

**Memorandum of Understanding
Agreement Between
AHA! (Attitude. Harmony. Achievement) and
La Colina Junior High School (LCJHS)**

This agreement (the "Agreement") is made and entered into to be effective for all purposes as of the date of execution by and between AHA! Attitude. Harmony. Achievement. (hereinafter "AHA!") and La Colina Junior High School (LCJHS) (hereinafter "Client").

WHEREAS:

AHA! provides staff, curriculum, and facilitation for:

A. AHA! JUNIOR PEACE BUILDER PROGRAM:

- i. AHA! Junior Peace Builders at La Colina Junior High School (Funded by awarded grants to AHA! & La Colina Junior High)
- ii. AHA! Junior Peace Builders Training Conference for Junior Peace Builders (Funded by awarded grants to AHA!)

B. AHA! ASSEMBLY: HOW TO BE A HERO IN THE 21ST CENTURY ASSEMBLIES:

(Funded by awarded grants to AHA! & La Colina Junior High)

C. AHA! WELCOME AND CONNECT WORKSHOP:

(Funded by awarded grants to AHA! & La Colina Junior High)

THEREFORE: In consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

GENERAL TERMS:

- i. AHA! staff refers students for appropriate mental health services when it is determined that a student would benefit from extra support. AHA! communicates with teachers and administrators regarding student mental health concerns when necessary.
- ii. AHA! collaborates with principals and other administrators at school site to determine needs and schedules.
- iii. AHA! staff will provide evidence of a negative TB test within the past four years (per education code 49406) and complete a live scan fingerprinting process (per Education Code 45125.01) if they are with SBUSD students three or more times a month in person. These processes will not be at the expense of the Santa Barbara Unified School District.

AHA! SERVICES TO BE PROVIDED SCHOOL YEAR 2020/2021:

A. AHA! provides staff, curriculum, and facilitation for AHA! Junior Peace Builders:

AHA! provides 1 facilitator for every 9 students to lead once-weekly zoom groups during the Fall semester and 1 facilitator to 7 students in person during the Spring semester, with particulars of scheduling (day, time, location) negotiated between AHA! staff and school principal.

AHA! provides curriculum to teach peace building skills that include, but are not limited to, connection circles, pro-social behavior, public speaking, stereotypes, resiliency, restorative approaches, and self-care; as well as helping students develop social and emotional skills including, but not limited to, awareness of social inequity, how to become socially responsible by becoming an ally, emotion management, increasing empathy, anti-bullying strategies, and inclusivity. AHA! will measure impact of La Colina Jr High Peace Builders on participants via a CASEL-sourced pre- and post-survey.

i. AHA! Junior Peace Builders:

La Colina Junior High School – Fall & Spring Semesters

ii. AHA! Junior Peace Builders Training:

Kids from all four SBUSD Junior High Peace Builders will come together on one Saturday at the beginning of the school year to receive a fun, informative introduction to the AHA! Junior Peace Builders curriculum.

B. AHA! How to Be a Hero in the 21st Century Assemblies:

- i. AHA! provides 25 staff (one facilitator for every 7 students) to lead an assembly of up to 175 students and faculty per 1-hour assembly. AHA! staff will lead breakout sessions to review and process presentation material in smaller circles. Schools may elect to hold more than one assembly to serve more than 175 students.
- ii. Assemblies are recommended to be scheduled during the first four weeks of school. Principals are to schedule the assemblies no later than August 15th 2020.
- iii. Assemblies focus on cultivating positive leadership qualities, building essential connections between social groups, and inspiring each student and adult to find the power within themselves to make a true contribution to their school community. Assemblies will feature short videos where celebrities, leaders, and ordinary heroes share diverse visions of what makes a hero, followed by small, skillfully facilitated breakout groups where students will talk about what it means to be emotionally brave and to join with others to create a culture of caring, respect, and empathy. In these intimate small groups, participants will also discuss how to identify behaviors in themselves and others that are undesirable or oppressive, and learn strategies to disrupt negative patterning. These hour-long assemblies will provide a unifying, galvanizing start to the year, emphasizing the potential of every person on campus to succeed and thrive, and to lift others up.
- iv. AHA! would like to see each school extend the benefits of these assemblies into the school year by identifying and committing to an AHA! Heroes project that will involve all school stakeholders in making a quantifiable and positive change.

