



**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
and
CENTER for HUMAN DEVELOPMENT**

This agreement is made as of the 28th day of September 2013 by and between the Mt. Diablo Unified School District, hereafter known as “District” and the Center for Human Development, hereafter known as “CHD” with its principal place of business and information being:

391 Taylor Blvd., Suite 120

Pleasant Hill, CA 94523

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Contacts: Elaine Prendergast

WHEREAS, CHD is a community-based organization that offers a spectrum of services for at-risk youth, individuals, families, and communities in the Bay Area. CHD began working with Contra Costa County schools with an alcohol and drug prevention program in 1972 and incorporated as a nonprofit in California in 1978. CHD provides prevention programs and support to empower people and encourage positive growth. CHD’s dedicated staff and several hundred volunteers create and present programs and services focused on prevention and wellness, youth leadership, conflict resolution, parenting skills, and other challenges facing the community. CHD volunteers work together with staff to deliver quality programs in schools and communities. CHD’s administrative headquarters are in Pleasant Hill with satellite offices in Antioch. CHD is known as a long-standing partner of Mt. Diablo Unified School District. NOW, THEREFORE, in consideration of the conditions contained in the Agreement, CHD and the District agree as follows:

GENERAL CONSIDERATIONS

This agreement will remain in effect for five (5) years. CHD staff and volunteers are hereby authorized to provide services at District schools. Services are described in Exhibit A, Exhibit B, and Exhibit C. The district provides no remuneration for these services under this agreement. CHD services not described in this agreement must be approved by the Mt. Diablo Board of Education under a separate agreement or by Independent Services Contract. The schedule for CHD services must approved by the school site principal or principal’s designee and the District. Each CHD staff person’s and/or volunteer’s schedules and emergency contact information will be kept on file at the office of the school at which each CHD staff is based. CHD authorized to provide competent and developmentally appropriate counseling services for students and parents at district schools under the supervision of a CHD licensed mental health provider, i.e. Ph.D., Psy.D., LCSW, or LMFT therapist. CHD is responsible for ensuring that the extent, kind and quality of services performed by CHD providers is consistent with the intern or staff member’s

training, education, and experience. CHD services must meet District expectations and standards relative to the extent, quality, and kind of services provided. District reserves the right to monitor and direct services to ensure efficient use of resources and performance to district satisfaction. Should concerns arise about the services provided, the District may counsel CHD providers and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services.

CRIMINAL RECORDS CHECK / TUBERCULOSIS TESTING

CHD staff 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. CHD and the District shall not permit CHD staff or volunteers to have any direct contact with District pupils or families until such time as the District has verified that each CHD staff or volunteer has not been convicted of a felony, as defined in Education Code §45125.1. CHD is responsible for the cost of fingerprinting of staff members, providers, counseling interns. District / school site is responsible for the cost of fingerprinting of volunteers. Each staff person must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District staff, students or families. CHD or volunteer is responsible for costs related to TB testing.

RELATIONSHIP OF THE PARTIES

This Agreement represents no intention of the District to cover the cost of PEP (Exhibit A). Any and all related costs must be covered by parent(s) directly, or arranged via Independent Services Contract with school site(s) or department(s). This agreement authorizes school sites and district departments to develop Independent Service Contracts with the required approval of Superintendent or Assistant Superintendent. CHD enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstance shall CHD staff, CHD supervisors or volunteers be considered an employee of the District within the meaning of any federal, state, to 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 CHD staff or his/her supervisor look to the District as an employer. CHD staff shall not be entitled to any benefits accorded to the District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. CHD staff receives no salary or benefits from the District. In consideration of CHD staff status, CHD staff will not be assigned extraordinary duties or committee responsibilities. CHD agrees that CHD staffs may not displace District employees in any function or capacity. CHD will ensure that volunteer duties are described in writing and approved by the Principal and District prior to performing duties at designated school sites. All volunteer duties and functions must be approved by the school principal(s) and determined not to duplicate any duties or jobs for which the district has a bargaining unit and bargaining contract in place. Volunteers may only perform duties that are not performed in any capacity by paid district staff members. CHD will designate a trained and

qualified supervisor of CHD volunteers who has experience working in public schools. CHD is responsible for CHD staff(s) and volunteers performance of all duties set forth in this agreement. CHD staff will inform the Principal and Administrator of School Linked Services of any proposed changes in the CHD staff or volunteers' status with CHD or changes in schedule.

