



## Memorandum of Agreement: WYSE + Middle School Partner

### School Year: 2019-20

www.wyse.org • info@wyse.org

This Memorandum of Agreement (hereinafter called “this Agreement”) is entered into as of this 1st day of August, 2019, by and among Women and Youth Supporting Each Other, a Nonprofit Public Benefit Corporation and national 501(c)(3) nonprofit organization (hereinafter called “WYSE”), the student WYSE Branch Directors of the Stanford University WYSE Branch, a student organization (hereinafter called “the WYSE Branch”), and the middle/high school Ravenswood Middle School (hereinafter called “the School”) in respect of the School’s 2019-20 academic year (the “Academic Year”).

**WHEREAS**, WYSE’s mission is to empower young women via the provision of resources and support necessary for young women to make positive life choices and to create change in their communities;

**WHEREAS**, in furtherance of its mission, WYSE consults with and provides training, support and assistance to WYSE branch student organizations, including the student directors of the WYSE Branch, and the WYSE Branch, in turn, provides certain mentorship and other services to students of the School;

**WHEREAS**, the parties hereto desire to enter into this Agreement in order to memorialize their relationship and understanding with respect to the foregoing.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

#### 1. Representations and Warranties of the Parties.

- A. The WYSE Branch hereby represents and warrants to WYSE and the School as follows: (i) the WYSE Branch is a student organization fully recognized and in good standing with Stanford University (hereinafter called “the University”); (ii) the WYSE Branch has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (iii) the execution, delivery and performance by the WYSE Branch of this Agreement has been duly authorized by all necessary action on the part of the WYSE Branch.
- B. WYSE hereby represents and warrants to the WYSE Branch and the School as follows: (i) WYSE has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (ii) the execution, delivery and performance by WYSE of this Agreement has been duly authorized by all necessary action on the part of WYSE.
- C. The School hereby represents and warrants to WYSE and the WYSE Branch as follows: (i) the School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (ii) the execution, delivery and performance by the School of this Agreement has been duly authorized by all necessary action on the part of the School.

#### 2. WYSE Branch Responsibilities. The WYSE Branch shall:

- A. Ensure that every participating mentee has turned in a WYSE permission slip signed by her parent/guardian prior to the start of the curriculum. The WYSE Branch must provide a copy of the signature page to the WYSE Board for each mentee and is responsible for collecting and maintaining

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these files, which must be readily available, should WYSE need access to the record. Each permission slip shall include all the curriculum topics covered that year by the WYSE branch. WYSE Branch shall not modify topics included on permission slip following initial consent without the acknowledgement of parents/guardians.

- B. Screen and interview each mentor before allowing her to join the program, which screening shall include criminal history record checks for all participating mentors in compliance with both WYSE and middle school guidelines. The WYSE Branch shall report any legal concerns immediately to WYSE. The WYSE Branch shall submit a signed contract for each mentor confirming completion of and compliance with these requirements, at the start of each year and at the start of a mentor's relationship with WYSE.
- C. Train all mentors in a 4-hour training session utilizing the comprehensive training manual and professional guest speakers, when appropriate and as determined by WYSE. Mentor training will occur at the beginning of the program year and prior to the start of the first mentoring session. In addition, train all mentors in a 2-hour training session in the Spring prior to the onset of Unit 2 curriculum.
- D. Provide the School with a complete roster of participating mentors and mentees at any time requested by the School.
- E. Identify one WYSE Branch Director as the "School Site Director": Jessica Gold
- F. Respond in good faith and in a timely fashion to all inquiries and requests from the WYSE (including any member of the WYSE's Board of Directors) and the School.
- G. Meet with the Middle School Site Contact(s) at the beginning of the Academic Year to inform her/him of the year's goals and activities and to ensure that the WYSE Branch will comply with all Middle School legal requirements.
- H. Ensure that every group field trip and individual mentor/mentee outing occurs only with the full consent of parents/guardians. For group outings, the WYSE Branch will collect and retain signed permission slips and transportation permission slips when appropriate (including whenever required pursuant to applicable law or School or WYSE guidelines).
- I. Report any legal issues IMMEDIATELY to WYSE and keep WYSE apprised of any matters that could reasonably be expected to present legal issues.
- J. Uphold the mission, principles, and philosophy of WYSE, and ensure that the integrity of the organization is not compromised by modifications to the national curriculum or program structure without prior approval of the WYSE Board of Directors.

### 3. WYSE Responsibilities. WYSE shall:

- A. Provide training, support, and programmatic assistance to the WYSE Branch. Subject to staff

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WYSE is an independent 501(c)3 nonprofit organization.

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capacity, this may include the following: annual National Leadership Training Conference or Regional Retreat and three check-in meetings between the WYSE Branch and a member or members of the WYSE Board of Directors.

- B. Make members of the WYSE Board of Directors reasonably available at mutually convenient times and locations (or by remote communication) to address any questions or concerns of parents/guardians and School administrators.
- C. Provide the WYSE Branch with such available training and support resources as WYSE may determine are necessary to maintain the “Critical Elements of a WYSE Branch” set forth in the WYSE training materials. This and other WYSE policies may be accessed at [www.wyse.org/director-login](http://www.wyse.org/director-login) with the password “wyse.”
- D. Schedule a start-of-year check-in with the WYSE branch before the start of sessions, a mid-year check-in with the WYSE Branch in January to assess resources and support needed for the second half of the program year, and a year-end check-in prior to the end of the Academic Year.
- E. Contact the School at the end of each school year to obtain feedback on the program.

#### 4. **School Responsibilities**. The School shall:

- A. Designate a School Site Contact – a teacher, administrator, or counselor at the school – as a primary liaison between the School and the WYSE Branch. The School Site Contact will attend at least one meeting of the School’s faculty during the Academic Year (and will make reasonable efforts to do so early in the Academic Year) to explain WYSE and garner support for the program

Name: Diana Ramirez

Email: dramirez@bgcp.org

Phone: [REDACTED]

- B. Provide the WYSE Branch with a calendar of school days at the beginning of the Academic Year and timely inform the School Site Director of any changes thereto.
- C. Provide one private room in which interruptions will be kept to a minimum, understanding that sensitive and personal issues are discussed during sessions. The room will have chairs and any audio/visual equipment available, as requested by the WYSE Branch. If required by the School, a teacher (preferably female) may be present during the session.
- D. Inform WYSE and the WYSE Branch immediately of any legal, parent/guardian, or other concerns that arise.
- E. Cooperate with WYSE and the WYSE Branch in such fashions as may be reasonably requested by WYSE in connection with the implementation of the program contemplated by this Agreement.

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5. **Term; Termination.** This Agreement is effective as of the date first set forth above and shall remain in effect until the last day of the Academic Year; provided, that any party hereto may terminate this Agreement upon thirty days' prior written notice to the other parties.
6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WYSE BE LIABLE TO THE WYSE BRANCH, THE SCHOOL OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WYSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
7. **Severability.** If any term of provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
8. **Amendment; Assignment.** No amendment to or modification of this Agreement is effective unless it is in a writing signed by each party hereto. No party hereto shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each of the other parties.
9. **Choice of Law.** This Agreement and all matters arising out of or relating hereto shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Pages Follow]



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THIS WYSE MEMORANDUM OF UNDERSTANDING IS SIGNED:

#### Middle School:

_____ Name of School	_____ Principal (or VP) Signature	_____ Date
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_____ Name of Liaison/School Site Contact	_____ Signature	_____ Date
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_____ Name of Interim Superintendent	_____ Signature	_____ Date
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_____ Name of WYSE Branch Executive Director	_____ Signature	_____ Date
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_____ Name of WYSE Branch School Site Director	_____ Signature	_____ Date
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_____ Name of WYSE Branch Director/Position	_____ Signature	_____ Date
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_____ Name of WYSE Branch Director/Position	_____ Signature	_____ Date
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_____ Name of WYSE Branch Director/Position	_____ Signature	_____ Date
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#### WYSE

<u>Melissa Pierce</u>		<u>August 4, 2019</u>
Name of WYSE Board Chair	Signature	Date

<u>Nathalie Sarju</u>		<u>August 14, 2019</u>
Name of WYSE Board/Branch Contact	Signature	Date