### AN ORDINANCE No. 2023-195

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a My Life Coach Academy Grant Contract between the City of Richmond and Rings vs. Rent Scholarship Foundation for the purpose of funding the implementation of a summer youth leadership development program for Martin Luther King, Jr. Middle School students.

Patron – Mayor Stoney

Approved as to form and legality by the City Attorney

PUBLIC HEARING: JUL 24 2023 AT 6 P.M.

### THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a My Life Coach Academy Grant Contract between the City of Richmond and Rings vs. Rent Scholarship Foundation for the purpose of funding the implementation of a summer youth leadership development program for Martin Luther King, Jr. Middle School students. The My Life Coach Academy Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

ATRUE COPY:
TESTE:

§ 2.	This ordinance	shall be in force	Cambin D. Ril		
AYES:	7	NOES:	0	ABSTAIN:	City Clerk
ADOPTED:	JUL 24 2023	REJECTED:		STRICKEN:	





# **City of Richmond**

900 East Broad Street 2nd Floor of City Hall Richmond, VA 23219 www.rva.gov

### Master

File Number: Admin-2023-0466

File ID: Admin-2023-0466 Type: Request for Ordinance or Status: Regular Agenda

Resolution

Version: 2 Reference: In Control: City Clerk Waiting

Room

**Enactment Number:** 

Department: DCAO For Human Cost: File Created: 06/02/2023

Services

Subject: FY23 Reserve \$50,000 for Children's Fund Grant Final Action:

Contract for My Life Coach Academy

Title:

**Internal Notes:** 

Code Sections: Agenda Date: 06/26/2023

Indexes: Agenda Number:

Patron(s): Enactment Date:

Attachments: Admin-2023-0466 NEW - FY23 CF Grant - Rings vs.

Rent Scholarship Foundation - RPS Agreement, Admin-2023-0466 NEW - FY23 CF Grant - Rings vs.

Rent Scholarship Foundation - Contract

Contact: Introduction Date: 06/26/2023

Drafter: eva.colen@rva.gov Effective Date:

# **Approval History**

Version	Seq#	Action Date	Approver	Action	Due Date	
2	1	6/5/2023	Reginald E. Gordon	Approve	6/5/2023	
Notes:	Reviewed	and approved				
2	2	6/5/2023	Jason May	Delegated		
Notes:	Delegated	Out Of Office				
2	3	6/6/2023	Meghan Brown	Approve	6/7/2023	
Notes:	otes: Had a discussion with the City Attorney's Office and they are okay with moving forward with this grant agreement due to two other situations handled the same way but moving forward in FY24 all reserve funds in Non-Departmental will need to have a budget amendment for the expenditure of the funds.					
2	4	6/7/2023	Sheila White	Approve	6/7/2023	
2	5	6/7/2023	Sabrina Joy-Hogg	Approve	6/9/2023	
Notes:	Approved SJH					
2	6	6/8/2023	Lincoln Saunders	Approve	6/16/2023	
2	7	6/21/2023	Mayor Stoney	Approve	6/28/2023	

# **History of Legislative File**

Ver- Acting Body:	Date:	Action:	Sent To:	Due Date:	Return	Result:
sion:					Date:	

### Text of Legislative File Admin-2023-0466

City of Richmond

**Intracity Correspondence** 

**O&R REQUEST** 

DATE: May 26, 2023 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance and Admin-istration

THROUGH: Sheila White, Director of Finance

THROUGH: Jason May, Director of Budget and Strategic Planning

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services

FROM: Eva Colen, Office of Children and Families

RE: FY23 Reserve for Children's Fund Grant Contract for My Life Coach Academy ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and Rings vs. Rent Scholarship Foundation for the purpose of providing a summer leadership development program for students enrolled in Martin Luther King, Jr. Middle School

REASON: An ordinance is required to authorize the CAO to sign the grant contract on behalf of the City

RECOMMENDATION: Approval is recommended by City Administration

BACKGROUND: My Life Coach Academy is an initiative of the Rings vs. Rent Scholarship Foundation, a charitable organization authorized to conduct business in Virginia. My Life Coach Academy has a partnership agreement with Richmond Public Schools to engage 6th and 7th graders at Martin Luther King, Jr. Middle School. According to the partnership agreement, My Life Coach Academy provides: "engagement strategies that foster self-care and a career-focused life-style for continuous life learning and success planning strategies for at-risk youth." MLCA aligns its activities with school-wide initiatives and partners closely with the school principal to establish and track goals, which have been focused on student attendance and behavior.

