



**AGREEMENT BETWEEN  
STAND AGAINST DOMESTIC VIOLENCE  
AND  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
1936 Carlotta Drive, Concord, CA 94520  
(925) 682-8000**

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Mt. Diablo Unified School District, hereafter known as the "District" and STAND Against Domestic Violence, hereafter known as "STAND", with its principal place of business being:

1410 Danzig Plaza  
Concord, CA 94519  
Tel: (925) 676-2968

This Agreement will become effective on \_\_\_\_\_, 2009.

STAND Against Domestic Violence was founded in 1990 and incorporated as a non-profit 501 (c) (3) organization in 1992. STAND expanded its services to include school-based prevention services in Contra Costa County in 2004. STAND has an established record of working in partnership with schools and community agencies to end family violence through a wide range of prevention, crisis services, and residential shelter programs for women and children affected by domestic violence.

If this partnership is approved, STAND will offer counseling and educational services in District schools to instruct students in the areas of peer-to-peer and youth-to-adult respectful communication, personal safety, assertiveness skills, how to recognize potentially dangerous situations, safely speaking up for oneself and others, and safety tips and strategies for children and caregivers. Workshops will be provided for in District schools related to identifying family violence, child abuse reporting procedures, and resources for children and families affected by family violence. STAND provides extensive training all STAND school-based counselors and instructors, hereafter referred to as "Provider."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, STAND and the District agree as follows:

STAND services must meet District expectations and standards relative to the extent, quality, and kind of services provided. STAND will be responsible for ensuring that the extent, kind and quality of services performed will be consistent with the STAND provider's training, education, and experience. The District reserves the right to monitor and direct STAND services to ensure efficient use of resources and performance to district satisfaction. Should concerns arise about the STAND provider or services provided, the District may counsel the STAND provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the STAND provider at any time during, not subject to the termination provisions set forth in this agreement.

## CRIMINAL RECORDS CHECK / TUBERCULOSIS TESTING

Each STAND provider shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. STAND and the District shall not permit STAND providers to have any direct contact with District pupils or families until such time as the District has verified that each STAND provider has not been convicted of a felony, as defined in Education Code §45125.1. Each STAND provider must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families. STAND is responsible for all costs related to fingerprinting and TB testing.

## RELATIONSHIP OF THE PARTIES

STAND enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstance shall STAND providers or STAND supervisors be considered an employee of the District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the STAND workshop instructor or his/her supervisor look to the District as an employer. STAND providers shall not be entitled to any benefits accorded to the District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. STAND providers receive no salary or benefits from the District. In consideration of STAND provider status, STAND provider will not be assigned extraordinary duties or committee responsibilities. STAND agrees that STAND provider(s) may not displace District employees in any function or capacity.

## STAND / DISTRICT RESPONSIBILITIES

STAND providers will provide counseling services and lead trainings at designated school sites assigned by the District. STAND will designate trained and qualified providers who understand working in public schools. The school principal or principal's designee will support the STAND provider(s) in their assignments at each school site. Each STAND provider will communicate regularly with the principal or principal's designee. In the event that an urgent or emergency circumstance is encountered by a STAND provider (i.e. required CPS report, hospitalization evaluation, safety concerns, etc.) the STAND provider will immediately contact the principal of the school or a school administrator in person or by phone, and subsequently contact the STAND supervisor.

Principal or principal's designee will make final determination of the STAND provider schedule and may solely make changes to schedule(s) as needed to accommodate the needs of the students and school. The STAND provider and STAND supervisor will inform the principal or principal's designee of any proposed changes in the STAND provider's schedule. STAND is responsible for STAND provider(s) performing all duties set forth in Appendix A. Failure to comply with the duties set forth in Appendix A, or any part of this agreement, may be considered breach of contract.

## TERM

This Agreement will remain in effect and only terminate as set forth below. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the

breaching party if no cure is effective. Termination shall be effective immediately upon transmission of said notice.

### CONFIDENTIALITY

STAND providers and STAND supervisor's will comply with confidentiality law and District policy as it pertains to securing, orally sharing, copying or recording confidential information and records for any individuals and families about whom information is obtained. STAND provider(s) will restrict requests for access to District and other agencies' confidential information and records; and limit sharing of confidential information to those authorized to formulate and implement a case specific service plan as specified in WIC 1989.40 and WIC 1898.45. STAND agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. STAND acknowledges that the unauthorized release of confidential information is not only a breach of this agreement, but also may result in civil/criminal liability and penalties (i.e. \$10,000), court costs, and reasonable attorney fees to be paid by STAND.

STAND provider(s) shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which STAND providers obtain in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees, projects, files or ideas. STAND c provider(s) are prohibited from removing or disclosing any confidential information from the District's premises. Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor when groups of minors are depicted. Written permission must likewise be obtained from the District prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual or groups of students. At the conclusion of services, STAND provider(s) shall provide District staff members with a written summary of services provided. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District staff.

