

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

CORONADO SAFE (STUDENT AND FAMILY ENRICHMENT)

AND THE

CORONADO UNIFIED SCHOOL DISTRICT

This agreement is dated as of May 24, 2012 by and between Coronado SAFE (Student And Family Enrichment) (“SAFE”), an established California 501 c(3) nonprofit organization with its principal address at 1009 C Ave, Coronado California and Coronado Unified School District, (“District”) a California public k-12 educational institution with its principal address at 201 Sixth Street, Coronado, California.

WHEREAS, SAFE is an incorporated 501(c)(3) organized under the Nonprofit Public Benefit Corporation Law; operating in compliance with all rules and regulations stipulated by the Board of Behavior Sciences (BBS).

WHEREAS, the mission of Coronado SAFE is to partner with parents and the community to develop and sustain healthy, responsible youth;

WHEREAS, District provides educational services to students who may benefit from SAFE’s Enrichment Programs or who may display need of certain SAFE Support Services;

WHEREAS, District desires to collaborate with SAFE for the provision of on-site Enrichment Programs Parent and Community Educational Programs and off-site Support Services to provide a safe and healthy school climate that celebrates the worth and strength of each person;

WHEREAS, the parties desire to summarize their understanding concerning Programs and Services to be rendered and facilities/resources to be provided by each to the other;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Obligations of SAFE.

- 1.1 SAFE agrees to designate duly qualified Program and Service personnel (“Providers”) to provide enrichment/educational programs and support services set forth in the *Description of Provisions* (attached hereto as Exhibit 1.0) and *Description of Programs and Services* (attached hereto as Exhibit 2.0).

1.2 SAFE shall ensure that at all times during this Term of this Agreement that providers of mental health services possess at least graduate level training in a related field and are supervised by a licensed marriage and family therapist (“Supervisor”), under the provisions and in compliance with all rules and regulations as stipulated by the **BBS**.

1.3 Supervisor must be: (1) duly licensed to oversee the provisions of such programs and services in the state of California; (2) be in good standing with the applicable licensing board of California; (3) be covered by professional liability insurance in accordance with this Agreement; (4) comply with all applicable licensing requirements under California law (5) provide supervision services during each week that providers provide programs and services (attached hereto as Exhibit 2.0) to district’s student body.

2. Performance Standards.

At all times during the Term of this Agreement SAFE and providers shall use best efforts to ensure that providers shall comply with the following performance standards:

2.1 The providers shall provide services hereunder in a competent, professional and ethical manner, in accordance with prevailing standards of therapeutic practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.

2.2 The providers shall comply with all applicable federal, state and local laws and with orders or directives of any governmental agency, accrediting organization, peer review organization, or court of competent jurisdiction, including, but not limited to, the standards of the BBS including but not limited to any and all applicable laws and standards relating to privacy, confidentiality, documentation and record retention.

3. District Responsibilities

3.1 The District shall, at its sole expense, subject to regulatory and budgetary requirements and any necessary approval of the School Board, which approval shall not be unreasonably withheld, furnish such space, facilities, and accommodations as may be reasonably necessary for the timely, professional and competent provision of programs and services. The District shall, among other things, provide adequate work space for the providers to ensure the confidentiality and privacy of the provision of any such on-site programs and services.

3.2 The District shall, at its sole expense, furnish ordinary janitorial service, waste and hazardous waste disposal, laundry, gas, water, heat, air conditioning,

telephone and such electricity for light and power, and other utilities as are reasonably necessary for the proper provision of such programs and services.

3.3 The District shall assign appropriate individuals to assist with the supervision of students being brought to programs, during programs, and upon return to their classroom after programs have been received.

4. Financial Terms.

The forming of this MOU does not stipulate any exchange of funds between the parties and solely clarifies an agreement for interchange of in-kind value.

5. Term.

The term of this Agreement shall begin on July 1, 2012 and end on June 30, 2013. This Agreement may be renewed only by written agreement by both parties, unless sooner terminated as set forth below.

