



**Memorandum of Understanding
Between Chop's Teen Club and Santa Rosa City Schools**

ADDRESS/PHONE OF PARTNERING ORGANIZATIONS:

Chop's Teen Club • 509 Adams Street. Santa Rosa, CA 95401, • 707-284-2467

Santa Rosa City Schools • 211 Ridgway Ave • Santa Rosa, CA 95401 • 707-890-3800

NAME AND TITLE OF REPRESENTATIVES:

Chop's Teen Club: Lorez Bailey, Executive Director, 707-284-2467X112

Santa Rosa City Schools: Diann Kitamura, Superintendent, 707-890-3800

PURPOSE

To provide a framework of responsibilities between Chop's Teen Club (Chop's) and Santa Rosa City Schools (SRCS). Chop's & SRCS agree to work collaboratively to facilitate the delivery of wraparound services for students in 7th-12th grade and support the SRCS values to send students into the world empowered to find purpose, think critically, embrace diversity, work together, and adapt to our changing planet, and live healthy and fulfilling lives.

TERM

This term of the Letter of Agreement shall commence December 1, 2020 and shall extend through December 30, 2023 but it is renewable thereafter from year to year unless either party gives notice of termination as provided herein.

PARTNER ORGANIZATION

Chop's Teen Club is a prevention based organization that is open opposite of school hours to give teens enriching experiences, academic support and opportunities when they are not in school. The mission of Chop's is to provide a safe, fun and productive place where Sonoma County teens can engage, connect and discover their true potential. Chop's is an after school program for teens that focuses on respect for self and others and on developing a sense of belonging.

Chop's Teen Club uses the 40 Developmental Assets® model as the foundation for program planning. The model acknowledges that all youth progress through critical developmental transitions and that optimum healthy development is best achieved by promoting assets or strengths in youth, families, communities and schools. The 40 Developmental Assets® framework consists of preventative measures, positive experiences, and qualities that young people need to grow up healthy, caring and responsible.

DESCRIPTION OF SERVICES

Chop's Teen Club serves 7th -12th grade students by providing virtual after school social & enrichment activities and academic support for students in grades 7-12 during the current COVID 19 Pandemic, such as Art, College & Career Exploration, Culinary, Leadership, Technology & Gaming and a place to socialize with peers. Chop's staff mentors are dedicated to creating positive relationships with teen members through consistent check-ins and

mentoring, modeling positive behaviors and teaching valuable hard and soft skills. Our mentors are committed to helping our members achieve success in their futures and see all the possibilities available to them.

Chop's agrees to:

- Provide virtual after school social & enrichment activities and academic support for students in grades 7-12 during the current COVID 19 Pandemic.
- Meet with target school liaisons as needed throughout the year to discuss student progress and support relevant school events.
- Provide Intentional opportunities for students to build developmental assets
- High attention to understanding students identities including cultural, socioeconomic, and other family-specific characteristics/experiences.
- Regular seeking of parent input/feedback re: school environment, programs, practices, etc.
- Provide a homework hub that students can drop into; to do homework in a social environment as well as have access to academic support.
- Document each student's check in's, hours completed in Homework Hub & various non-academic activities.
- Provide incentives for students who complete specified amounts of homework. and/or academic progress
- Connect families with resources as needed through a network of program partners and community based organizations.
- Coordinate advertising for activities in partnership with Santa Rosa City Schools, design promotional material and provide digital copies to SRC
- Every Chop's staff and volunteer will be required to attend an orientation and pass a fingerprint background check.
- Record and store each tutor's background check information.
- Invite SRCS staff to Sonoma County Youth Convening of youth oriented community resources and any other meetings that will enhance the coordination of care and delivery of services and to promote effective collaboration.
- Assign a Coordinator to integrate school and community resources
- Facilitate communication and interaction between Chop's staff and mentors and school point people
- Follow up on student performance and progress and provide feedback to the school and partners
- Attend SRCS trainings as needed to ensure partner activities align with SRCS goals
- If and when the school return to in person instruction, we will re-visit a new MOU for in person activities and services with approved in person safety measures.

Santa Rosa City Schools agrees to:

- Advertise Chop's program offerings to families with students in grades 7-12 through Parent Square and/or Peach Jar platforms at no cost to Chop's.
- A school-based staff or administrator as a key point of contact.
- Provide opportunities for Chop's staff to meet with faculty and staff.
- Provide appropriate student referral information.
- Direction for accessing resources in the school.
- Refer students that need extra support and resources.
- Promote a working relationship between Chop's and SRCS staff.
- Invite Chop's staff to participate in appropriate trainings & meetings that will enhance the coordination of care and delivery of services

TERMINATION

This MOU may be terminated by SRCS with or without cause upon sixty (30) days' prior written notice to Chop's.

HOLD HARMLESS

To the fullest extent permitted by law, Chop's shall defend, indemnify, and hold SRCS, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of Chop's, its officers, employees, volunteers, or agents.

INSURANCE

Chop's shall maintain insurance as described below.

- a. Worker's Compensation Insurance with statutory limits of \$1,000,000 per accident or as required by the Labor Code of the State of California.
- b. Commercial General Liability Insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 1. SRCS and its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU.
 2. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SRCS.
- c. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non owned vehicles.
- d. The following documentation shall be submitted to SCOE:
 1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this MOU. Chop's agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with SRCS for the duration of this MOU.
 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this MOU.
 3. After this MOU has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

NO EMPLOYMENT RIGHTS

Each party's agents, servants, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, students or employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this MOU and each party's employees shall retain membership within that party's bargaining unit, if any.

DISCRIMINATION

Chop's and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this MOU.

ASSIGNMENT

This MOU or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

NOTICE

As used in this MOU, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to Chop's: Executive Director
 Chop's Teen Club
 509 Adams St.
 Santa Rosa, CA 95403

Notice to SRCS: Superintendent
 211 Ridgway Ave
 Santa Rosa, CA 95401

ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties concerning the Program and supersedes all prior negotiations, representations or agreements, either written or oral.

GOVERNING LAW

This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California and no other place.

The parties agree to make appropriate amendments to this MOU from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the MOU may be terminated at the option of either party.

By: 

Date: 10-2-20

Lorez Bailey
Chop's Teen Club, Executive Director

By: _____

Date: _____

Rick Edson
Santa Rosa City Schools, Deputy Superintendent