

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" or "District"). The effective date of this MOU is July 1, 2015.

This MOU sets forth the definition and understandings concerning the relationship between YCRC and DJUSD regarding YCRC's delivery of alternative dispute resolution services, including presentations, training, community mediation, 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 community mediation, 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 provide 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.
 - i. Short 15-minutes presentations will focus on explaining ways in which community mediation can be used to resolve conflicts at the school sites and work place. (20 presentations throughout the year)
 - ii. 30-minutes presentations to potential DJUSD referring sources on the use of community mediation and the referral process. (5 presentations in total, including both prior and at the beginning of the school year)
 - b. Training: The purpose of training is to increase conflict resolution capacity among DJUSD administrators, staff, and community members to help reduce formal complaints. Training will focus on communication and conflict resolution skills (Two 8.5-hours training programs)
 - c. Community mediation services: The community mediation process is based on confidentiality, impartiality, and 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. Community mediation services shall be available at the District's option to address conflicts pertaining to District students and/or staff.
 - d. Annual report: The purpose of the annual written report is to summarize the scope of conflict resolution services that were provided by YCRC in response to DJUSD referrals.
3. Protection of District Confidential Information.
 - a. District Confidential Information: The Parties acknowledge that during the Term of this MOU, YCRC may be required to have access to District Confidential Information including District employee data and records ("Employee Information") and student data, records and information ("Student Information"). Confidential Information is defined to include both Employee Information and Student Information. Student Information includes paper and electronic student education record information supplied by District, as well as any data provided by

District students and parents to YCRC, which is protected by federal and state law, including but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060 et seq. YCRC acknowledges that the Agreement requires YCRC access to Student Information to perform this Agreement. YCRC acknowledges that it is a “school official” for purposes of performing its obligations under Agreement. Both District and YCRC certify that they will abide by state and federal laws concerning confidential Student Information.

- b. **Prohibition on Unauthorized Use or Disclosure of Confidential Information:** YCRC shall protect the confidentiality of Confidential Information. YCRC will take all measures necessary using industry standards to protect data from any and all unauthorized access. YCRC represents and warrants that it is familiar with the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that YCRC will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. YCRC shall not use or disclose Confidential Information received from or on behalf of District, except as permitted or required by this MOU, or as required by law. YCRC agrees that it will protect the Confidential Information it receives from or on behalf of District.
- c. **Return or Destruction of Confidential Information:** Upon termination, cancellation, expiration or other conclusion of the MOU, YCRC shall return all Confidential Information to District, or if return is not feasible as determined by District in written notice to YCRC, destroy any and all Confidential Information.
- d. **District Remedies:** If District reasonably determines in good faith that YCRC has materially breached any of its obligations under this Article, District, in its sole discretion, shall have the right to provide YCRC with a fifteen (15) day period to cure the breach, or terminate the MOU immediately if cure is not possible. District shall provide written notice to YCRC describing the violation and the action it intends to take.
- e. **Maintenance of the Security of Confidential Information:** YCRC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Confidential Information received from or on behalf of District or its students. These measures will be extended by contract to all subcontractors used by YCRC.
- f. **Reporting of Unauthorized Disclosures or Misuse of Confidential Information:** YCRC, within one day of discovery, shall report to District any use or disclosure of Confidential Information not authorized by this MOU or in writing by District.

YCRC's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what YCRC has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action YCRC has taken or shall take to prevent future similar unauthorized use or disclosure. YCRC shall provide such other information, including a written report, requested by District.

- g. YCRC's community mediation process is a confidential process as required in the confidentiality provisions of the California Evidence Code (Sections 1115-1128). Any information that is discussed during the mediation is confidential and all notes taken by the YCRC mediators shall be destroyed immediately following the mediation session. YCRC is not responsible for any breach of confidentiality by third parties who participate in the mediation process.
- 4. Indemnity: Each Party shall indemnify, defend and hold the other Party harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorney's fees, which arise as a result of the indemnifying Party's failure to meet any of the indemnifying Party's obligations under this MOU.
- 5. 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.
- 6. YCRC shall provide DJUSD with a written invoice. The invoice shall list tasks completed during the billing period and the amount billed in this period for services performed. The cost invoiced for services rendered shall be consistent with the attached budget, Attachment A, as agreed upon by both DJUSD and YCRC and shall consist of services requested by DJUSD under this MOU. DJUSD shall pay for YCRC services within thirty (30) days of invoice submission. DJUSD may request additional services beyond what is outlined in this MOU and will be charged based on the hourly rate included in the attached budget and agreed upon by both parties. YCRC has the discretion to accept or decline requests for additional services.
- 7. 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.
 - a. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by direct negotiations with each other or through authorized representatives.

- b. If the dispute has not been resolved within thirty (30) days of direct negotiations, the parties shall endeavor to settle the dispute by engaging in good faith mediation. The mediation shall be conducted by an independent professional mediator or community mediation service reasonably acceptable to both parties (acceptance of which shall not be withheld unreasonably). The mediation shall take place in Yolo County or Sacramento County in California no later than thirty (30) days after the request of the mediation has first been made. If the parties do not resolve the dispute within twenty (20) days after the commencement of the mediation, only then shall a party be authorized under this MOU to pursue other remedies available to it under applicable law. The foregoing shall not prevent a party from seeking temporary injunctive or other equitable relief while the dispute resolution or mediation is pending. Each party shall bear its own costs and expenses in connection with the mediation except the fees of the professional mediation services shall be borne equally by both parties.
8. 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, 2015, 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.
9. All future amendments to this document shall be in writing.
10. 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 Bruce E. Colby, Associate Superintendent 526 B Street Davis, CA 95616	YCRC Orit Kalman, 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
Associate Superintendent, Business Services

Orit Kalman, Board President

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

Task	Activities	Frequency	Hrs.	Rate (\$/hr.)	Cost
I. DJUSD Outreach	Presentation Development		12	\$100	\$1,200
	Materials Development		12	\$80	\$960
	Presentation (15 min)	20	5	\$100	\$500
	Presentation/Process (30min)	5	2.	\$100	\$250
	Services Contract Cards/Flyers				\$500
	Presentation Supplies				\$250
	Total Cost				\$3,660
II. Training	Training Development		16	\$100	\$1,600
	Materials Development		16	\$80	\$1,280
	Kickoff Event (World Café) (20 participants)	2	2.	\$150	\$750
	Skills Training Sessions (20 participants)	8	1.	\$150	\$1,800
	Training Supplies				\$600
	Total Cost				\$6,030
III. Mediation Services	Consultation on Potential Cases as Needed	30		\$50	\$1,500
	Case Development (30 min/person)	100	50	\$50	\$2,500
	Mediation Session (3 hrs.)	30		\$125	\$3,750
	Mediation Follow Up (30 min)	30	15	\$50	\$750
	Total Cost				\$8,500
IV. Annual Report	Report Preparation		16	\$80	\$1,280
	Total Cost				\$1,280
Program Total Cost					\$19,470