

**MEMORANDUM OF UNDERSTANDING  
FOR INTERVENTIONS TO REDUCE ALCOHOL USE IN THE LOS GATOS  
COMMUNITY**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered by and between the Los Gatos Saratoga Union High School District (“LGSUHSD”), the Los Gatos Union School District (“LGUSD”), the Town of Los Gatos (“Town”) and The Montana Institute (“TMI”), a Montana Corporation. These entities may be collectively referred to as the **“Parties.”**

**RECITALS**

**WHEREAS**, TMI is devoted to the prevention of youth alcohol abuse, including binge drinking, through the use of surveys, data analysis and the formation and support of school and community based Positive Community Norms (“PCN”) Project Teams; and

**WHEREAS**, it is of vital concern to the Town, LGUSD and LGSUHSD to prevent and combat alcohol abuse and binge drinking for the health and safety of its youth and surrounding community; and

**WHEREAS**, LGSUHSD, LGUSD and the Town are authorized by Government Code section 53060 to contract with and employ an independent contractor specially trained to perform special services such as those required here;

**WHEREAS**, TMI represents that it is specially trained, experienced, and competent to perform the special services pursuant to this MOU; and

**NOW, THEREFORE**, for and in consideration of the Recitals above and the mutual covenants and conditions set forth herein, the Parties hereby agree as follows.

**AGREEMENT**

1. **Term of Agreement.** The term of this Agreement shall be from January 1, 2023, to December 31, 2023 (“**Term**”), unless terminated earlier in accordance with the terms herein.
2. **Type of Services; Contractor Duties.** TMI shall provide services to the Parties as further set forth in the Contractor’s Services and Procedures, attached hereto as **Exhibit “A”** and incorporated herein by this reference, and in accordance with the terms and conditions contained herein.
3. **Payment to TMI.** LGSUHSD, LGUSD and the Town will contribute to the fees due under this Agreement. Their relative shares shall be as follows: (i) LGSUHSD, \$28,000; (ii) LGUSD \$11,200; and (iii) Town, \$16,800. LGUSD and the Town shall reimburse LGSUHSD for payments made under this Agreement.

4. **Invoices** The Contractor shall submit a detailed, itemized invoice to the LGSUHSD representative monthly, on a form furnished by the District, certifying that Contractor has performed the services required. Invoice must state Agreement number in order to receive payment. TMI shall assume all expenses including, but not limited to, travel expenses, incurred by Contractor in performance of this Agreement, unless otherwise expressly authorized by the Parties in writing.
5. **Additional Expenses** TMI may provide additional services under this Agreement pursuant to the written authorization of the affected Party.
6. **Independent Contractor Not an Officer, Employee, or Agent of the Parties** While engaged in the performance of this Agreement, the Contractor is an independent contractor and is not an officer, employee, or agent of the Parties. Nothing in this Agreement shall be deemed to create an employment or agency relationship between the Parties.
7. **Indemnification.** Each Party agrees to defend, indemnify and hold harmless the other Parties and their respective officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to person or death, contractual liability and damage to property sustained or claimed to have been sustained during the performance of this Agreement to the extent that said harm resulted from the that Party's performance.
8. **Insurance.**
  - a. General Liability Insurance. During the entire Term of the Agreement and any extension or modification thereof, Contractor shall maintain insurance or a program of self-insurance acceptable to the Parties in their sole discretion, providing general liability insurance to cover Contractor's activities with a minimum Combined Single Limit for bodily injury, personal injury, and property damage as required: One Million Dollars (\$1,000,000). General Liability shall include Sexual Molestation Defense Liability.
  - b. Automotive (Owned and Non-Owned). During the entire Term of the Agreement and any extension or modification thereof, Contractor shall maintain insurance acceptable to the Parties in their sole discretion, to cover Contractor's activities with a minimum Combined Single Limit for automobile operations, bodily injury, personal injury, and property damage as required by District: One Million Dollars (\$1,000,000). .
  - c. Worker's Compensation. Contractor agrees to carry worker's compensation insurance acceptable to the Parties in their sole discretion at a limit determined by the Labor Code of the State of California and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) or its current limit of each, whichever is greater. Proof of such coverage shall be furnished by Contractor prior to the commencement of this Agreement.



