



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SIGNATURE PROGRAM - SCHOOL PARTICIPATION AGREEMENT

Between **El Camino YMCA** and **Castro Elementary School**

Mission:

Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Learning Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE

The El Camino YMCA and the Mountain View Whisman School District, Castro Elementary School enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in an Afterschool Signature Program (“ASP”) and/or Summer Learning Loss Prevention Program (“SLLP”) to improve the educational success of participants (hereafter, “the Program(s)”). The Program(s) covered under this Agreement is: Summer Learning Program (SLP)

YMCA and School (hereafter “Party” or “Parties”) desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.
2. The Parties agree to jointly create a collaboration plan that will include:
 - a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA “Program Site Director”, to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
 - b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The protocol will conform to the Parties’ existing emergency protocols and all legal requirements.

- c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA (“Y-USA”) brand, trademark and advertising requirements related to such materials.
3. Payment:
The YMCA of Silicon Valley agrees to pay the cost of 2 credentialed teachers. Mt. View Whisman will not be responsible.
4. Parent Fees:
The Summer Learning Program will be free for all participants recommended by the Castro Principal. The YMCA provides financial assistance opportunities.

Staff and Student Selection

1. The School's principal will work with the YMCA to recommend certified teachers and/or other School staff who might be recruited for the Program as YMCA employees, volunteers, or as School staff assigned to serve as liaisons.
2. The YMCA Senior and or Program-Director shall have final authority to hire staff who will deliver Program components, including certified teachers to help ensure that the ASP and/or SLLP Program components and activities align to the School's day curricula.
3. Teachers hired by the YMCA Program Director and or School Principal to work with Program participants shall be employees of YMCA for purposes of the Program and during Program hours. This employment relationship is limited to the duration of the YMCA Program and is not intended to affect the teacher's employment with the host School or district. The Parties will review their respective personnel policies and will meet to identify and resolve employment issues such as contractual obligations, pay differentials, benefits, to assure that the employment conforms to personnel expectations and legal requirements.
4. The School's principal and the selected teachers will recommend students to participate in the Program based on YMCA priority criteria for inclusion. The Programs are particularly interested in serving students who meet any of the following criteria:
 - a. At risk of non-proficiency in state standardized tests in reading;
 - b. Eligible for free and reduced lunch program
5. The YMCA Program Site Director and staff will have final authority to determine which students will be invited to participate in the Program.

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
 - a. *Participant Defined.* Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a “Participant”). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a “Non-Participant”.
 - b. *Compliance with FERPA and applicable privacy laws.* The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA

agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

c. Collection of Participant Data.

School agrees to provide the following participant-specific information to the YMCA:

For SLP

- Student attendance data.
- Data regarding classroom behavior and discipline.
- Reading scores.

d. SLP School Assistance with Data.

School also agrees to provide YMCA and Y-USA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.

a. Disclosure of Participant Data to Y-USA and Other Business Partners.

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student’s parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving and reporting on the Program.

School agrees that the YMCA, Y-USA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

b. Disclosure to Third Parties

School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify

School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. School shall make the following spaces available to the YMCA for the Program at the times indicated: classrooms, computer lab or cart, cafeteria, outdoor space/grounds, restrooms and other spaces deemed necessary to fulfill the Program requirements and expectations.
 - a. YMCA has access to chromebook cart. No Computer lab is needed
2. School shall provide general security and custodial services. Please provide phone number for janitors
3. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.
4. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.
5. YMCA and/or School shall provide healthy meals and/or snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.
6. YMCA shall comply with provisions of Education code section 45125.1 regarding submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. The YMCA shall not permit any employees to have any contact with District pupils until such time as the YMCA has verified that such employees has not been convicted of a felony. The YMCA responsibility shall extend to all employees, subcontractors, and employees of subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the district and /or acting as independent providers of the YMCA.
7. No person shall be initially allowed to interact with students unless he/she has placed on file with the YMCA or district certificate from a physician licensed under the Business and Professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approval intradermal tuberculin test. An X-Ray of the lungs shall be required only if intradermal test is positive. (Education Code 49406)
8. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid, each Party shall bear its own costs, if any, for execution of its

obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

9. If applicable school shall provide training for y staff on reading programs being used and recommended for the summer.
10. The school will provide the pre/posttest for RAZ kids program on the first day of programing and the last day of programming

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.
2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.
3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.
4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.
5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
6. Mountain View Whisman School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.
8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.
9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.
10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

School

YMCA

Name and Title (print)

Name and Title (print)

Address

Address

Phone and E-mail

Phone and E-mail

Duration of Agreement; Amendments

1. This Agreement is effective on June 11, 2018 and shall end on July 20, 2018 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.
2. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

ACCEPTED AND AGREED

Mountain View Whisman School District

YMCA of Silicon Valley

Signature

Signature

Name and Title (print)

Name and Title (print)

Address

Address

Phone and E-mail

Phone and E-mail

Date

Date