

## MEMORANDUM OF UNDERSTANDING

Between  
AGENCY  
and

**Mt. Diablo Unified School District**

This Memorandum of Understanding (“Agreement”) is made by and between Mt. Diablo Unified School District (“District”) with its principal place of business being 1936 Carlotta Drive, Concord, CA and NAMI Concord Costa County FULL NAME OF AGENCY (“NAMI CC”) with its place of business being 2151 Salvio Street, Suite V, Concord, CA (collectively hereinafter “the Parties”).

### **I. PURPOSE**

- A. This Agreement formalizes a partnership between the District and NAMI CC. The purpose and scope of services is further described Exhibit A.
- B. The District and NAMI CC are working in concert to: support, outreach, education and advocacy to families affected by and individuals living with a mental illness.
- C. The District recognizes NAMI CC as an established nonprofit agency with a strong background and history providing services and support for youth and families in the community.
- D. NAMI CC recognizes that the District is working to reduce barriers to educational success, with a focus on equity and wellness for youth.
- E. This Agreement provides permission for District personnel to provide services at NAMI CC facilities and events and for NAMI CC personnel to provide services at District facilities and events.

### **II. ROLES AND RESPONSIBILITIES**

- A. Experienced and trained NAMI CC staff member(s) are hereby authorized to provide services and support for youth and families at District facilities and events.

- B. Experienced and trained District staff member(s) are hereby authorized to provide services and support for youth and families at NAMI CC facilities and events.
- C. NAMI CC and the District are independently responsible for ensuring that the extent, kind and quality of services performed will be consistent with the staff members' training, education and experience.
- D. In the course of performing services under this Agreement, NAMI CC may come in contact with or become familiar with information which the District, its employees, and affiliates may consider confidential or is confidential as provided by law, particularly the California Education Code. This information may include, but is not limited to, information pertaining to District personnel, students, or third-parties. NAMI CC agrees to maintain the confidentiality of all such information received in the course of performing services pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**III. TERM**

This Agreement will commence upon approval by the District's Board of Education ("Board") during the 2019-2020 school year, and will remain in force until the end of the 2020-2021 school year. Prior to the conclusion of the 2020-2021 school year, the Parties will evaluate the outcomes of the Agreement. Should the Parties desire to extend or continue this Agreement beyond the Term, they will execute a new agreement upon the expiration of the Term set forth herein.

**IV. COMPENSATION**

No funds will be required from the District or NAMI CC under this Agreement. Any remuneration for services must be arranged independent of this Agreement and approved by the Board.

**V. CRIMINAL RECORDS CHECK/TUBERCULOSIS TESTING**

- A. NAMI CC and District staff 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 agency and/or its employees.
- B. NAMI CC shall not permit any employee to have any contact with District students until such time as NAMI CC has verified that each employee has not been convicted of a felony, as defined in Education Code 45125.1.

- C. Each NAMI CC staff member, supervisor, or volunteer must show evidence of a negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families at District facilities.
- D. NAMI CC is responsible for costs related to fingerprinting and TB testing of NAMI CC staff and volunteers.
- E. The District is responsible for costs related to fingerprinting and TB testing of District staff.

**VI. RELATIONSHIP OF THE PARTIES**

- A. NAMI CC and the District enter into this Agreement as, and shall continue to be, independent agencies.
- B. Under no circumstances shall the staff or volunteers of either party be considered an employee of the other 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 staff, supervisor, or volunteers of one party look to the other party as an employer.
- C. NAMI CC staff or volunteers shall not displace District employees in any function or capacity.
- D. District staff shall not displace NAMI CC employees in any function or capacity.

**VII. ATTORNEYS' FEES**

If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**VIII. WAIVER**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, condition, or any subsequent breach of this Agreement.

**IX. TERMINATION**

This Agreement will terminate upon the completion of the services or upon the natural expiration of the Term as set forth in Section III, above. However, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination for default or breach shall be effective immediately on receipt of said notice.