TERM

This Agreement will remain in effect for five years from the date of Mt. Diablo Unified Board of Education approval, 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

CHD staff, volunteers and supervisors 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. CHD staff will provide a written release of information form to the parent/legal guardian prior to exchanging information with District personnel. CHD agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. CHD 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 CHD. CHD staff shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which CHD staffs 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. CHD staff is prohibited from removing or disclosing any confidential information from the District's premises, unless CHD staff receives prior written approval from the District. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District personnel. Written parental/legal guardian 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/legal guardian of each minor when groups of minors are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18.

INDEMNIFICATION

CHD 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 attorney's 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 CHD and CHD 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 attorney's fees and costs, that CHD may incur or suffer and that arise, result from, or are related to any breach or failure of an CHD staff to perform any of the services and agreements contained in this Agreement.

CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties 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 Board of Education and all Federal, State, and local laws, ordinances and regulations are to be observed strictly by the CHD staff 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).

CHD 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:
Parent Educator Program (PEP)

- With the many pressures children face as they are growing up, it is vital to teach, expand, and reinforce the necessary life skills to be successful not just as a student, but as a community member and adult. In addition, it is essential to give children factual information regarding tobacco, alcohol, and other drugs and to assist them in making healthy choices. PEP addresses these needs and provides a safe environment for children to ask questions, practice skills, and gain the confidence to confront the challenges of adolescence. PEP is unique in that it is taught by parent/community volunteers who are accessible resources and role models for the children in their communities. The PEP volunteers are a visible and present reminder for the students on the importance of making healthy choices. The PEP volunteers are also advocates for positive change in their communities, especially around the norms of alcohol and drug use.
- The PEP lessons are designed to promote responsible decision-making, resistance skills, self-esteem, and positive peer interaction. Previous teaching experience is not a requirement, but volunteers should have a good rapport with children and a commitment to alcohol, tobacco, and other drug prevention. In addition, post-training evaluations show the parent volunteers come away from the training series feeling more confident in their own communication skills and with a skill set which can be used to enhance their own personal relationships.
- Center for Human Development proposes to provide the Parent Educator Program (PEP) at District schools in the Mt. Diablo Unified School District at no cost to the District.
- PEP trains parent/community volunteers to present health promotion curriculum to elementary and middle school students in grades K-6. PEP is currently implemented in 24 schools in Contra Costa and Alameda counties. The program, based on the TRIBES process of group development, is designed to reduce risk factors for adolescent drug use and promote resiliency in children. The program has an explicit "no use" message for children.
- Curriculum to be used by CHD staff or volunteers in Mt. Diablo schools must have prior review and approval by the Dept. of Curriculum and Instruction Director or designated administrator and approval by the school principal prior to implementation.
- All PEP staff volunteers must be fingerprinted and show a negative TB test per district policy prior to any work in district schools that involves contact with students or parents. CHD is responsible for all costs related to fingerprinting and TB testing.
- All PEP volunteers and staff must fill out an Emergency information card to be kept on file at each school office.
- In the event that an urgent or emergency circumstance is encountered by a staff member or volunteer (such as CPS report or any other urgent circumstance) he/she will immediately directly contact in person or by phone the principal of the school or a school administrator, and the Director of Student Services and contact the CHD Supervisor and his/her individual supervisor.
- Student or family participation in CHD services provided is completely voluntary. A student or parent may elect to discontinue participation in services at any time by communicating this verbally or in writing to school staff or CHD staff or volunteer.

- CHD may offer parent education workshops outside of the PEP program for specific topics or general information regarding parenting children and adolescents in modern times. Workshops must be pre-approved by the principal.

CENTER FOR HUMAN DEVELOPMENT:

- Facilitates the 21-hour training sessions for PEP volunteers;
- Provides training and assistance for School Site Coordinators in implementation of the PEP curriculum;
- Provides PEP and SMART START (6th grade) curriculum to all school sites;
- Provides materials available for checkout to supplement curriculum (props, DVD's);
- Serves as a resource on curriculum and other health and wellness materials;
- Facilitates two informational network meetings for Site Coordinators;
- Provides technical assistance to the school sites;
- Ensures communication with the school principal for approval any and all activities that will take place at the school site.
- Is available to deliver in service trainings for school staff upon request.
- Sponsors an annual PEP Refresher Day for PEP volunteers (costs described below).