6. Termination.

6.1 This Agreement may be terminated at any time by any party, with or without cause, by written notice to the other parties with thirty (30) days written notice during the Term of this Agreement.

6.2. Either party may terminate this Agreement immediately upon:

6.2.1 Any petition for bankruptcy, dissolution, liquidation, winding up on the affairs of, or the cessation of the provision of programs and services by SAFE;

6.2.2 SAFE's failure to maintain the necessary regulatory approvals, licenses, or accreditations to operate a non-profit organization

6.2.3 A material breach by either party of any of their respective obligations under this Agreement if such breach remains uncured for more than thirty (30) days after the giving of written notice of the circumstances of the material breach. A waiver of the breach of any term or condition of this Agreement by either party shall not constitute a waiver of any concurrent or subsequent breach or breaches.

6.3 Effect of Termination

6.3.1 Upon termination of this Agreement, as provided above, no party shall have any further obligation hereunder, except for (1) obligations occurring prior to the date of termination, including but not limited to obligations, promises, or covenants contained herein which are intended to

extend beyond the term of this Agreement, including without limitation any indemnities, access to records, and confidentially as herein required.

7. Confidential Information.

7.1 Compliance with Laws Governing Confidentiality and Privacy. District acknowledges that SAFE is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”) and regulations promulgated thereunder (“HIPAA Regulations”). SAFE shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. District acknowledges and agrees that SAFE is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. District and SAFE shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

8. Indemnification and Insurance.

8.1 The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney’s and consultant’s fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

8.2 SAFE shall at its expense, obtain and maintain in force during the term the following insurance coverage:

8.2.1 A policy of workers/ compensation insurance, in amounts required by law, covering all SAFE employees;

8.2.2 A policy of professional and liability insurance covering the services to be provided SAFE’s PROVIDER pursuant to this Agreement in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

8.3 District shall at its expense, obtain and maintain in force during the Term the following insurance coverage:

8.3.1 A policy of workers’ compensation insurance, in amounts required by law, covering all District employees; and

8.3.2 A policy of compressive general liability insurance and contractual liability with broad form property damage endorsement in the amount of

not less than Two Million Dollars (\$2,000,000) combined single limit with respect to personal injury, death, or damage to property.

8.4 Proof of Insurance. Upon request but no more than annually, SAFE and District shall each provide the other with Certificates of Insurance and such other proof of insurance reasonably satisfy to evidence that the insurance required pursuant to this Agreement is in full force and effect.

8.5 Claims Made Insurance- Tail Coverage. If any policy of insurance required to be provided by either party, under this Section 8 is provided by a claims-made form of policy, the procuring party or parties shall only utilize such coverage if “tail” or extended reporting coverage for a period of at least five (5) years following the termination or expiration of the policy is available, and the procuring party shall notify the other party of the existence of such coverage.

9. Additional Terms.

9.1 Relationship between the Parties/Representations:

9.1.1 None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not and shall not be construed to be in a relationship of joint venture, partnership, or employer-employee. It is expressly understood and agreed that SAFE and District shall at all times act as independent contractors. Providers shall not have any claim under this agreement against District for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, disability, health insurance benefits, unemployment insurance benefits, or employee benefits of any kind. District shall not have nor exercise control or direction over the methods by which Providers completes programs at District or services at an off-site office.

9.1.2 Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name or the other party in any publication or advertisement, except with the written consent of the other party or as is explicitly provided for herein.

9.2. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California.

9.3 Benefit, Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but

neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.

9.4 Amendment: This Agreement may be amended, supplemented or modified only by written instrument executed by the parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the parties.

9.5 Severability: Should any provision of this Agreement or application thereof be held unenforceable or invalid, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this agreement.