**X. INDEMNIFICATION**

- A. NAMI CC shall hold harmless, defend and indemnify the District and its officers, elected and appointed officials, employees and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the agency's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of NAMI CC.
- B. The District shall hold harmless, defend and indemnify NAMI CC and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the agency's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

**XI. INSURANCE**

- A. NAMI CC and the District shall each procure, and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by each party, their agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- B. **Coverage shall be at least as broad as:** Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- C. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. **Additional Insured**: Each party's insurance shall include additional insured status for the other party on their Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the other party including materials, parts or equipment furnished in connection with such work or operations. Each party's insurance coverage shall be primary insurance to its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by its officers, officials, employees, or volunteers shall be in excess of the other party's insurance and shall not contribute with it.
- E. **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled for the term of this Agreement.

## **XII. 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.

## **XIII. RULES AND REGULATIONS**

All rules and regulations of the Board and NAMI CC, all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Parties pursuant to this Agreement

## **XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION**

NAMI CC and the District shall provide services under this Agreement 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.

## **XV. NOTICE**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. Notice shall be given to the following individuals.

### **For the District:**

Felicia Stuckey-Smith, Director of Student Services  
1936 Carlotta Drive  
Concord, CA 94519  
(925) 682-8000, ext. 4069

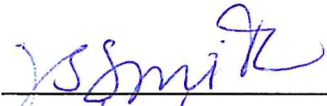
**For NAMI CC:**  
Gigi Crowder, Executive Director  
2151 Salvio Street, Suite V  
Concord, CA 94520  
(925) 942-0767

**XVI. Entire Agreement of Parties**

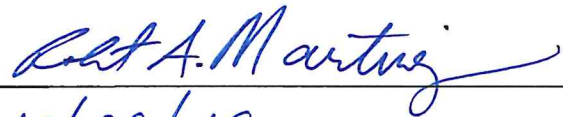
This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by dates and signatures affixed.


**Mt. Diablo Unified School District**  
Felicia Stuckey-Smith, Director of Student Services

Signature:   
Date: 10/09/19

Dr. Robert A. Martinez, Superintendent

Signature:   
Date: 10/09/19

**NAMI CC**  
Gigi Crowder, Executive Director

Signature:   
Date: 6/27/2019

## Appendix A

Name of Agency: **NAMI Contra Costa**

Address: **2151 Salvio Street, Suite V, Concord, CA 94520**

Tel: **925-942-0767**

Website URL: **www.namicontracosta.org**

501C3 / Nonprofit?  Yes  No Year agency established: **1984**

**Tax ID #68-0209474**

Agency Director: **Gigi Crowder**

Title: **Executive Director**

Email: **gigicrowder0283@comcast.net**

Tel: **510-990-2670**

Agency Liaison:

Name: **Barbara Scott**

Title: **Member, Board of Directors, NAMI CC; Director, Home and Hospital, MDUSD**

Email: **scottb@mdusd.org**

Tel: **925-980-6345**

Notes regarding communication with agency, with whom to speak:

Description of Agency / Mission: **NAMI Contra Costa's mission is to provide support, outreach, education and advocacy to families affected by and individuals living with a mental illness.**

**Please see the Additional Information Section for a detailed description of our history, programs and vision.**

Description: What services does propose to offer in MDUSD district schools? Please describe:

- **NAMI CC will coordinate with the Home and Hospital Director and MDUSD Adult Education program to provide our free NAMI Basics class to parents and staff. The NAMI Basics class is for parents and caretakers of children and adolescents with emotional and behavioral problems. MDUSD staff and faculty will be eligible and encouraged to attend our free NAMI Basics class. MDUSD may choose to provide Continuing Education Units to its employees. Our free NAMI Basics class is six three hour sessions: eighteen hours total. Foster Parents and caretakers are also eligible to attend free NAMI Basics classes.**
- **MDUSD will agree to post on line and hand out NAMI CC flyers.**
- **Our NAMI Outreach Committee is available, upon request, to provide free workshops on NAMI and mental illness topics to MDUSD psychologist, nurses, administrators, and teachers.**

Demonstrated need / data: Please describe the need for services, include related quantitative and qualitative data and trends.

**Parents taking NAMI Basics learn to positively interact with teachers and school personnel. NAMI Basics is based on Family to Family, a program deemed Evidenced Based by SAMHA, the Substance Abuse and Mental Health Services Administration. Poor school attendance may be a sign of either the child or the**

**parent experiencing mental health challenges. Research shows that early intervention in addressing mental health problems leads to better outcomes later in life.**

Purpose: What is the purpose of the proposed services? Intended outcomes?

**NAMI Basics curriculum is extensive. Parents learn about a variety of mental health conditions, develop an understanding of what their child may be experiencing, learn about stigma and trauma, learn positively ways to engage with the school personnel, become familiar with the IEP and 504 process, and practice communication skills to improve family relations and school outcomes. NAMI Basics volunteers direct families to services and lend emotional support to family members. This will result in better attendance and improved wellness. Families attending NAMI Basics learn coping skills and strategies, communication skills and have their concerns heard, validated and respected. Participants are taught the importance of self care resulting in improved parenting skills. Increased student awareness of 211 Crisis Center Hot Line for students to use as a resource in crisis situations.**

Target population: Please describe the target population of the services to be provided? **Home and Hospital families and Adult Education participants.**

Service provider qualifications: By whom will services be provided? Please describe training, background, and experience of the service providers. **See biographies.**

Supervision: Who will supervise the service providers?

Barbara Scott

Administrator, MDUSD Home and Hospital

Email: [scottb@mdusd.org](mailto:scottb@mdusd.org)

Tel: 925-363-3408

How often will supervision be provided?

Time frame / duration: When will proposed services be provided?

Frequency? Days per week / hours: **NAMI Basics class is six, three hour sessions: eighteen hours total.**

Duration of services? **Service will depend on the availability of our volunteers.**

Curriculum: N/A Will a curriculum, written materials, or media be used? **NAMI Basics curriculum is copyrighted by NAMI National and based on the Family to Family curriculum, a program deemed Evidenced Based by SAMHSA, the Substance Abuse and Mental Health Services Administration. NAMI Basics is taught nation wide by volunteer teachers who and have been trained by NAMI National and specifically certificated to teach NAMI Basics** If so, please provide a summary of the proposed materials and attach to email: **N/A**

Collaboration: Please describe the way in which proposed services will operate in collaboration with school personnel, district programs, and resources or providers in the community: **Home and Hospital will inform parents of NAMI Basics classes and may, if deemed feasible, plan a class primarily for H&H parents. NAMI - CC will coordinate with Adult Education to provide NAMI Basics listed under Parent Education in the brochure. Location of classes may vary.**

Lost instruction: **N/A** Will students be taken out of class to participate in services / program? If so, approximately how much instructional time will be lost by the students per week?

Use of surveys: **N/A** Principal / administrator approval is required prior to the distribution of any survey or questionnaire. Will students or parents be asked to complete surveys or participate in informational interviews? If so, please describe.



Survey related: What safeguards for the protection of human subjects are in place? N/A

Informed consent: N/A Please describe informed consent / permission procedures that will be required to participate in services / program. Attach forms.

District roles: Please describe the roles and time commitment of district personnel that will be required. **NAMI CC will provide all classes, teachers, materials, free of charge to MDUSD. We ask MDUSD to promote NAMI CC programs through distribution of our NAMI CC flyers and listing in the MDUSD Adult Education brochure.**

Source of Funding: N/A Please describe the means by which services / program will be funded. Are proposed services grant-funded? If so, please describe the source and duration of funding.