Across Richmond, school-aged children are facing unprecedented challenges. Two significant and interconnected root causes of these challenges are:

- Due to prolonged virtual learning and other pandemic-related public health measures like social distancing, children experienced extended disconnection from school and social networks during critical developmental years; and
- 2. Significant trauma due to surging community violence and COVID deaths, borne

disproportionately by our lowest-income children whose families and communities are at greater risk of injury and death by both.

These are evident in astronomically high rates of chronic absenteeism as well as higher-than-usual numbers of youth involved with community violence and other antisocial behaviors.

My Life Coach Academy engages students identified due to behavioral and/or attendance challenges in activities that build protective factors against youth violence, as delineated by the Centers for Disease Control, and increase school engagement. However, in part due to the organization's inexperience with nonprofit fund development, Rings vs. Rent Scholarship Foundation has struggled to secure adequate financial support to maintain and grow their program to meet the needs of their target population.

There are similar initiatives and organizations across Richmond that are doing important work to support the positive youth development of Richmond adolescents during some of their most critical developmental years. Like My Life Coach Academy, many of these initiatives and organizations have strong school-level relationships but lack the experience to navigate philanthropic and governmental grantmaking processes.

Thus, the grant will serve two purposes:

- 1. To fund the summer programming of My Life Coach Academy and, in so doing, demonstrate the impact of consistent, pro-social engagement with vulnerable students both during and in between school years; and
- 2. To provide the City of Richmond's Office of Children and Families the opportunity to determine the appropriate method by which the City will provide financial support to small, hyperlocal organizations with strong stakeholder support, especially those that pro-vide in-school services like My Life Coach Academy. Organizations in this category are not well-suited for non-departmental grants due to the lack of capacity of City staff to provide appropriate monitoring and support, particularly since very small organizations typically do not undergo annual audits or submit full 990 reports to the IRS; audits and 990s are important resources for review by City staff to determine potential risk. Additionally, small, grassroots organizations often need funding more quickly than City processes allow.

The grant contract (attached) lays out pertinent details about the summer program. Additional points of context:

- The summer program will engage 10 students in a six-week program, Monday-Thursday;
- The primary activity is golf, coupled with leadership development and life coaching;
- Payment will be made once all required documentation is submitted to and approved by the
   City;
- One document to be submitted and approved before payment is made is an itemized project budget, which will be reviewed by Office of Children and Families, Human Services, and Department of Budget & Strategic Planning staff to ensure all indicated costs are eligible for City funding.

FISCAL IMPACT / COST: \$50,000

FISCAL IMPLICATIONS: This will reduce the Reserve for Children's Fund appropriation in the FY23 Non-Departmental budget category by \$50,000

**BUDGET AMENDMENT NECESSARY: No** 

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 26, 2023

CITY COUNCIL PUBLIC HEARING DATE: July 24, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2022-055

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Grant contract; RPS partnership agreement

STAFF: Eva Colen, Office of Children and Families, x5454, Eva.Colen@rva.gov

### MY LIFE COACH ACADEMY GRANT CONTRACT

THIS GRANT CONTRACT is made this \_\_\_ day of \_\_\_\_, 2022 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City") and Rings vs. Rent Scholarship Foundation, a Virginia non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the "Recipient").

### STATEMENT OF PURPOSE

- A. Section 15.2-953(A) Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside their limits if such institutions or association provides services to residents of the locality.
- B. By Ordinance No. 2022-055 the City Council of the City of Richmond, Virginia, adopted the General Fund Budget for the fiscal year commencing July 1, 2022 and ending July 30, 2023 and appropriated funds in the amount of \$500,000 to the "Reserve for Children's Fund" ("Children's Fund") in the Non-Departmental agency.
- C. Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION> further authorizes the City to enter into this Grant Contract providing funds in the amount of \$50,000 from the Children's Fund ("Grant Funds") for the purposes set forth herein to support the implementation of My Life Coach Academy's Summer Upward Down Program, a summer youth leadership development program ("Program") for Martin Luther King, Jr. Middle School students.

The City and the Recipient, intending to be legally bound, agree as follows:

### 1. Contact Information.

A. The City's point of contact for purposes of this Contract is:

Eva Colen Senior Policy Advisor and Manager, Office of Children & Families 900 E. Broad Street, Suite 501 Richmond, Virginia 23219 Eva.Colen@rva.gov 804.646.5454

This point of contact is responsible for monitoring the Recipient's compliance with this Contract.

