

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING
BETWEEN YOLO CONFLICT RESOLUTION CENTER AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This MOU is a renewal of an agreement between Yolo Conflict Resolution Center (YCRC) and DJUSD to provide mediation services, outreach for district staff and community members, training for DJUSD staff and an annual reporting of the District's conflict resolution policies and practices.

FISCAL IMPACT: This MOU is for the 2017-2018 school year. The Administrative Services, Instructional Services and Student Services budget funds the \$15,000 cost.



Phone: (530) 564-2324
PO Box 1874 Davis, CA 95617
Email: programs@yolocrc.org
Web: www.yolocrc.org

Memorandum of Understanding

Between

Yolo Conflict Resolution Center

and

Davis Joint Unified School District

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Yolo Conflict Resolution Center (YCRC), a nonprofit organization, and the Davis Joint Unified School District (DJUSD). The effective date of this MOU is July 1, 2017.

This MOU sets forth the definition and understandings concerning the relationship between YCRC and DJUSD regarding YCRC's delivery of conflict resolution services, presentations, training, and reporting to be provided by YCRC to DJUSD affiliated staff and community.

RECITALS

WHEREAS, YCRC is a community nonprofit organization that is committed to peaceful resolution of human conflicts.

WHEREAS, YCRC's key services, which include conflict resolution services, training, and facilitation, are guided by restorative principles that encourage collaboration, inclusion, accountability, and reintegration in building and strengthening relationships and communities.

WHEREAS, DJUSD is seeking to encourage and empower the DJUSD community to resolve conflicts through awareness, education, and alternative dispute resolution that lead to improved community climate.

WHEREAS, DJUSD and YCRC wish to enter into a mutually beneficial relationship that is memorialized by this MOU.

NOW, THEREFORE, in consideration of the mutual conditions, promises and covenants hereinafter contained, the parties set forth the following understandings:

UNDERSTANDINGS

1. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraphs preceding the recitals, are hereby incorporated into this MOU as if set forth herein in full.
2. YCRC will provided the following services.
 - a. District-wide outreach: Increase awareness and understanding among school communities, DJUSD administrators and staff, and related members of the general public regarding the purpose and scope of community mediation.
 - b. Consultation: Provide support to the DJUSD Climate Office in conflict resolution, specific trainings and systemization of restorative practices within DJUSD.
 - c. Training: Provide training in conflict resolution processes, circles and other restorative principles for Climate-designated staff, students, sites or departments in order to increase conflict resolution capacity among DJUSD administrators, staff and community to help reduce formal complaints.
 - d. Conflict resolution services: Conflict resolution services are based on restorative principles. All services are confidential, impartial, and support self-determination. Parties voluntarily participate in a mediated and safe conversation to explore issues and concerns, develop a shared understanding of a conflict, and identify means for resolution and future intentions. Services include community mediation, circles, conferences and other restorative principle-based conflict resolution practices that support excellent, equitable and just education and employment for all students and staff, available for conflicts that involve students and/or staff.
 - e. Annual report: Summarize the scope of conflict resolution services provided by YCRC in the course of the 2017-2018 school year, including hours expended in each service area, number of referrals, number of and general category of service for each conflict, and suggestions for subsequent year's contract.
3. DJUSD shall support YCRC by providing facilities, advertising events, and providing necessary information and adequate notice, requested by YCRC to advance the development and facilitation of the above-mentioned presentations and training. DJUSD and YCRC will coordinate the scheduling of the presentation and training programs. Presentations should be scheduled 60 days in advance.
4. DJUSD shall pay YCRC no more than a total amount of \$15,000 for services provided as summarized in the table below.

TASK	COST
DJUSD Outreach and Presentations	\$ 2,500
Consultation	\$1,000
Training	\$ 5,500
Conflict Resolution Services	\$ 5,000
Annual Report	\$ 1,000
Total Cost	\$ 15,000

YCRC shall provide DJUSD with a written invoice for quarterly payments as follows:

- \$3,500 shall be due on October 1, 2017
- \$4,000 shall be due on January 1, 2018
- \$4,000 shall be due on April 1, 2018
- \$3,500 shall be due on July 1, 2018

DJUSD shall pay for YCRC services within 21 days of invoice submission. DJUSD may request additional services beyond what is outlined in this MOU and will be charged based on an hourly rate of \$100. YCRC has the discretion to accept or decline requests for additional services.

5. This MOU represents the agreement between these two parties, as stated above. Both parties agree to work in good faith to resolve any difficulties which arise which are not covered by this agreement.
6. This Memorandum of Understanding constitutes the entire agreement between DJUSD and YCRC with respect to the subject matter hereof for a one (1) year term beginning July 1, 2017, and supersedes all prior agreements, oral or written. This agreement shall automatically renew for up to two one-year periods unless 30-day written notice of cancellation is provided by DJUSD or YCRC.
7. All future amendments to this document shall be in writing.
8. The following persons shall be considered the key contacts for this MOU. All written correspondences shall be directed to the names listed below, who shall be responsible for communicating to all other parties within their respective group.