Benefit to district / community: What benefit will the school district and community receive from this partnership? (Increased professional knowledge, consistency with district mission, etc.) **NAMI CC will provide, free of charge to participants and the school district personnel, the 6 week NAMI Basics class with the desired goal of increasing professional awareness and understanding of severe mental illnesses.** Additional Information / summary: *Attached additional pages as needed.*

The National Alliance on Mental Illness Contra Costa (NAMI-CC) is an affiliate of NAMI, the nation's largest nonprofit, volunteer-driven, grassroots organization. Our affiliate, now over 350 members strong, began in 1978, when a group of families met to find ways to improve the lives of their loved ones living with mental illness.

Our mission is to provide support, outreach, education and advocacy to families affected by and individuals living with mental illness. We meet our goals by:

- Supporting families of individuals with mental health challenges.
- Educating families and the public about mental illness.
- Providing outreach and resource links to people with mental illnesses, their families and the community.
- Advocating for improved treatment and treatment facilities.
- Fighting stigma and discrimination.
- Supporting legislation that helps those with neurobiological brain disorders.
- Working to improve private and public sector policies.

A key component of our services is education on mental illness. Since 1996, we have provided families affected by mental illness formal education on how to help their loved one and themselves through our Family-to-Family class. Family-to-Family is an evidence based 12 week educational course for families and caregivers of those living with mental illness. We offer classes in English, Chinese, and Spanish. It is taught by volunteer family members trained and certified to teach by NAMI. It is taught in a safe, confidential environment. The curriculum includes education about the symptoms of major mental illnesses, how mental illness affects their loved ones, medications and the latest treatment options, brain research related to mental illness, coping strategies for family members, and strategies for becoming advocates for better treatment for relatives. Hope and encouragement are integral components along with emphasis in wellness and recovery principles.

Though we started out as only offering services for family members, in recent years we have expanded to offer additional free education and support to consumers, providers, faith communities, and the public. The follow is a brief list of our programming and its target audience:

- Peer-to-Peer - A free 10 week education course for individuals living with mental illness.
- In Our Own Voice - An interactive, multimedia presentation by individuals living with a mental illness that offers hope and combats stigma.
- NAMI Connection - A recovery support group for people living with a mental illness.
- Monthly Support Group - A free drop in program led by trained NAMI volunteers.
- Provider Education - A training program for professionals working in the field of mental illness.

- Faithnet - Education and support to the faith community.

In addition to our programming, we offer the following services free to our community:

- Family Volunteer Support Network - The Family Network is a diverse group of trained volunteers utilizing education, advocacy and the promise of hope to support the needs of all family members in our county who have loved ones impacted by severe mental illness.
- A widely distributed monthly newsletter with news pertaining to mental health in Contra Costa County.
- An electronic newsletter emailed monthly.
- Monthly Educational meetings that feature different speakers on mental health issues.
- Outreach Presentations to community organizations, including Mt. Diablo Peace and Justice Center, Hume Center, Contra Costa County Nurses, MDUSD Nurses, and Contra Costa Crisis Center.
- Volunteer support to the Behavioral Health Court.

To our knowledge, NAMI Contra Costa is the only agency in Contra Costa County that fulfills the proposal criteria of having been engaged in programming that serves family members of mental health consumers for more than one year (we have been doing so for 34 years), and additionally is the only agency in Contra

Costa County that has a successful evidence based program for families (which we have taught in Contra Costa County for over nineteen years, the last three with evidence based credentials).

NAMI Contra Costa has received support and recognition from key supportive populations and organizations in Contra Costa County, including consumers groups, faith based organizations, and underrepresented populations, and groups serving those populations. It has always been our philosophy that NAMI Contra Costa should above all else be a transparent, welcoming, and collaborative group, whose doors are closed to nobody.

One of our most notable achievements is the wide support from and involvement with not just family members, but consumers as well. Half of NAMI Contra Costa's programs are run by, and serve, consumers. Psychiatric Emergency Services at the Regional Medical Center has supported our consumer run NAMI In Our Own Voice program, allowing our presenters to provide weekly presentations to patients. Additionally, each year NAMI Contra Costa presents to the County SPIRIT Peer-Provider training program, and in 2014 was honored by SPIRIT with its annual award for "Favorite Collaborating Agency." We also continue to be proud to have individuals that identify as consumers on our board of directors.

