

**Memorandum of Understanding Between
The Marin Branch of the YMCA of San Francisco
And San Rafael City Schools**

WHEREAS the Marin Branch of the YMCA of San Francisco (“YMCA”) and San Rafael City Schools (“SRCS”) mutually desire to affect a Memorandum of Understanding (“MOU”) to define their relationship effective on October 14, 2019.

SECTION 1 - THE PARTIES’ INTENT

- A. To establish and define the business relationship between YMCA, and SRCS as it relates to developing an Alternative to Suspension Program to operate at Venetia Valley Middle School located at 177 N. San Pedro Rd. San Rafael, CA 94903.
- B. To serve as the guiding document as to the responsibilities of YMCA, and SRCS for the development of an Alternative to Suspension Program.

SECTION 2 - TERM

- A. This MOU will be in effect until June 25, 2020 and may be extended or shortened by written agreement of the parties.

SECTION 3 - YMCA ROLE

- A. The YMCA will provide the following trainings for Venetia Valley Middle School staff and students as preparation for the development of Alternatives to Suspension Program. Restorative Practices; Adverse Childhood Experiences & Trauma Informed Care; Teen Biology & Risk Taking; Marin Teen Drug Culture Awareness. The timing and staff and student ratios for each training TBD.
- B. The YMCA, in collaboration with select school staff and students, will lead the development of an Alternative to Suspension Program based on the philosophy of Restorative Justice and best practices for supporting behaviorally challenged students.
- C. The YMCA will demonstrate best practice models, and provide coaching, consultation, and coordination of a peer driven restorative Alternative to Suspension Program throughout the 2019/2020 school year.
- D. The YMCA will provide a year-end program evaluation based on comparative suspension data, student and staff focus groups and an anonymous survey.
- E. The YMCA will provide Alternative to Suspension orientations for the Venetia Valley Middle School staff, student body, and parents at meetings and gatherings the number and scope to be jointly determined with SRCS leadership.
- F. The YMCA will provide 4 program follow-ups during 2019/20 to ensure fidelity and best practices are being maintained. This may include program observation, training for new staff if necessary, etc. More extensive re-training can be arranged on an hourly fee basis if warranted.
- G. The YMCA will provide students who are refereed directly from Venetia Valley Middle School to the YMCA Marin County Youth Court with all Youth Court services provided at no cost. Youth Court

services include: intake with the parent(s) and child, a peer driven restorative accountability hearing, a case managed accountability restorative plan and the YMCA Drug & Alcohol Safety Skills Training for the child and a parent.

- H. YMCA will not charge students or families any registration fees for their participation in these programs.

SECTION 4 - VENETIA VALLEY MIDDLE SCHOOL ROLE

- A. With the leadership of the YMCA, Venetia Valley Middle School staff and administration will collaborate to develop and supervise an Alternative to Suspension Program based on the philosophy of Restorative Justice and best practices of supporting challenging students.
- B. Venetia Valley Middle School staff will collaborate with YMCA staff on developing an Alternative to School Suspension data tracking and reporting system.
- B. SRCS shall pay YMCA the sum of \$25,000 towards the YMCA's costs in providing the Alternatives to Suspension Program services under this MOU.
- C. Venetia Valley Middle School will not charge students or families any registration fees for their participation in this program.

SECTION 5 - INDEMNITY AND INSURANCE

- A. San Rafael City Schools Obligations
 - A. SRCS shall defend, indemnify and hold harmless YMCA of San Francisco, 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 SRCS performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of YMCA of San Francisco, its agents or employees.
 - B. SRCS agrees to notify YMCA in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.

SECTION 6 - NOTIFICATION

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

For YMCA:
Andrew Ward
Executive Director
Marin YMCA
San Rafael, CA 94903

For San Rafael City Schools:
Jason Symkowitz
Executive Director, Student Services
San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903

SECTION 7 - MISCELLANEOUS

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.

APPROVED AND AGREED:

Linda Griffith, VP, Risk Management &
Legal Affairs
YMCA of San Francisco

Date:

Andrew Ward, Senior Executive Director
Marin YMCA

Date:

Jason Symkowick, Executive Director, Student Services
San Rafael City Schools

Date: