

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN RAFAEL CITY SCHOOLS
AND BOYS & GIRLS CLUBS OF MARIN AND SOUTHERN SONOMA COUNTIES
REGARDING
TEEN CLUBHOUSE AND MENTORING PROGRAMMING**

This Memorandum of Understanding (“Agreement”) is executed by and between San Rafael City Schools (“SRCS”) and the Boys & Girls Clubs of Marin and Southern Sonoma Counties (“Clubs”), herein “Party” or “Parties,” regarding the provision of services by the Clubs to SRCS students as part of a Teen Clubhouse and Mentorship Program (“Program”) for ninth through twelfth grade students attending San Rafael and Madrone High Schools.

RECITALS

Whereas, the Clubs seek to implement the Program at San Rafael and Madrone High Schools; and

Whereas, SRCS, and the Clubs, seek to clarify the respective roles and responsibilities with respect to the Program.

Now therefore, in consideration of the promises and mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

AGREEMENT

1. Responsibilities of Clubs. Under this Agreement, Clubs shall have the following responsibilities:

- Conduct the Program at San Rafael and Madrone High Schools within the District.
- Provide administrative and staff oversight for the Program.
- Conduct Program registration.
- Operate Program daily from 1:00 p.m. - 6:00 p.m.
- Maintain total Program registration of 15-35 students.
- Offer programs that provide academic support and enrichment through the Program.
- Open Program to all students, although there will be a maximum capacity for Program as noted above.
- Follow budget guidelines on use of funds for the Program.
- Conduct BGCA National Youth Outcomes Initiative to demonstrate meeting of Program outcomes.
- Meet monthly with representatives of the other Parties to provide on-going evaluation of the Program.

2. Responsibilities of SRCS. Under this Agreement, SRCS shall have the following responsibilities:

- Provide student referrals to Clubs’ staff.
- Provide adequate office space for Clubs’ staff.

- Provide dedicated space during and after the school day for Clubs' staff to meet with students.
- Share the academic, behavioral and attendance data of students in the Program subject to any requirements of law protecting student information.
- Meet monthly with representatives of the other Parties to discuss on-going evaluation of the Program.

3. Amendment and Term. This Agreement may be adjusted to meet the needs of one or all Parties when alterations are made and approved in writing by the duly authorized representatives all Parties. The Agreement will commence on the date it is fully executed by all Parties. This Agreement will end June 30, 2017, unless terminated earlier by any Party upon sixty (60) days written notice to all other Parties.

5. Indemnification; Hold Harmless: To the fullest extent permitted by California law, Clubs shall indemnify, defend with counsel acceptable to SRCS, and hold harmless SRCS and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Clubs' responsibilities under this Agreement including provision of Program services to students and use of SRCS's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of SRCS. This indemnification obligation is not limited in any way by the amount or type of damages or compensation payable to or for Clubs or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation shall survive termination or expiration of this Agreement with respect to any Liability which arose while the Agreement was still in effect. Clubs shall be liable to SRCS for any loss or damage to SRCS's property arising from or in connection with Clubs' use of such property.

6. Insurance. Clubs shall maintain in force commercial general liability and commercial auto policies covering bodily injury and property damage and provide evidence of coverage for professional liability. All policies and insurance carriers must be acceptable to the SRCS and be written on an occurrence form. Clubs shall provide Workers' Compensation and employer's liability coverage for all employees and volunteers.

Clubs' insurance program shall be in the following amounts: comprehensive general liability with a combined single limit and per occurrence limits of not less than \$1,000,000; commercial auto policy with per occurrence limits of not less than \$1,000,000, with an annual general aggregate of \$5,000,000; professional liability policy with \$1,000,000 per claim; Workers' Compensation, with statutory limits for the State of California.

Clubs shall provide SRCS with a Certificate of Insurance and an Additional Insured Endorsement for all liability arising out of this Agreement, and this endorsement shall protect SRCS, its officers, agents and employees against liability for bodily injury, deaths or property

damage or destruction arising in any respect directly or indirectly in the Clubs' performance, responsibilities, or omissions under this Agreement.

7. Termination. SRCS may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (1) material violation of this Agreement by Clubs; or, (2) any act by Clubs exposing the SRCS to liability to others for personal injury or property damage; or, (3) Clubs is (a) adjudged bankrupt; (b) makes a general assignment for the benefit of creditors; or (c) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of itself or of all or any substantial part of its assets.

8. Fingerprinting. Clubs shall be responsible for ensuring employee, volunteer, and agent compliance with all applicable fingerprinting and criminal background investigation requirements.

9. Student Records. Clubs acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191, students records under the Family Educational Rights and Privacy Act ("FERPA"), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. Clubs shall ensure that all activities and communications undertaken under this Agreement will conform to the requirements of these laws.

10. Independent Contractor Status. Clubs and any volunteer, employee, or agent of Clubs shall be deemed at all times to be an independent contractor and not an employee of the SRCS. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the District and Clubs.

11. Nondiscrimination. Clubs agree that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, or disability, in its performance under this Agreement.

12. Compliance With Laws. Clubs shall keep itself fully informed of the applicable state and federal laws affecting the performance of this Agreement and shall at all times comply with such laws. Clubs shall also at all times comply with SRCS policies as they are applicable.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

14. Assignment. This Agreement shall not be assigned or subcontracted by Clubs without express written consent of all Parties.

15. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

16. Execution In Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original document.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Boys & Girls Clubs of Marin
and Southern Sonoma Counties

San Rafael City Schools

By: _____
Robert L. Marcus
President/CEO

By: _____
Dr. Michael Watenpaugh
Superintendent