

**MEMORANDUM OF UNDERSTANDING
BETWEEN MOUNT DIABLO UNIFIED SCHOOL DISTRICT AND
STAND! FOR FAMILIES FREE OF VIOLENCE**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made this 23rd day of February 2012, by and between Mount Diablo Unified School District in Concord, CA and STAND! For Families Free of Violence, a non-profit agency in Concord, CA. This MOU is active and remains in effect until terminated by either party in writing.

WHEREAS MOUNT DIABLO UNIFIED SCHOOL DISTRICT has requested the services of the Consultant to deliver a program for all students at the school in an effort to raise students' awareness of what constitutes healthy and abusive relationships and equip students with skills to develop healthy relationships, including positive communication, anger management and conflict resolution.

WHEREAS the Consultant provides such services through its full-scale Safe Dates On-Location program.

THEREFORE it is agreed as follows:

1. The Consultant agrees to:
 - a. Conduct 10-12 week Promoting Gender Respect leadership workshops at El Dorado Middle School within the Mount Diablo Unified School District.
 - b. Provide a team of trained facilitators for each of the programs as well as use of the Consultant's proven curriculum and material.
 - c. Provide quarterly reports of the number of students engaged in the STAND! Program
 - d. Screening in accordance with Education Code 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the District.
 - e. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406.
2. MOUNT DIABLO UNIFIED SCHOOL DISTRICT agrees to:
 - a. Provide a suitable meeting facility for the STAND! Program for MOUNT DIABLO UNIFIED SCHOOL DISTRICT students.
 - b. Support the recruitment of 8-10 students present for each session.
 - c. Notify the Consultant at least two days in advance if a session is going to be canceled, except in the case of an emergency.

3. DISPUTES

All disputes between the parties arising under this MOU shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before an arbitrator mutually agreed upon by the parties, or if they cannot agree, then by a panel of three (3) arbitrators to be selected in accordance with the aforementioned Commercial Arbitration Rules. Such arbitration shall be held in Alameda County, California, shall be final and binding upon the parties, and shall be the exclusive remedy for any such dispute.

Arbitration shall be initiated hereunder by the aggrieved party giving written notice to the other party within the applicable statute of limitation, which notice shall include a statement of the nature of all claims asserted and the facts upon which such claims are based. The aggrieved party in any arbitration pursuant to this MOU shall have the burden of proof as to all elements necessary to establish that party's claim in accordance with applicable law. The losing party in any arbitration shall pay the Arbitrator's fees. Either party may bring an action in any court in California of appropriate jurisdiction to compel arbitration under this MOU and to enforce an arbitration award.

4. AMENDMENT

This MOU shall not be amended or modified except by a prior written MOU signed by MOUNT DIABLO UNIFIED SCHOOL DISTRICT and Consultant.

5. TERMINATION

This MOU may be terminated at any time, with 30 days written notice to the other party.

6. INSURANCE

Consultant shall carry Worker's Compensation Insurance and Short-term Disability Income (SDI) Insurance as required under California law covering all work performed by it under this MOU and extending to all of the Consultant's personnel, agents and/or consultant's performing service under this MOU. Consultant shall also carry such comprehensive general liability insurance in such coverage amounts and with such coverage terms and provisions, as is reasonable, customary and appropriate for Consultant's service profession in view of the services to be performed hereunder.

7. INDEMNIFICATION

Consultant shall indemnify and hold harmless MOUNT DIABLO UNIFIED SCHOOL DISTRICT, its trustees, officers and employees for any liability arising out of Consultant's negligence or breach of Consultant's duties hereunder.

8. GOALS FOR PARTNERSHIP

- a) Students will go through the learning experientially and unlock their individual learning through a group process and with the support of adult allies and peers.
- b) Students bring their own voices in how they experience violence and manhood. The youth will not only raise their critical awareness with these topics but, by developing their leadership skills, ask them to be change agents in their community.

- c) Middle School boys will raise awareness on their socialization as men and perpetuating violence. Keywords: Bullying, Teen Dating Violence, Domestic violence, gangs, man box
- D) Volunteer facilitators will undergo experiential learning to be youth developers; they will work with students in support groups of 8-10. In addition, high school students will be recruited and trained to be allies and facilitators to the youth.

9. LAW GOVERNING

This MOU is governed by the laws of the State of California unless otherwise noted.

SIGNED:

By: Authorized Agent
Mount Diablo Unified School District

Date

By: Gloria Sandoval
Executive Director
STAND! For families Free of Violence

Date