



**Memorandum of Understanding between
Sandy Hook Promise Foundation and Mt. Diablo Unified School District**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by Sandy Hook Promise Foundation (“SHP”), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and the Mt. Diablo Unified School District, (“DISTRICT”) organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 1936 Carlotta Drive, Concord, CA 94519. SHP and District may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

1. PURPOSE.

SHP and DISTRICT will partner to implement and sustain SHP’s no-cost, Safety Assessment & Intervention prevention program to all DISTRICT Elementary, Middle and High Schools for a minimum of three years. This MOU reflects the three year period of August, 2019 – August, 2022.

- Safety Assessment & Intervention™ (“SAI”) teaches school safety teams within school districts how to identify, assess and respond to threats of violence or at-risk behavior BEFORE a tragedy takes place. SAI not only addresses the threat itself but also the helps identify and treat the underlying issue that led the student to make the threat.

2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto and made a part hereof.

A. SHP will perform the following duties and in more detail in Exhibit A Scope of Work:

- I. SHP will assign a SHP funded School Outreach Coordinator that will work with and assist DISTRICT with delivering and sustaining programs.
- II. Program coordination and delivery: SHP will work directly with the schools/school district to manage all presentation logistics, including arranging dates and time for the presentation, securing certified trainers to deliver the training presentations, and supply all supporting materials and resources, including copies, manuals and promotional materials as needed. Trainings will be repeated once a year for each year of the MOU. As requested by the school district, SHP will provide an overview/training of the programs to district/school staff and parents/community members. Following the training presentations, SHP will follow up with the adult champion within the school and the applicable school district staff to report results, including success stories and numbers of youth/adults trained. As needed, SHP will recruit, train and manage a diverse pool of certified Promise Presenters to deliver programs.
- III. Program sustainability: SHP will work with the district to provide support to the District Point Person, as well as one-on-one support to an “adult advisor” and an existing or newly established youth club within each of the Middle and High schools, connecting them to Students Against Violence Everywhere (SAVE) Promise Club tools, support and resources. SHP will provide coaching and help develop workplans and calendars, including implementation and follow up support for Call to Action (CTA) weeks. SHP will also help connect the school clubs to outside resources that can support and promote the work via volunteer Promise Leaders as requested by the district/adult advisor.
- IV. Compliance: SHP shall adhere to DISTRICT guidelines, policies, and applicable federal and State laws for



performing services on school campuses.

V. Background Checks: All SHP employees, agents and volunteers who may have contact with students will undergo and must pass a background check and finger printing before interacting with students.

B. DISTRICT will perform the following duties:

i. Communication: DISTRICT will communicate support and endorsement of SHP programs to participating schools, provide support with scheduling and outreach to schools and, where needed, communication on presentations/training.

ii. Recruitment and Sustainability: DISTRICT will identify “adult advisors” (for example - educator, administrator) who will coordinate and be the main contact with SHP staff within each school and who will serve to register/lead the SAVE Promise Clubs. Each school receiving a no-cost *Know the Signs* program is required to register as a SAVE Promise Club and sustain the programs throughout the duration of the MOU either through forming a SAVE Promise Club or embedding the program into an existing club. The adult advisor and club must be identified before the program is delivered.

iii. Liaison: DISTRICT representatives will participate in agreed upon communication calls and/or meetings with SHP for updates.

iv. Work Space: DISTRICT will provide a work area for the SHP School Outreach Coordinator to use when working in the DISTRICT and with as needed supplies, technology and materials.

v. Policies and Procedures: DISTRICT to inform and train SHP on relevant policies and procedures to the services SHP is providing. DISTRICT to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHP support staff.

vi. Special Event Support: DISTRICT to support identified and agreed to special events and SHP “Call to Action” Weeks including VIP management, media management and venue management.

