

Memorandum of Understanding
Between
The City of Yakima,
Educational Service District 105, and
The Yakima School District
For Services Related to DCYF Agreement Number 2064-91044

WHEREAS, during the Spring semester of 2019 (March – June), the Yakima School District (“YSD”), Educational Services District 105 (“ESD”) and the City of Yakima (“City”)(collectively sometimes referred to as “Parties”) entered into a Memorandum of Understanding creating the Yakima Youth Leadership Pilot Program (“Pilot Program”); and

WHEREAS, that Pilot Program included an intervention specialist that worked with ten (10) students at Lewis & Clark Middle School and Franklin Middle School and their families to education them on a variety of subjects pertinent to making good decisions and staying away from gang affiliation and violence, as well as to encourage them to stay in school, be involved in activities, and better communicate with teachers and family members; and

WHEREAS, based on the data collected and evaluated, during the limited time of the Pilot Program changes in behaviors, improvement in grades and improvement in attendance for the participants was noted; and

WHEREAS, the City, with the support of YSD, ESD and other community stakeholders, applied for a Youth Gang Suppression Implementation Grant through the Office of Juvenile Justice and Delinquency Prevention (“Grant”) to fund the Yakima Youth Leadership Program past the Pilot Project and in all four YSD middle schools; and

WHEREAS, the City was awarded the grant and the Parties entered into an agreement regarding the terms and conditions of the Program specific to the grant money allocated by OJJDP, which only covered three (3) education advocates, not enough for one to be housed at each YSD middle school; and

WHEREAS, the City was subsequently awarded \$50,000.00 from Governor Inslee through a budget proviso, administered through the Department of Children,

Youth and Families, to hire a fourth education advocate, including administration costs associated therewith; and

WHEREAS, this addition funding provides for one education advocate to be assigned to each of the four YSD middle schools; and

WHEREAS, the YYLP curriculum and work will be enhanced by having an additional education advocate to help 6th grade youth and their families; now, therefore, it is hereby agreed to as follows:

1. Introduction

This Memorandum of Understanding (MOU) is between the Yakima School District, Educational Service District 105 and The City of Yakima for the purpose of extending the MOU dated February 19, 2020, to increase the number of education advocates from three to four. The Recitals above are fully incorporated herein.

2. Term

The term of this MOU is the term of the DCYF contract—the date of this MOU through June 30, 2021.

3. ESD 105 Obligations

Pursuant to the terms of this MOU and the contract, ESD agrees to the following:

- a. Hire one (1) Education Advocates to each work approximately 630 hours through the term of this contract throughout the school year, and during the summer months (acknowledging that some weeks, such as spring break and winter break will not be weeks where hours are worked). ESD will allow YSD to participate in the hiring of the Education Advocate position.
- b. The Education Advocate will meet a minimum of two times weekly with their assigned participants. They will be assigned up to 20 active participants at a time. The Education Advocate will coordinate with school staff for meeting room space, and the times when student contact is allowed.
- c. The Education Advocate will work with the YSD, and any personnel at the middle schools authorized by YSD, to select participants for the YYLP.
- d. The Education Advocate will conduct attendance, grade and behavior challenges with rewards for completion, monitor grades and attendance on a weekly basis, and connect participants to tutoring and community resources (including helping with paperwork, referrals and following up on appointments).
- e. The Education Advocate will utilize the structure and curriculum created by the Pilot Program as the basis for their activities with the participants.

- f. The Education Advocate will connect with participants' parents and/or guardians regarding the participants, providing coaching to parents regarding parenting, as well as to connect the family to resources as necessary.
- g. Once the Education Advocate determines that the participant has completed the YYLP and has acceptable behavior, attendance and attitude, the Education Advocate will find a trusted coach, teacher, mentor or counselor and conduct a "warm handoff" into a new mentorship relationship for the participant.
- h. The Education Advocate will collect data from participants in the form of survey answers, attendance and grade records, notes from conversations, goal and milestone achievements and other relevant data associated with YYLP. The Education Advocate and the ESD will collect and provide all necessary data to comply with the DCYF contract reporting requirements. The Education Advocate will work with a Researcher, chosen by the City, to ensure data collected can be used in evaluating the success of the program.
- i. ESD will provide (although the Education Advocate will primarily be meeting participants at the middle schools or at their homes), meeting space, office supplies, a laptop or tablet computer for data collection and record keeping, a cellular telephone and plan, and all tech support.
- j. ESD will provide all administrative support associated with the Education Advocate, and pay all necessary taxes or payments associated with hiring the Education Advocate.
- k. ESD will provide training to the Education Advocate and will allow the Education Advocate to attend trainings offered by YSD if ESD determines that those trainings are relevant and appropriate.

4. YSD Obligations

Pursuant to the terms of this MOU and the DCYF Contract, YSD agrees to the following:

- a. YSD will allow the Education Advocate to have access to students involved in YYLP during the school day, as allowed by teachers, principals and staff. The schools involved in the YYLP are Lewis & Clark, Washington, Franklin and Wilson Middle Schools. ESD shall work with YSD to determine which school is best suited to house the DCYF-funded Education Advocate.
- b. YSD and the middle schools agree to accept the services provided to youth through YYLP by the Education Advocate. During the school day services may include one-on-one and/or group mentoring opportunities with the Education Advocate during the participating students' lunch period, or during other times approved by the school's staff. The Education Advocate may make referrals to both school and third-party services for the student

participants and their families. In addition to school athletics and activities, the Education Advocate may identify opportunities for the student participants and their families to participate in community activities and opportunities outside of the school day or after school.