### INDEMNIFICATION

STAND shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless STAND and STAND officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that STAND may incur or suffer and that arise, result from, or are related to any breach or failure of a STAND provider to perform any of the services and agreements contained in this Agreement.

### Insurance Requirements:

STAND shall provide the District with a copy of a Certificate of Liability Insurance naming the District as additionally insured.

### CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties and shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

### RULES AND REGULATIONS

All results and regulations of the Mt. Diablo Unified Board of Education and all Federal, State, and local laws, ordinances and regulations are to be observed strictly by the STAND providers pursuant to this Agreement. Failure by either party to comply with the provisions set forth in this agreement can be considered a material breach.

### AFFIRMATIVE ACTION / NON-DISCRIMINATION

Mt. Diablo Unified School District seeks to hire and promote individuals, recruit volunteers and provide services to individuals without regard to race, creed, color, gender, sexual orientation, disability, marital status, veteran status, national origin, age or physical disability as referenced by Board Policies 4030 (Non-Discrimination In Employment), 0410 (Non-Discrimination In District Programs and Activities), 5145.3 (Non-Discrimination/Harassment), 1240 (Volunteer Assistance). STAND shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry, or national origin.

### NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission.

## Appendix A

### STAND Against Domestic Violence

#### District Responsibilities:

- Principal or principal's designee will provide STAND providers with an orientation to the school.
- Principal or principal's designee will provide STAND providers with information regarding the school, demographic information of the student population, and review student and community needs.
- Principal or principal's designee will provide an orientation to the roles and responsibilities of district personnel at the school.
- Principal or principal's designee will make available to STAND provider(s) information regarding school and district policies and practices.
- Principal or principal's designee will provide provider(s) information regarding the programs and resources available for students at the school.
- Principal or principal's designee will contact parent / legal guardian to request permission to provide referrals to STAND counseling services.
- Principal or principal's designee will ensure time and space for delivery of trainings.
- Principal or principal's designee will ensure office space for individual or group counseling.
- Counseling services will be provided during elective class time or times determined to have minimal impact on the student's educational performance.
- Provider(s) will become familiar with school and community-based programs and resources for students and families.
  
- Provider(s) will provide informed consent forms in English and Spanish to parents / guardians and obtain written permission to provide services before providing services to any student or family. No pupil may participate in any activity or services provided by STAND without a completed written parent permission form.
- Provider(s) will request written parent / legal guardian permission to exchange information with district personnel for each student referred for services.
- Student or family participation in STAND services is completely voluntary. A student, parent or legal guardian may discontinue participation in services at any time by communicating this verbally or in writing to the provider or a school site administrator; Provider(s) will inform the principal or principal's designee if this occurs.
- Provider(s) will provide competent and developmentally appropriate counseling services, including individual counseling and/or group counseling services, for students with risk factors such as poor educational performance, acting out behaviors, family stressors, divorce, history of child abuse, history of domestic violence, socioeconomic disadvantage, and other risk factors commonly associated with domestic violence and poor educational performance.
- Provider services may focus on helping students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- The type of services provided will be proposed based on the reason for referral and the determination of the provider with his or her supervisor and school personnel. The district reserves the right to make final determination of the type of services to be provided.

- At the conclusion of services or at the end of each school year, with permission, provider(s) shall provide the principal or principal's designee with a written summary of services provided to each student and recommendations for future services. Service summary forms will be provided to STAND by the district.
- Provider(s) will provide staff trainings at designated schools. Trainings will include will include education about the affects on children who are exposed to domestic violence, information about community resources, and information about the referral process for STAND services. Provider(s) will coordinate training schedules with each school's principal or principal's designee; trainings may be incorporated into regularly scheduled staff meetings. The principal or principal's designee will make final determination of provider(s) schedules.
- Provider(s) will provide parent / caregiver trainings at designated district schools. The training will include education about the affects on children who are exposed to domestic violence, information about community resources, and information about the referral process for STAND counseling services.
- Provider(s) will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider(s) will work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social counselors, youth mentors, etc.) to support students' overall school success.
- When possible, provider(s) will participate in school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When needed, provider(s) will assist students and families to access health, mental health, and support services. Referrals will be communicated to the principal or principal's designee and the School Coordinated Care Team.
- Provider(s) who work with foster youth students will work collaboratively with MDUSD Foster Youth Services (MDUSD FYS / Tel# (925) 458-6858).
- Provider(s) who work with homeless students or families will work collaboratively with MDUSD Homeless Outreach Program for Education (MDUSD HOPE / Tel# (925) 458-6858).
- Provider(s) will maintain timely and accurate records.
- Provider(s) will maintain student and family confidentiality.
- Provider(s) will follow professional and ethical guidelines, District guidelines, and State and Federal law.

#### ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

CONTRACT MANAGEMENT

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year written above.

**STAND AGAINST DOMESTIC VIOLENCE**

STAND representative for all contractual matters:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Mt. Diablo Unified School District**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Reviewed by MDUSD Board of Education on (date): \_\_\_\_\_

Approved by MDUSD Board of Education:  Yes  No: (date): \_\_\_\_\_