THE SCHOOL SITE:

- Provides classroom space for the students and PEP volunteers;
- Provides materials needed to assist in facilitation of lessons (i.e., flip charts, white boards);
- Provides students copies of the handouts and the parent/guardian letters from each lesson;
- Supplies the PEP Bear/Mascot and necessary props;
- Provides a certificated staff member in the classroom during PEP sessions that are held during the school day.

THE PRINCIPAL OR PRINCIPAL'S DESIGNEE

- Discusses the program with school staff to generate interest and support;
- Promotes program visibility at the school;
- Encourages evaluations and modifications, if necessary;
- May help to determine the funding source for PEP.
- Makes final determination and must approve any and all events and activities to be scheduled at the school site.

THE CLASSROOM TEACHER:

- Along with Principal, makes final determination regarding scheduling.
- Remains present during each lesson that is taught during the school day.
- Gives support and feedback to the PEP volunteers.
- May confer with the PEP volunteers regarding the curriculum.
- Talks with the Site Coordinator if there is a problem that the classroom teacher and PEP volunteers cannot solve.

THE PEP SITE COORDINATORS

- Serve as liaisons between the school staff, the PEP volunteers, and the CHD staff;
- Coordinate logistics, including recruitment of volunteers;
- Meet with the classroom teachers to schedule when volunteers will give presentations in classes and discuss the curriculum.
- Work to solve site problems, attend special trainings, and informational network meetings;
- Provide support to volunteers.

THE PARENT VOLUNTEERS:

- Attend all sessions of the 21-hour training and then PEP Refresher in future years;
- Sign Volunteer Agreement form;
- Plan each session with co-facilitator;
- Teach the pre-selected health promotion curriculum in the classroom;
- Manage classroom behavior during lessons;
- De-brief each session with co-facilitator;
- Seek feedback from the classroom teacher on a regular basis.

FEES:

Annual fees

Each participating parent or school site may fund, through an approved independent services contract, a first-year startup fee of \$600 which covers curriculum, site support, and 10 hours of site specific assistance from PEP staff. In subsequent years schools fund, only through an Independent Services Contract, an annual fee of \$400 for use of curriculum and site support. This Agreement represents no intention of the District to cover the cost of PEP. Any and all related costs must be covered by parent(s) directly, or arranged via Independent Services Contract directly with each school site. This agreement establishes the partnership and authorizes school sites and district departments to develop Independent Service Contracts with CHD with the required approval of Superintendent and Assistant Superintendent. District board of education approval is required if the total amount of any one independent services contract, or combined independent services contracts exceed \$25,000.

Annual PEP Refresher Day. Early registration: \$45 per attendee. Same day/late registration: \$50 per attendee. District is not responsible for any fee or costs unless arranged via an approved Independent Services Contract.

Training

Fee for core 21-hour training is \$6000 for up to 20 volunteers in a site- or district- sponsored training. (Sites determine how they share the fee with parents.) Any and all funding by District departments or schools is contingent upon an approved Independent Services Contract. As an alternative to a site- or district-sponsored training, prospective PEP volunteers may attend an open enrollment training with participants from many different sites and districts. Fee is \$350 per PEP volunteer.

Curriculum

One grade level curriculum supplied with initial startup fee.

\$100 for each adapted grade level curriculum or additional grade level curriculum. District is not responsible for any fee or costs unless arranged via an approved Independent Services Contract.

SUMMARY: CHD shall provide District staff members with an annual written summary of services provided, a summary of outcomes data, and recommendations for future services. Summary will be provided no later than June 20th of each calendar year.

Appendix B: Counseling Services

- CHD is hereby authorized to provide counseling services at District schools, per the terms set forth in this agreement.
- CHD utilizes a proven effective program, Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students).
- Project SUCCESS is a national model program that has been proven effective in preventing and reducing teen substance abuse.
- Program components include: Prevention Education Series, Individual and Group Counseling, School-wide Awareness and Outreach Activities, Parent Programs, and Referrals.
- Project SUCCESS staff supplement the core components with Brief Interventions.
- Provider will provide prevention services for risk-factors commonly associated with drug abuse and dependence later in life, such as school failure, truancy, and acting out behaviors.
- Depending on the reason for referral, provider will assist 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.
- This Agreement represents no intention of the District to cover costs related to counseling services.
- School principal or principal's designee will assist provider to: learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- School principal or principal's designee will assist provider to learn the school profile, background of student population, and student needs.
- School principal or principal's designee will give each provider an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- School principal or principal's designee will assist provider to become familiar with school and community-based programs and resources for students and families.
- School principal or principal's designee will provide dedicated confidential office space for counseling services.
- School principal or principal's designee will provide a locked file cabinet, in a room with a lock on the door for provider files.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the provider with his or her school site administrator liaison and the CHD licensed supervisor.
- Provider will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider will work collaboratively and communicate proactively with school professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, school social work specialists, behaviorists, youth mentors,) to support students' overall school success.

