

ORIGINAL

#3697

MEMORANDUM OF UNDERSTANDING
Between
MONTEREY COUNTY OFFICE OF EDUCATION
AND
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

I. Declaration

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between the **Monterey County Office of Education**, herein referred to as ("**MCOE**") and the **Monterey County Health Department, Behavioral Health Bureau**, herein referred to as ("**County**") for the purpose of implementing the Positive Behavioral Intervention and Supports program at schools within the South County Region of Monterey County. The purpose of this MOU is to identify roles and responsibilities of each of the affected parties.

II. Background

Positive Behavioral Intervention and Supports program, hereinafter referred to as "PBIS", is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The evidence based features of PBIS include: prevention; teaching positive social expectations; acknowledging positive behavior; arranging consistent consequences for problem behavior; on-going collection of data for decision-making; continuum of intensive, individual intervention supports; and implementation of systems that support effective PBIS practices. Mental Health awareness is incorporated in all levels of the PBIS system to ensure students with mental health needs are identified and provided with appropriate level of supports.

In 2014, MCOE received a federal grant for a PBIS implementation for the City of Salinas. Due to the success of this program implementation, the County is supporting MCOE with funding to provide the same level of PBIS implementation in school districts within South Monterey County. In partnership with MCOE, County will provide funds from the Mental Health Services Act Innovations component, hereinafter referred to as "MHSA", to assist MCOE as defined in Section III of this MOU.

A. Population of Focus

MCOE, in collaboration with a PBIS Trainer Consultant, will provide training to teachers, aides, administrative staff, and other educators from the following South Monterey County schools: Gonzales Union School District, Greenfield Union School District, King City Union School District, San Ardo Union School District, Soledad Unified School District and South Monterey County Joint Union High School District.

Please return Fully Signed Original Contract
to the Business Services Department

B. Expected Outcomes

The PBIS program aims to support school districts within South Monterey County to develop and maintain a District wide Leadership Team in order to oversee and guide activities relating to PBIS and other youth development school climate initiatives in their respective school district. The desired outcomes include:

- Unidentified mental health needs can lead to student difficulty and/or problem behaviors that make it challenging for learning to occur. Early identification of students with mental health needs will result in linking students to mental health services and improving both their education and wellness outcomes.
- Increasing student academic outcomes.
- Reducing incidents of violence on school campuses.
- Decreasing the number of students being suspended and expelled.
- Increasing teacher confidence while reducing staff turnover.
- Improving school climate.
- Increasing school attendance.
- Reducing bullying on campus.

III. PRINCIPLES OF MOU

The general areas of responsibility and a description of services among the parties to this MOU are detailed in Exhibit A.

IV. GENERAL PROVISIONS

A. Indemnification

County shall indemnify, defend, and hold harmless MCOE, its County Board of Education, County Superintendent of Schools, officers, employees, representatives 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 MCOE's performance of work hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of MCOE.

MCOE shall indemnify, defend, and hold harmless County, its officers, employees, representatives 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 MCOE's performance of work hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

B. Insurance

1. County, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU.
2. MCOE, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU.

C. Term

This Agreement shall commence July 1, 2016 and remain in full force and effect through June 30, 2017, unless sooner terminated as provided herein. Either party may terminate this MOU by giving thirty (30) days written notice to the other party. This MOU is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

D. Fiscal

County shall serve as the fiscal agent for this MOU. MCOE shall provide services under this MOU, as defined in Exhibit A of this MOU. County shall reimburse MCOE to partially fund MCOE's South County Region PBIS initial setup, training, and infrastructure program costs using funding from the MHSA Innovations component. Total funding for this agreement shall not exceed \$50,000.

MCOE shall submit all claims for reimbursement under this MOU not to exceed \$50,000 within thirty (30) calendar days after the termination or end date of this MOU. All claims not submitted after thirty (30) calendar days following the termination or end date of this MOU shall not be subject to reimbursement by the County. Invoices shall be submitted by MCOE and emailed to: MCHDBHFinance@co.monterey.ca.us.

E. Meeting/Communication

County and MCOE shall monitor implementation of this program primarily through communication between the Behavioral Health Deputy Director of Children's Services and the MCOE Director of the PBIS implementation and/or their designees.

F. Personnel

MCOE assumes full responsibility for the actions of staff while performing services pursuant to this MOU and shall be solely responsible for the supervision, daily directions, control of its staff at all times.

G. Confidentiality

The guiding principle related to consent for release and exchange of information shall be that all agencies must protect children and families from unauthorized disclosure of private

information unless permitted by statute, court order, or a signed consent. The specific goal for sharing of information is to develop an effective, comprehensive, and integrated system of child and family services, and to facilitate the monitoring and evaluation of funded services. MCOE consents to participation in an integrated system of services for children and families and will be required to comply with established confidentiality protocols and common policies and procedures for obtaining informed consent for release and exchange of information. This consent authorizes the gathering, exchange and release of information, and/or records for integrated children's services programs, as defined and provided for in Section 18986.46, et seq., of the California Welfare and Institutions Code. MCOE agrees to indemnify and hold harmless County for any and all damages or losses that incur as a result of the MCOE's breach of the client's right to confidentiality.