9. **Other Requirements.** All individuals under this Agreement are required to comply with and provide requisite documentation in accordance with all applicable law and Party policies regarding tuberculosis testing, fingerprinting, and criminal background checks.
10. **Assignment of Agreement.** Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations under the Agreement without the prior written permission of the Parties.
11. **Americans with Disabilities Act.** All organizations/individuals providing services under contract to the Parties must agree to provide services in a nondiscriminatory manner consistent with the Americans with Disabilities Act.
12. **Governing Law.** The Parties agree that this Agreement is entered into and will be construed, interpreted, and governed by the laws of California, without regard to choice of laws principles. Exclusive venue for any and all disputes, claims, or actions arising out of or relating to this Agreement will be the courts of Santa Clara County, California.
13. **Student Data Privacy**
  - a. In accordance with applicable laws and regulations and the Student Data Privacy Agreement entered into between the Parties, Contractor agrees:
    - i. Contractor shall not store, nor permit any subcontractor or sub-processor to store, personally identifiable student information and other regulated data on a server or cloud-based service.
    - ii. Contractor shall maintain personally identifiable student information and other regulated data only to the extent necessary to provide the services during the Term of the Agreement.
    - iii. Contractor shall not personally, nor permit any subcontractor or sub-processor to, monetize or mine any personally identifiable student information and other regulated data in any manner whatsoever.
    - iv. Any and all labs, subcontractors, and sub-processors employed by Contractor shall comply with the terms of this Agreement.
14. **Termination of Agreement.** One or more of the Parties to this Agreement may terminate the Agreement at any time for any reason including, but not limited to, loss of funding for the Agreement. The termination of Agreement shall be in writing, with twenty-four (24) hours' notice. The Parties shall compensate the Contractor for services performed through the date of termination. Upon termination, the Parties may request that Contractor return or destroy any personal medical information in its possession that it is not required by law to maintain. In the event that the termination only effects one Party, the remaining Parties will discuss, in good faith, a reconfigured set of services.

15. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations including, but not limited to, federal and state income taxes and social security taxes payable in connection with the Agreement. Contractor agrees to indemnify, defend, and hold the Parties harmless from and against any worker's compensation or other tax liability which the District may incur to any federal or state governments with jurisdiction as a consequence of the Agreement. All payment made to Contractor shall be reported to the Internal Revenue Service.
16. **Notices.** All notices and other communications given hereunder will be in writing. Notices will be effective when delivered, if delivered personally. Otherwise, they will be effective when sent to the Parties at the addresses listed below, as follows: (i) on the business day delivered (or the next business day following delivery if not delivered on a business day) if personally delivered or sent by overnight delivery courier; (ii) the next business day after transmission by confirmed electronic mail, facsimile or electronic means; or (iii) three (3) business days after mailing if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested to the address listed below:

**IF TO THE MONTANA INSTITUTE**

ATTN: Valerie Roche  
P.O. Box 5015  
Bozeman, MT 59717  
Phone: (406) 579-2577  
Email: [Valerie.roche@gmail.com](mailto:Valerie.roche@gmail.com)

**IF TO LOS GATOS SARATOGA UNION HIGH SCHOOL DISTRICT**

ATTN: Heath Rocha  
Assistant Superintendent  
17421 Farley Road West  
Los Gatos, CA 95030  
Phone: (408) 354-6278  
Email: [hrocha@lgsuhd.org](mailto:hrocha@lgsuhd.org)

**IF TO LOS GATOS UNION SCHOOL DISTRICT**

ATTN: Misty Hartung  
Director of Student Services  
17010 Roberts Road  
Los Gatos, CA 95032  
Phone: (408) 335-2040  
Email: [mhartung@lgusd.org](mailto:mhartung@lgusd.org)

**IF TO TOWN OF LOS GATOS**

ATTN: Laurel Prevetti  
Town Manager  
110 E. Main Street  
Los Gatos, CA 95030  
Phone: (408) 354-6832  
Email: [LPrevetti@losgatosca.gov](mailto:LPrevetti@losgatosca.gov)



Any person or entity may change the address or number to which notices are to be delivered to him, her or it by giving the other persons or entities named above notice of the change in the manner set forth above:

