### 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:

On The Move

Street: 780 LINCOLN AVE City: Napa State: CA Zip: 94558 Telephone #: 707-251-9432

1. TERM

On The Move counseling services shall commence work on 10/25/19 or upon as soon as feasible thereafter. The work shall be completed no later than 6/30/20.

2. SCOPE OF SERVICES

On The Move is specially trained, experienced and competent and agrees to provide the special services required on a limited basis to NVUSD. On The Move shall satisfactorily complete activities according to the specific services outlined in the WORK TO BE PERFORMED (Attachment A) section of this Agreement. The scope of services may change as staffing and resources allow or demands dictate with written notice.

On The Move understands and agrees that On The Move 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. On The Move shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by NVUSD on behalf of On The Move or its employees or subcontractors. On The Move is responsible for maintaining appropriate tax related records. On The Move shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement. It is the responsibility of On The Move to ensure that their employees complete tuberculin test and criminal record check process prior to employment or services. On The Move is responsible to maintain these records and provide them to NVUSD upon request. On The Move will provide their employees with identification badges that they can wear on NVUSD school campuses identifying them as an employee of On The Move.

3. COMPENSATION

- a) NVUSD shall <u>not pay for any expenses and services</u> provided under this Agreement as outlined in Attachment A, unless mutually agreed upon, and authorized by NVUSD.
- b) On The Move will directly seek reimbursement from third party payors for counseling services provided to students when performed on NVUSD campuses.
- c) On The Move 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, **On The Move** 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.

On The Move 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, On The Move shall not discriminate against any person because of race, creed, color, religion, sexual orientation, gender or national origin. On The Move will exchange information with NVUSD MTSS and/or Wellness Teams in compliance with FERPA/HIPAA regarding students for consultation purposes.

5. INDEMNIFICATION

On The Move 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. On The Move 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, On The Move, or subcontractors furnishing work, services or materials to On The Move in connection with the performance of this Agreement. NVUSD shall hold harmless and indemnify On The Move 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, **On The Move** 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, **On The Move** 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 PEFORMED

Services to be rendered to NVUSD by On The Move as described in Attachment A.

Mike Mansuy Director Student Serv	Date ices	On The Move  Alissa Abdo Da  Executive Director, On The Move	
Rob	Date	Board Signature	Date

# Attachment A

#### WORK TO BE PERFORMED

MOU for Services: Napa Valley Unified School District and On The Move 10/25/19 - 6/30/20

The Napa Valley Unified School District Student Services Department provides physical and mental health support K-12 students. Each school site has an MTSS or Wellness Team comprised of administrators, school counselors, a school social worker, a school psychologist, a school nurse & health aid, and a parent liaison, who help students and their families navigate the complex issues of stress, trauma, suicide, bullying, depression, self-esteem, and relationships.

Background On The Move provides services to youth in Napa County through two programs: VOICES and LGBTQ Connection. VOICES provides independent living skills to underserved youth, ages 14-24. At the core of VOICES are youth-led programs designed to address the independent living, housing, education, employment, and wellness needs of transition-age youth. LGBTQ Connection provides mental health prevention and early intervention services and resources to youth and their families. LGBTQ Connection also provides parent training and staff development around family acceptance, welcoming schools, and best practices for supporting the health and achievement of lesbian, gay, bisexual, transgender and questioning students, their families and caregivers in the context of families and school systems.

Over the past five years, VOICES has worked to become certified by the International Trauma Center as a Trauma-Informed program. To date, all staff have participated in the following trainings: Psychological First Aid; Trauma Informed Care 101; Coping Groups; Skills for Psychological Recovery; Somatocognitive Approaches to Trauma Treatment; De-escalation and Trauma Informed Immersion; Retreat for Youth Workers; Mental Health First Aid. All staff have also been trained to develop and follow personal acute safety plans; written plans that outline personal activities to reduce unhealthy reactions to trauma triggers. Staff receive monthly ongoing training to ensure they are up to date and sufficiently trained to maintain the certified status of being a Trauma-Informed Program.

Since its formation in 2011, LGBTQ Connection has become a model prevention program in the State of California, recognized for reducing health disparities, reducing isolation, increasing access to LGBTQ competent supports and services, and training youth and family-serving professionals. LGBTQ Connection staff are trained in delivering and developing culturally and linguistically appropriate mental health prevention services and participate in continual development in approaches by: the Family Acceptance Project, LGBTQ Student Safety--Steps Schools Can Take, Welcoming Schools, GLSEN JumptStart Guide for LGBTQ-supportive school clubs, Trauma Informed Care, QPR, and Mental Health First Aid for Youth. LGBTQ Connection is a multi-year grantee and participant in the State of California, Office of Health

Equity's Reducing Disparities Project.

#### On The Move will:

**VOICES** will offer core services to foster youth, homeless youth, probation youth, and other youth referred by the school including:

Utilizing VOICES' Progress & Outcomes Assessment Tool. VOICES staff will provide individual life skills coaching focused on employment support, educational support, support locating housing, and goal work the youth may need. Group workshops will utilize VOICES' Coping Skills curriculum as approved by Advanced Trauma Solutions. Referrals will be made to VOICES to meet additional needs and facilitate connections to additional community-based partners.

LGBTQ Connection will offer the following mental health prevention, early-intervention and competency building services to any NVUSD campuses as mutually agreed upon: Provide LGBTQ competency building, awareness and support trainings for administrators, teachers, wellness and staff teams. Offer training and action planning support to district and school administrators to support LGBTQ youth, prevent bullying, and increase supports to help prevent depression and suicide. Provide LGBTQ school best practices and family acceptance consultations to administration, teachers and youth- and family-serving school staff. Provide technical assistance and coaching to LGBTQ student support clubs, faculty advisors and youth leaders with the aim of promoting a positive school climate, reducing bias, harassment and bullying. Referrals to LGBTQ Connection to meet additional needs related to core services, youth socials, groups, family supports, and facilitate connections to other LGBTQ resources.

On-site times will be discussed and adjusted per semester between the on-site Contact and school site staff.

VOICES and/or LGBTQ Connection services can be made available to students and families attending any K-12 school site in NVUSD.

## Napa Valley Unified School District will:

Provide confidential meeting spaces for On The Move's individual and group services at no cost to On The Move. Work collaboratively with On The Move staff in case coordination and identification of students who may benefit from individual or group services. Assist with group formation. Maximize the time of the On The Move staff through referrals. Provide wifi access. Identify a contact person to serve as a liaison between Schools and VOICES and LGBTQ Connection to support services provided to schools.