

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between **Newport Mesa Unified School District** (hereinafter referred to as **NMUSD**) and **Soroptimist International Newport Harbor**. It is the intent of this memorandum to provide the general parameters and guidelines by which **Soroptimist International Newport Harbor** and **NMUSD** will work together to implement a Program that targets both male and female students who face obstacles to their future success. The program is called Dream It, Be It and it provides the students with access to professional role models, career education and resources to live their dreams.

The Soroptimist organization is described as the following:

1. Soroptimist is a global women's organization whose members volunteer to improve the lives of women and girls through programs leading to social and economic empowerment.
2. The **Soroptimist International Newport Harbor** is the local non-profit community based organization of women looking to help make the lives of women and girls better through the Dream It Be It program.

The program Dream It Be It goals are the following:

1. Career Support for Girls will help girls grow up to be strong, successful, happy adults.
2. Dream It, Be It targets girls and boys in school who face obstacles to their future success.
3. It provides girls and boys with access to professional role models, career education and the resources to live their dreams.
4. The Soroptimist club will work in partnership with the students in small groups to provide them with the information and resources they want and need to be successful. The topics covered include career opportunities, setting and achieving goals, overcoming obstacles to success and how to move forward after setbacks or failures.

The Dream It Be It Program implemented by Soroptimist International Newport Harbor in NMUSD will be the following:

1. A specific 7 week program with the following topics per week:
  - a. Discovering your Dreams
  - b. Exploring Careers
  - c. Creating Achievable Goals
  - d. Rising Above Obstacles
  - e. Turning Failure into Success
  - f. Balancing Your Stress
  - g. Putting Dreams into Action
2. The program will be scheduled in 8 consecutive weeks starting for each semester. Dates will be determined by program and site needs.
3. The program will be led by at least 2 volunteers from Soroptimist International-Newport Harbor with additional guests as needed depending on the topic that week.
4. There will be interactions with the students each week that build and move towards planning future goals of the students.
5. The teacher/advisor employed by NMUSD will be present during each session.
6. There will be a final session at the end of the 7 week program. This session is a celebration program and opportunity to gain feedback from the students.
7. The program will be provided at no charge by Soroptimist International Newport Harbor.

1. The program will begin in September and carry thru to November.
2. **Soroptimist International Newport Harbor** will discuss follow up of a second cohort of Dream it Big during the Spring semester.
3. All students will be recommended to the Program through the recommendations of the teacher/advisor contact at Back Bay High School.
4. The program will be during classroom hours and on the facility of the Back Bay High School, Costa Mesa, CA 92627. Students will not leave the school campus during the administration of this program.

While performing the obligations under this Agreement, **Soroptimist International Newport Harbor** is an independent contractor and not an officer, employee or agent of **NMUSD**. **Soroptimist International Newport Harbor** 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 for any ongoing or subsequent programs in the spring 2018.
- 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 the following school:
  - Backbay High School/Monte Vista High School: 390 Monte Vista Drive, Costa Mesa, CA 92627
- Provide a schedule at the beginning of this partnership of events and holidays that may affect the regular schedule of **Soroptimist International Newport Harbor's** programs.
- Notify **Soroptimist International Newport Harbor's** staff 24 hours in advance of any changes in room or meeting places.
- Assist **Soroptimist International Newport Harbor** 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 Backbay High School/Monte Vista. 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).

**Soroptimist International Newport Harbor 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 **Soroptimist International Newport Harbor** : First point of contact volunteer Brigide Daily, who can be reached at 714/319-0670 or by email at [bldailydc@gmail.com](mailto:bldailydc@gmail.com) and additional volunteer and the President of our local club Barbara Montano, who can be reached at 714/546-9920 or by email at [bmo@ca.rr.com](mailto:bmo@ca.rr.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 **Soroptimist International Newport Harbor** to accomplish an effective resolution.

It is our goal to have open and on-going communication between **Soroptimist International Newport Harbor** and **NMUSD**.

### **Insurance**

Soroptimist International Newport Harbor shall, at Soroptimist International Newport Harbor'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 Soroptimist International Newport Harbor 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 **Soroptimist International Newport Harbor**, 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 **Soroptimist International Newport Harbor** any and all claims, damages, judgments, defense costs, adjuster fees, and attorney fees directly resulting there from.
2. **Soroptimist International Newport Harbor** 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 **Soroptimist International Newport Harbor** 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. **Soroptimist International Newport Harbor** acknowledges that it has received, read and is familiar with Education Code Section 45122.1. §45125.1.
4. **Soroptimist International Newport Harbor** 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. **Soroptimist International Newport Harbor** and volunteers have not been convicted of a felony as defined in Education Code §45125.1. I certify that if **Soroptimist International Newport Harbor** 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 Soroptimist International Newport Harbor will not permit that individual to provide services to **NMUSD** students after the date the Soroptimist International Newport Harbor was informed of the infraction.
5. **Soroptimist International Newport Harbor** will submit names of new Soroptimist International Newport Harbor 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 2019 through September 2022. Either Newport Mesa Unified School District or Soroptimist International 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:**

**Soroptimist International Newport Harbor:**

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

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

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

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