



## MEMORANDUM OF UNDERSTANDING

This Agreement is made as of July 27, 2023, between the YMCA of Silicon Valley, a California non-profit corporation, located at 80 Saratoga Avenue, Santa Clara, CA 95051, and the Morgan Hill Charter School, located at 9530 Monterey Rd, Morgan Hill CA 95037.

### 1. **RECITALS**

The YMCA of Silicon Valley (YMCA SV) and the Morgan Hill Charter School agree, as per this Memorandum of Understanding, to provide 10 days of Jumpstart program as listed below and 20 days of inner-session services for Shours each day as listed.

**Summer Jumpstart -10 Days July 31st - August 11, 2023**

6.

Total Cost of the program is as follows: Staff at 8 hours per day at 10 days	
Salary	\$7,832
Workers Comp, FICA, Retirement, Payroll Taxes & Benefits	\$944
Overhead Support (Training, Accounting, Maia & Danny)	\$2,506
<b>Total Summer 2023</b>	<b>\$11,282</b>

**20 Non-School Days academic year 2023-2024(up to 40 students)**

August 14th-16th (3 Days)  
October 6th and 9th (2 Days)  
November 1st (1 Day)  
January 2nd - 5th (4 Days)  
February 20th - 24th (4 Days)  
March 9th - (1 Day)  
June 17th-21st - (5 Days)

19.

Total Cost of the program is as follows: Staff at 8 hours per day at 20 days	
Salary	\$17,800
Workers Comp, FICA, Retirement, Payroll Taxes & Benefits	\$2,145
Overhead Support (Training, Accounting, Maia & Danny)	\$5,696
<b>Total 2023-2024 Inner Session</b>	<b>\$25,641</b>

The YMCA SV and Morgan Hill Charter agree to the following:

This MOU for 11,282 for Summer 2023 Jumpstart and 25,641 for 2023-2024 inner-session program services. **For a total MOU of \$36,923**



I. **RESPONSIBILITIES:**

Morgan Hill Charter School will:

1. Assist with promotion and recruitment of program
2. Identification of target students for targeted enrolment
3. Engagement of principal
4. Provide facilities and collateral expense (e.g., Janitorial, Utilities, space)
5. Recruit a site liaison for the program(s) listed in this MOU
6. Provide all necessary program supplies for the services listed on the MOU
7. Provide Lunch for students attending the services listed on the MOU

YMCA of Silicon Vally will:

1. Operate the program services listed on this MOU, up to 40 students each day and up to 8hrs per day.
2. Provide Site Coordinator for supervision of program and provide staff to meet the state's TK/L 1: 10 ratio and 1<sup>st</sup>-8<sup>h</sup> Grade 1: 20 Ratio.
3. Always interact with participant youth with adult supervision in accordance with YMCA child protection practices.
4. Execute enrichment activities pursuant to the program requirements.
5. Sign-in/out students on a daily basis
6. Create and implement program policies for the protection of students and staff as well as standard operating procedures:
  - a. Sign in/out
  - b. Early Release policy
  - c. Bathroom Policies
  - d. Child Abuse prevention
  - e. Transportation, if applicable
7. Will provide assurance that all YMCA staff have appropriate background checks if working with YMCA youth.



8. Will follow YMCA of Silicon Valley Volunteer and Contractor Policy and if applicable, will submit an assurance that all adults are fully vaccinated or provide a negative COVID test within three (3) days of each activity on YMCA premises.
9. Shall not violate any city, county, state, or federal law, ordinance, or regulation on or about the YMCA property.

**II. TERM**

The term of this MOU shall be from 07/31/2023 to 06/12/2024 ("Commencement Date").

**III. PAYMENT TERMS**

The Contractor will submit invoice to the LEA on at the end of each service- Jump Start In-voice by September 15 and Inner Session by June 30, 2024. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: \$36,923

**IV. INSURANCE**

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

**V. ASSIGNMENT AND TRANSFER**

There shall be no assignment of any part of this MOU by LEA or Contractor.

**VI. INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability,



losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

I. **APPLICATION OF LAW**

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

**TERMINATION OF AGREEMENT**

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may terminate this MOU without cause upon thirty (30) days prior written notice.

VIX. **CONFIDENTIALITY**

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will



return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

## **FINGERPRINTING SCAN AND TB TEST**

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.



IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

**YMCA** of Silicon Valley

Morgan Hill Charter School

Date:  \_\_\_\_\_

Date: r/ IS-/ Z 2023-09-10 04:03:26

  
\_\_\_\_\_  
Mary Hoshiko Haughey  
Chief Operating Officer

vJ9CLV,-1 C .  
Paige Cisewski  
Executive Director

9.5.23