NAMI Contra Costa also provides services and receives support and recognition from faith based organizations in Contra Costa County. It is our goal to help faith communities provide appropriate, culturally supportive services and education for families and individuals impacted by mental illness. Our FaithNet program provides workshops for caring ministries. In the past two years, we have co-sponsored two mental health conferences for County faith leaders, and sponsored six Evenings of Prayer Awareness Events during National Mental Illness Awareness Week. Finally, NAMI Contra Costa assists and has received recognition from organizations serving underrepresented populations in NAMI Contra Costa. We have done this through support the Contra Costa Behavioral Health Court, providing outreach to Spanish speaking families, conducting monthly educational workshops to the Mandarin speaking community, and conducting special Family-to-Family classes for veteran's families. In addition, we provide tabling at community health fairs, faith events, and other nonprofits' events regularly throughout the year.

## ***NAMI CC Biographies***

### Gigi R. Crowder, Executive Director

Gigi R. Crowder, L. E. a native of Oakland, CA. is the mother of 2 biological children; 25 years old twin boys and has served as a foster mom and mentor to many more through divine interventions. Gigi served for over 9 years as the Ethnic Services Manager for Alameda County Behavioral Health Care Services and has worked in the Behavioral Health Care field for more than 25 years after completing her studies at the University of California, Berkeley. As a family member of several loved ones who have received private and public mental health services she is a strong advocate for promoting culturally responsive behavioral health services for all

consumers and family members. She has been a proud member of NAMI for over 15 years in Alameda County and for the past 5 years with NAMI CC.

Gigi is the Co-Founder of Mental Health Friendly Communities. She advocates for all to receive more honoring and culturally responsive mental health services by utilizing the resources found in their respective faith/spiritual communities. Gigi also works hard to promote the use of community-defined strategies for all unserved, underserved and inappropriately served ethnic and cultural communities.

Her current focus is addressing the need of those who live with severe and persistent mental health challenges in Contra Costa County. She is the FaithNet Coordinator for NAMI Contra Costa and Chairs the California Mental Health and Spirituality Initiative.

One of the highlights of her career is being inducted in the Alameda County Women Hall of Fame for her work in developing programs to enhance employment opportunities for individuals with psychiatric challenges, receiving the 2013 MHAAC Mental Health Achievement Award and most recently receiving the 2016 Multi-Cultural Outreach Award from NAMI California.

#### Susan Norwick Horrocks, First Vice President

Susan Norwick Horrocks was born in San Francisco, grew up attending schools in the East Bay and subsequently received a BA in American Studies from Pitzer College in Claremont, California. Later, she earned a MS in Education from California State, East Bay, as well as several CA Teaching Credentials, including K-12 School Administration and Reading Specialist. She worked for Oakland Unified School District and Mt. Diablo School District in various capacities: classroom teacher, Reading Specialist, Teacher on Special Assignment, Middle School Vice Principal and Elementary School Principal.

Susan joined NAMI Contra Costa in 1997 after taking the Family-to-Family class. She became an active member of NAMI - CC upon retirement. She joined the NAMI CC Board of Directors in 2010. Susan has enjoyed working on many projects for NAMI; helping to open the office at Crestwood, teaching Family to Family, NAMI Basics, NAMI Provider Class, presenting to civic and community organizations, attending SARB (School Attendance Review Board) for the Mt Diablo School District, supporting extensive fundraising efforts, serving as the Veterans Outreach liaison to the VA in Martinez which included teaching Family to Family to veteran families, and serving as Membership Chairperson.

Susan is proud to volunteer for NAMI and advocate to ensure better lives and outcomes for the Severely Mentally Ill. She finds helping families learn about severe mental illnesses and begin to cope with the daily challenges most rewarding. She is honored to be a member of the NAMI Board as it strives to broaden its reach and expand NAMI Signature Programs (now offered in English, Spanish and Mandarin) into all regions of Contra Costa County.