



## **YMCA CAMP PROGRAM - ORGANIZATION AGREEMENT**

**Between YMCA of Silicon Valley and Mountain View Whisman School District. This agreement starts November 30, 2020 until June 4, 2021**

### **Purpose:**

Led by committed and professional YMCA Leaders, our Y Super Scholars Program teach youth the foundational skills needed to develop healthy, trusting relationships and build self-reliance while getting academic support to ensure future success.

At the YMCA, we continue to make safety a priority to protect our families and staff. YMCA fall programs have been adapted to ensure that the environment adheres to the strictest COVID-19 regulations from the CDC and local guidance. To meet the needs of our community while youth are distance learning, we will be offering academic support in a safe and socially supportive environment through stable learning groups consisting of no more than 14 youth. In collaboration with our school districts and other community partners, the YMCA has successfully provided full-day support for families in need since March. While we continually update our practices to fit the current health and safety regulations, the constant focus of our program continues to be fostering friendships, belonging and achievement. We are look forward to welcoming you and your child to our community.

### **PREAMBLE**

The **YMCA of Silicon Valley** (hereafter "**YMCA**" or "Party") and Mountain View Whisman School District (hereafter "Party" or "MVWSD"), and YMCA referred to collectively as the "Parties", enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in an Academic, Enrichment and Recreation Center to provide full day care for children of students identified by MVWSD (hereafter, "the Program"). The Program covered under this Agreement is: Y Super Scholar Program for students identified by MVWSD.

YMCA and Party desire to provide distance learning support during the months of The Program is part of a local YMCA initiative to ensure that youth are supported in distance learning, our families have the resources to go to work and to support local communities. 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 Party agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to the Party by YMCA.
2. The YMCA will abide and follow all County and State COVID-19. A copy of the YMCA COVID -19 is attached to this agreement.
3. The Parties agree to jointly create a collaboration plan that will include:
  - i. A protocol for emergencies, such as Program closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the YMCA building or ground. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.
  - ii. 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 and MVWSD brand, trademark and advertising requirements related to such materials.
4. Enrollment will open November 30, 2020 with 56 students. This constitutes 4 cohorts of 14 children. Enrollment will increase by 56 on January 4, 2021 for a total of 112 students. More cohorts can be made available after January 4, 2021 through additional agreements made between both parties
5. Payment

The total fee per week is \$260 per child for MVWSD Students. Enrollment is set by session of three weeks for a total of \$780 per child.

Payments costs are calculated at a weekly rate per child.

The YMCA will invoice MVWSD for all cost for the FY20-21 year by December 15, 2020
6. The YMCA of Silicon Valley requires all staff to undergo and pass a background (fingerprint) check during the hiring process. This background check is run by the California Department of Justice and indicates that all Parties are clear to work. TB test must be completed before any staff can start working.
7. Cancellation Policy

Cancellations must be made two weeks prior to the start of program. County regulations do not allow us to substitute children into the program during the middle of a session. For this reason we can only replace children not attending every three weeks.

In the case that the program is shut down under the direction of Public Health, we will honor a pro-rated credit or refund to the district for the time families must be under quarantine.

### **Student Selection**

1. MVWSD will identify all students eligible students and create a structure for tracking for the YMCA
2. The YMCA will contact those students in order and report daily confirmation through the process identified by MVWSD

### **Data Collection, Disclosure and storage**

1. Participant information

a. *Participant Defined.* Any child who is selected based on the criteria set agreed upon and approved to participate in the Program by the YMCA Program Director shall become a participant upon submission of a signed program Release (each, a "Participant").

- b. Collection of Participant Data.

Party agrees to provide the following participant-specific information to the

**YMCA:**

- Student's Name
- Student's age
- Student's duration of care needed
- Student's Caregiver Name
- Student's Care giver contact

- c. Disclosure to Third Parties

Party understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual children that is not de-identified will be reported.

It is understood that if a Participant or staff member is confirmed with the COVID-19 virus, the individual information will not be disclosed to program Participants.

It is also understand that if the disclosure is mandated by the public health department the YMCA will comply.

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

#### 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 Party's employee and family data in its possession. YMCA agrees to notify Party 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 the Party, 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; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

#### **Program Implementation**

1. The Program will full comply with all public health and the Center for Disease Control and Prevention requirements for operating academic, enrichment and recreation center. This includes all standards and practices for group sizes, child to staff ratios, social distancing, group interactions, hard surfaces and spaces cleaning and personal hygiene practices. The YMCA will perform its duties under this Agreement in a manner consistent with and in compliance with all applicable laws and regulations. In addition the program will perform health checks with staff and children upon entering the program.
2. The program will not allow anyone presenting with a fever or illness symptoms to enter the program. Anyone who falls ill during the day will be isolated and sent home immediately.
3. Program will run between 8:00 AM to 5:00 PM at 3 locations:
  - Graham Middle School
  - Crittenden Middle School
  - Castro/Mistral Elementary Schools
4. MVWSD will provide Wi-Fi access to staff and Student's on campus.

5. MVWSD will provide Janitorial services for the duration of the program.
6. The YMCA will not be charged facility rental for facilities used for this program.
7. The YMCA may host site visit observations conducted by YMCA staff to help ensure Program fidelity and for the purposes of quality assurance. YMCA staff visitors will not interact with the stable cohorts of staff and children and will practice physical distancing at all times.
8. MVWSD will provide lunch to all students in this program
9. 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)

#### **Miscellaneous Provisions**

1. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws and the Parties agree to submit to the exclusive jurisdiction of the courts located in California.
2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.
3. The YMCA 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 MVWSD and its officers, directors, 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, including those arising from any and all injuries or damages to children entrusted to YMCA's care hereunder.

MVWSD agrees to indemnify and defend YMCA and its, officers, directors, employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of MVWSD and/or Its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from MVWSD failure to comply with any law, regulation, or ordinance, including but not

limited to those listed in this Agreement including those arising from any and all injuries or damages to children entrusted to YMCA's care hereunder.

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. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument.
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

#### **DURATION OF AGREEMENT**

1. This Agreement is effective of November 30, 2020 and shall end on June 4, 2021 unless terminated by either Party with 30 days advance notice without cause and/or this program ends and the regular school schedule returns. 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**

Ayinde Rudolph Ed.D.

District Representative

Superintendent

Representative Title

Representatives Signature

Date

**YMCA of Silicon Valley**

Sandra B. Walker

YMCA Representative

President/CEO

Representative Title

Sandra Walker

Representatives Signature

12/7/2020

Date