



The Elizabeth Hospice

Memorandum of Understanding

THIS Agreement is entered into 4/8/19 between **San Pasqual Union School District** hereinafter called the "District" and **The Elizabeth Hospice** hereinafter called the "Provider".

The Provider agrees to perform services for the District as follows: Eight week grief groups on site consisting of a group opening, a grief related activity, optional sharing time, snacks, and a group closing as further described in Attachment "A", herewith attached and incorporated. The work will be performed under the direction **Mark Burroughs, Superintendent/Principal**. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of Attachment "A".

There is no exchange of funds between the two parties.

The effective time period of this agreement is to be **4/8/19-6/30/22**. This agreement may be terminated by either party with or without cause upon fourteen (14) days written notice to the other party.

INDEMNIFICATION: To the fullest extent permitted by law, Provider agrees to indemnify, defend and hold District entirely harmless from all liability arising out of: **Worker Compensation and Employer Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Provider's employees or Provider's subcontractor's employees arising out of Provider's work under this Agreement; and **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Provider or the District, or any person, firm or corporation employed by the Provider, either directly or by independent contract, upon or in connection with the Services, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent providers who are directly employed by the District. The Provider, at Provider's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

INSURANCE: PROVIDER shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect PROVIDER and DISTRICT from claims which may arise out of or result from PROVIDER's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Each policy of insurance shall name DISTRICT and its officers, agents, and employees as additional insureds. Contractor Agency hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this contract and agrees to furnish to District satisfactory evidence thereof at any time the District may request. Contractor Agency is required to carry commercial general liability with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and

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name District, its officer, agents, and employees as additionally insured. Contractor Agency shall provide District with a certificate of insurance and endorsements evidencing this coverage.

FINGERPRINT REQUIREMENTS: During the entire term of this Agreement, the Provider, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the Provider will have contact with District pupils. If the District determines that more than limited contact with students will occur during the performance of these services by PROVIDER, PROVIDER will not perform SERVICES until all employees providing services have been fingerprinted by the Department of Justice (DOJ) and DOJ fingerprinting clearance certification has been provided to District.

ANTI-DISCRIMINATION: It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The PROVIDER agrees to comply with applicable Federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the PROVIDER agrees to require like compliance by any subcontractors employed on the work by such PROVIDER. In accordance with Government Code section 12990, the PROVIDER shall give written notice of its anti-discrimination obligations to any labor organization with which PROVIDER has a collective bargaining or other agreement. PROVIDER shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.

It is expressly understood and agreed to by both parties hereto that the Provider, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent Provider and is not an officer, agent or employee of the aforesaid District.

Provider: The Elizabeth Hospice

Signature:

Title: Jean Loo-Russo, Chief Philanthropy Officer

Address: 500 La Terraza Blvd. Ste. 130, Escondido, CA 92025

Date:

District: San Pasqual Union School District

Signature:

Title: Superintendent

Address:

Date:

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MOU Scope of Practice

I. Childhood Bereavement Training for School Professionals

- a. Center for Compassionate Care Staff will provide two (1) day trainings for school professionals, specifically targeting: Administrators, School Social Workers, Marriage and Family Therapists, School Psychologist's, and Nurses. Trainings will be held once in the spring and once in the fall.
- b. Attendees will learn updated modalities and constructs in the field of Thanatology. Attendees will be provided a model construct for how to run a bereavement group for students.
- c. Each attendee will receive a training manual to keep and refer back to as needed.
- d. Manuals to include a list of local and national resources, along with a resource toolkit consisting of bereavement resources that can be copied and handed out on the spot.
- e. Manuals will also include samples of grief activities for school personnel to use right away with bereaved students.
- f. Attendees to complete a post evaluation of the training

2. 8 Week On-site Grief Support Groups

- a. **Goals/Objectives:** Bring eight-week grief groups on-site for your school district; eliminating cost of travel, guardian participation and unsafe environments. Each eight week group will be (1) hour consisting of a group opening, a grief related activity, optional sharing time, and a group closing. In some cases, a seven week group might be held.
- b. **Curricula:** A standard curricula to be used at each site. If one site is visited twice a different curricula will be used. Curriculum will be facilitated and co-

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facilitated by staff, trained volunteers, school staff or any combination of the above.

- i. Week 1: Grief Measure
 - ii. Week 2: Stuck in My Feelings
 - iii. Week 3: Body Survey
 - iv. Week 4: Coping Skills
 - v. Week 5: Walking in My Grief Filled Shoes
 - vi. Week 6: How I Found Out
 - vii. Week 7: Changes and Support Systems
 - viii. Week 8: What is Next: Remembering and Honoring your Loved One
- c. **Permission Slips:** Individualized permission slips will be created for each school. These permission slips are also our consent forms. Each student will need to have one completed in order to attend the group. **See appendix A.**
- d. **Evaluations:** Pre and post evaluations will be administered to each student. The pre evaluation to be completed on the first day of group and the post to be complete on the last day of group. There are two sets of evaluations. One set for Elementary Schools and the other set is for Middle Schools and High Schools. **Please see Appendix B, C, D, E, and F.**
- e. **Logistics:** The follow steps are how the school will prepare for the on-site bereavement group.
- i. Identify a group of 8-15 children that have been affected by a death
 - ii. Have the school counselor pull them and discuss their interest in participating in an 8 week grief support group
 - iii. The school counselor will get clearance in a written format from their parent/guardian to participate in group using our permission slip



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- iv. Counselor/School personnel and Children's Bereavement Program Staff or volunteer will schedule a start date and calendar the next 8 weeks and coordinate dates and times
- v. The school contact/counselor will also make sure that there is a quiet room with the necessary tables and chairs needed to conduct a group available on all group days. We request a consistent location
- vi. The school contact/counselor is responsible for reminding the students and providing them with a pass to get out of class
- vii. The school contact/counselor is responsible for making sure students are group appropriate before selecting them for group. Should a student not be group appropriate the school counselor will work with the CCC staff/volunteers on removing the identified student from group. Calls to the guardian will also be made by CCC staff/volunteer and/or school personnel
- viii. Schools will receive a copy of the Sign-In Sheet after each session. **See Appendix G.**
- ix. We require that the school contact be present either before or post group so our staff/volunteers can debrief with them as needed

3. Ongoing Consulting in Childhood Bereavement

- a. Our staff is available for ongoing tele-support and/or email support as needed. School staff can contact us for further referrals to Children's Bereavement Program, recommendations, or questions/concerns as it related to bereaved students.
 - i. **The Children's Bereavement Manager** of the Center for Compassionate Care oversees the School Based Program. For any questions, concerns, updates, or praises please contact:
Melissa.Lunardini@ehospice.org or 760-737-2050 ext. 2802

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4. **Crisis Support:** If a student or faculty member dies our staff/volunteers will be available to come on-site and assist or facilitate the schools efforts to provide bereavement support to the school community.
 - a. Staff is also available via phone or email exchanges to provide recommendations how to support the school community after a crisis.

5. **Referral Process:** We would like there to be a standardized referral process. We have created a referral form for your district to use when seeking services.
 - a. The School Counselor will circle the type of support they are interested in receiving from Children's Bereavement Program. The form can be emailed to The Children's Bereavement Manager to review and follow up on. **Please see Appendix H.**
 - b. **Disclaimer:** Due to the high demand of our services countywide, we can never guarantee that our services will be available upon immediate request. We try our best to meet the demands as they arise. All schools are on a first come first serve basis and are also scheduled based on the availability of our counselors.