Davis Joint Unified School District	YCRC Kara Hunter, Executive Director P.O. BOX 1874 Davis, CA 95617
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Davis Joint Unified School District

**Yolo Conflict Resolution Center
(YCRC)**

Bruce E. Colby, Chief Business Officer

Kara Hunter, Executive Director

**ATTACHMENT A: YCRC DISTRICTWIDE CONFLICT RESOLUTION OUTREACH, TRAINING, AND MEDIATION SERVICES
BUDGET**



Phone: (530) 564-2324

(916) 692-9316

PO Box 1874 Davis, CA 95617

Web: www.yolocrc.org

**YOLO CONFLICT RESOLUTION CENTER
RESTORATIVE PRACTICES ANNUAL REPORT, SCHOOL YEAR 2016-17**

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INTRODUCTION

In July 1, 2016, Yolo Conflict Resolution (YCRC) began providing restorative practice services as described by the contract approved by Board of Trustees. Suggested restorative practice services include presentations, training, community mediation, and consultation. All services provided by YCRC are guided by restorative principles that encourage collaboration, inclusion, accountability, and reintegration in building and strengthening relationships and communities. This report is a summary of services provided during the school year 2016-17 and key lessons learned to inform the extension of YCRC services into the next school year, 2017-18. It is useful to note that in October of 2016, YCRC experienced a disruption in leadership with a new Executive Director taking on the role in January 2017. This change resulted in some gaps in service per this contract along with some unanticipated challenges in the Climate office infrastructure to support one of the contract deliverables. Details are below.

RESTORATIVE PRACTICE SERVICES

DEVELOPMENT OF RESTORATIVE CULTURE/CONSULTATION

Purpose: To provide consultation and professional development (PD) program for staff at Harper Junior High and to facilitate three PD sessions. Additionally, to develop and facilitate community circle of youth. YCRC is also meant to provide ongoing consultation as need to support the Climate office staff in the development of restorative justice processes.

Total contract time: 86 hours

Hours Spent/Remaining- 46 spent; 40 remaining

SERVICE DESCRIPTION

YCRC provided ongoing think partnership and consultation with the Climate office staff to provide support as needed throughout the year. Additionally, YCRC provided 6 hours of PD program facilitation. Unfortunately, YCRC was not able to provide the development and facilitation of community circles for youth due to an unexpected staff change. We would like to request that this portion of the contract be folded into the agreement for SY17-18. staff. One other area of this deliverable that was not met was connecting YCRC volunteers with climate committees as a resource. It was reported by DJUSD staff that it was revealed that climate committees did not have the capacity to properly support this effort in conjunction with the shortage of volunteers from YCRC.

TRAINING

Purpose: To provide training for restorative practices, communication and conflict resolution skills building.

Total contract time: 50 hours

Hours Spent/Remaining- 40 spent; 10 remaining

SERVICE DESCRIPTION

YCRC staff and volunteers participated in the development and facilitation of Restorative Practices training on June 15th. This training included 50 participants from throughout DJUSD.

YCRC had also been contracted to provide training on restorative circles. YCRC planned and developed that training, and facilitated the contracted 3 sessions. However, due to the change in leadership, the remaining portion of the contract was contracted out to a separate party.

CONFLICT RESOLUTION SERVICES

Purpose: To provide conflict resolution services for referrals received from the climate office, administration classified staff or any other s as needed.

Case Summary Overview 16-17	Total Referrals	Status	Participants
	8	3- agreements 1- restorative circle 2- parties not responding 1-party withdrawal 1-mediated by Kate Snow	Staff/Staff; Staff/Parent; Staff/Staff Students Staff; Students Staff/Staff Staff/Staff (case development only)

Total contract time: 50 hours

Hours Spent/Remaining- 50 spent; 0 remaining

ANNUAL REPORT

Purpose: To provide an overview of tasks accomplished, contract gaps and intentions for SY18.

Total contract time: 6

Hours Spent/Remaining- 6 spent, 0 remaining

Total Contract Hours 200

Hours Spent/Remaining 150 spent, 50 remaining

Lessons learned:

The change in YCRC leadership in October of 2016 disrupted some of the service delivery for this contract. It is not anticipated that this type of disruption will occur in SY 18. That said, we also learned that providing YCRC volunteers to serve as support for climate committees throughout the district is also not viable in the foreseeable future.

Trainings, mediation and outreach have emerged to be the most viable areas of partnership between YCRC and DJUSD for SY 18. Regular workshops and training opportunities at various times throughout the year would be an effective way to allow for staff to receive training to continue to improve the learning environments throughout the district. Additionally, the availability of YCRC mediation services are a viable resource for school administrators, staff and parents. Finally, outreach related to YCRC services can assist in bringing the availability of training, workshops and mediation to both staff and parents connected to DJUSD.

To ensure that conflict resolution services are provided in a timely and efficient manner, it is recommended that we solidify the referral process for mediation services between YCRC and DJUSD.

Suggestions for SY 17-18:

YCRC would like to propose the following as an outline for the partnership with DJUSD:

TRAINING (100 hours)

- 3 opportunities for DJUSD staff to broaden understanding of Restorative Practices
- Two opportunities (Spring/Fall) for a Restorative Practice orientation training
- Ongoing consultation and thought partnering with Climate staff
- Explore possibilities for student mediation and/or restorative practices training

MEDIATION (50 hours)

- Receive direct referrals for mediation services for staff, parents and/or administrators at DJUSD
- Provide case development as well as mediation, conferencing or circles as needed
- Continue to provide mediation, conferences and circles as needed

OUTREACH (35 hours) – Provide district wide informational presentation about services at potential venues such as:

- Presentation at 2 district wide community events (e.g. Parent Engagement/School Governance
- Develop outreach materials for DJUSD HR staff; explore possibility of HR staff training

REPORTING (15 hours)

- Provide a written progress report in January 2018
- Provide annual written report in July 2018

Total Contract Hours for SY 18 – 200

Hours Renaming from previous year SY 17- 50

Total paid contract hours for SY 18 – 150