

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

**BRIEF DESCRIPTION OF CONTRACT:** This is a renewal agreement to continue to provide mediation services, outreach for community members and outreach and training for District staff. Additionally, YCRC provides an annual reporting of the District's conflict resolution policies and practices.

**FISCAL IMPACT:** This agreement is for the 2018-2019 school year and the \$15,000 cost is included in the approved budget.

**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, 2018.

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 or referred staff, students, sites or departments in order to increase conflict resolution capacity among DJUSD administrators, staff and community to build community and 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 2018-2019 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.

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

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

- \$3,500 shall be due on October 1, 2018
- \$4,000 shall be due on January 1, 2019
- \$4,000 shall be due on April 1, 2019
- \$3,500 shall be due on July 1, 2019

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.

<b>Davis Joint Unified School District</b>	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)**

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Bruce Colby, Chief Business Officer

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Kara Hunter, Executive Director