C. AHA! Welcome and Connect Workshop:

- i. AHA! provides up to two highly trained post M.A. trainers to facilitate up to an hour and a half of activities geared to prepare teachers to successfully welcome and connect with new students on digital platforms.
- ii. AHA! focus on SEL strategies used with engaging students, classroom connection; Teachers will learn how to lead 'blending' (activities to create engagement, investment, and connection).
- iii. Date and time TBD, preferably the first or second week in August.
- iv. Workshop up to 1.5 hours.
- v. All educators are encouraged to participate.

CLIENT'S RESPONSIBILITIES:

- i. Client will allow AHA! to post flyers in accordance with district policies on campus and Parent Square to inform District parents of AHA! Parent Nights, summer & after-school programs, and other AHA! free events provided for the students and parents of the Santa Barbara Unified School District.
- ii. Client will identify 2 appropriate staff members to work as school liaisons with AHA! Staff.
- iii. Client provides ongoing support and communication with AHA! via phone calls or emails as necessary.
- iv. Client will try to get the cafeteria rental cost waived for the AHA! Junior Peace Builders Mid-Year Conference on Saturday, October 19th, 2019, from 12pm to 5pm.

FEES AND PAYMENT SCHEDULE:

In exchange for the services outlined above the Client agrees to pay AHA! fees as outlined below. Client shall be responsible for paying the amount in the "Invoiced Fees/Donation" column:

2019/2020 Contract Term	Actual Yearly Program Cost	Invoiced Fees/Donation	Funding Responsibility
AHA! Junior Peace Builders – Fall & Spring	\$67,000	\$1,500	Awarded Grants to AHA! & LCJHS
AHA! How to Be a Hero in the 21st Century Assemblies	\$15,000	\$3,000	Awarded Grants to AHA! & LCJHS
AHA! Welcome and Connect Workshop	\$3,000	\$500	Awarded Grants to AHA! & LCJHS

Payment Schedule: Twice a year, First payment of \$3,500 due September 15th 2020 and Second Payment of \$1,500 due January 15th 2021

INDEMNIFICATION: AHA! shall defend, indemnify and hold Client, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AHA!, its employees or agents.

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COPYRIGHT/OWNERSHIP: Client acknowledges that the sessions designed for Client, all program materials, and any existing AHA! materials, worksheets, etc. provided by AHA!, are the creation and property of AHA! and that all right thereto remain the sole property of AHA! Receipts or possession of AHA!'s proprietary information does not convey any rights to reproduce or disclose its contents, or to manufacture, use, or sell anything it contained therein. Reproduction, disclosure, or use of any AHA! materials without specific written authorization of AHA! is strictly forbidden.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (Whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

The preceding shall govern the working relationship between the Client and AHA! unless amended by both parties in writing. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to provision of services from AHA! to Client and supersedes all prior and contemporaneous understanding or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Client and AHA!, please sign both copies of this Agreement and return them to AHA!, Attn: Roxana Petty, Interim Executive Director, 1209 De La Vina St, Santa Barbara, CA. 93101.

This MOU represents the understanding between AHA! Attitude. Harmony. Achievement. and La Colina Junior High School and is acknowledged by the signatures below.

AHA! Attitude. Harmony. Achievement.

La Colina Junior High School

Signature:

Signature:

X _____

X _____

Roxana Petty

Mrs. Jennifer Foster

AHA! Interim Executive Director

LCJHS Principal

Dated: _____

Dated: _____

Santa Barbara Unified School District

Signature:

X _____

Meg Jette

Assistant Superintendent, Business Services

Dated: 7/22/20