

**Family Service Bureau – Roberto Clemente Elementary School and McKinley
Elementary School
Memorandum of Understanding**

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between _ Family Service Bureau (herein called the “FSB” located at 274 South Orange Avenue, Newark, New Jersey 07103 (“Partner”) and **THE NEWARK BOARD OF EDUCATION** located at 765 Broad Street, Newark, NJ 07102 (the “Board”).

WHEREAS, Partner is licensed and registered in the State of New Jersey to engage in the business of providing counseling services; and

WHEREAS, Partner’s staff has the education, certification, training and/or work experience in this area so as to be able to provide these services responsibly; and

WHEREAS, the Board voluntarily desires to allow Partner to provide such services to the Board.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Partner hereby agree as follows:

SCOPE OF SERVICES:

Purpose: The purpose of this agreement is to facilitate cooperation between the FSB in the provision of individual, family and/or and group counseling services at Roberto Clemente Elementary School and McKinley School.

Term or Modifications: This agreement will be for the duration of the FSB’s grant period: September 2020-June 2021, for a one-year period and may be renewable upon mutual written consent on a year-to-year for no more than three (3) years. The agreement may be amended or modified only upon mutual written agreement of both parties. Either party may terminate this MOU, for convenience and without penalty, upon 10 days written notice to the other party.

FSB Site-Based Counseling Pilot: The Family Service Bureau (FSB) Site-Based Counseling service is designed to help students that are having behavioral or mental health issues at school as a result of the psycho-social life challenges that they are confronting. Initial referrals for the program will be determined by support staff from schools. Throughout the course of the program, school staff will work to identify up to 15 students whose lives may have been chaotic or out of control during the school year, or who presently exhibit signs of imminent crisis. School staff will help FSB in securing parent signatures for the intake process.

Provision of Services: At least 1-2 clinicians from FSB will be utilized for the on-site or telehealth counseling. FSB staff will provide site based or telehealth services approx. 2-3 hours per week. FSB staff can conduct both individual and group counseling based on need. Individual sessions will be approx. 30 minutes. If group sessions are conducted a minimum of 45 minutes will be allotted for service delivery. The clinicians will be responsible both for intake paperwork and counseling. FSB will keep all progress notes and intake paperwork secure at FSB location. The NPS will provide an enclosed counseling space at the site.

Facilities: Counseling services will be conducted at either 257 Summer Ave, Newark NJ 07104 or through telehealth. An enclosed room will be provided for FSB staff use.

Fee for Service: FSB to provide Detail (No cost to District) No payment of monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the Board and FSB that the cooperation of and participation in this MOU does not require monetary payment and that this MOU is limited to the Board's and FSB's voluntary participation in this program.

Management: Meetings between FSB staff and staff will occur at bi-weekly to discuss student progress, assess the process and address identified areas of concern. A collaborative effort will be made by both parties to assist the children in succeeding and overcoming barriers in their personal lives.

Certifications: Both parties mutually agree:

- a) To comply with all federal, state, and local laws applicable to this MOU (agreement);
- b) To certify that their sites are ADA compliant;
- c) To have an anti-discrimination policy consistent with Federal and State law and Title IX of the Educational Amendments of 1972;
- d) To have in place and abide by a policy prohibiting sexual harassment any other unlawful conduct; and
- e) To comply with the FSB grant requirements and reporting requirements.

Hold Harmless. FSB agrees to hold harmless, indemnify, and defend the Newark Public Schools against any and all claims made against the Newark Public Schools arising out of the negligence, gross negligence or intentional torts of any employee while participating in the program. In addition to any liability or obligation to the District that may exist under any other provision of this Agreement, the MOU or by statute or otherwise, FSB shall be liable to and hereby agrees to indemnify, save and hold harmless the District, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the District or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by FSB or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of FSB, its agents, servants, employees, officers, partners, consultants or subcontractors.

Confidentiality. FSB will abide by all state and federal laws regarding confidentiality of student records and ensure that all student records will not be disclosed to third parties. Both parties agree to maintain all staff and student information confidentially in accordance with all New Jersey State and federal laws and regulations, including but not limited to the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec. 6501 et seq.), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform

Criminal Background Checks. FSB shall ensure that each FSB worker, agent or volunteer that may be assigned to a project involving contact with children or that may be assigned to a contract school location has had a criminal history background check, and that said background check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. FSB must ensure that said background checks have been performed no later than thirty (30) days after execution of this MOU. The services under this agreement shall not begin or proceed until FSB complies with the requirements of this section. Failure to ensure that criminal history background check(s) have been performed within said time limitation shall be deemed a material breach of this agreement by FSB, and as such, serves as a basis for the District to immediately terminate this MOU.

Insurance:

Prior to the start of work, FSB (and if applicable, their sub-contractors) must ensure that the following insurance coverage's are in place for the duration of the MOU. FSB will secure the required insurance at its own expense. The Certificate of Insurance must contain the following information: Name of Insurance Company, insurance policy number, policy period, limits of liability, deductibles if any. The "Newark Board of Education" is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance. Insurance coverage will be as follows:

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit

Governing Law: This Agreement and the MOU shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the state of New Jersey. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in the State of New Jersey

Independent Entities - None of the provisions of the MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

Compliance with Board Policies and Procedures - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project

involving contact with children will comply with the Board’s Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing. Should any of Partner’s worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

Arti Kakkur
Executive Director
Family Service Bureau of Newark

Josephine Garcia
Board Chairperson
Newark Board of Education

Date

Date