

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between **Newport Mesa Unified School District** (hereinafter referred to as **NMUSD**) and the **National Alliance on Mental Illness (hereinafter NAMI)**. It is the intent of this memorandum to provide the general parameters and guidelines by which **NMUSD** and **NAMI** will work together to implement a program to address mental health education and promotion.

The **NAMI** organization is described as the following:

National Alliance on Mental Illness, is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. NAMI offers educational programs, advocacy, support for those experiencing mental illness and public awareness.

**NAMI** is offering **NMUSD** schools programs under their education department which include:

### **Basics:**

NAMI Basics is a 6-week education program for parents and family caregivers of children and teens who are experiencing symptoms of a mental illness or whom have already been diagnosed. NAMI Basics is offered in a group setting to connect with other people face-to-face.

The course is taught by a trained team with lived experience. The 6-session program provides critical strategies for taking care of your child and learning the ropes of recovery.

This program can be offered on campus in the evening or we will find a location close to the school that can provide meeting space.

**NAMI** Basics covers:

- Managing crises, solving problems and communicating effectively
- How to take care of yourself and handle stress?
- Developing the confidence and stamina to support your child with compassion
- Advocating for your child's rights at school and in health care settings
  - Sample Record Keeping System
- Learning about current treatments, including evidence-based therapies, medications and side effects
- Gaining an overview of the public mental health care, school and juvenile justice systems and supporting resources to help you navigate these systems
- Understanding the challenges and impact of mental health conditions on your entire family

### **Ending the Silence:**

**NAMI** Ending the Silence is an engaging presentation that helps audience members learn about the warning signs of mental health conditions and what steps to take if you or a loved one are showing symptoms of a mental illness.

**NAMI** Ending the Silence presentations include a lead presenter who shares an informative presentation and a young adult with a mental health condition who shares their journey of recovery. Audience members can ask questions and gain understanding of an often-misunderstood topic. Through dialogue, we can help grow the movement to end stigma.

- **NAMI Ending the Silence for Students:** 50-minute presentation designed for middle and high school students that includes warning signs, facts and statistics and how to get help for themselves or a friend. Research has shown that **NAMI Ending the Silence for Students** is effective in changing middle and high school students' knowledge and attitudes toward mental health conditions and toward seeking help
- **NAMI Ending the Silence for School Staff:** 1-hour presentation for school staff members that includes information about warning signs, facts and statistics, how to approach students and how to work with families
- **NAMI Ending the Silence for Families:** 1-hour presentation for parents and primary caregivers that includes warning signs, facts and statistics, how to talk with your child and how to work with school staff

## **Mental Health 101:**

Mental Health 101 is devoted to give individuals an opportunity to learn about mental illness through an informative presentation, short videos, and personal testimonies that represent a variety of cultures, beliefs, and values.

Participants will learn the signs and symptoms of mental illness and are given ideas about how to help themselves, friends or family members who may be in need of support through the lens of their own cultural and personal experience.

The program is delivered by a two-person facilitator team representing:

- Individuals living with mental illness
- Co-supporters (family, friend, support group)

The goal of this program is to create a multi-generation of culturally diverse individuals that can help address the stigma associated with mental illness through education, support and advocacy.

The Mental Health 101 program is unique because it...

- *Promotes* an overarching attitude of acceptance and a recovery attitude where everyone can improve.
- *Encourages* participants to get help for themselves and provides knowledge to help friends or family members who may be struggling with symptoms of mental illness.
- *Respects* the response and value of diverse cultures.
- *Shares* and promotes stories of HOPE in a way that is free from damaging or derogatory language, feels authentic to their experience and where individuals feel represented and valued for the strengths they and their communities bring to the table.
- *Gives* insight to educators and administration staff when reaching out to culturally diverse populations.

### **NAMI On Campus:**

NAMI On Campus High School (NCHS) Clubs are student-led clubs that raise mental health awareness and reduce stigma on campus through peer led activities and education. Student Leaders will be empowered with toolkits, materials, templates and resources to make running the club a fun and educational process. The Club is open to all students – those with mental health conditions, those with family members with a condition, or students who are interested in the field or in advocacy. It is not a support or therapy group.

Club leaders and members become advocates within their school and local community, and work towards creating a more positive and mental health-supportive school environment.

### **The purpose of NCHS Clubs is to:**

- Educate and increase the awareness of students, teachers, faculty, and school administration about mental health and wellness
  - Be supportive of students who are living with mental illness
  - Provide information on school and community resources
  - Encourage people to recognize early signs of mental illness
  - Encourage students who are having mental health issues to get help
  - Work to end the stigma that surrounds mental illness
  - Create an inclusive, safe, and supportive school environment
  - Let students know there is help available if they need it
1. Each program will be scheduled and determined by site needs.
  2. Each program will be provided at no charge **NAMI**
  3. The program will be during classroom hours and on the facility of NMUSD schools. Students will not leave the school campus during the administration of this program.

While performing the obligations under this Agreement, **NAMI** is an independent contractor and not an officer, employee or agent of **NMUSD**. **NAMI shall** not at any time or in any manner, represent that it is an officer, employee or agent of the **NMUSD**. **NAMI** will ensure any and all student information, shared as part of participation in a **NAMI** activity, will remain confidential in accordance with legal requirements.