3. FUNDING. SHP shall fund program development, implementation and sustainability. This Agreement does not include or anticipate the exchange of any funds between the Parties excluding materials and collateral requested above and beyond allocated amounts provided to each school. SHP does not cover the cost of educators and/or administrators time away from the classroom or school as well as meals or snacks during training sessions.

4. TERM AND TERMINATION. This agreement shall be effective for three years, from the date the last Party signs through **August 30, 2022**. This Agreement may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days’ advance written notice to the other Party. This Agreement may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties.

5. CONFIDENTIALITY

I. This Agreement, all communications and information obtained by SHP, its employees, agents and volunteers, from DISTRICT relating to this Agreement, and all information developed by SHP under this Agreement, are confidential. Except as provided in Subsection 5iii, below, without the prior written consent of an authorized representative of DISTRICT, SHP shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in



connection with such services or work, except as required by law. As far in advance as is reasonably possible prior to any disclosure of such matters, whether as required by law or otherwise, SHP shall inform DISTRICT, in writing, of the nature and reasons for such disclosure. SHP shall not use any communications or information obtained from DISTRICT for any purpose other than the performance of this Agreement, without DISTRICT's written prior consent.

- II. At the conclusion of the performance of this Agreement, SHP shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT's specific approval, SHP may retain copies of such materials, subject to the requirements of Subsection 5i, above.
- III. SHP may disclose to any sub-contractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 5i, above, that is reasonably required for the performance of the sub-contractor's work under this Agreement. Prior to any such disclosure, SHP shall obtain the sub-contractor's written agreement to the requirements of Subsection 5i, above and shall provide a copy of such agreement to DISTRICT.
- IV. SHP represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall SHP make representations about the DISTRICT in oral or written form without the prior written approval of DISTRICT.
- V. SHP's obligation of confidentiality with respect to information submitted or disclosed to SHP by DISTRICT hereunder shall survive termination of this Agreement.
- VI. SHP understands and agrees that it is subject to all DISTRICT policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

6. LIABILITY. The DISTRICT shall not be liable to SHP for personal injury or property damage sustained by SHP, its employees, or agents in the performance of this agreement, whether caused by the DISTRICT, its officers, employees, or by third persons.

7. INDEPENDENT CONTRACTOR. While engaged in performance of this agreement, SHP is an independent contractor and is not an officer, agent, or employee of the DISTRICT. SHP is not entitled to benefits of any kind to which DISTRICT's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits. SHP assumes full responsibility for the acts and/or omissions of SHP's employees or agents as they relate to performance of this agreement. SHP assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to SHP and SHP's employees and agents. SHP warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. SHP agrees to indemnify DISTRICT for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by SHP's employees and agents under this agreement.



8. CONFLICT OF INTEREST. SHP represents that SHP has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by SHP. SHP shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

- I. SHP will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the DISTRICT prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
- II. SHP warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with view toward securing any business from DISTRICT or influencing such person with respect to the conditions, or performance of any contracts with or orders from DISTRICT, including without limitation this agreement. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and SHP.
- III. Should a conflict of interest issue arise, SHP agrees to fully cooperate in any inquiry and to provide the DISTRICT with all documents or other information reasonably necessary to enable the DISTRICT to determine whether or not a conflict of interest existed or exists.
- IV. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, notwithstanding Section 4, "Term and Termination," above, in addition to whatever other remedies the DISTRICT may have.

9. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of the DISTRICT that, in connection with all work performed under DISTRICT agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, SHP agrees to comply with applicable federal and state laws. In addition, SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

10. NON-DISCRIMINATION. The DISTRICT is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The DISTRICT prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHP agrees to comply with applicable federal and state laws. In addition, the SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

11. GOVERNING LAW. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of **California**.

12. FINGERPRINTING and BACKGROUND CHECKS. SHP shall perform the following acts:



- I. As required by DISTRICT, SHP shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by DISTRICT;
- II. Prohibit employees, agents and volunteers of SHP from coming into contact with students until DISTRICT and/or SHP has ascertained that the employee, agent or volunteer has not been convicted of a felony;
- III. Certify in writing to the DISTRICT that neither SHP nor any of SHP's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
- IV. As required, provide a list of the names of SHP's employees, agents and volunteers who may have contact with students to the DISTRICT administrator for this Agreement.

