

Agreement for Teen Outreach Program

THIS AGREEMENT (the "Agreement") by and between Columbia School District No. 93, a Missouri public school district, whose address is 1818 West Worley Street, Columbia, Missouri 65203 (hereinafter "CPS") and the City of Columbia, Missouri, a political subdivision of the State of Missouri, (hereinafter "City"), is entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and CPS are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Parties recognize the need for teen programs in the community; and

WHEREAS, the Parties desire to cooperate to plan and implement the Teen Outreach Program in schools in the community.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the Parties agree as follows.

1. **PURPOSE:** The purpose of this Agreement is to formalize the understanding between the Parties with regard to the implementation of the Teen Outreach Program in the Columbia public schools.
2. **RESPONSIBILITIES OF THE PARTIES FOR TEEN OUTREACH PROGRAM.** The Parties commit to working together in the planning and implementation of the Teen Outreach Program (TOP) clubs within CPS' schools. The Parties also commit to an ongoing discussion of their roles and responsibilities. The Parties agree that the TOP program will be an afterschool program unless the building administrator requests it to be held during school hours.
3. **CPS' ADDITIONAL RESPONSIBILITIES.** CPS shall:
 - a. Provide 1 Staff Liaison at each participating school to assist TOP facilitators with recruitment efforts, coordination of a space to hold TOP, and assist with student support, as needed.
 - b. Provide background checks of TOP facilitators consistent with Board of Education policy.
 - c. Provide TOP facilitators appropriate identification badges and require TOP facilitators to sign in and out of each building.
 - d. Provide TOP facilitators and TOP coordinator with copies of any applicable Board of Education policies and procedures applicable to the TOP facilitators and coordinator.

4. CITY'S ADDITIONAL RESPONSIBILITIES. City shall:

- a. Serve as a local TOP provider and implement TOP with fidelity.
- b. Provide each club with a minimum of 25 weekly meetings and 20 hours of community service learning (CSL) over a nine month period.
- c. Adhere to the TOP Changing Scenes curriculum, and present the curriculum from a values neutral standpoint.
- d. Assure its facilitators are TOP certified, have completed Child Abuse and Neglect Background checks through coordination with CPS, and are scheduled to remain the same throughout the nine month duration of the program.
- e. Assure the program is delivered to groups of adolescents grades 6 through 12. The facilitator shall strive to have at least 10 adolescents per group, and the facilitator cannot have more than 25 adolescents per group.
- f. Assure that the program is inclusive of, and non-stigmatizing towards adolescents of any race, color, national origin, ethnicity, religion, ability, sexual or gender identity, and sexual orientation.
- g. Obtain signed consent forms for all adolescents participating in the program.
- h. Administer Wyman pre and post program surveys and the developmental assets profile surveys to students in all clubs.
- i. Provide one staff member to serve as TOP coordinator and ensure all TOP fidelity requirements are met including, but not limited to, consent forms, surveys, values neutral lessons, CSL hour requirements, and site visits.
- j. Oversee Boone County Children Services Contract and MODHHS contract and assure all deliverables and reporting requirements are met and that expenditures align with contract budgets.
- k. Provide 2 facilitators per club
- l. Maintain all records.
- m. Ensure facilitators sign in and out of the buildings, wear appropriate identification badges and while present on CPS property, follow applicable Board of Education policies and procedures which have been provided to TOP facilitators and coordinators in advance.
- n. Keep information shared about students confidential to the extent required and allowed by laws, including FERPA and HIPAA.

5. TERM. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until June 30, 2023.
6. TERMINATION.
 - a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
 - b. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.
 - c. By Default. Either Party may terminate this Agreement in accordance with Section 7.
7. TERMINATION UPON DEFAULT. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement. A Party shall be considered in Default of this Agreement upon:
 - a. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - b. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
 - c. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - d. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
8. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
9. NOTICES. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Department of Health and Human Services
P.O. Box 6015
Columbia, Missouri 65205-6015
ATTN: Stephanie Browning, Director

If to CPS:
Columbia Public Schools
1818 West Worley Street
Columbia, Missouri 65203
Attn: Dr. Brian Yearwood, Superintendent

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

10. NO THIRD-PARTY BENEFICIARY. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.
11. AMENDMENT. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
12. GOVERNING LAW AND VENUE. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
13. GENERAL LAWS. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
14. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

15. AUTHORITY. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.
16. ELECTRONIC SIGNATURE; COUNTERPARTS. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
17. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between CPS and City relative to the Teen Outreach Program. All previous or contemporaneous agreements, representations, promises and conditions relating to the Teen Outreach Program herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties through their duly authorize representatives have executed this Agreement effective as of the date of the last party to execute the same.

CITY OF COLUMBIA, MISSOURI

COLUMBIA SCHOOL DISTRICT NO. 93



De'Carlton Seewood, City Manager

Name and Title: David Seamon, Board President

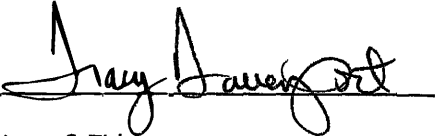
Date: _____

Date: 06/13/22

SP

ATTEST:

ATTEST:



Sheela Amin, City Clerk

Name & Title: Tracy Davenport, Board Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy Thompson, City Attorney/rw

Name & Title: _____