



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519
(925) 682-8000

Memorandum of Understanding

TUPE Consortium Collaborative 2015-2018

Contra Costa County Office of Education and Mt. Diablo Unified School District

Purpose: The purpose of this Memorandum of Understanding is to clearly identify the roles and responsibilities of the Contra Costa County Office of Education's Tobacco Use Prevention Education Program and Mt. Diablo Unified School District as they relate to implementing a comprehensive Tobacco Use Prevention Education (TUPE) program from July 1, 2015 – June 30, 2018. Contra Costa County Office of Education is hereafter referred to as CCCOE. Mt. Diablo Unified School District is hereafter referred to as District.

The purpose of the TUPE program is to provide students with the knowledge and skills that enable them to be tobacco free and develop the next generation of tobacco-free advocates who represent a cross-section of priority populations. To support this goal:

Contra Costa County Office of Education (CCCOE) will:

- Retain a Project Coordinator, Emily Justice, to provide overall coordination of the comprehensive tobacco-use prevention education program.
- Ensure that all project funds expended or obligated are allowable costs and in compliance with the approved budget.
- Maintain required documentation of project services, activities, accomplishments, and program records.
- Coordinate ongoing data collection for evaluation purposes.
- Facilitate quarterly TUPE Collaborative and TUPE Site Coordinator meetings, as well as monthly Site Coordinator conference calls.
- Provide annual Project ALERT and Project Towards No Drug Abuse teacher trainings and provide all materials necessary for implementing the programs with fidelity.
- Coordinate tobacco-focused youth development trainings for middle and high school students so they can implement classroom presentations, school-wide events, etc.
- Assist staff and students in creating anti-tobacco advocacy projects.
- Provide annual Brief Intervention trainings for school and community-based organization staff.
- Coordinate cessation resources and services, for students who wish to cut back or quit.
- Provide an annual stipend to the designated TUPE Site Coordinator at all participating school sites.
- Provide substitutes for teachers who attend any TUPE-related trainings.
- Provide written informed consent / permission to participate in program(s) documents that will be signed prior to student participation in student programs, pursuant to this agreement.
- Assist with the administration of the California Healthy Kids Survey in grades 7, 9, 11 and with all non-traditional school students every other school year.
- Provide on-site technical assistance, training and direct-service, as needed.

Mt. Diablo Unified School District (MDUSD) will:

Identify a District Coordinator who will attend quarterly TUPE Collaborative meetings and who will assist with the following:

- Recruit/identify a teacher or other staff person at designated school sites to serve as the TUPE Site Coordinator who will provide on-site coordination of the TUPE program and who will attend an annual Site Coordinators training, quarterly Site Coordinator meetings, and other TUPE-related trainings, as scheduled by mutual agreement.
- Work closely with site administrators to maintain support for the program.
- Distribute information to promote Brief Intervention and cessation programs.
- Designate teachers at all middle school sites to receive training and deliver the Project Alert curriculum annually, with fidelity.
- Designate teachers at every high school and continuation/alternative school to receive training and deliver the Project Towards No Drug Abuse curriculum annually, with fidelity.

- Facilitate campus clearance for students participating in youth development opportunities, such as annual Peer Educator trainings and the annual high school and middle school Teens Tackle Tobacco conferences.
- Assist, as needed, in facilitating on-going project evaluation, including Monthly Activity Reports for all TUPE-related activities.
- Maintain and ensure enforcement of the district's tobacco-free schools policy, including maintaining "Tobacco Use is Prohibited" signage at all school entrances and key areas.
- Conduct the California Healthy Kids Survey (CHKS) every two years.

Relationship of the Parties

CCCOE enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstances shall the Provider or Supervisor be considered an employee of the District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the Provider or his/her supervisor look to the District as an employer. Provider and Supervisor shall not be entitled to any benefits accorded to District employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay. The Provider receives no salary or benefits based on the District's current employee policies. CCCOE agrees that Providers may not displace District employees in any function or capacity.

Term

This Agreement will be in effect for five years from start date indicated above. This implies no obligation that CCCOE will provide services in future school years, but authorizes this partnership to continue based upon mutual agreement.

Indemnification

CCCOE shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that District may incur or suffer and that rise from, or are related to any breach or failure of District to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless CCCOE officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that CCCOE may incur or suffer and that arise, result from, or are related to any breach or failure of Provider to perform any of the representations, warranties, and agreements contained in this Agreement.

Criminal Records Check / Tuberculosis Testing

CCCOE staff who provide services pursuant to this agreement shall comply with the provisions of Education Code 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. CCCOE shall not permit any employee to have any contact with District students until such time as CCCOE has verified that such employee has not been convicted of a felony, as defined in Education Code 45125.1. Each Provider must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families. CCCOE is responsible for costs related to fingerprinting and TB testing.

California Law

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

Rule and Regulations

All results and regulations of the Mt. Diablo Unified Board of Education and all Federal, State of California, and local laws, ordinances and regulations are to be observed strictly by CCCOE pursuant to this agreement.

Affirmative Action/Non-discrimination

CCCOE shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry or national origin.

Further considerations:

- When appropriate, CCCOE will assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by CCCOE (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) CCCOE will follow the school's emergency procedures; immediately directly contact the principal of the school. After hours, District Administrators can be reached at cell numbers: (925) 595-0368; (925)250-5500. CCCOE staff will also contact his/her designated school site administrator and his/her supervisor.
- When appropriate, CCCOE will make referrals to the school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When indicated, CCCOE will request signed permission to exchange information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- When indicated, CCCOE work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054
- To measure the effectiveness of the interventions and services, CCCOE will submit a written end-of-services summary, including data, number of clients served, and recommendations regarding ongoing services and support.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

MDUSD TUPE Coordinator

Date

MDUSD Superintendent (or Designee)

Date

CCCOE TUPE Project Coordinator

Date

CCCOE Superintendent of Schools (or Designee)

Date

Mt. Diablo Board of Education: 3/23/2015