



## **Memorandum of Understanding**

**Between:**

**Family Connections, Inc., a private non-profit corporation with administrative offices located at 7 Glenwood Ave., Suite 101, East Orange, NJ 07017 and Newark Board of Education, 765 Broad St, Newark, NJ 07102**

The goal of this collaboration is to deliver evidence-based substance abuse prevention services throughout. The Strengthening Family Bonds Program: For Parents and Youth 5 -11 and / or 12-17 is a parent, youth, and family skills-building curriculum designed to prevent teen substance abuse and other behavior problems, strengthen parenting skills, and build family strengths. The program is delivered with fourteen sessions for parents, youth, and families using group facilitators / curriculum manuals, role-playing, discussions, learning games, and family projects. Sessions will take place once per week on a virtual platform and is available to students and families throughout the school district, including, but not limited to, American History High School and BARD Early College.

The evidence-based model employed to achieve the above objectives will be the Strengthening Families Program (SFP) or Active Parenting. Both curriculums have been recognized by many federal agencies (e.g., NIDA, OJJDP, CSAP, CMHS, DoEd, ONDCP, and NIAAA) as an exemplary, research-based family model which improves family relationships, parenting skills, and youth's social and life skills. SFP and Active Parenting is widely used in many settings, including schools, churches, community resource centers, etc.

Parents and children participate in separate zoom sessions or in person. Parents learn to increase desired behaviors in children by using attention and rewards, clear communication, effective discipline, substance use education, problem solving, and limit setting. Children learn effective communication, understanding feelings, coping with anger and criticism, stress management, social skills, problem solving, resisting peer pressure, consequences of substance use, and compliance with parental rules. Families will also practice and participate in structured family time, therapeutic child play, family meetings, communication skills, effective discipline, reinforcing positive behaviors in each other, and jointly planning family activities. The program also includes weekly monetary incentives to the families for attendance and positive participation and additional monetary incentives as well as gifts to promote family

time upon graduation. Adhering to all social distancing and state regulations, weekly incentives will be delivered bi-weekly at an agreed location by the group.

The program is delivered with sessions for youth, and using group facilitators / curriculum manuals, role-playing, discussions, learning games, and family projects. Sessions will take place once per week on a virtual platform or in person and is open District Wide to families.

The groups are designed to teach skills needed for positive decision making, promote managing impulses, develop healthy conflict resolution techniques, promote increase self-worth and develop a positive self-image.

The program staff will consist of at least one group facilitator for the parent group and at least one facilitator for the youth group, depending on number of participants for SFB. Groups are offered in English and Spanish.

Family Connections will act as the Lead or Managing Agency for the program. In this role, FAMILY Connections will be responsible for ensuring the delivery of all services and for compliance with all terms and conditions of the contract with DMHAS. Family Connections will also be responsible for recruitment and staffing of the program.

In order for SFB to implement the curriculum safely and successfully, we will need you to provide us with the following:

- Referrals of youth and families to the program(s) and assistance in promoting the program to District youth and parents;
- Access to appropriate and confidential group space (when in-person resumes)
- Availability of school staff to provide support, as indicated

This program is projected to begin November 1, 2022 through June 30, 2023.

### **Additional Provisions**

Fees. No monies will be exchanged between the parties for the services rendered or received under this MOU. It is expressly understood among the parties that the Board's voluntary involvement and participation in the Family Connections program does not require monetary payment of any kind from NPS.

Term and Termination. The term of this MOU will be for one-year school year. Either party may terminate this MOU at any time for convenience and without penalty upon 20 days written notice to the other party.

Insurance. Prior to the start of work, Family Connections (and if applicable, their sub-contractors) must ensure that the following insurance coverage's are in place for the duration of the agreement. Family Connections will secure the required insurance at its own expense. The Certificate of Insurance must contain the following information: Name of Insurance Company, insurance policy number, policy period, limits of liability, deductibles if any. The "Board of Education of the City of Newark" is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance. Insurance coverage will be as follows:

#### 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.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit

Confidentiality. Both parties agree to maintain all client and student information confidentially in accordance with all New Jersey State and federal laws and regulations, including but not limited to the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec, 6501 et seq.), 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).

Background Checks. Prior to the start of work, Family Connections shall ensure that each worker that may be assigned to a project involving contact with children or that may be assigned to a contract school location has had a criminal history background check, and that said background 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 Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. or from having contact with school children. Family Connections will ensure that said background checks are completed no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until Family Connections complies with the requirements of this section. Failure to ensure that criminal history background check(s) have been performed within said time limitation shall be deemed a material breach of this agreement by Family Connections, and as such, serves as a basis for the Board to immediately terminate this Agreement.

Indemnification. In addition to any liability or obligation to the Board that may exist under any other provision of this Agreement, the MOU or by statute or otherwise, Family Connections shall be liable to and hereby agrees to indemnify, save and hold harmless NPS, 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 NPS 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 Family Connections 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 Family Connections, its agents, servants, employees, officers, partners, consultants or subcontractors.

Independent Entities. None of the provisions of this Agreement or 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 this 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.

Governing Law. This Agreement and the MOU shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the state of New Jersey. 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 the State of New Jersey

Survivability. If any provision of this Agreement or MOU is held by a court of competent jurisdiction, or determined under applicable federal or state law to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect.

Compliance with local and federal laws – Both parties agree to comply with all federal, state, and local laws applicable to this MOU. Partner also 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.

Compliance with Board Policies and Procedures - Partner 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. Partner 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 and social distancing. Should any of Partner'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 Partner 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 monthly and quarterly reports including but not limited to the following information (1) Which schools were serviced and referrals received that quarter, (2) The name names of the students at each school who were serviced and topic discussed that quarter. (3) How many times each student was serviced that quarter. (5) How many group sessions were conducted at each school that quarter, what number of participants, and what topics. The Board will provide the Partner with the monthly and report template required for submission.

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

It is understood by both parties that this collaboration is contingent upon approval by the Newark Board of Education.

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Dawn Haynes  
Board President  
**Newark Board of Education**

DATE:

*Joel Torres*

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Signature  
Joel Torres, Director of Programs  
**Family Connections, Inc.**

DATE: 11/08/2022