

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between Planned Parenthood Northern California (hereafter referred to as “PPNorCal”) and Cotati-Rohnert Park Unified School District (specifically: Rancho Cotate High School; Technology High School; Technology Middle School; Lawrence E. Jones Middle School; and Thomas Page Academy) (hereafter referred to as “School”) and will start January 18, 2022 be in effect until June 30, 2024 or until either party provides 30 days written notice of termination. The goal of this agreement is to increase access to health services and to provide sexual health education to students.

RECITALS

1. PURPOSE

This Memorandum of Understanding defines the scope of respective roles, responsibilities, and services of School and PPNorCal regarding services to be provided by PPNorCal at School.

2. SCOPE OF SERVICES

Each party agrees to perform their respective roles, responsibilities, and services described in the scope of services attached as Exhibit A.

3. TIME OF PERFORMANCE

This MOU shall be in effect for two years (from date of final signature) or until terminated by either party as stated in Paragraph 6.

4. CHANGES AND AMENDMENTS

Either party may request changes in the scope of services. Any mutually agreed-upon changes shall be effective when incorporated in written amendments to this Memorandum.

5. COST OF SERVICES

School will remit payment to PPNorCal prior to delivery of agree-upon services in the amount agreed upon prior to service delivery. Yearly cost based on PPNorCal fee schedule attached as Exhibit A and not to exceed \$20,000.

6. TERMINATION

This MOU will terminate two years from the date of final signature on the MOU. Either party may terminate this agreement at any time, with 30 days written notice to the other party.

7. NON-DISCRIMINATION

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to services rendered under this MOU and shall not discriminate on the basis of age, ethnicity, sex, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation.

8. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including California mandated reporting laws and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9. CONFIDENTIALITY

PPNorCal shall not disclose protected identifying information of program participants without legally acceptable authorization. School shall keep all matters, grievances, complaints, and feedback concerning the PPNorCal program strictly confidential, unless disclosure is otherwise required by law.

10. ARBITRATION

Any dispute arising between the parties shall first be subject to a mandatory mediation. If the mediation is unsuccessful after a good faith effort by the parties to resolve the dispute, the parties shall agree to confidential and binding arbitration by the American Arbitration Association, or as mutually agreed to by the parties.

EXHIBIT A

SCOPE OF WORK

Under the terms of this MOU, Planned Parenthood Northern California (PPNorCal) will:

1. Provide a trained health education specialist(s) to present educational sessions on sexual and reproductive health topics in accordance with the California Healthy Youth Act requirements for comprehensive sexual health education. In entering this Memorandum, School is responsible for ensuring full compliance with California Healthy Youth Act, where applicable. PPNorCal ensures the provision of bias-free and medically accurate information. Sessions are provided at a rate of \$100 per class (50 minutes to 75 minutes). Longer sessions are subject to an increased rate.
2. Collect demographic information on educational session participants, such as approximated race/ethnicity, gender, and age.
3. Retain the ability to administer assessments relating to each participant's health behaviors and risks, including tests, questionnaires, and surveys in accordance with the California Healthy Youth Act. Parents/guardians shall be given prior notice of these assessments, the opportunity to review the assessment instrument, and may withdraw their child from the assessment.
 - a. For minors in grades seven through twelve, passive parental consent (opt-out) for assessments will be used. In earlier grades, active parental consent (opt-in) for assessments will be used.
4. Work with School to schedule educational sessions, as needed.
5. Provide School with PPNorCal COVID-19 Safety & Social Distancing Protocol.

Under the terms of this MOU (SCHOOL) will:

1. Contact PPNorCal to schedule sessions as needed.
2. Provide a classroom or adequate space for presentations, as needed.
3. Send notification letter to parents/guardians in compliance with California Healthy Youth Act where applicable for the purpose of participation in education sessions.
 - a. Send opt-out permission slips to parents/guardians for the purpose of assessment administration for grades seven through twelve.
 - b. Send opt-in permission slips to parents/guardians for the purpose of assessment administration for grades six and below.
4. All parent/guardian requests to review the curriculum(s)/lessons will be managed by the School.

5. The School will keep PPNorCal informed of any requests to review the curriculum(s)/lessons, and PPNorCal can provide support as needed, which includes:
 - a. providing the curriculum(s)/lessons before the class(es) begin.
 - b. hosting either a virtual or in-person parent/guardian preview session.
6. Alert participants to the content to be discussed and appropriate classroom behavior.
7. Remove participants from classroom who will not be participating in the presentations.
8. Notify PPNorCal of any changes to the confirmed schedule at least 24 hours in advance.
9. Always maintain a credentialed teacher (all public schools) or an appropriate School representative in the classroom during PPNorCal presentations. The teacher/representative shall be responsible for classroom management and provide support with minimizing classroom distractions and disruptive behavior.
10. Do not allow outside observers in the classroom without prior written consent from PPNorCal.
11. No photos or videos are permitted during presentations without prior written consent from PPNorCal staff. The certified teacher/representative is responsible for enforcing this.
12. Ensure a safe and trauma-informed learning environment and actively engage in classroom management.
13. Ensure that students receive the full scope of education services as required by the California Healthy Youth Act where applicable, including information that must be provided in addition to PPNorCal educational presentations.
14. Continue to assume teacher/faculty responsibilities, including compliance with School's obligations as a child abuse mandated reporter.
15. Provide feedback about the quality of presentations, including, but not limited to: PPNorCal staff facilitation skills, professionalism, and program content and appropriateness to audience.
16. Any parent/guardian complaints/grievances will be managed by the School.
17. The School will keep PPNorCal informed of any parent/guardian complaints/grievances, and PPNorCal can provide the support as needed.
18. Remit payment to PPNorCal following the completion of agreed-upon services in an amount agreed upon prior to service delivery.
19. During COVID-19 pandemic, provide safety and social distancing protocols to PPNorCal prior to final scheduling.
20. 2. All school-based programs are subjective to following CDPH guidance for in-person education: [COVID-19 Public Health Guidance for K-12 Schools in California \(8/2/21\)](#). If a school district has COVID protocols that are stricter than CDPH guidance, PPNorCal employees will follow that school district's protocols.
21. Alert PPNorCal to relevant disciplinary or legal action related to program participants to ensure a safe and productive educational environment.

Signed,

Sofia Navarro, VP of Community and Government
Relations, Planned Parenthood Northern California

Date

School representative signature

Date

Print: Name, Title, School/Organization

Contact number and email

County