MEMORANDUM OF UNDERSTANDING BETWEEN LIFEHOUSE AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Life House, a non-profit organization, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Life House and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have counseling for students available on site at its schools:

WHEREAS, Life House desires to locate counseling professionals at Duluth school buildings to provide individual, group and family services to students and staff;

Therefore, Life House and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Life House and Duluth School District

It is understood that Life House and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties 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 Life House as a community provider:

Students served by Life House are clients of Life House, subject to the same rights and responsibilities as clients served in Life House's community settings.

Life House will:

- 1. Meet with Duluth schools administration staff to plan a system of service delivery
- 2. Locate staff in Duluth schools in order to provide services
- 3. Employ and be responsible for its staff placed in Duluth schools
- 4. Maintain appropriate professional liability insurance
- 5. Accept referrals from school district staff
- 6. Share student/client information with school staff as needed and with the consent of the student/responsible parent
- 7. Obtain parental permission to provide mental health services
- 8. Maintain and own records of students served

- 9. Conduct appropriate background checks to ensure that Life House staff are not legally restricted from performing the duties of their job in a school setting
- 10. Meet periodically with school administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District

- 1. Meet with Life House administration staff to plan a system of service delivery.
- 2. Provide Life House staff with appropriate, private meeting space.
- 3. Inform school staff of Life House services available and work with Life House staff to develop a system to identify and refer students that may be in need of services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Life House.
- 4. Meet periodically with Life House administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9/5/2013 and will continue through TBD. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Life House and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Life House and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. 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.

Signed:

Maude Donfeld, Director

Date:

Signed:

William Hansen, Director of Business Services, ISD #709