- c. YSD will provide the Education Advocate access to relevant data, anticipated to include data regarding attendance, grades and discipline. Data required by the DCYF contract reporting requirements shall be provided by YSD to the City for reporting purposes.
- d. YSD may train, or allow the Education Advocate to attend YSD trainings, where appropriate, at no cost. Training may include, but not be limited to, case management, home visitation, ACEs, and school district policies. Any training provided by YSD will be at the sole discretion of YSD.
- e. YSD will designate a liaison staff member of the assigned middle school to work with the Education Advocate and the City. How often these parties meet is up to the discretion of the liaison, Education Advocate and City.

5. City Obligations

Pursuant to the terms of this MOU and the DCYF contract, the City of Yakima agrees as follows:

- a. The City will administer the DCYF Contract and provide reimbursement to ESD 105 under the terms and conditions of this MOU, the DCYF Contract and the attached Budget.
- b. The City will designate a representative to coordinate efforts under the DCYF Contract and conduct activities as outlined in this MOU.
- c. The City will coordinate necessary information and provide the required reports to DCYF to ensure continued funding of the Education Advocate position during the term of this MOU.

6. Compensation

ESD shall be compensated for the Education Advocate (time, benefits and equipment), as outlined in the attached Budget. All invoices shall be supplied to the City, sent to Cally Price (Assistant to the City Manager, 129 N. 2nd Street, Yakima, WA 98901) for review and reimbursement. Invoices shall state: "DCYF Contract; Agreement Number 2064-91044." Reimbursement shall not in any event exceed the DCYF Contract amount of \$50,000.00.

7. General Operational Procedures and Provisions

- a. Parent Permission: A parent/guardian must give written permission for their student to participate in the YYLP. The written permission will include permission from the parent/guardian for the release of student records. The Education Advocate will coordinate written permission. YSD will approve or provide the permission form to be used.
- b. Consideration to Middle Schools: The middle school in which the Education Advocate is placed will receive no compensation or consideration for the services the Education Advocate provide to the participating students and their families.
- c. Safeguarding Information: The Parties agree that they will not disclose confidential information of the youth participating in the program unless required by law or court order.
- d. Inspection: YSD and ESD agree that the City may make reasonable periodic inspections of the work products of the Education Advocate. Such work products may include surveys formulated for the youth and guardians to evaluate baselines and successes, periodic reports, and any final reports and/or recommendations.
- e. Cooperation in Evaluation: ESD 105 and YSD will participate in the evaluation of the program, which is anticipated to include surveys and interviews with staff who interact with the youth who participated in the program and who interacted with the Intervention Specialist. Additional help in providing recommendations for the sustainability of the YYLP after the DCYF Contract expires will be requested and appreciated.
- f. Communication: Communication between the City, ESD and YSD shall be regular and ongoing. It is anticipated that the Education Advocate may meet with teachers, administrators and counselors at the participating middle school, and that monthly meetings may be held (telephonically, virtually or in person) with additional relevant personnel if necessary. Administrators and/or staff will be included in meetings for evaluating the work and outcomes of the program. The City may also schedule meetings with the Education Advocate and YSD personnel as needed.
- g. Hold Harmless: The City shall protect, defend, indemnify and hold ESD 105 and YSD, and their elected and/or appointed officials, employees, attorneys, agents and volunteers, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by ESD or YSD, or their elected and/or appointed officials, employees, attorneys, agents or volunteers, and which arise directly or indirectly from or out of, relate to, or in any way are connected

with personal injuries or property damage occurring because of the intentional acts of the City under this MOU.

ESD shall protect, defend, indemnify and hold YSD and the City of Yakima, and their elected and/or appointed officials, employees, attorneys, agents and volunteers, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by YSD or the City of Yakima, or their elected and/or appointed officials, employees, attorneys, agents or volunteers, and which arise directly or indirectly from or out of, relate to, or in any way are connected with personal injuries or property damage occurring because of the intentional acts of ESD under this MOU.

YSD shall protect, defend, indemnify and hold ESD 105 and the City, and their elected and/or appointed officials, employees, attorneys, agents and volunteers, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by ESD or the City, or their elected and/or appointed officials, employees, attorneys, agents or volunteers, and which arise directly or indirectly from or out of, relate to, or in any way are connected with personal injuries or property damage occurring because of the intentional acts of YSD under this MOU.

- h. Modification: Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
- i. Termination: This MOU will terminate in the event the DCYF Contract is cancelled, terminated, or unfunded. This MOU may also be terminated by any party on sixty (60) days written notice. A termination by any party constitutes a termination of the agreement as to all parties.
- j. Insurance: It is understood that none of the parties to this MOU provides insurance coverage for any other party of this MOU. Each party to this MOU provides its own insurance.
- k. Disputes: In the event there is a dispute over the terms and conditions outlined in this MOU or the DCYF Contract, the parties will first seek to resolve the dispute through alternative dispute resolution. In the event the

negotiations are not successful, a claim may be brought in Yakima County Superior Court.

- I. Grant document prevails: If there is a conflict between this MOU and the DCYF Contract, the DCYF Contract document prevails.
- m. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this MOU is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this MOU.

By signing below, each party affirms that this Memorandum of Understanding has been approved by the parties.

DATED this _____ day of September, 2020.

THE CITY OF YAKIMA

YAKIMA SCHOOL DISTRICT

Robert Harrison
City Manager

Trevor Greene
Superintendent

ATTEST:

EDUCATIONAL SERVICE DISTRICT 105

Sonya Claar-Tee
City Clerk

Kevin Chase
Superintendent