13. **INSURANCE** SHP shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHP's fulfillment of any of its obligations under this Agreement or either Party's use of the Work or any component or part thereof:

- I. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
- II. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- III. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHP's full liability under applicable state and federal laws, as follows:
 - Part A – Statutory Limits
 - Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000
- IV. **Errors & Omissions (Professional Liability)** coverage, as follows:
 - \$1,000,000 per occurrence/ \$1,000,000 aggregate
- V. **Sexual Abuse and Molestation** coverage, as follows:
 - \$1,000,000 per occurrence/\$1,000,000 aggregate

SHP, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage.

14. **INDEMNIFICATION.** SHP shall indemnify and hold harmless DISTRICT and its Board Members, administrators, employees, agents, attorneys, and SHPs (collectively, "Indemnitees") against all liability, loss, damage and expense



(including reasonable attorneys’ fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

The DISTRICT agrees to indemnify and hold harmless SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it, from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the DISTRICT arising out of or in connection with the provisions of this agreement.

15. **NOTICES.** All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement will be sent by prepaid first class mail, electronic mail, telephone facsimile, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail or telephone facsimile; or when delivered, if delivered by hand.

To SHP:

Name: Paula Fynboh
Title: Vice President, Field Operations
Company: Sandy Hook Promise
Address: 13 Church Hill Road
Address: Newtown, CT 06470
Telephone: 202.813.2140
Facsimile: N/A
Email: paula.fynboh@sandyhookpromise.org

To Mt. Diablo Unified School District:

Name: XXXXXXXXX
Title: XXXXXXXXX
Office: XXXXXXXXX
Address: XXXXXXXXX
Address: XXXXXXXXX
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx
Email: XXXXXXXXX

17. **DISPUTE RESOLUTION.** Should any problem or conflict arise in the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion.

18. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement, all exhibits to this Agreement constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement, as described in Section 4, above



[SIGNATURE PAGE FOLLOWS]



Sandy Hook
PROMISE

-DISTRICT-	-SHP-
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): <u>Robert A. Martinez, Ed.D</u>	NAME (Print): _____
POSITION: <u>Superintendent</u>	POSITION: _____
DATE: _____	DATE: _____



EXHIBIT A – SHP SCOPE OF WORK

By signing this MOU and agreeing to the Scope of Work, the DISTRICT commits to both implement the KTS Program(s) and sustain the KTS Program(s) via a youth club. The DISTRICT will provide the names and contact information for all Adult Advisors within each school who will be advising the youth clubs in sustaining the Program BEFORE training can take place.

To complete this step, your district should have received a SAVE Promise Club Registration Spreadsheet along with the MOU. Districts must complete the red highlighted columns for each Middle and/or High School receiving our Programs within your district (Elementary Schools are not required to have SAVE Promise Clubs), and send back to SHP along with the completed MOU.

Program Delivery & Sustainability:

Sandy Hook Promise and DISTRICT will work together to train all DISTRICT Elementary, Middle and High Schools students in **Safety Assessment & Intervention**.

Safety Assessment & Intervention:

SHP and DISTRICT will work together to train school safety teams from all DISTRICT Elementary, Middle and High schools/campuses in SAI.

DISTRICT will identify the school safety teams and communicate the purpose and expectations of the SAI training before the training can take place. The SAI training will take place in between **September - November**. SHP will deliver 2-3 SAI Trainings. A minimum of 50 attendees must attend each training. All 52 DISTRICT Elementary, Middle and High schools/campuses must have a team of at least 3 people each, with the exception of the alternative sites serving small populations of students.