

Memorandum of Understanding

Crisis Center North and Shaler Area School District

School-Based Counseling Service Collaborative

for students involved directly/indirectly with dating/domestic violence

This document will serve as a Memorandum of Understanding between Crisis Center North (CCN) and Shaler Area School District, for the timeframe of the 2021-2022 school year. As such, this document identifies the roles and responsibilities of each participant organization in the implementation of the School-Based Counseling Collaborative.

I. CCN agrees to manage and provide School-Based Counseling Services for Shaler Area students involved directly/indirectly with dating/domestic violence. This project will be managed in accordance with the Pennsylvania Coalition Against Domestic Violence (PCADV) and Victims of Crime Act (VOCA) guidelines for the administration of domestic violence programs and victim service provision. CCN will also provide:

A. Administrative Support:

1. CCN's Assistant Director, or appointed organizational delegate, will:
 - a. Review and approve all changes to existing CCN policies and procedures for the project
 - b. Complete and/or oversee CCN administrative and supervisory responsibilities as they relate to the project
2. CCN's Executive Director
 - a. Serve as the sole point of contact, with regard to contractual matters with funders, as per funder guidelines
3. CCN's Fiscal Director will:
 - a. Maintain financial records
 - b. Complete Fiscal reports to funders
 - c. Prepare payroll and project-related expense payments
 - d. Maintain professional liability insurance coverage

B. CCN Counselor will:

1. Provide consultation on the impact of domestic violence and dating violence on youth under 18 and their families
2. Accept referrals for service from Shaler counselors and SAP team members of students impacted or experiencing dating/domestic violence, bullying, and/or related issue
3. Facilitate individual counseling sessions with a focus on safety and empowerment and offer other CCN resources if client qualifies.
4. Create safety plans with students at risk
5. Provide opportunity for collaborative service with non-offending parent or guardian

6. Facilitate group-counseling sessions to address family violence and/or follow-up on CCN provided prevention education programming.
7. Maintain reporting requirements and service documentation, as prescribed by funder
8. Participate in educating school faculty, staff and parents on best practices for addressing issues of family and relationship violence.
9. Adhere to the school district policies and procedures as they relate to the project with the exception of the sharing of case documentation and records that would impact state confidentiality law. Client information will be shared among the participating systems as per each organization's respective policies and/or consent of the client (outlined in CCN's *Description of Programming and Considerations For Service Provision in Schools*).
10. Implement all CCN policies and procedures
11. Provide a maximum of four service hours per week, with such services to be provided free of charge.

II. Shaler agrees to serve as the host to CCN's School-Based Counseling Services. As such, School District agrees to provide:

- A. Space to conduct private in-person (telehealth during COVID 19) counseling/advocacy sessions
- B. Its designee will:
 1. Orient school staff to the project and its procedures
 2. Orient CCN staff to any relevant school policies and procedures
 3. Coordinate and communicate the scheduling of students for counseling sessions with the counselor
 4. Provide quarterly feedback regarding the progress of the program to ensure satisfaction and to address any emerging issues or questions
 5. Review and understand CCN's *Description of Programming and Considerations For Service Provision in Schools (Attached)*

III. Miscellaneous

- A. This Agreement shall commence upon the execution of the same by both parties and shall continue until June 30, 2022 unless earlier terminated as set forth herein. Either party may terminate this agreement, at any time with or without cause, upon thirty days written notice to the other party. All notices shall be sent and deemed given when sent by certified or registered mail or hand-delivered to the other party.
- B. Nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between CCN and Shaler.

Any CCN employees assigned to provide services are solely the employees of CCN and shall not be entitled to participate in the employee benefit plans offered to employees of Shaler. CCN shall be solely responsible for maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws.

- C. CCN shall defend, indemnify and hold Shaler and its directors, officers, employees, agents, and representatives ("Indemnitees") harmless from and against any and all claims, demands, causes of action, damages, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") which arise out of or are related to CCN's performance under this Agreement including without limitation Losses that arise out of or result from the negligent acts or omissions of CCN or any employee of CCN; provided in each case that Shaler shall give prompt notice, cooperation and assistance to CCN relative to any such claim or suit, and provided further in each case that Shaler shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).
- D. CCN agrees that it will not disclose or make available any Confidential Information of Shaler Area to any person or entity, nor shall CCN cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information other than for the provision of Services hereunder.
- E. CCN shall procure and maintain professional liability insurance with limits acceptable to Shaler Area. CCN shall provide Shaler with certificates of insurance evidencing such coverage. Such certificates shall provide for thirty (30) days prior written notice to Shaler in the event of cancellation, non-renewal or any material change in coverage.
- F. The rights and obligations of either party hereunder shall not be assigned without the prior written consent of the other party.

	Executive Director	
Name	Title	Date
Crisis Center North		

Name	Title	Date
School District		