17. **Headings.** The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.
18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
19. **Force Majeure.** No liability hereunder will result to any Party by reason of delay or inability in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, acts of governmental authority, fire, flood, war, terrorism, civil unrest, labor unrest, shortage of or inability to obtain material or equipment, government orders or guidelines, illness, or disease.
20. **Entire Agreement.** This Agreement and its Exhibits hereto constitute the complete agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this Agreement shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this Agreement shall not act as a waiver of such rights.
21. **Amendments; Modifications.** Any amendments, modifications, or changes to this Agreement or the services hereunder may only be made if agreed to in writing and executed by the authorized representatives of the Parties.
22. **Construction.** The Parties have participated mutually in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted mutually by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.
24. **Authority to Enter into Agreement.** Each Party hereby represents and warrants that it has the power and authority to enter into this Agreement.
25. **Approval.** The Agreement shall become effective upon approval or ratification by each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**THE MONTANA INSTITUTE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LOS GATOS SARATOGA UNION HIGH SCHOOL DISTRICT**

Signature *Heath Rocha*

**Heath L Rocha**

\_\_\_\_\_  
Name

**Assistant Superintendent**

\_\_\_\_\_  
Title

**09/28/22**

\_\_\_\_\_  
Date

**LOS GATOS UNION SCHOOL DISTRICT**

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TOWN OF LOS GATOS**

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT “A”**  
**(Description of Services)**

**Background**

While binge drinking is a serious issue at Los Gatos High School (LGHS), with rates that are concerning higher than those measured in comparable schools and statewide, it is important to remember that binge drinking is not the norm among LGHS students. The norm is that 91% of LGHS 9th-12th graders didn't binge in the previous 30 days prior to the survey, and 85% didn't consume alcohol at all during that time (Source: Questions A.96 and A.97 of the CHKS 2021 Survey).

This distinction is of critical importance. Decades of norms research has shown that the substance-related decisions of both youth and adults are greatly affected by their perceptions of the behaviors of their peers. When youth perceive that most of their peers *would* do something, they are more likely to engage in that behavior. Conversely, when youth perceive that most of their peers *would not* do something (or would greatly disapprove of them doing it) they feel supported in deciding not to do it themselves, and can be empowered to intervene as bystanders.

The problem is that youth (and adults) usually misperceive the norms of their peers, believing that risky behaviors are far more common than they are. This is a hidden risk factor when it comes to many issues, including youth alcohol use. By correcting LGHS students' misperceptions of alcohol use norms, we can build on current norms to increase the number of students who are making the choice not to binge drink, or not to drink at all. It is important to include middle school students in these efforts as well. Sixth, seventh, and eighth graders will be high schoolers before you know it, and the earlier you can start to correct their misperceptions about alcohol use, the more effective and sustainable your intervention will be. (Please see the articles I forwarded about the success of our PCN efforts in middle and high schools across Minnesota.)

Below is our proposal for helping a local project team plan and launch a Positive Community Norms (PCN) intervention to increase alcohol non-use and reduce binge drinking among Los Gatos youth. Please let me know if you have any questions. This proposal is for the first year of work. Note that PCN is a long-term process of cultural transformation; it requires time and fidelity to see results.

**Parties:** This project would be launched in partnership between the Los Gatos Saratoga Union High School District, the Los Gatos Union School District, and the Town of Los Gatos.



**Timeline:** January 1, 2023 through December 31, 2023, with the goal of launching a PCN campaign at Fisher Middle School (FMS) and LGHS at the beginning of the 2023-2024 school year.

#### **Introductory Training Event for Key Stakeholders**

TMI will provide a remote “*Introduction to Positive Community Norms*” workshop. This 2-hour session will provide an introduction to Positive Community Norms (PCN) and the Science of the Positive framework on which it is based. It will be open to project staff, school staff, potential partners, and other key stakeholders identified by the client. The goals of this event are to introduce the positive, normative approach to the Los Gatos community, help stakeholders to understand the science behind it, increase support for the PCN project, and begin to build an environment in which the intervention will succeed. Interactive, small-group activities will help shift participants’ focus from what they are trying to *prevent* to what they are trying to *grow* in their communities and inspire them to want to get involved with or support a local PCN project. Building this project support is an important aim of effective PCN projects. Project to be hosted on TMI’s Zoom platform; TMI will provide an online evaluation form and all relevant electronic materials. *Estimated timing: January 2023. Cost = \$3,500.*

#### **Supplemental Positive Community Norms Student Survey**

In order to gather more information about student perceptions around youth alcohol use, TMI will create a brief online survey that will serve as a complement to the Los Gatos data collected by the California Healthy Kids Survey. This 10-12 question survey will gather information on student perceptions of peer alcohol use norms and additional information on student attitudes about alcohol use. This survey data will be essential to implementing a PCN intervention at LGHS. TMI will provide the electronic survey links to FMS and LGHS for administration, provide guidance on survey administration, clean and analyze the data, and provide a report on the results to all parties in the MOU. LGHS and FMS staff will be responsible for distributing and administering the survey among the student body, and ensuring a strong response rate. *Estimated Timing: February/March 2023. Cost = \$11,000*

