

## MEMORANDUM OF UNDERSTANDING

### **COMMUNITY SCHOOLS FOR CREATIVE EDUCATION AND SENECA FAMILY OF AGENCIES FOR UNCONDITIONAL EDUCATION SERVICES**

This Memorandum of Understanding (MOU) describes and confirms the expectations and responsibilities of Seneca Family of Agencies (“Seneca”) and Community Schools for Creative Education regarding provision of Unconditional Education Services as described in this MOU.

#### **I. TERM**

The term of this MOU is July 1, 2022 through June 30, 2023, unless sooner terminated as provided herein.

#### **II. SENECA RESPONSIBILITIES**

Seneca agrees to provide:

- 1 FTE Unconditional Education Coach: \$175,000/year (see attached budget)

#### **III. COMMUNITY SCHOOLS FOR CREATIVE EDUCATION RESPONSIBILITIES**

Community Schools for Creative Education agrees to:

- Reimburse Seneca Family of Agencies \$175,000 over equal monthly installments for the 2022-2023 school year.
- Work in Collaboration with Seneca Family of Agencies to enhance the effectiveness of the services offered.

#### **IV. INSURANCE**

Seneca shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

- Commercial General Liability Insurance, inclusive of sexual molestation and abuse coverage, with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, and \$3,000,000 (three million dollars) in the aggregate.
- Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- Workers’ Compensation Insurance, with Employer’s Liability limits not less than \$1,000,000 (one million dollars) each accident.
- For maximum limits not met above, a \$7,000,000 Umbrella/Excess Liability policy is held in order to provide the additional layers of coverage.

For any claims related to the services, Seneca's Insurance shall be primary as respects Community Schools for Creative Education, its subsidiaries, officials and employees. Any Insurance maintained by Community Schools for Creative Education, its subsidiaries, officials and employees shall be excess of Seneca's Insurance and shall not contribute with It. With regards to Seneca's General Liability and Auto Liability, Seneca shall name Community Schools for Creative Education, its directors, officers, employees, volunteers, authorizer, and agents as additional Insureds. With regards to Seneca's workers' compensation policy, it shall be endorsed with a Waiver of Subrogation Clause in favor of Community Schools for Creative Education. Seneca shall produce a Certificate of Insurance and supporting documentation evidencing the above insurance requirements. Community Schools for Creative Education shall be provided with advance notice of cancellation or diminishment of limits of liability.

Seneca shall indemnify, defend, and hold Community Schools for Creative Education, its directors,

officers, employees, volunteers, authorizers, and agents, harmless from all claims, demands, actions,

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suits, losses, injuries, expenses (Including attorneys' fees and court costs) arising out of or related to Seneca's use or occupancy of the Community Schools for Creative Education premises, or the conduct of Its business on or off of the Community Schools for Creative Education premises; provided, however, that Seneca shall have no obligation to indemnify, defend, or hold Community Schools for Creative Education, Its directors, employees, volunteers, authorizer, and agents, harmless from any claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs), arising out of or related to the negligent or willful conduct of Community Schools for Creative Education, Its directors, employees, volunteers, authorizer, and agents or other entity or person not subject to Seneca's control and supervision.

#### **V. CRIMINAL BACKGROUND CHECKS**

Seneca shall comply with the requirements of California Education Code section 45125.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Seneca's employees, prior to service with any Community Schools for Creative Education student. Seneca hereby agrees that Seneca's employees shall not come in contact with Community Schools for Creative Education students until CDOJ and FBI clearances are ascertained. Seneca shall certify in writing to the Community Schools for Creative Education that none of its employees who may come into contact with Community Schools for Creative Education students have been convicted of a violent or serious felony. Seneca shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2. Seneca shall be responsible for the costs of the Fingerprinting clearances.

#### **VI. TUBERCULOSIS TESTING**

Seneca shall require all employees, agents or volunteers who will have prolonged contact with students to complete tuberculosis testing as described in EC 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, persons who are skin test negative shall be required to undergo the foregoing examination at least once every four years.

#### **VII. TERMINATION**

Either party may terminate this MOU with 30 days prior written notice. Alternatively, this MOU may be terminated immediately in writing by either party if there is a failure to comply with the terms and conditions.

#### **VIII. PARTNERSHIP STAFFING**

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally be excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire,

nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca

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and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

#### **IX. DATA-SHARING**

CSCE and Seneca shall comply with all applicable federal, state, and local laws relating to the confidentiality of CSCE and/or its students' information, if applicable, including without limitation (i) the Health Insurance Portability and Accountability Act of 1996 and implementing regulations ("HIPAA"), (ii) the California Confidentiality of Medical Records Act, Civil Code 56, et seq., and (iii) the Family Educational Rights and Privacy Act of 1974 ("FERPA"). For the purpose of the services under this MOU, contracted Seneca staff will be designated as "school officials" under FERPA and will be subject to the same conditions governing the use and redisclosure of education records that apply to other school officials at CSCE.

- Purpose: In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.
- Scope and Data Elements: Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.
- Transfer of Data: The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.
- Contractor Responsibilities:
  1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Educational Rights and Privacy Act (FERPA).
  2. Seneca will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
  3. Seneca shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
  4. Seneca shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter

the information by means of a computer, remote terminal, or other means.

**X. INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent legal entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. Seneca will be responsible for ensuring that all employer obligations for its employees are met, including employer withholding and taxes, workers compensation coverage, unemployment insurance,

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disability insurance, etc.

**XI. MISCELLANEOUS**

This MOU shall be governed by the laws of the State of California. The individuals executing this MOU warrant and represent that they have the authority to do so.

IN WITNESS WHEREOF, the parties sign this MOU as set forth below:

-Seneca Family of Agencies- -Community Schools for Creative Education-

(Authorized Signature) (Authorized Signature)

Scott Osborn, COO

(Name and Title) (Name and Title)

(Invoicing Contact)

(Invoicing Contact Email)

