

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MARIN BRANCH OF THE YMCA OF SAN FRANCISCO
AND NOVATO UNIFIED SCHOOL DISTRICT**

WHEREAS the Marin Branch of the YMCA of San Francisco ("YMCA") and Novato Unified School District ("District") mutually desire to effect a Memorandum of Understanding ("MOU") to define their relationship effective June 20, 2016.

SECTION 1. THE PARTIES' INTENT

- A. To establish and define the business relationship between YMCA and District as it relates to the summer camp programs ("Programs") for youth operating at District's facility located at Hamilton Elementary School, 5530 Nave Drive, Novato, CA ("the Facility") under supervision of District staff from 8:15 a.m. to 11:45 a.m., Monday through Thursday, June 20, 2016 through July 21, 2016, and operating under YMCA supervision from 11:45 a.m. to 4:00 p.m., Monday through Thursday, June 20, 2016 through July 21, 2016
- B. To serve as the guiding document as to the responsibilities of YMCA and District for the operation of the summer camp Programs.

SECTION 2. TERM

- A. This MOU will be in effect until July 21, 2016 and may be extended or shortened by written agreement of the parties.

SECTION 3. YMCA ROLE

- A. YMCA will provide enrichment activities from 11:45 a.m. to 4:00 p.m., Monday through Thursday, for the duration of the Program.
- B. YMCA is responsible for supervising all students from the time they are checked into the YMCA portion of the program at 11:45 a.m. until they are dismissed to an authorized individual at the end of the Program each day. Additionally, any child not met at Facility or at their neighborhood school by an authorized adult will be held in the care of YMCA staff until the child is in the care of a parent/guardian or other authorized adult.
- C. YMCA will provide classroom support during the academic portion of the Program hosted by District each morning.
- D. YMCA is responsible for the supervision and payroll of all YMCA staff. In the event that YMCA's budget of \$20,000 for the Program is fully expended before its payroll for the Program is paid in full, YMCA may invoice District for additional funds not to exceed \$20,000 to supplement its payroll expenses.
- E. YMCA is authorized to purchase enrichment supplies for the Program, not to exceed a total budget of \$6,384.00.00, and invoice District for reimbursement.
- F. YMCA will arrange field trips and guest speakers for the Program and invoice District for reimbursement in an amount not to exceed \$5,000.00.
- G. YMCA will register all students

SECTION 4. DISTRICT ROLE

- A. District will provide the academic instruction with a focus on vocabulary development from 8:30 a.m. to 11:45 a.m., Monday through Thursday, for the duration of the Program.
- B. District is responsible for supervising all students upon arrival beginning at 8:00 a.m. until they are checked-in to the YMCA portion of the Program at 11:45 a.m. each day.
- C. District will provide student lunches and a morning snack.
- D. District will provide local round-trip bus transportation to the following locations: Pleasant Valley, Lu Sutton, Loma Verde, Olive and Lynwood Elementary Schools
- E. District will provide instructional supplies for the academic portion of Program at a total budget not to exceed \$100.00 per classroom.
- F. District will ensure all kids are assessed at the beginning and the end of the program to track progress of each individual student.

SECTION 5. INDEMNITY AND INSURANCE

- A. Each party shall defend, indemnify and hold harmless the other party, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of its performance under this MOU. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of the other party, its Board, officers, employees and agents. This obligation shall survive termination of this MOU.
- B. Each party shall maintain during this MOU, at its cost, general liability insurance insuring itself against liability for bodily injury, including death, or property damage resulting from its performance under this MOU or use of the Facility for the Programs, with a limit of not less than One Million Dollars, and automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.
- C. District, at its cost, shall maintain on the Facility, fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.
- D. All insurance required hereunder shall be primary (so that any contingent liability insurance of the other party will not be called upon for contribution); non-cancelable without thirty (30) days advance written notice to the other party; cover the indemnification obligations of both parties under this MOU; and be evidenced by a certificate of insurance and related endorsement from each party's insurance carrier.

- E. Each party agrees to notify the other party in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this MOU.

SECTION 6. MISCELLANEOUS TERMS

- A. **Notification.** Formal notice between the parties under this MOU shall be addressed as follows:

For MarinYMCA:
Dana McCune
Sir. Director of Youth Development
1500 Los Gatos Dr.
San Rafael, CA 94903

For Novato Unified School District:
Ruthanne Bexton,
Director of Elementary
1015 7th Street
Novato, CA 94945

- B. **Entire Agreement.** This MOU constitutes the entire MOU and understanding between the parties, and supersedes all offers, negotiations and other MOUs concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by both parties.

- C. **Counterparts.** This MOU may be executed in one or more duplicate originals and when so executed each such duplicate original, bearing the original signatures of the Parties, shall be admissible in any administrative or judicial proceeding as proof of its terms.

- D. **Attorney's Fees.** In the event of a dispute under this MOU, each Party shall bear its own attorneys' fees and costs.

- E. **Binding Effect.** The persons executing this MOU on behalf of the Parties warrant that (i) such person is duly authorized to execute and deliver this MOU on behalf of said Party, (ii) by so executing this MOU, Party is formally bound to the provisions of this MOU, and (iii) entering into this MOU does not violate any provision of any other agreement to which either Party is bound.

- F. **Nondiscrimination.** There shall be no discrimination against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in performance of the obligations under this MOU.

- G. **Independent Contractor.** YMCA in the performance of this MOU, shall be and shall act as an independent contractor. YMCA understands and agrees that all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. YMCA assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this MOU.

WHEREFORE, this MOU is made and entered on the date first written above.

YMCA of San Francisco

DISTRICT

By : _____
Linda Griffith
Its: VP, Risk Management and Legal Affairs

By: _____
Ruthanne Bexton
Its: Director of Elementary Instruction

Date: _____

Date: _____