#### **Parent and Teacher Survey**

Students are not the only members of the LGHS community that are likely to have significant misperceptions about alcohol use among their peers. Parents, teachers, and school staff are often carriers of the misperceptions as well -- fueling false narratives that binge drinking is the norm, that it is a “rite of passage” or that “everyone is doing it.” To create a real cultural shift around alcohol use at LGHS, it is important to include parents and teachers in the PCN process as well. TMI will create an online survey that can be sent out by the school to all current parents, teachers, and staff. TMI will provide the electronic survey to LGHS, clean and analyze the data, and provide a report on the results to all parties in the MOU. LGHS and FMS staff will be responsible for distributing the survey to parents, teachers and staff, and ensuring a strong response rate. *Estimated Timing: February/March 2023. Cost = \$18,000*



### **Training and Technical Assistance to LGHS PCN Project Team**

TMI will provide Training and Technical Assistance (TA) to the LGHS PCN Project team to help ensure fidelity to PCN best practices, assist in the development of campaign materials, and prepare for future project sustainability. This training and TA will be provided to a select project team of up to 10 members identified by school staff. This TA will be structured around our national award winning Seven Step Model of Positive Community Norms Communications and may include live training sessions, recorded videos and online learning modules, as well as additional support in the form of emails, phone calls, and other learning materials. These trainings will be delivered by selected members of the TMI staff who have extensive experience in implementing school-based PCN campaigns, and will include both printed and electronic supporting materials. TMI will deliver a maximum of four hours of TA per month. TA hours include prep, planning, document review and material creation in addition to hours spent directly working with the Project Team and parties in the MOU. *Estimated timing: see below.*  
*Cost = \$23,500*

#### *Step 1: Planning and Environmental Advocacy*

Developing the Seven Core Principles of the Science of the Positive. This is a key process that ensures that everyone is approaching the work from the same perspective and creates a strong, positive foundation for all project leadership, communications, and message development. *Estimated timing: January/February 2023.*

#### *Step 2: Baseline Data*

TMI will lead the Project Team through the best practices of administering the Supplemental Positive Community Norms Student Survey and the Parent and Teacher Positive Community Norms Survey described above. Once the data are collected and analyzed, TMI will lead the Project Team in reviewing the results, along with the results of the CHKS data, and evaluating them for use as the basis of potential Positive Community Norms messages. *Estimated timing: January-April 2023*

#### *Step 3: Message Development*

TMI will train the Project Team in the art and science of developing effective PCN messages, and lead them in a hands-on, skill-building process of developing messages to go out in their communities. Multiple campaign messages will be developed for the three primary project audiences: students, parents, and teachers. *Estimated timing: May-July 2023*

#### *Step 4: Communications Planning*

TMI will assist Client in developing a multi-channel Communications Plan for getting PCN messages out in the community, based upon Client goals and budget. Note that funds for creating and placing media (i.e. graphic design costs, image sourcing, paid advertising placement) are not included in this proposal. *Estimated timing: July-August 2023*

#### *Step 5: Pilot Testing and Refining*



Pilot Testing and Refining messages is a PCN Best Practice. TMI will train the Project Team on how to thoroughly pilot test all campaign messages and materials. *Estimated timing: July-September 2023*

*Step 6: Campaign Implementation*

TMI will train the Project Team in the daily ins and outs of campaign implementation and troubleshooting, alongside the important job of hearing and steering the dialogue around your messages in order to close misperception gaps. *Estimated timeline: August-September 2023*

*Step 7: Evaluation*

TMI will help the Project Team create an evaluation plan to measure the impacts of the LGHS campaign over time. This will include both qualitative and quantitative data, and will likely include additional administrations of the Supplemental Student and Parent/Teacher Surveys. They will also reflect on the work done together over the project year, and assess ongoing needs for training, TA and survey support. *Estimated timeline: October-December 2023.*

Please let me know if you have any questions. We can continue to add to or amend this proposal as we work towards a final Scope of Work. The entire TMI team is excited about this opportunity to help you grow positive norms and increase health among Los Gatos youth!