9.6 Notice: Any notices, approvals, specifications, requests, consents, or demands required, permitted, or desired to be given hereunder shall be in writing and shall be considered effective as of the date of either (a) in hand delivery; (b) mailed by prepaid registered or certified mail, return receipt requested; or (c) sent by a nationally recognized overnight courier service addressed as follows:

AS TO SAFE:

Coronado SAFE
1009 C Ave
Coronado, California 92118
Attention: Andrea Webster, MA MFT, Executive Director

AS TO SCHOOL:

Coronado Unified School District
201 Sixth Street
Coronado, California 92118
Attention: **Richard Erhard, Assistant Superintendent**, Coronado Unified School District

9.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties.

9.8 Counterparts: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below by their duly authorized representatives.

Andrea Webster, MA
Executive Director, Coronado SAFE

Date

Jeffrey Felix, Ed. D.
Superintendent, Coronado Unified School District

Date

EXHIBIT 1.0
DESCRIPTION OF PROVISIONS

SAFE shall provide:

Staffing and club/program supplies for on-campus **ENRICHMENT PROGRAMS** (Exhibit 2.1)
Staffing and class supplies for student/family **EDUCATIONAL PROGRAMS** (Exhibit 2.2)
Promotional materials: flyers, posters, and advertisement blurbs for district promotional use
Free student access to SAFE's **SUPPORT SERVICES** (Exhibit 2.3)
Timely program and service reports regarding status of mutual student clientele
Consultation and coordinated care of support service clientele
Extended transition sessions (6 months-1 year) for at-risk graduating high school students

District, will provide:

Room(s)/facilities use for on-campus programs and services
Beneficial Audio Visual equipment and Technology Resource Teacher assistance for on-campus programs and services
Coordination with teachers and students to inform and promote clubs and services
Assistance in promoting programs and services to all parent contacts
Referrals for students and families for support services deemed beneficial
Consultations and coordinated care for all support service clientele
Timely follow-ups regarding requests for consultations or information

EXHIBIT 2.0 PROGRAMS AND SERVICES

PROGRAMS 2.1

ENRICHMENT PROGRAMS

- **On Applebee Pond**-k-3rd grade puppet show
- **Club SAFE**- 4th-5th grade on-campus club
- **Team SAFE**- 6th-8th grade lunch-time on campus club
- **Trading Card Club**- 9th-12th grade lunch-time on campus club
- **The Drug Store**-an annual 6th grade drug prevention event

PARENT/COMMUNITY EDUCATIONAL PROGRAMS

- **Teen Talks**- An on-campus pre-teen and teen seminar series revolving around the teachings of the 7 Habits of Highly Effective Teens
- **Family Friendly Evening Seminar Series**-An on campus parent education seminar series featuring parenting expert: Fred Becker, CEO of the Becker Institute
- **Developing Capable Young People**- a 10 week course for parents, teachers, and all others who interface with youth that helps adults recognize the core capabilities that children must develop to grow to be strong, capable citizen
- **Redirecting Children's Behavior**- a 4 week course that focuses on basic tactics to redirect undesirable behavior by enforcing positive, loving, discipline
- **Parent to Parent**- a 10 week class series that provides parents with the education they need to discuss important and often difficult issues with their children, navigating through the teen years safely.

SERVICES 2.2

SUPPORT SERVICES

- **SAFE Ambassadors**- a new family support service and welcoming committee
- **Brief Parent/Family Consultation**-confidential assessments, consultations, drug testing kits, and resource information
- **Youth Intervention Services**-8 session topic specific one-on-one sessions developed for students to address:
 - Depression & Anxiety
 - Anger Management
 - Eating Disorders
 - Bullying/Being Bullied
 - Smoking Cessation
 - Drug & Alcohol Abuse
- **Youth, Parent, or Family Support Sessions**- no-cost counseling sessions for students, parents, or families with SAFE staff who possesses graduate level training in marriage and family therapy
- **Mentored Community Service**- Student service projects overseen by SAFE mentors who possess graduate level training in counseling