

MEMORANDUM OF UNDERSTANDING
between
Main Street Counseling Center
and the
Newark Board of Education

The terms and conditions in this Memorandum of Understanding (“MOU”) will govern and take precedence over any other Agreement by and between Main Street Counseling Center located at 8 Marcella Avenue, West Orange, NJ 07052 (“Main Street Counseling” or “Partner”) and **THE NEWARK BOARD OF EDUCATION** (the “Board”) located at 765 Broad Street, Newark, NJ 07102.

WHEREAS, Main Street Counseling is licensed and registered to engage in the business of providing mental health counseling services in the State of New Jersey; and

WHEREAS, Main Street Counseling’s staff has the education, certification, training and/or work experience in the counseling profession; and

WHEREAS, the Board desires to utilize the Main Street Counseling to provide mental health services to students throughout the school district including, but not limited to, those at First Avenue School, Hawkins Street Elementary School, Speedway Avenue Elementary School, Elliot Street Elementary School, Mount Vernon Elementary School, BARD Early College, Science Park High School, and Newark Vocational High School.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this MOU, the receipt and sufficiency thereof being acknowledged by both parties, the Board and Main Street Counseling hereby agree as follows:

SCOPE OF SERVICES:

Main Street Counseling provides therapeutic and mental health services to students and proposes to offer said services to students at any school in the school district upon school request and district approval. Final authorization for assignment to specific schools shall be granted through the Student Support Services – Office of Student Life. Grant funding has already been secured for First Avenue School, Hawkins Street Elementary School, Speedway Avenue Elementary School, Elliot Street Elementary School, Mount Vernon Elementary School, BARD Early College, Science Park High School, and Newark Vocational High School which are currently ready to receive services under this MOU. Should any other schools in the school district wish to participate and receive these services, it is understood that Main Street Counseling will have to first secure adequate funding from an alternate source as a prerequisite before being able to provide said programming services to any additional schools.

Main Street Counseling will be conducting individual and group counseling services. Students from all grades will be eligible for this service. All individual and group sessions are run weekly and are offered in English and Spanish. Main Street Counseling will promote the academic success of students by offering clinical mental health counseling to address mental, social, emotional, and behavioral barriers and crisis interventions. Group counseling topics will be

determined based on school trends that are discussed during Student Support Team meetings, that clinicians will participate in when invited. Students typically referred, to struggle with impulse control, misplaced anger, and classroom focus. All issues stem from traumatic experiences, especially parental abandonment and exposure to violence.

Across these many school sites, students have reversed underachievement after consistent participation in these therapeutic services. Outcomes include reductions in physical fighting, truancy, suspensions, and social withdrawal.

ADDITIONAL TERMS

1. New Jersey Law - The MOU shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

2. Criminal History Background Checks - Main Street Counseling shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Main Street Counseling must ensure that said background checks are performed no later than thirty (30) days after execution of this MOU. The services under this MOU shall not begin or proceed until Main Street Counseling complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by Main Street Counseling, and as such, serves as a basis for the Newark Board of Education to immediately terminate the agreement.

3. Funding - This MOU is not a commitment of funds. No monies will be exchanged between the parties for the services rendered or received. It is expressly understood by the parties that the Board's voluntary participation in this MOU does not require any monetary payment of any kind from the Board in exchange for the services being provided by Main Street Counseling, its subcontractor, agent or representative under this MOU. As previously indicated, while funding for the programming at First Avenue School, Hawkins Street Elementary School, Speedway Avenue Elementary School, Elliot Street Elementary School, Mount Vernon Elementary School, BARD Early College, Science Park High School, and Newark Vocational High School has already been secured through a grant or other private foundations, should any other schools in the school district request to participate and receive these services, it is expressly understood that Main Street Counseling will be required to secure funding from an alternate source as a prerequisite before being able to provide the programming to any additional school locations.

4. Confidentiality – Main Street Counseling and/or its agents agree to maintain all student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),

the Family Educational Rights and Privacy Act (“FERPA”), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Main Street Counseling virtually using the internet or some other remote means of electronic transmission, Main Street Counseling shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board’s computer network and/or must be on a Board pre-approved online platform.

5. Indemnification - In addition to any liability or obligation to the Board that may exist under any other provision of this MOU or by statute or otherwise, Main Street Counseling shall be liable to and hereby agrees to indemnify, save and hold harmless the Newark Board of Education, the Superintendent, its Board and any of its employees, agents and representatives from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the school district or the Board may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Main Street Counseling or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this MOU and the work performed under them including but not limited to any negligence or willful misconduct of Main Street Counseling its agents, servants, employees, officers, partners, consultants or subcontractors.

6. Term/Termination for Convenience – The term of this MOU shall be for one year for the 2022-23 school year. Either party may terminate the service provided by Main Street Counseling at any time after the execution of this MOU between the Board and Main Street Counseling without penalty and for convenience upon 10 days written notice to the other party.

7. Commercial Insurance - Main Street Counseling shall procure and maintain for the duration of the MOU commercial insurance against claims for injuries to persons and/or damages to property that may arise from or in connection with the performance of work hereunder by Main Street Counseling, or its agents, representatives, employees or subcontractors. Main Street Counseling represents and warrants that all work provided hereunder will be performed by persons who are licensed, certified, and experienced to furnish the Board with these services. This MOU shall be contingent upon proof of insurance coverage for the entire term, notwithstanding that the Newark Board of Education may accept any in place of coverage at the time of the execution of this agreement which may be due to expire prior to the completion date of this agreement Partner agrees that it will perform the services in a professional manner and keep an accurate account of all the services provided under this MOU.

The Newark Board of Education is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.

- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey and as indicated in I.5.1.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.
- D. Professional Liability Insurance.

8. Independent Entities - None of the provisions of the MOU are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the MOU. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

9. Equal Opportunity – Main Street Counseling agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin, or physical or mental handicap.

10. Compliance with Board Policies and Procedures - Main Street Counseling shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Main Street Counseling also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves, vaccinations and social distancing. Should any of Main Street Counseling's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Main Street Counseling remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether. As such, the Partner will be required to provide the Board's contact with reports at the end of every quarter containing the following information: (1) Which schools were serviced that quarter, (2) The number and names of the students at each school who were serviced that quarter, (3) How many times each student was serviced that quarter, (4) How long was the individual session for each student every time they were serviced that quarter. (5) How many group sessions were conducted at each school that quarter, what number of participants, and what topics.

11. Modifications - This MOU may only be amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, Main Street Counseling has caused these Certifications, Representations and Special Conditions to be signed by its authorized officer.

MAIN STREET COUNSELING CENTER

By: _____

Date

Print Name: _____

Title: _____

NEWARK BOARD OF EDUCATION

By: _____

DAWN HAYNES

Date

Title: Board President