H. Modification

This MOU may be modified only by an instrument in writing signed by MCOE and County.

I. Termination

MCOE and County may cancel this MOU at any time upon thirty (30) calendar day's written notice. In addition, if MCOE defaults in performance of its work under this MOU, County may immediately terminate this MOU by written notice to MCOE.

J. Termination due to Cessation of the MHSA Program Funding

County shall have the right to terminate this MOU upon three (3) days' written notice in the event that the receipt of funds by County is reduced, suspended or terminated for any reason.

K. Assignment

This MOU may not be assigned without the prior written consent of MCOE and County.

L. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements regarding this subject, whether written, or oral, between the parties.

M. Exhibits

Exhibit A: Duties and Responsibilities

N. Notice


Notice to the parties in connection with this MOU shall be given personally or by regular mail addressed as follows:


Elsa Jimenez, Director of Health
1270 Natividad Road
Salinas, CA 93906


Gary Bousum, Associate Superintendent
901 Blanco Circle
Salinas, CA 93901

IN WITNESS WHEREOF, County and MCOE have executed this MOU as of the day and year written below.

MONTEREY COUNTY OFFICE OF EDUCATION

Name _____
Title: Dr. Jamie Valenzuela-Mumau By: 
Date: 7/5/2016 Signature of Authorized District
Official

Name Garry Bousum
Title: Associate Superintendent By: 
Date: 7/26/16

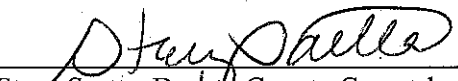
Name Esther Rubio
Title: Coordinator/Administrator By: 
Date: 7/5/16

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Director of Health

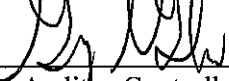
Date: _____

Approved as to Form:

By: 
Stacy Saetta, Deputy County Counsel

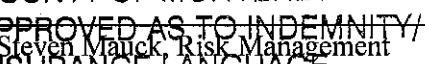
Date: 8/15/2016

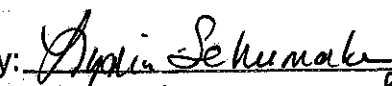
Approved as to Fiscal Provisions

By: 
Gary Giboney, Auditor-Controller

Date: 8-15-16

RISK MANAGEMENT
Approved as to Insurance & Liability Provisions
COUNTY OF MONTEREY

By: 
Steven Mauck, Risk Management
INSURANCE LANGUAGE

By: 
MCOE and County of Monterey MOU 8/23/16
Positive Behavioral Intervention and Supports Program
Term: July 1, 2016 to June 30, 2017

**EXHIBIT A:
DUTIES AND RESPONSIBILITIES**

In accordance with the principles of this MOU, the duties and responsibilities of the parties are outlined as follows:

A. MCOE AGREES TO:

1. Assign a certified PBIS Consultant to provide PBIS customized training to establish and develop tiered and district leadership teams to support the implementation of the PBIS program to the following County of Monterey schools, hereinafter referred to as "Districts" and "Schools":

District	Schools
Gonzales Union School District	La Gloria, Fairview, Gonzales High, Gonzales Evening High School, and Somavia.
Greenfield Union School District	Cesar Chavez, Greenfield, Oak Avenue, and Vista Verde Middle
King City Union School District	Chalone Peaks, Del Rey, King City Arts Magnet, and Santa Lucia.
San Ardo Union School District	San Ardo School
Soledad Unified School District	Gabilan, Jack Francioni, Rose Ferraro, Frank Ledesma, Main Street Middle, Pinnacles High, San Vicente, and Soledad High.
South Monterey County Joint Union High School District	Portola-Butler Continuation High

2. Provide overall management and oversight of the PBIS program implementation at Districts and Schools.
3. Provide technical assistance to the Schools to build District capacity to sustain the PBIS program implementation and longevity.
4. Provide coaching and mentoring services to District and School staff as needed.
5. Work with the Districts to develop PBIS products to include: portfolios, handbooks, evaluation tools, staff to staff training programs, and various assessment tools.
6. Work with the Districts to implement data teaming processes to establish effective, data driven tracking, establish procedures and policies, and training material to monitor program efficiency and to promote program sustainability.
7. Provide data and collaborate on the preparation of program evaluation reports to County to maintain compliance with the MHSA Innovations component regulations.

B. COUNTY AGREES TO:

1. Act as a fiscal agent for the PBIS program for Fiscal Year 2016-17.
2. Collaborate with MCOE to provide leadership and refine the program, as needed.
3. When applicable, the Children Services County Deputy Director and/or designee will provide MCOE consultation, on-going monitoring and evaluation, and regular reflective oversight and management to ensure goals and expected outcomes of the program are being met.