- Provider will work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel # (925) 682-8000, Ext. 3054.
- Provider will participate in school's Coordinated Care Team meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- Provider will assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community when needed. Referrals will be coordinated through established School Coordinated Care Teams.
- Provider will obtain written permission to provide services for any and all student's served.
- Provider will request a signed release of information form from the parent / legal guardian in order to: coordinate services with school site and district personnel and provide summary of treatment information described below.
- In the event that an urgent or emergency circumstance is encountered by a CHD member, (i.e. required CPS report, call to Police, hospitalization evaluation, student safety concerns, etc.) he/she will immediately directly contact the principal and co-administrator of the school. Provider will also contact the CHD supervisor and MDUSD Director of Student Services at the cell number provided.
- For all students served, provider will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services.
- Provider will submit a written summary of emergency circumstances, including but not limited to: harm-to-self / suicide risk assessments, harm-to-others risk assessments, calls made to CPS, whether or not a CPS report was made; summary will be submitted to the Principal and Director of Student Services.
- Provider will provide a written end-of-services summary form for each student served using the form provided by School Linked Services; this form will be locked securely and kept separately from the students CUM file. When services conclude, provider will identify students in need of ongoing counseling services and make transition plans for each student in need of ongoing services and support.
- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community resources.
- CHD will inform the Director, Student Services and Administrator, School Linked Services of any concerns reported by district personnel, parents, or student(s) related to the delivery of services or quality of services provided.
- Provider will maintain timely and accurate records.
- Provider will maintain student and family confidentiality in accordance with State and Federal laws.
- Provider will follow professional and ethical guidelines, District policies and procedures, and State and Federal law.
- By February 1 of each school year, CHD will provide a mid-year utilization summary. Summary will include the number of students referred for CHD services, number of students served, average number of sessions, length of services, the top four reasons for referral, ethnicity and gender of student population referred as well as served, and tracking information related to the implementation of this agreement. Outcome data related to school performance will be maintained by CHD and reported, i.e. rates of attendance, grades (GPA

per quarter), and behavior as measured by rates of disciplinary actions per school-year quarter.

- By June 20th of each school year, CHD will provide an end-of-year utilization summary, including outcome measures of school performance i.e. rates of attendance, grades (GPA per quarter), and behavior as measured by rates of disciplinary actions per quarter. End-of-year summary report will include the number of students referred for services, number of students for whom parental consent for counseling was not obtained, number of students who participated services, the top four reasons for referral for services, ethnicity and gender of student population referred for and as well as who participated in counseling, and relevant information related to the delivery of services.

Appendix C: Friday Night Live

- Friday Night Live (FNL) is a Statewide Program that offers youth development activities that help students to plan, implement and evaluate a variety of “environmental prevention” projects with a particular focus on eliminating alcohol access for youth.
- Contra Costa County Behavioral Health Services, Alcohol and Other Drugs Services contracts with CHD to provide FNL services at selected middle and high schools throughout Contra Costa County A countywide youth council is also open to MDUSD students.
- CHD will provide FNL at a minimum of two sites in MDUSD with no charge to the District.
- FNL services take place after school.
- FNL participants will experience the following:
 - A safe environment;
 - Opportunities for community engagement;
 - Opportunities for leadership and advocacy;
 - Opportunities to build caring and meaningful relationships with youth and adults;
 - Opportunities to engage in interesting and relevant skill development;
 - Opportunities to develop healthy personal attitudes and behaviors;
- CHD is fully responsible for FNL programming and supervision.
- FNL will only be offered at schools and after school programs with principal’s approval.
- By June 20th of each school year, CHD will provide an end-of-year report on FNL services, including demographics of population served and outcome measures that demonstrate effectiveness.

END