

NAPA Valley Unified School District
2425 Jefferson Street, Napa CA 94558
MEMORANDUM OF UNDERSTANDING

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA VALLEY UNIFIED SCHOOL DISTRICT** hereinafter "NVUSD" and: **NEWS Domestic Violence & Sexual Abuse Services**
Street: 1141 Pear Tree Lane Suite 220 City: Napa State: CA Zip: 94558 Telephone #: 707-252-3687

1. **TERM**

NEWS including shall commence work on August 2019 or upon as soon as feasible thereafter. The work shall be completed no later than (insert date). 6/30/20

2. **SCOPE OF SERVICES**

NEWS is specially trained, experienced and competent and agrees to provide the special services required on a limited basis to NVUSD. NEWS shall satisfactorily complete activities according to the specific services outlined in the Attachment A section of this Agreement. **The scope of services may change as staffing and resources allow or demands dictate with written notice.** NEWS understands and agrees that NEWS and all of its employees and subcontractors are not employees of the NVUSD and are not entitled to benefits of any kind or nature normally provided employees of the NVUSD and/or to which NVUSD employees are normally entitled. NEWS shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment taxes. No income or payroll taxes shall be withheld or paid by NVUSD on behalf of NEWS or its employees or subcontractors. NEWS is responsible for maintaining appropriate tax related records. NEWS shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

3. **COMPENSATION**

- a) NVUSD shall **not pay for any expenses and services** provided under this Agreement as outlined in Attachment A.
- b) NEWS will directly seek reimbursement from third party payers for Healthy Relationships Coaching Services provided to students when performed on NVUSD campuses.
- c) NEWS will maintain records of the dates that the services were provided and the type of services that were provided and the amount of time spent on each type of service provided.

4. **PERFORMANCE**

In the performance of the work herein contemplated, NEWS is an **independent community organization**, with the authority to control and direct the performance of the details of their employees' work, NVUSD being interested only in the quality of the services and the results obtained.

NEWS shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify NVUSD if contract documents are at variance therewith. In the performance of the work authorized under this MOU, NEWS shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

NEWS will exchange information with NVUSD Wellness Team in compliance with FERPA/HIPAA regarding students for consultation purposes.

5. **INDEMNIFICATION**

NEWS agrees to hold harmless, indemnify and defend NVUSD and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. NEWS also agrees to hold harmless, indemnify and defend NVUSD and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, NEWS, or subcontractors furnishing work, services or materials to NEWS in connection with the performance of this Agreement.

NVUSD shall hold harmless and indemnify NEWS and its officers and employees, from all damages of every nature and description caused by sole negligence or willful misconduct by NVUSD related to its performance under this Agreement.

6. **INSURANCE**

During the term of this contract and any extension or modification thereof, NEWS shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$1,000,000 for individual, small business or nonprofit, \$2,000,000 for large business such as LEA, University or College combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, NEWS shall provide NVUSD with a certificate of insurance and an endorsement page naming Napa Valley Unified School District, its Board of Trustees, officers, employees, volunteers and students as additionally insured. Coverage provided by this policy shall not be cancelled or materially changed without thirty (30) days written notice given to NVUSD.

7. **TERMINATION OF CONTRACT**

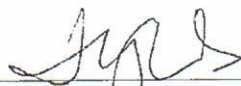
Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination.

8. **WORK TO BE PERFORMED**

Services to be rendered to NVUSD by NEWS as described in Attachment A."

NVUSD

Mike Mansuy Date
Director Student Services



Tracy Lamb
Executive Director, Org Name

9-29-19
Date

Insert Name Date
Asst. Superintendent Business Services

Board Signature Date

ATTACHMENT A:

DESCRIPTION OF SERVICES

NEWS will provide healthy relationships education and intervention services to address teen dating violence, domestic violence, and residual trauma from passed experiences.

Phase One: Orientation of NVUSD staff and Program Launch (August 2019-September 2019)

This phase will be used to meet with key school administrators, school counselors, and wellness center staff to share program protocols and begin referral process implementation.

Phase Two: Understanding the Needs of Students Experiencing Unhealthy Relationships (September 2019-May 2019)

This phase is intended to (1) increase opportunities for students to access support services immediately and (2) increase adult allies in students' lives and (3) strengthen the understanding of teen dating violence and improve empathy within school cultures.

Phase Three: Evaluate, Assess and Learn (April 2020-June 2020)

Throughout this phase, NEWS program staff will meet with Executive Director and Program Directors to review and assess data. In addition, a final program evaluation will be completed.

SERVICE DEFINITIONS

I. Orientation of NVUSD staff and Program Launch

NEWS will implement phase one by meeting with NVUSD school staff in order to share referral forms, review program guidelines and objectives, and establish follow up protocol.

NEWS shall coordinate with each school to identify designated meeting space to use when meeting with individual students or groups.

II. Understanding the Needs of Students Experiencing Unhealthy Relationships

NEWS shall plan and organize at least two workshops for young people during the school year. The activities will focus on the topics below:

- Definitions of healthy relationships
- Warning signs of unhealthy relationships
- Navigating social media safely
- Understanding individual relationship rights
- Identifying tools to use when exiting an unhealthy relationship

III. Share Results and Recommendations

NEWS shall process student data and program findings and share with NVUSD and Wellness Center staff. NEWS shall provide content for the NVUSD Wellness Program website (nvusdwellness.org).

I. Evaluation

NEWS shall comply with the developed evaluation plan and to provide the data necessary to evaluate the effectiveness of the project.

NEWS shall work with the evaluation specialist on the following questions:

Does understanding the needs of students experiencing unhealthy relationships improve student's well-being –

- Do students report having increased knowledge of community services and how to access them?
- Do students report de-escalation in stress and increased ability to cope?
- Do students report having increased adult allies?
- Do students report having a stronger understanding of healthy relationships?
- Do students display an increase in help-seeking behavior?

Program Service Tracking and Documentation Requirements

NEWS shall comply with evaluation process and collect data that is in accordance with the evaluation plan. Key program and executive staff shall meet on a regular basis to ensure quality of project evaluation.

Reporting Period	Report due date
July-September	October 30 th
October-December	January 30 th
January-March	April 30 th
April-June	July 30 th (shall include a final evaluation report and findings)

Any collected private health information or personal information shall be maintained in accordance with all applicable laws pertaining to confidential health information, if applicable.

CONTRACT MONITORING

NEWS must comply with State of California Domestic Violence and Sexual Assault Counselor Evidence Code 1037, and is responsible for maintaining all documentation required for monitoring including but not limited to:

- Service Logs
- Client Demographics
- Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
- Other documentation as needed
- NEWS shall perform internal quality management activities, including quarterly audits
- Quarterly audits and professional reviews will be conducted by NEWS Program Director and Executive Director.
- NEWS is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards.