

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between **Newport Mesa Unified School District** (hereinafter referred to as **NMUSD**) and **ONE Recovery**. **It is in effect for the period from July 1, 2017 through June 30, 2019.** It is the intent of this memorandum to provide the general parameters and guidelines by which **ONE Recovery** and **NMUSD** will work together to implement an onsite support group program providing prevention, intervention and education as related to substance abuse and other presenting struggles at an identified high school and middle school site(s). The **ONE Recovery** program is an arts-infused, non-profit, community-based organization dedicated to the recovery of struggling adolescents, their loved ones and conscious members of the community looking to increase their awareness. The purpose of offering these programs is to offer free services that include:

- Weekly parent and young people's support group
- Parent and Young People Education/Prevention and Awareness Campaigns
- Assessments and treatment referrals
- Community based Arts Inspired Events

While performing the obligations under this Agreement, **ONE Recovery** is an independent contractor and not an officer, employee or agent of **NMUSD**. **ONE Recovery** shall not at any time or in any manner, represent that it is an officer, employee or agent of the **NMUSD**.

Newport Mesa Unified School District Will:

- Identify and recommend students appropriate for the program and maintain consistent referrals.
- Assign and provide safe, comfortable and private rooms that meets all Public Safety and Fire regulations at no cost to be used each week for group/and or individual sessions at the following schools:
 - Costa Mesa High School: 2650 Fairview Road, Costa Mesa, CA 92626
 - Corona Del Mar and Corona Del Mar Middle School: 2101 Eastbluff Drive, Newport Beach, CA 92660
 - Estancia High School: 2323 Placentia Avenue, Costa Mesa, CA 92627
 - Newport Harbor : 600 Irvine Avenue, Newport Beach, CA 92663
 - Ensign Middle School: 2000 Cliff Drive, Newport Beach, CA 92663
 - Backbay High School/Monte Vista High School I: 390 Monte Vista Drive, Costa Mesa, CA 92627
 - Early College High School: 2990 Mesa Verde Drive, Costa Mesa, CA 92626
- Provide a schedule at the beginning of this partnership of events and holidays that may affect the regular schedule of **ONE Recovery's** programs.
- Notify **ONE Recovery's** staff 24 hours in advance of any changes in room or meeting places.
- Assist **ONE Recovery** 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.
- **Provide payment in a total amount of \$10,000 for the services and supports provided pursuant to this MOU.**

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 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 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.

ONE Recovery Will:

- Assign appropriately trained, TB-cleared, and fingerprinted staff/coordinators to conduct services for students and/or parents from NMUSD.
- Conduct afterschool support groups that will focus on creative solutions to daily struggles addressing maladaptive coping mechanisms including but not limited to substance abuse and use while offering positive alternatives.
- Conduct individual sessions for students which will include follow up (when requested) related to daily stresses, struggles and encouragement needs.
- Follow up with caregiver(s) to develop a contract for behavior and support or offer referrals when indicated.
- Collaborate with NMUSD staff to obtain parental consent.
- Notify school site staff immediately if a student is at risk to self or others during school hours or at a school sponsored activity.
- Refer students who may benefit from mental health support offered within the district to Psychological Support Services when appropriate.
- With the consent of parents and students, and when deemed appropriate, share information regarding referrals with school staff in order to provide comprehensive care to students and families in need.
- Create flyers and seek approval before disseminating to **NMUSD** students, parents and staff.
- Maintain contact with Director of Student Services and/or the Coordinator, Mental Health and Outreach Services regarding **ONE Recovery** services at school sites and for the District through monthly meetings at designated locations.
- Notify school(s) in a timely manner if any changes of schedule are necessary.
- Provide information and reports of student's attendance and progress as requested by **NMUSD** administration with written consent from participant and/or his/her family.
- Make available additional services on a fee-for-service basis, and with prior approval of the school site administrative team, the following:
 - Onsite Assessment
 - Weekly parent and young people's support group specific to campus
 - Detention/Suspension Exchange Program
 - Parent and Young People Education/Prevention and Awareness Campaigns
 - Faculty In-services
 - Assessments and treatment referrals
 - Community and School-based Arts Inspired Events
- Present and provide to **NMUSD** an invoice for services representing a cost not to exceed \$10,000 for the period covered by this MOU.

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 **ONE Recovery**: First point of contact Lynne Pedersen, CEO/Founder who can be reached at (310)

997-7627 or by email at Lynne@1Recovery.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 **ONE Recovery** to accomplish an effective resolution.

It is our goal to have open and on-going communication between **ONE Recovery** and **NMUSD**.

The parties do hereby agree as follows:

1. **NMUSD** shall defend, indemnify, and hold harmless **ONE Recovery**, 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 **ONE Recovery** any all claims, damages, judgments, defense costs, adjuster fees, and attorney fees directly resulting there from.
2. **ONE Recovery** 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 **ONE Recovery** in the performance of this Agreement, and agree to pay on behalf of **NMUSD** any all claims, damages, judgments, defense costs, adjuster fees, and attorney fees directly resulting there from.
3. **ONE Recovery** acknowledges that it has received, read and is familiar with Education Code Section 45122.1. §45125.1.
4. **ONE Recovery** staff performing services under this Agreement is in compliance with the provisions of Education Code Section 45122.1 regarding the submission of fingerprints to the California Department of Justice and the completion of a criminal background investigation. **ONE Recovery** staff have not been convicted of a felony as defined in Education Code §45125.1. I certify that if **ONE Recovery** becomes aware of future convictions defined by Education Code Section 45122 of individuals providing services to **NMUSD** at a school site, the Agency will not permit that individual to provide services to **NMUSD** students at a school site after the date the Agency was informed of the infraction.
5. **ONE Recovery** staff performing services under this Agreement have been tested for tuberculosis pursuant to Education Code §49406 and can provide copies of testing results to **NMUSD** if requested.
6. **ONE Recovery** will submit names of new agency 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.

This understanding is in effect from **July 1, 2017 through June 30, 2019.**

Newport Mesa Unified School District:

ONE Recovery:

By: _____

By: _____

Date:

Date:

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