



BOYS & GIRLS CLUBS OF WHITTIER

MEMORANDUM OF UNDERSTANDING BETWEEN BOYS & GIRLS CLUBS OF WHITTIER AND SOUTH WHITTIER SCHOOL DISTRICT

This Memorandum of understanding (MOU) is entered in to by Boys & Girls Club of Whittier (BGCW) and South Whittier School District (SWSD). The term of this MOU shall be from August 13th, 2020 to June 30th, 2021 –and will be revisited at the end of the term.

This agreement sets forth the responsibilities of both parties in providing an expanded learning program under the Community Development Block Funding (CDBG) grant with emphasis on Academic Achievement, Healthy Lifestyles, and Character and Citizenship.

BOYS & GIRLS CLUBS OF WHITTIER & SOUTH WHITTIER SCHOOL DISTRICT PARTNERSHIP OVERVIEW

BGCW's mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. With a focus on developing 21st Century Skills by strategically using a child's time out of school as a potential learning experience, while providing the supervision and stability needed to achieve academically and develop socially.

BGCW VIRTUAL PROGRAM & SUPPORT

Below is an outline of how we propose to design programs and utilize our staff while the schools are in a 100% virtual/distance learning setting:

Virtual Program & Support – Vulnerable Populations

We will dedicate frontline program staff to support students and families. We will partner with the district, principals, and teachers to identify the most vulnerable students (e.g., unhoused youth, foster youth, students who are performing below grade level, students who are not engaged in distance learning) and provide targeted academic and socioemotional support.

Our program teams will be organized in the following manner:

Homework Assistance

- Our team will partner with principals and teachers to gain access to online platforms (e.g., Apex, Accelerate) and assignment, so we have a deeper

understanding of the concepts/strategies being taught in school and offer streamlined support to our students.

Tutoring

- Our team will partner with the district and schools to identify students who are performing below grade level and provide support in the form of individualized and/or small group workshops to help students improve in various skills/concepts/subjects.

Social Emotional Wellness

- To foster increased engagement and a sense of community, our program staff will create and facilitate activities based on student interests. Student-centered activities will cultivate citizenship/character development, conflict resolution, and communication.
- We will also offer/facilitate activities that promote social emotional wellness

Virtual Program & Support – General Population

Our dedicated frontline program staff will be available to provide any/all programs and support to SWSD students, with a focus on students who are engaged in independent studies.

BGCW IN-PERSON/ON-SITE PROGRAMS

Once it has been deemed safe to return to schools, BGCW will work to provide access to a high-quality after-school program throughout the district in the following manner:

AFTER SCHOOL PROGRAM

Loma Vista Elementary

- BGCW will work to serve approximately 20 students
- BGCW will assign one Area Director to Loma Vista Elementary specifically to monitor program quality, manage program staff, and act as the chief liaison between BGCW and SWSD
- To maintain a 1:20 staff to student ratio, BGCW will hire and assign 2 program staff to Loma Vista Elementary specifically to plan and implement program activities –and to act as the chief liaison between BGCW and the school
 - Enrollment and ratios will be contingent upon public health guidelines

BOYS & GIRLS CLUB OF WHITTIER (BGCW) RESPONSIBILITIES

1. Provide daily homework support, recreation, and enrichment activities.
2. Coordinate and implement program plan and outreach strategies.
3. Provide program updates and progress reports to all stakeholders.
4. Create program and informational materials.
5. Work collaboratively with SWSD to ensure program initiatives are aligned with the school and district academic priorities and goals.
6. Work with SWSD to pursue joint funding.
7. Oversee and manage the grant requirements for the CBDG grant.
8. Maintain a safe staff to student ratio, supported by frontline program staff and Area Director
9. Adopt SWSD policies and procedures, specifically emergency procedures.

10. Provide in-kind goods that become available through BGCA and BGCW, as they become available.
11. Include SWSD families and students in BGCW annual events or activities.
12. Provide SWSD families and students access to additional services secured through various community partnerships (e.g., The Literacy Council, The Whole Child, Caterina's Club).
13. Seek additional support/funds to serve additional youth above contract amount.
14. Conduct a criminal background check on all BGCW employees, including volunteers and board of directors annually and will comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of personnel who may have contact with the District's pupils.
15. Certifies that all employees have successfully passed a TB Test prior to working with SWSD students.
16. BGCW represents and acknowledges that they are an equal opportunity employer and that they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant and its sub-consultants are required to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or sub-consultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or sub-consultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

SOUTH WHITTIER SCHOOL DISTRICT (SWSD) RESPONSIBILITIES

1. Provide one classroom per every 20 students enrolled in program and field space to safely implement program activities.
2. Provide keys to after school program staff and/or ensure access to assigned rooms and any applicable entry/exit points.
3. Assign a liaison to BGCW for communication and coordination purposes.
4. Include after school management staff in emergency procedures training.
5. Provide BGCW access to grade and homework portals so BGCW may provide targeted academic assistance to students enrolled in program.
6. Share participants' statistical and demographic information with BGCW for reporting and funding purposes.
7. Share program outcomes with BGCW for reporting and funding purposes.
8. Engage BGCW in strategic in discussion regarding after school and expanded learning programs.
9. Provide custodial services for the program spaces to be used by BGCW.
10. Collaborate with BGCW to train BGCW staff on policies and procedures related to but not limited to, lock down procedures, earthquake procedures and fire drill procedures, etc.
11. Help distribute information about BGCW programs to students and guardians.
12. Provide timely feedback to BGCW management related to program effectiveness or concerns.

INDEMNIFICATION AND INSURANCE

BGCW agrees to indemnify, defend and hold harmless SWSD and their appointed officers, employees, and agents from and against any and all liability or expenses, including defense cost and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to SWSD operations or its services which result from bodily injury, death, personal injury, or property in the care, custody, or control of BGCW.

SWSD agrees to indemnify, defend and hold harmless BGCW and their appointed officers, employees, and agents from and against any and all liability or expenses, including defense cost and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to BGCW operations or its services which result from bodily injury, death, personal injury, or property in the care, custody, or control of SWSD.

During the term of this Memorandum of Understanding, BGCW shall purchase and maintain, at its sole cost and expense, (1) Workers Compensation Insurance with statutory limits (2) Employee Liability Insurance with limits of no less than \$1,000,000 per occurrence, (3) General and Auto Liability Insurance, including bodily injury and property damage coverage, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (4) Professional Liability Insurance covering errors and omissions with limits of no less than \$1,000,000 per occurrence. Concurrent with the execution of this Memorandum of Understanding, BGCW shall provide SWSD certificates of insurance for the above insurance coverage requirements. The General Liability Insurance policy shall name SWSD as an additional insured.

MUTUAL AGREEMENT

This MOU may be modified, revised, amended, or renewed by the mutual written consent of BGCW and SWSD. During this agreement, BGCW or SWSD may, with sole discretion, have the right to cancel the MOU and terminate the service and agreement within thirty days' written notice with or without cause. Programs offered by BGCW are contingent upon CDBG grant funding.

BOYS & GIRLS CLUBS OF WHITTIER

Date _____

Oscar Hernandez, Chief Professional Officer

Boys & Girls Club of Whittier

SOUTH WHITTIER SCHOOL DISTRICT

Date _____

Martha Mestanza-Rojas, Associate Superintendent, Ed. Services

South Whittier School District