B. Recipient's point of contact for purposes of this Contract is:

Children's Fund – My Life Coach Academy Grant Contract Page **1** of **4**  Queen Bailey Chief of Staff My Life Coach Academy 7372 Patriots Landing Place Quinton, VA 23141 804-307-3112 stoneharrisonhouse@gmail.com

C. Any party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other parties' points of contact.

# 2. Payment of Grant Funds.

- A. Payment of the Grant Funds to the Recipient shall be made in one lump sum as soon as practicable following full execution of this Contract and the receipt by the City's point of contact of the following documents:
  - i. Itemized, descriptive budget;
  - ii. Executed partnership agreement with Richmond Public Schools that reflects the summer program;
  - iii. Executed facilities use agreement with Richmond Public Schools that reflects the summer program; and
  - iv. Policies and procedures manual or the equivalent.
- B. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in Section 3 below are not fulfilled.
- 3. **Scope of Services**. In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall:
  - A. Engage 10 students from Martin Luther King, Jr. Middle School in a six-week summer camp in summer 2023;
  - B. Support participants to strengthen one or more protective factors against youth violence as identified by the Centers for Disease Control;
  - C. Track participant progress over the course of the Program;

- D. Refer participants to qualified mental and behavioral health providers, as needed;
- E. Engage participants' parents/caregivers through regular communication;
- F. Partner with the City of Richmond to connect participants and their families to services, benefits and programs, as needed.
- 4. **Performance Measures**. The City will use the following performance measure to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

Did the Recipient implement and perform the services set forth in Section 3 of this Agreement?

- 5. **Reporting.** Recipient shall collect the data necessary for reporting and compliance monitoring pursuant to this Contract. The Recipient shall furnish the City's point of contact with a written report on the use of the Grant Funds as well as applicable receipts, invoices and proofs of payment upon the expenditure of all of the Grant Funds.
- 6. **Acknowledgement of Donation.** The Recipient shall, in connection with any programs, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond as a donor, contributor, or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, websites, or other visible locations. The City has the right, upon request, to review and approve any such acknowledgement. Further, the City has the right, in its sole discretion, to require the removal of its name from any such promotional materials, brochures, publications, websites, or other visible locations.
- 7. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.
- 8. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:
  - A. The Recipient is and will be for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of

Virginia.

- B. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions. This Grant Contract is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
- C. The Recipient possesses a lease, license, memorandum of understanding, or other contract or legal right allowing Recipient's use of space at River City Middle School or any community center owned or operated by the School Board of the City of Richmond, Virginia for the purposes of this Contract.
- 9. **Audit.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

Effective as of the date first written above.

RECIPIENT:	CITY:
By:	By:
Michael Bailey	J. E. Lincoln Saunders
Chief Executive Officer	Chief Administrative Officer
Rings vs. Rent Scholarship Foundation	

APPROVED AS TO FORM:

Deputy City Attorney

5:4

# Partner Agreement between Richmond Public Schools and My Life Coach Academy

This Partner Agreement (PA) sets forth the terms and Agreement between Richmond Public Schools (RPS) and My Life Coach Academy.

# Background

My Life Coach Academy (MLCA) is a community and school focused program that will increase positive behaviors in middle schools that are located in low-income communities. The program will provide engagement strategies that foster self-care and a career focused lifestyle for continuous life learning and success planning strategies for at-risk youth. MLCA supports teachers, counselors, and community organization staff in their work to increase the expectations of attending college or trade-school by prospective low-income, first-generation college students in grades rising 6th-8<sup>th</sup> graders.

### Purpose

The purpose of this Agreement is to outline the partnership between My Life Coach Academy and RPS and to establish roles and responsibilities of each party.

# Responsibilities of My Life Coach Academy

- 1. MLCA will provide school wide support initiatives and positive interactions with at-risk-students by teaching and reinforcing basic life skills for success such as time management, effective supports for reducing problematic behavior, intentional focus on developing caring relationships between students and staff, creating a success plan, engagement of the community to promote advocacy to help create a nurturing and safe learning environment for students, and becoming college or career focused by 9<sup>th</sup> grade.
- 2. MLCA staff will:
- a. Provide daily morning and afternoon check -in with students.
  - i. MCLA life coaches positively engage students as they enter the building in the morning and engage them during dismissal.
  - ii. While engaging students during these time periods, life coaches are also observing body language and listening to conversations among the students, which may alert them to potential student conflict or other situations that may need to be addressed.
- Ħ
- The Life Coaches will primarily work with the 6th & 7th grade students on the 6th & 7th grade hallways.
- b. During scheduled times agreed upon by MLK administration, MLCA staff will coach and counsel students on the lessons for the week. The topics are administered in group, individual, experimental, and holistic approaches.

