

MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant or the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program.

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a

timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite services related to conflict resolution to students at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in Minnesota Model team meetings with school personnel in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and Denfeld High School.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Denfeld High School

1. Denfeld High School staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.

2. Denfeld High School staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them, as appropriate and when staff are available, to the location of the scheduled meeting with CRC staff.
3. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School will communicate with parents and/or guardians and obtain permission and have a release of information signed by parent and/or guardian before making a referral to CRC staff.
6. With permission from the student's parent/guardian through a signed release of information, Denfeld High School staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of November 27, 2023, and will continue through June 30, 2024, unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Denfeld High School agree that by virtue of entering into this Memorandum they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and Denfeld High School agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services. Parents/guardians must sign a release of information before services will begin with CRC.

Data Collection. Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

Background Checks. Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

Independent Contractor. Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

Indemnity and defense of the District. CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

In the event that CRC breaches its obligation to defend, indemnify and hold Denfeld High School harmless, then in addition to its other damages, Denfeld High School shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Memorandum.

Notices. All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, Duluth Regional Office, 230 W Superior Street, Suite 200, Duluth, MN 55802.

Assignment. CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

Modification or Amendment. No amendment, change or modification of this Memorandum shall be valid unless in writing signed by the parties hereto.



Governing Laws. This Memorandum, together with all of its paragraphs, terms, and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Memorandum contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. CRC further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Memorandum.

Conflict of Interest and Fiduciary Duty: All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

Mutual Consent to Collaboration. CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

 _____	11-22-23
Erica Backstrom, Conflict Resolution Center	Date
 _____	12-14-23
Simone Zunic, Executive Director of Business Services, ISD 709	Date