### **Newport Mesa Unified School District will:**

- Identify and recommend students appropriate for the program and maintain consistent referrals for any ongoing or subsequent programs.
- Assign and provide safe, comfortable and private rooms that meet all Public Safety and Fire regulations at no cost to be used each week for group sessions at **NMUSD** designated sites.
- Provide a schedule at the beginning of this partnership of events and holidays that may affect the regular schedule of **NAMI's** programs.
- Notify **NAMI** staff 24 hours in advance of any changes in room or meeting places.
- Assist **NAMI** in the gathering of Informed Consent forms and other required documentation/paperwork from program participants.
- Maintain ongoing contact with the site administrative designee and the District's Psychological Support Services team.

It is understood that all coordination of services, as well as any problems or conflicts that may

arise in the course of providing services, are to be directed to the following contacts with **NMUSD**: First point of contact for services, site administration at each of the designated sites. Second point of contact Angela Castellanos, PPSC, LCSW, Coordinator, Mental Health and Outreach Services who can be reached at (562) 480-3001 cell or (949)515-6738 office or by email at [acastellanos@nmusd.us](mailto:acastellanos@nmusd.us). Final Point of Contact: Philip D'Agostino, Director of Student Support Services who can be reached at (714)424-5014 or by email at [pdagostino@nmusd.us](mailto:pdagostino@nmusd.us).

### **NAMI will:**

- Assign appropriately trained and back ground checked volunteer/coordinators to conduct services for students from our club membership.
- Notify school site staff immediately if a student is at risk to self or others during school hours or at a school sponsored activity.
- Notify school(s) in a timely manner if any changes of schedule are necessary.

It is understood that all coordination of services, as well as any problems or conflicts that may arise in the course of providing services, are to be directed to the following contacts with **NAMI**: First point of contact volunteer Amy Durham, Development and Volunteer Manager, who can be reached at (714) 544-8488 or by email at [amysuzannedurham@gmail.com](mailto:amysuzannedurham@gmail.com).

It is understood that Angela Castellanos, PPS, LCSW, Coordinator, Mental Health and Outreach services is to act as the authorized representative for *Newport Mesa Unified School District* to finalize plans on behalf of **NMUSD** for such services or projects. Further, should any problems or conflicts arise in the course of providing these services, it is understood that the authorized representative of **NMUSD** is empowered, on behalf of **NMUSD**, to work with **NAMI** to accomplish an effective resolution.

It is our goal to have open and on-going communication between **NAMI** and **NMSUD**.

### **Insurance**

**NAMI** shall, at **NAMI**'s sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this Memorandum of Understanding, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering **NAMI** and subcontractor's services and furnish to **NMUSD** a certificate of insurance evidencing all coverage's and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this Memorandum of Understanding, or such subsequent date as agreed to by the **NMUSD**.

Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage's shall be as follows:

a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(b) Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.

(c) Comprehensive Automobile Liability Insurance is not necessary as there will be no transportation of the students off the school facility.

(d) Statutory Workers' Compensation Insurance is not necessary as this is a non-profit group of women with no paid staff at this organizational level.

(e) An endorsement to said policy(s) naming NMUSD and its officers, agents and employees as additional insured while rendering services under this Memorandum of Understanding.

(f) A thirty (30) day written notice to NMUSD of cancellation or reduction in coverage, ten (10) days' notice if cancellation is due to nonpayment of premium.

The parties do hereby agree as follows:

1. **NMUSD** shall defend, indemnify, and hold harmless **NAMI**, its officers, agents and employees, from liability, loss, damage, or expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of **NMUSD** in the performance of this Agreement, and agree to pay on behalf of **NAMI** any and all claims, damages, judgments, defense costs, adjuster fees, and attorney fees directly resulting there from.
2. **NAMI** shall defend, indemnify, and hold harmless **NMUSD**, its officers, agents and employees, from liability, loss, damage, or expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of **NAMI** in the performance of this Agreement, and agree to pay on behalf of **NMUSD** any and all claims, damages, judgments, defense costs, adjuster fees, and attorney fees directly resulting there from.
3. **NAMI** acknowledges that it has received, read and is familiar with Education Code Section 45122.1. §45125.1.
4. **NAMI** volunteers performing services under this Agreement is in compliance with the provisions of Education Code Section 45122.1 regarding the submission of and the completion of a criminal background investigation. **NAMI** and volunteers have not been convicted of a felony as defined in Education Code §45125.1. I certify that if **NAMI** and any volunteers becomes aware of future convictions defined by Education Code Section 45122 of individuals providing services to **NMUSD** at a school site, the **NAMI** will not permit that individual to provide services to **NMUSD** students after the date the **NAMI** was informed of the infraction.
5. **NAMI** will submit names of new representatives who will provide services to **NMUSD** to the Student Services Division of the **NMUSD** prior to the commencement of services at the school site.
6. **Termination:** This understanding is in effect for a term of three years September 1, 2019 through August 31, 2022. Either Newport Mesa Unified School District or **NAMI** may terminate without cause, unless otherwise specified. Cause shall be defined as any breach of this MOU, any misinterpretation, or fraud on the part of either party. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records and pertinent documents.

**Newport Mesa Unified School District:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**National Alliance on Mental Illness:**

By: \_\_\_\_\_

Date: \_\_\_\_\_