- i. Components of the program consist of:
- ii. Groups to build bonds and engage as a cohort/group/team. Topics: Anger management, mindset, trauma recovery, leadership, core values, substance awareness, communication.
- iii. Individual a safe space to dive deeper into underlying issues. Topics: Family, past trauma, current challenges, expectations, personal "why".
- iv. Experimental exposure to new experiences and ways of thinking. Topics: volunteering, yoga, family video, music, sports and fitness, content creation, virtual classes.
- v. Holistic whole person not just the offender. Topics: trauma informed care, family dynamics, youth outreach, community service, forgiveness, gratitude, vision and goals, and reflective listening.
- c. MLCA staff will also engage students during their lunch-time. During this time the MLCA staff are able to build on their relationships.
- 3. The program's administrator and life skills coaching staff will implement the program and track the progress of its intended goals while sharing and partnering with school wide initiatives, support systems and its intended mission, goals, and objectives.
  - a. Program Director / Administrator-Direct report to the Principal
  - b. Life Skills Coaches (MLCA staff) (3) will engage with identified 6th & 7th graders through weekly group sessions on topics determined by behavior data collected weekly.
  - c. MLCA will incorporate MLK's schools values and PBIS Program as part of their student engagement.
  - d. Only MLCA staff will be engaging with 6th & 7th grade students and approved guest speakers.
- 4. The Life Coaches will collaborate with the administration to use targeted time the students have available throughout the day to facilitate year-round scheduled mentoring, counseling, Social Emotional Learning relationship building practices, anger management, time management and success planning strategies. In addition, there will be counseling for students, small and large group time-management series meetings to include social and emotional success planning strategies, as well as field trips and positive exposure to many areas of interest.
- 5. The service is delivered through regularly scheduled pre-planned individual; small group and team meetings during the Fall, Spring and Summer sessions based on an agreed upon time with school administration.
- 6. MLCA staff will provide an introductory presentation of the program at the midpoint of each school year to the feeder elementary school students followed by an assembly for the students in the 5<sup>th</sup> grade at the end of the year.
- 7. When My Life Coach Academy holds its activities on school grounds or in a school building after hours, My Life Coach Academy agrees to complete an RPS facilities reservation as needed.
- 8. My Life Coach Academy will provide appropriate supervision to ensure that all its participants who are RPS students adhere to the Student Code of Responsible Ethics

- while participating in the program.
- 9. My Life Coach Academy agrees to the following regarding COVID-19 mitigation efforts:
- COVID 19 PROTOCOL: By signing this written agreement, My Life Coach Academy is certifying that all employees and representatives of My Life Coach Academy have submitted proof of vaccination to My Life Coach Academy prior to entering any RPS school or central office building. Should My Life Coach Academy implement an exemption process for employees and representatives, My Life Coach Academy agrees to implement a weekly COVID-19 testing protocol for employees and representatives exempted from the vaccination requirement. Any costs related to COVID-19 testing will be the responsibility of My Life Coach Academy; and,
- My Life Coach Academy agrees to adhere to RPS COVID-19 guidelines while on RPS property. RPS Health and Safety Measures can be found at <a href="https://www.rvaschools.net/about/health-safety-20">https://www.rvaschools.net/about/health-safety-20</a>. The provisions as stated in this section shall continue to be in effect until further notice. Failing to adhere to the stated COVID-19 protocols shall be considered an event of default and grounds for termination of the Partnership pursuant to the terms previously agreed upon in this Agreement.

# Responsibilities of RPS

- RPS agrees it will make every attempt to have the building administrator give My Life Coach Academy at least twenty-four (24) hours' notice if the space reserved for My Life Coach Academy will not be available for use by My Life Coach Academy on a particular day or for a particular period of time.
- RPS allows My Life Coach Academy to work with the students of Martin Luther King, Jr.
   Middle School to implement the CARE Life Skills Coaching Program.
- The principal of MLK will be the key point of contact for the MLCA Program Director.
- Distribution of parent/guardian consent letters for programs, field trips, after-school activities, etc. will be coordinated by MLK's administration.
- A dedicated office space, desks, chairs, and phone, will be provided for the MLCA team
  on the 6th grade hallway, to meet with students and conduct business for the duration
  of the program, as long as the space is not needed for an activity that is being sponsored
  by the school.
- Custodial support for use of the building during non-school hours.
- Provide de-identified data related to performance goals, if there is a completed and signed data sharing agreement on file with MLCA in the Office of Community Partnerships.
- Provide regular feedback to the MLCA administrator regarding the quality of the program.

