

**SOUTH WHITTIER SCHOOL DISTRICT
AND
GIVING CHILDREN HOPE
MEMORANDUM OF UNDERSTANDING (MOU)
AGREEMENT TO PROVIDE HOMELESS SUPPORT SERVICES
ON SCHOOL CAMPUSES**

THIS AGREEMENT is entered into this June 22, 2021, by and between the SOUTH WHITTIER UNIFIED SCHOOL DISTRICT, located at 11200 Telechron Ave, Whittier, CA 90605, hereinafter referred to as 'DISTRICT', and GIVING CHILDREN HOPE, hereinafter referred to as "GCHOPE", "AGENCY" or "PROVIDER" whose Administrative Office is located at 8332 Commonwealth Avenue, Buena Park, CA 90621, phone (714)523-4454; and who is referred to as the "PARTY" or "Provider"; for the purpose of providing Nutritional Support Services for eligible McKinley-Vento Homeless Students through their We've Got Your Back (WGYB) Program. Every week the WGYB program delivers backpacks full of food for students to pick up at their schools. It is recognized that the provisions set forth in this agreement shall be constructed in a manner not inconsistent with the California Education Code and other laws of the State of California.

In furtherance of the foregoing purpose, Provider and District agrees as follows:

1. **Term of Agreement:**

This Agreement shall be in effect from July 1, 2021 through June 30, 2022. Modifications to the MOU shall be made only after mutual agreement is reached between both parties and documented in writing. This contract shall be at no cost to the District or schools served. Either party may terminate this Agreement at any time, giving the other party a written notice twenty (20) school days prior to such action.

2. **Purpose of the Agreement:**

The purpose of this Agreement is to provide homeless support services mutually agreed upon by both PARTIES. GCHope shall provide these services through this Agreement and shall be consistent with the laws of the State of California and guidelines by which the DISTRICT administers its schools.

3. **Cost of Program:**

There shall be no cost to either the District or schools served.

4. **Liability-Agency:**

Agency agrees to and shall hold harmless and indemnify the District, it's officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by the Agency or any person, firm, or corporation employed by the Agency upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, it's officers, employees, or agents.
- B. Any injury or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, it's officers, employees, or agents.

5. Liability-District:

District agrees to and shall hold harmless and indemnify the Agency, it's officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense, sustained by the Agency, or any person, firm, or corporation employed by the District upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Agency, it's officers, employees or agents.
- B. Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the Agency, arising out of, or in any way connected with rendered by District pursuant to this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the Agency, it's officers, employees or agents.

6. Location of Services:

All services of this Agreement shall be provided to the following schools within the South Whittier Unified School District:

- A. Howard J. McKibben Elementary
- B. Carmela Elementary
- C. Lake Marie
- D. Loma Vista
- E. And other sites as identified by the District.

7. Statement of Work- GIVING CHILDREN HOPE - WE'VE GOT YOUR BACK (WGYB)

- A. Staffing: Provider and District will mutually agree to the staffing providing services under this Agreement. It is understood by both Parties that the employees and volunteers of GIVING CHILDREN HOPE are not employees or agents of the District. For the purpose of this contract, GIVING CHILDREN HOPE staff and volunteers are identified as "Business Associates".

1.) Provider certifies that:

- a. Staff (employees and volunteers) providing the services, are adequately trained and prepared in accordance to prevailing professional standards for providing professional services.
- b. It shall provide adequate supervision of the staff and the supervisor shall be named with contact information.

2.) District certifies that:

- a. District shall provide a Point Person for all school sites. The Point Person shall coordinate all services on the sites with the Provider. The Point Person will facilitate the food backpack distribution for identified homeless students on various school sites in coordination with GCHope. Each school shall have a designated school liaison to assist in the distribution of the backpacks weekly. District Homeless Liaison and Provider shall schedule regularly quarterly meetings to plan, implement, monitor and evaluate services.
- b. Each school shall have a designated school liaison to assist in the distribution and collection of backpacks weekly. The designated school liaison will maintain up to date monthly distribution log records for their respective school.

B. Description of Services-Agency:

Shall Provide:

- 1.) Access to Giving Children Hope's School Participation Request Form, online link to be provided. This form serves to acquire information on each school site as well as establish agreement for basic program services.
- 2.) Access to Giving Children Hope's Family Application, online link to be provided. Family data is confidential and used for grant and donor purposes only.
- 3.) Weekly delivery of a nutritious backpack filled with food. Volunteers will fill the backpacks at the Giving Children's Hope Headquarter in Buena Park.
- 4.) Filled Nutritional Backpacks are delivered by Giving Children Hope staff to participating school sites weekly.
- 5.) Access to Giving Children Hope's Giving for Living program, our on-site distribution center where school partners can meet family needs beyond those of food.
- 6.) Access to Giving Children Hope's Financial Literacy curriculum, if deemed appropriate for family impact and development.

C. Description of Services-District:

Shall Provide:

- 1.) Identify eligible school sites to be served by the Provider,
- 2.) Identify eligible McKinney-Vento Homeless students who are in need of weekly supplemental nutrition to prevent hunger from being an impediment to learning.
- 3.) Facilitate Enrollment Process between school and agency.
- 4.) Oversight of program implementation and quality assurance in conjunction with provider.
- 5.) Quarterly meetings with the Provider to evaluate program progress and make modification as necessary.

8. **Equipment/Property:**

Provider will be responsible for the cost and care of their own property. District will coordinate Provider's needs with the school sites as determined necessary.

9. **Conflict Resolution:**

Should any problems or conflicts arise in the course of the delivery of services; the authorized representative of the District will work with the parties in conflict to accomplish an effective resolution.

10. **Confidentiality of Records:**

Provider and School recognize that records maintained by them respectfully of students and their families are confidential pursuant to related provision of Federal and State Laws (FERPA).

11. **Access:**

Giving Children Hope staff who deliver to school sites will be identified by Agency's truck and uniform. If further campus access is required, please notify the Director of Domestic programs at Giving Children Hope. Campus access to deliver backpacks is instrumental to success of support services.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED:

South Whittier Unified School District Representative
Stacy Ayers, Director of Assessment, Accountability, and
Parent Engagement

____/____/____
Date

Giving Children Hope
Sean Lawrence, Executive Director

____/____/____
Date