

MEMORANDUM OF UNDERSTANDING BETWEEN
THE MARIN BRANCH OF THE YMCA OF SAN FRANCISCO
AND MARIN COUNTY OFFICE OF EDUCATION

WHEREAS the Marin Branch of the YMCA of San Francisco ("YMCA") and MARIN COUNTY OFFICE OF EDUCATION ("MCOE") and San Rafael City Schools ("SRCS") mutually desire to affect a Memorandum of Understanding ("MOU") to define their relationship effective on August 21, 2017.

SECTION 1. THE PARTIES' INTENT

- A. To establish and define the business relationship between YMCA, MCOE and SRCS as it relates to the Truancy Prevention/Intervention Programs for youth operating at Venetia Valley School's facility located at 177 N. San Pedro Rd. San Rafael, CA; and
- B. To serve as the guiding document as to the responsibilities of YMCA, MCOE and SRCS for the operation of Truancy Prevention/Intervention Programs.

SECTION 2. TERM

- A. This MOU will be in effect until June 14, 2018 and may be extended or shortened by written agreement of the parties.

SECTION 3. YMCA ROLE

- A. The YMCA will provide Truancy Prevention/Intervention services for the Venetia Valley students and their families, and will employ a bilingual person to lead these programs.
- B. The YMCA, in collaboration with school employees, will support students and families served by the Truancy Prevention/Intervention Programs.
- C. YMCA will not charge students or families any registration costs or fees for their participation in these programs.

SECTION 4. VENETIA VALLEY SCHOOL ROLE

- A. Venetia Valley, in collaboration with YMCA employees, will supervise students and their families served by the Truancy Prevention/Intervention Programs.
- B. Venetia Valley will not charge students or families any registration costs or fees for their participation in these programs.
- C. MCOE shall pay YMCA the sum of Twenty Thousand Dollars (\$20,000) towards the YMCA's costs in providing Truancy Prevention/Intervention Programs services under this MOU.
- D. Venetia Valley School employees will support their students' and their family's participation with the YMCA's Truancy Prevention/Intervention Programs.
- E. MCOE and Venetia Valley agrees to follow all YMCA of San Francisco protocols when participating in the selection or screening of any applicant for employment in the Truancy Prevention/Intervention Programs.

SECTION 5 INDEMNITY AND INSURANCE

- A. VENETIA VALLEY SCHOOL'S OBLIGATIONS

- 1) MCOE & 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 MCOE's or 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.
- 2) MCOE & 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:

Tim Byrd,
Executive Director
Marin YMCA
San Rafael, CA 94903

For VENETIA VALLEY SCHOOL:

Principal Venetia Valley School
177 N. San Pedro Road, San Rafael, CA

For Marin County Office of Education

Superintendent, Mary Jane Burke

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
and Legal Affairs
YMCA of San Francisco

Date:

Tim Byrd, Executive Director
Marin YMCA

Date:

Mary Jane Burke, Superintendent
Marin County Office of Education

Date:

Mayra Perez | Deputy Superintendent
San Rafael City Schools

Date: