish as needed. The term of this agreement is from July 1, 2018 through June 30, 2019.

Memorandum of Understanding  
Between  
the Davis Joint Unified School District  
and Empower Yolo

This Memorandum of Understanding ("MOU") is entered into by the Davis Joint Unified School District, a California public school district (hereinafter "District" and Empower Yolo, a California non-profit public benefit corporation. The District and Empower Yolo be referred to herein individually as "Party".

**WHEREAS**, Empower Yolo operates a program of providing certain support services to families located in the District as further defined herein; and

**WHEREAS**, Empower Yolo desires to serve the District's Montgomery Elementary School ("Montgomery School") population by continuing to operate the Montgomery School Family Resource Center at Montgomery School (the "Montgomery School FRC"); and

**WHEREAS**, the District, and Empower Yolo wish to collaborate to support the Montgomery School FRC as more fully described herein.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein, the Parties agree as follows:

**I. GOALS OF COLLABORATION**

Empower Yolo desires to achieve the outcomes by providing various support services to the families of Montgomery School students, including health insurance enrollment, health and nutrition programs, financial literacy and economic self-sufficiency services, parenting classes, and family support services. The goals of this collaboration include the following services exclusively for families of students attending Montgomery School and for those referred by DJUSD staff and administration:

- A. Acting as a clearing house of information and resources and other service providers that serve children and families;
- B. Providing a range of health and social services to children and families in need of services and support them in accessing and using services;
- C. Providing the families with educational training on health, childrearing, nutrition and parenting and any other educational information that will strengthen families; and
- D. Working with the school and other community members to further develop services, resources and partnerships to meet the school community's broad range of needs.

**II. REFERRAL CRITERIA TO PROJECT AND PROCESS SHALL BE AS FOLLOWS:**

- A. Services will be offered to Montgomery School students and members of their family exclusively and those referred by DJUSD staff and administration;
- B. All services are voluntary and at no-cost or low cost to participants, no one will be turned away due to an inability to pay ;

C. The Empower Yolo Resource Specialist shall track participants to ensure the family is engaged in service/activity; and

D. The Empower Yolo Resource Specialist shall provide the District a report quarterly of number of participants and types of services provided without identifying any personal or confidential information about the participants.

### **III. RESPONSIBILITIES OF EACH AGENCY:**

A. District will:

1. Designate and provide use of the premises of Montgomery School for programs relevant to the mission of Empower Yolo and the provision of services to students and their families in accordance with the "Montgomery Resource Center Facility Use Agreement" attached hereto as Exhibit "A" and hereby incorporated by reference as if fully setout herein; and

2. Provide resource information to Montgomery School students and families about the availability of the Montgomery School FRC services.

B. Empower Yolo, in addition to responsibilities above, will also:

1. Operate a resource center on the grounds of Montgomery School to provide family support services to students and families;

2. Empower Yolo shall work with staff to ensure visitors follow visitor guidelines by signing in/out in the main office as posted on campus;

3. Provide an Empower Yolo Case Management Specialist assigned to provide direct services to Montgomery School families;

4. Help conduct outreach and connect Montgomery families to access and use project services;

5. Work in conjunction with Empower Yolo staff and off-site programs to provide services to students and families; and

6. Work with project partners to develop resources and services to serve the students and families.

7. Collect data to evaluate efficacy of the project;

8. Oversee the project;

9. Manage the project staff on site at the Montgomery School FRC; and

10. Collaborate with Montgomery staff to evaluate the provision of services to Montgomery School students and families;

11. Pay for all operational and staffing expenses except as noted herein;

12. Maintain all personal information concerning participating families in strict confidence in accordance with all applicable privacy laws and regulations. Records containing any personal or confidential information of the participants created and maintained by Empower Yolo shall not be provided to the District by Empower Yolo and shall not become pupil records as defined under both federal and state pupil records laws, including, but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, et seq.; and

11. Empower Yolo acknowledges that the District is prohibited from providing any confidential pupil information to Empower Yolo without the valid consent of the pupil's parent or legal guardian, and are prohibited from making referrals to Empower Yolo based on confidential pupil information. Empower Yolo is required to maintain all personal information about participant families in the strictest confidence and to protect such records from unauthorized disclosure to any third party including the District.

#### 12. FINGERPRINTING.

a. This Agreement is subject to the provisions, Education Code section 45125.1 and any subsequent amendments. Empower Yolo employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively.

b. Empower Yolo shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1.

c. Empower Yolo shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### IV. TERM AND TERMINATION

A. Term. This MOU applies specifically to the period from July 1, 2018 through June 30, 2019. This MOU may be extended for additional annual terms starting July 1 and ending June 30 of any year by mutual written agreement of all Parties.

B. Termination. The District and/or Empower Yolo may terminate this MOU by giving at least sixty (60) days written notice of their intention to cancel to the other Parties, in which case, the termination of this MOU shall also serve to terminate the Montgomery Resource Center Facility Use Agreement as of the same termination date.

## **V. INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this MOU. This indemnity shall survive termination of this MOU.

## **VI. GENERAL TERMS AND CONDITIONS**

A. Entire Agreement, Waivers and Amendments. This MOU incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this MOU must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this MOU must be in writing and executed by all of the Parties hereto.

B. Exhibits. All exhibits and attachments to which reference is made are deemed incorporated in this MOU, whether or not actually attached.

C. Interpretation: Governing Law. This MOU shall be construed according to its fair meaning and as if prepared by the Parties hereto. This MOU shall be construed in accordance with the laws of the State of California.

D. Authority. The person(s) executing this MOU on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this MOU on behalf of said Party; (iii) by so executing this MOU, such Party is formally bound to the provisions of this MOU; and (iv) the entering into this MOU does not violate any provision of any other agreement to which said Party is bound.

E. Execution in Counterpart. This MOU may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

F. Effect of Recitals. The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this MOU, and the Parties acknowledge and agree that they are each bound by the same,

G. Conflicts of Interest. No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this MOU.

H. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this MOU, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

I. Third Party Beneficiaries. Nothing in this MOU shall be construed to confer any rights upon any party not signatory to this MOU.

**As Representatives For These Agencies, We Agree To The Above.**

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Bruce Colby  
Chief Business and Operations Officer  
Davis Joint Unified School District

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Date

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Lynnette A. Irlmeier  
Executive Director  
Empower Yolo

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Date