

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

## **I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between PAVSA, 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 PAVSA 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 victims of sexual assault available on site at its schools:

WHEREAS, PAVSA desires to have advocates and counseling staff available at Duluth school buildings to provide individual and group support services for students and training for staff.

**Therefore, PAVSA 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 PAVSA and Duluth School District**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concerns that affect the overall success of the Memorandum of Understanding in a timely manner. Additionally, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

### **Role of PAVSA a community provider:**

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

PAVSA will:

1. Meet with Duluth schools administration staff to plan a system of service delivery
2. Provide services on site in Duluth schools.
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. Maintain and own records of students served.
8. No consent will be necessary for advocacy and/or crisis counseling
9. Parental consent will be obtained after three consecutive sessions to allow ongoing counseling support services.

10. Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing the duties of their job in a school setting
11. 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 PAVSA administration staff to plan a system of service delivery.
2. Provide PAVSA staff with appropriate, private meeting space.
3. Inform school staff of PAVSA services available and work with PAVSA 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 PAVSA.
4. Meet periodically with PAVSA administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### **III. GENERAL TERMS**

**Confidentiality.** Confidential client information will be handled with the utmost discretion and judgment and client releases will be secured before confidential client information is exchanged. Unauthorized disclosure of confidential information shall be considered a breach of this agreement. PAVSA and Duluth School District agree that they will not at any time disclose confidential information and/or material. Should confidentiality be broken, parties will review the incident and have the option to terminate if necessary.

**Terms.** This Memorandum of Understanding will begin effective the date of 9/5/2013 and will continue through 9/5/2014. This MOU will renew for one year periods unless either party provides written notice of termination. In order to maintain annual renewal, parties will review the terms of the MOU on an annual basis.

**Termination.** Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice.

Signed: Candice Harshner  
Candice Harshner, Director

Date: 10/17/13

Signed: William Hansen  
William Hansen, Director of Business Services, ISD #709

Date: 10/23/13

Mailing address: America Reads/Counts Program, Office of Student Employment, Darland Administration Building, 10 University Drive, Duluth, Minnesota 55812, (218) 726-7912

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between the University of Minnesota Duluth, herein called the "University," and ISD 709, herein called the "Agency."

It is mutually agreed as follows:

1. The Agency hereby agrees to provide employment for students duly certified by the University and accepted by the Agency. A statement of certification bearing the authorized signature of an official of the University will set forth the name of each student, the maximum number of dollars the student may earn, the inclusive dates of the student's Federal Work-Study award, and the maximum number of hours per week the student may work during academic period
2. Students will be made available to the Agency by the University for the performance of specified work assignments. The University, through this Agreement, does not guarantee a minimum number of students to the Agency. If a student's academic status or financial need alters said student's Federal Work-Study award, which is determined by the University, the University must remove students from the Agency to prevent an overaward of Federal Work-Study funds. *The University shall remain responsible for compensating students for hours worked, except in cases when students have exceeded their Work-Study award, in which case, the Agency will be responsible for earnings over the documented award amount.*
3. The University is considered the employer for the purpose of the agreement. It has the ultimate right to control and direct the services of the students for the Agency. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Agency, and to determine that the students do perform their work in fact. The Agency's right is limited to direction of the details and means by which the result is to be accomplished. The Agency may remove students from an assignment and from employment with the Agency if the student does not perform his/her duties in a satisfactory manner or fails to comply with the instructions and/or policies and procedures or requirements of his/her supervisor or the Agency. The Student is an "at-will" employee of the Agency; the Agency shall inform the University in writing of intent to remove a Federal Work-Study employee from employment. The Agency agrees that no students will be denied employment or subjected to different treatment under this Agreement because of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status or sexual orientation; and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) as amended; Title IX of the Education Amendments of 1972 (Publ. L. 92-318).
4. Transportation for students to and from their work may be provided at the Agency's expense, i.e., bus passes. The Agency agrees that if background checks are required, that it will assume responsibility for such checks on all prospective employees, at the Agency's expense.
5. Compensation of students for work performed on a project under this Agreement will be disbursed and all payments due as an employer's contribution under Federal or State Social Security laws, or under other applicable laws, will be made by the Institution. As the direct supervisor of the student, the Agency assumes responsibility for workman's compensation and assumes liability for other injuries that may occur to the employee (student) while on the premises of the school or other building in which work is performed.
6. Students must not work more than forty (40) hours per week. And work hours cannot be during scheduled class time.

7. As an employer of Federal Work-Study students, the Agency agrees to:
- A) Monitor the earnings of the Federal Work-Study employee(s). The Federal Work-Study award stated on the Student Employment Referral *or on subsequent Notification of Change in Work-Study Award form(s)* is the maximum amount the student(s) may earn during the terms indicated.
  - B) Check the registration status of the Federal Work-Study employee(s) each semester. Undergraduate employees must be registered for at least 6-8 credits (half-time status) and graduate students must hold at least half-time status (see University of Minnesota Duluth Student Employment Rules Manual for definitions of full- and half-time registration) throughout the academic year to be eligible for Federal Work-Study. Registration through day school and/or extension is acceptable, but correspondence courses (independent study) and registration for audit only (visitor status) do not count toward the required credit load.
8. The Agency shall furnish to the University such information as may be necessary for the University to comply with the regulations of the U.S. Office of Education pertaining to the Federal Work-Study Program. The Agency will permit the University, from time to time as it may request, to inspect the premises in which the student is working under this Agreement, and will review with the University the working conditions and job requirements of all such students.
9. The Agency will be responsible for the supervision of work performed by students participating in any project under this Agreement, and will make available to the University the names and locations of Agency supervisors.
10. The Agency will permit the University from time-to-time, as it may request, to inspect the premises in which the student(s) is working under this Agreement, and will review with the University the working conditions and job requirements of all such students.
11. Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services, and must not involve the construction, operation, or maintenance of any facility used, or to be used for sectarian instruction or as a place of religious worship. Further, no project may involve political activity or work for any political party.
12. This Agreement shall supersede any and all prior agreements between the University and the Agency regarding the mutual operation of a Federal Work-Study Program under the provisions of the Federal Work-Study Program.
13. This Agreement shall take effect \_\_\_\_\_ and terminate \_\_\_\_\_ unless amended in writing as mutually agreed upon by both the Agency and the University; however, either party may terminate upon ten working days written notice. Agency Signatures

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AGENCY SIGNATURES

Will Hare Date: 10/16/13  
Program Director  
W. Hanson Date: 10/17/13  
Finance Officer  
\_\_\_\_\_  
Student's Supervisor

Email address of Supervisor: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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UNIVERSITY SIGNATURES

\_\_\_\_\_  
Date: \_\_\_\_\_  
Program Director  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Program Coordinator  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Office of the Treasurer

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