

**Memorandum of Understanding**  
**Between**  
**The City of Yakima,**  
**Educational Service District 105, and**  
**The Yakima School District**  
**For Services Related to OJJDP Grant 2019-PB-BX-0017**

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 wish to formalize the obligations of each as required by the Grant and generally agreed to under the letters of understanding submitted in the Grant application; 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 providing gang education and prevention measures to youth affiliated or at risk to be affiliated with gang involvement in the middle schools of the Yakima School District as part of the Gang Reduction and Intervention Task Force Yakima Youth Leadership Program (“YYLP”), as outlined in the Project Narrative for OJJDP Grant 2019-PB-BX-0017, and as substantively agreed to in Letters of Understanding submitted as part of that grant application in June of 2019. The Recitals above are fully incorporated herein.

## 2. Term

The term of this MOU is the term of the OJJDP grant—the date of this MOU through September 30, 2022.

## 3. ESD 105 Obligations

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

- a. Hire three (3) Education Advocates to each work approximately 420 hours per year—an average of 9-10 hours per week 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 positions
- b. Education Advocates will meet a minimum of two times weekly with their assigned participants. Each will be assigned up to 10 active participants at a time. Education Advocates will coordinate with school staff for meeting room space, and the times when student contact is allowed.
- c. Education Advocates will work with the YSD, and any personnel at the middle schools authorized by YSD, to select participants for the YYLP.
- d. Education Advocates 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. Education Advocates will utilize the structure and curriculum created by the Pilot Program as the basis for their activities with the participants.
- f. Education Advocates 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 an 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. Education Advocates 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. Education Advocates and the ESD will collect and provide all necessary data to comply with the OJJDP Grant reporting requirements. Education Advocates 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 Education Advocates 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 hiring of the Education Advocates, and pay all necessary taxes or payments associated with hiring the Education Advocates
- k. ESD will provide training to the Education Advocates and will allow Education Advocates 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 Grant, YSD agrees to the following:

- a. YSD will allow the Education Advocates and the Coordinator 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.
- b. YSD and the middle schools agree to accept the services provided to youth through YYLP by the Education Advocates. During the school day services may include one-on-one and/or group mentoring opportunities with Education Advocates during the participating students' lunch period, or during other times approved by the school's staff. The Education Advocates 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 Advocates 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 Education Advocates and the Coordinator access to relevant data, anticipated to include data regarding attendance, grades and discipline.

Data required by the OJJDP Grant reporting requirements shall be provided by YSD to the Coordinator for reporting purposes.

- d. YSD will conduct an all 6<sup>th</sup> grade class assembly each calendar year, focusing on a topic that is pertinent to 6<sup>th</sup> graders and that will help them make good decisions and stay out of gangs and away from violence. The topic(s) for the assembly will be jointly agreed upon in advance between YSD and the Coordinator. YSD will be responsible for any costs associated with the assemblies. The assemblies may be combined with other assembly programming already envisioned or scheduled, or may be a separate stand-alone assembly on the subject. YSD and the Coordinator will work with local stakeholders, service providers and community members to find volunteers to speak at the assembly, however, in the event there are costs associated with the speaker(s), YSD is responsible for said costs.
- e. YSD will conduct a parent education event for all 6<sup>th</sup> grade parents/families/guardians each year. This event may be district-wide, or may be an event at each school. Said event will include providing a meal and child care for maximum participation. The topics of the event will be jointly agreed upon in advance between YSD and the Coordinator. YSD will provide space for a “services fair” or tabling opportunity for service providers. The Coordinator will coordinate the services fair with YSD. YSD and the Coordinator will work with local stakeholders, service providers and community members to find volunteers to speak at the event. YSD is responsible for the costs associated with the event, including, but not limited, to speaker(s) fees, meal, and childcare costs.
- f. YSD may train, or allow Education Advocates 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.
- g. YSD will designate a liaison staff member of each middle school to work with YYLP Education Advocates and the Coordinator. How often these parties meet is up to the discretion of the liaison, Education Advocates and Coordinator.

##### 5. City Obligations

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

- a. The City will administer the OJJDP grant and provide reimbursement to ESD 105 under the terms and conditions of this MOU and the Grant.
- b. The City will designate a Coordinator to coordinate efforts under the Grant and conduct activities as outlined in this MOU. The Coordinator will also be

continuing the GRIT Village meetings every other month, and facilitating and leading the Steering Committee.

- c. The City will coordinate necessary information and provide the required reports to OJJDP to ensure continued funding of the YYLP.
- d. The City will contract with an independent evaluator to analyze collected data and provide a yearly report as to the YYLP. A copy of that report will be provided to the Parties.

## 6. Compensation

ESD shall be compensated for the Education Advocates (time, benefits and equipment), and overhead up to the following amounts, unless otherwise altered by the OJJDP budget: year 1: \$3,761.00; year 2: \$3,856.00; and year 3: \$3,933.00. Compensation shall not exceed the OJJDP-approved budgeted amount per year in total. The Coordinator and ESD shall agree on the budget at the beginning of each OJJDP budget year. Compensation is on a reimbursement basis. All invoices shall be supplied to the City, sent to Cally Price (Assistant to the City Manager, 129 N. 2<sup>nd</sup> Street, Yakima, WA 98901) for review and reimbursement. These amounts increase in year 2 and year 3 based on an increase in salary for Education Advocates, if appropriate, but reimbursement amounts shall never exceed those amounts outlined in the budget submitted to OJJDP as part of the Grant application.

## 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. Education Advocates will coordinate written permission. YSD will approve or provide the permission form to be used.
- b. Consideration to Middle Schools: Middle Schools will receive no compensation or consideration for the services the Education Advocates provide to the participating students.
- 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 Coordinator may make reasonable periodic inspections of the work products of the Education Advocates. 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 OJJDP Grant 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 Advocates may meet with teachers, administrators and counselors at the participating middle schools, and that monthly meetings may be held (telephonically 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 Coordinator may also schedule meetings with the Education Advocates 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 OJJDP grant is cancelled 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 OJJDP Grant, 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.
- l. Grant document prevails: If there is a conflict between this MOU and the OJJDP Grant, the Grant 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 19<sup>th</sup> day of February, 2020.

THE CITY OF YAKIMA

  
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Alex Meyerhoff  
Interim City Manager

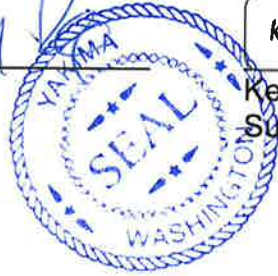
YAKIMA SCHOOL DISTRICT

DocuSigned by:  
  
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15DD1030E1134AA...  
Trevor Greene  
Superintendent

ATTEST:

EDUCATIONAL SERVICE DISTRICT 105

  
Sonya Claar-Tee  
City Clerk



DocuSigned by:

*Kevin Chase*

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Kevin Chase  
Superintendent

CITY CONTRACT NO: 2020-028  
RESOLUTION NO: N/A