

**CONTRACT NAME: AGREEMENT BETWEEN VICTOR
COMMUNITY SUPPORT SERVICES, INC. AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This MOU between Victor Community Support Services, Inc. and DJUSD is for Victor Community Support Services to continue providing prevention services to students in the district schools.

Victor Community Support Services provides counseling services to strengthen student health and wellness by working to reduce risk factors, barriers and/or stressors, build protective factors and supports and provide appropriate group counseling interventions at the school in order to prevent substance abuse and/or mental health disorders.

The term of this agreement covers the 2015-2016 school year.

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the **Davis Joint Unified School District (DJUSD)** and **Victor Community Support Services, Inc.**

PURPOSE: The purpose of this M.O.U. is to enable the **DJUSD** and **Victor Community Support Services, Inc.** to have VCSS Davis provide prevention services to students in the schools.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in Board Policy 3312.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue through June 30, 2016.

SCOPE OF SERVICES:

A. The DJUSD shall:

- 1) Work collaboratively with VCSS –Davis to designate days, hours and school workspace for group work.
- 2) Provide school personnel as second staff/adult in all group activities.
- 3) Provide identification and referral for prevention and counseling services of students in the district.
- 4) Provide physical space for groups and individual counseling sessions
- 5) Provide data regarding suspensions and expulsions, school attendance rates, truancy, drug and alcohol use in previous month, drop-out/retention rates and demographics.

B. The Victor Community Support Services, Inc. shall:

- 1) Strengthen student health and wellness by working to reduce risk factors, barriers and/or stressors, build protective factors and supports and provide appropriate group counseling interventions (primarily) at the school in order to prevent substance abuse and/or mental health disorders.
- 2) Provide prevention services to school aged population (K through 12)
- 3) Provide on-site solution focused, brief therapy model counseling for a maximum of 10 sessions. Minors over age 12 may consent to treatment on their own but Victor will endeavor, whenever possible, to involve families in the process.
- 4) Meet district requirements for all staff members including Department of Justice clearance, Criminal records review, Live Scan and Tuberculosis testing.

INSURANCE:

During the term of this M.O.U., DJUSD shall provide to Victor Community Support Services, Inc., and Victor Community Support Services, Inc. shall provide to DJUSD, a current certificate

of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. DJUSD shall also provide Victor Community Support Services, Inc., and Victor Community Support Services, Inc. shall also provide DJUSD, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by DJUSD OR Victor Community Support Services, Inc. shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless Victor Community Support Services, Inc. and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees.
- B. Insofar as permitted by law, Victor Community Support Services, Inc. shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of Victor Community Support Services, Inc. , its officers, agents or employees.
- C. It is the intent of the DJUSD and Victor Community Support Services, Inc. that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. DJUSD and Victor Community Support Services, Inc. agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. DJUSD and Victor Community Support Services, Inc. further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To DJUSD: ~~Assistant~~ Associate Superintendent, Business Services
Davis Joint Unified School District
~~635-526~~ B Street
Davis, CA 95616

To Victor Community Support Services, Inc.:
Kerry Ahearn-Brown - Regional Director
1360 E. Lassen Avenue
Chico, CA 95616

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between **DJUSD** and **Victor Community Support Services, Inc.**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of **DJUSD** and **Victor Community Support Services, Inc.**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, **DJUSD** and **Victor Community Support Services, Inc.** have executed this M.O.U. as of the date first above written.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Victor Community Support Services, Inc.

Signature

Signature

Bruce E. Colby, Assoc. Supt. Business Svcs.

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____