### Results

My Life Coach Academy seeks the following outcomes:

- MLCA will decrease negative behaviors in schools by 40% focusing on immediate change in student's personal behavior and their ability to make positive decisions while in their school and in the community in which they live and increase student achievement and engagement.
- 2. The MLCA program will reduce suspensions as well as classroom interruptions by 40% that involve students that require focused need-based attention in life skills and the development of character, attitude, respect, and the value of education, which will increase student achievement and engagement.
- 3. MLCA will increase the number of students thinking about colleges and universities throughout the Commonwealth of Virginia and the United States of America by exposing them to these options during their middle school years, which will increase student achievement and engagement.

### Certification

My Life Coach Academy certifies to RPS by the signing of this document that all volunteers, interns, partners, and/or employees who will have direct contact with students and/or will be present on RPS property when school age children are present have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Code of Virginia § 19.2-392.02 and/or any offense involving sexual molestation or physical or sexual abuse or rape of a child and would otherwise meet the requirements to be employed by school division under Virginia law. Convictions for any violent felony as stated above and certain misdemeanors are strictly prohibited. Please refer to the Volunteer Background Prohibited Sheet for more information. If it is discovered that My Life Coach Academy did not notify RPS of a charge or conviction of one of its employees, interns, partners, and/or volunteers participating in the program of a violent felony as defined above or any offense listed on the strictly prohibited list, RPS may terminate this agreement immediately upon written notification to My Life Coach Academy. If the agreement is discontinued due to the failure of My Life Coach Academy to notify RPS of the charge or conviction of one of its employees or volunteers participating in the program of a violent felony as defined above or any offense involving sexual molestation or physical or sexual abuse or rape of a child, permission of any and all employees, interns, partners, or volunteers of My Life Coach Academy to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

My Life Coach Academy agrees that, at the request of RPS, an employee or volunteer assigned to the program(s) subject to this Agreement, will be reassigned to a more appropriate placement in RPS or will be removed from RPS completely, if it is discovered that the employee or volunteer is engaged in activities that, while not criminal in nature, makes their placement inappropriate in their current school placement or in RPS in general.

# Confidentiality

My Life Coach Academy agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Va. Code §22.1-287, for any and all student records and information that it receives from RPS. Additionally, My Life Coach Academy agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student health records and information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) and Va. Code §32.1127.1:03, for any and all student health records and information that it receives from RPS. Under no circumstances will any and all information provided by RPS be released by My Life Coach Academy to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

# **Limited Liability of RPS**

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, volunteers or participants of My Life Coach Academy while on and/or traveling to and/or from and/or between any RPS property, and/or involved in any activities that are being held or implemented pursuant to this Agreement.

### Value

No funding is needed from RPS to implement the program. RPS will not pay any money to MLCA for the implementation of this program at MLK.

### Duration

This PA may be modified in writing by the mutual consent of authorized officials from RPS and My Life Coach Academy. This PA shall become effective upon signature by the authorized officials from both parties and will remain in effect until June 30, 2024. Either party can terminate this Agreement for any reason with 60 days written notice.

### **Anti-Discrimination:**

My Life Coach Academy will not discriminate against any student or staff who wants to participate in its activities because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, and/or any other basis prohibited by federal or state law relating to discrimination, except where the disability is such that, even with reasonable accommodations, the disability prevents the student or staff member from meaningfully participating in the activity. However, per the terms of this agreement, if the disability prevents a student or staff member who would like to participate from meaningfully participating in the program, My Life Coach Academy will offer a similar but alternative activity where a person with a disability could more meaningfully participate.

### Mutual Agreement

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both My Life Coach Academy and RPS.

# Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this PA shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

# Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this PA.

### No Waiver

Any failure of a party to enforce that party's rights under any provision of this PA shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

# **Governing Law**

This PA shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

# **Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this PA only to the extent funds are available to perform its obligations hereunder.

# **Contact Information**

Grady Hart
Community Partnerships Coordinator
Richmond Public Schools
301 North 9<sup>th</sup> Street, 13<sup>th</sup> Floor
Richmond, VA 23219
804.819.4382
ghart@rvaschools.net

Michael Bailey
CEO/Executive Director
Rings vs Rent Scholarship Foundation and My Life Coach Academy
7372 Patriots Landing Place, Quinton, VA 23141
804-337-0329
mbaileylca@outlook.com

# Signed

3/16/2023   14:00 EDT	
Mr. Jason Kamras, Superintendent Date Richmond Public Schools	
Med &	-1 / 10
Micheal Bailey, CEO and Executive Director  Date Rings vs Rent Scholarship Foundation and My Life Coach Academy	3/7/83
Approved as to form by the Counsel of the School Board of the City	of Richmond:

Harrell & Chambliss LLP Date Date