

**Memorandum of Understanding
Between
Huckleberry Youth Programs and San Rafael Elementary School District
2016-2017**

This Memorandum of Understanding ("MOU") is entered into as of the "Effective Date" (defined below) by and between Huckleberry Youth Programs ("HYP") and San Rafael Elementary School District ("SRES"). HYP and SRES are each referred to as a "Party" or collectively as "Parties"

The Parties wish to enter into collaboration in providing comprehensive sexual health education services at San Rafael Elementary School District;

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

1. Huckleberry Youth Programs will provide:

- 48 sessions of sexuality education workshops (in addition to current workshop provision level) to seventh graders at Davidson Middle School and Venetia Valley, facilitated by two HYP Health Educators.
- Instruction that fulfills the California State Mandate for comprehensive sex education.

2. San Rafael Elementary School District will provide:

- \$5,000 in financial contribution.

3. Huckleberry Youth Programs and San Rafael Elementary School District 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 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 thirty (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 thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

- 4. The intent of the Parties is that this shall be a one (1) year Contract and shall expire on June 30, 2017 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 this 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 a written request to mediate, unless the Parties agree to extend such deadline or the Mediator sets a date after this time frame 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 Parties 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 any one 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" shall begin when both Parties have shown agreement to the terms of the MOU by signing the MOU.

HUCKLEBERRY YOUTH PROGRAMS

By: 
Jasmine Stevenson, Associate ED- Marin

Date: 2/22/2017

SAN RAFAEL ELEMENTARY SCHOOL DISTRICT

By: _____
Mayra Perez, Deputy Superintendent

Date: _____