MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

EAST BAY AGENCY FOR CHILDREN (EBAC)

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and East Bay Agency for Children (EBAC) for the purpose of providing behavioral health services for SLUSD students, families and staff during the 2013-2014 school-year. MOU is effective as of August 15th, 2013.

SERVICES PROVIDED

East Bay Agency for Children will:

1. Provide district with 3-4 mental health interns who will provide direct therapeutic services to SL students on school campuses. Interns will provide individual and group mental health services to students and to their families 2-3 days per week at the following schools:

    - Wilson Elementary School
    - Bancroft Middle School
    - San Leandro High School/FTK

    The goal of therapeutic services is to support students experiencing emotional, social, or behavioral challenges that are hindering their academic success. To meet this goal and support their integration into their assigned school site, interns will:

    a. Participate in weekly clinical supervision and training that will be provided by EBAC. The mental health trainee will be supervised by a clinician licensed with the California Board of Behavioral Science, under whose license the trainee will deliver services. The task supervisor for the trainee will be the onsite EBAC EPSDT provider.
    b. Collaborate with school staff and other onsite providers through weekly or bi-weekly participation in Coordination of Services Team (COST) COST meetings as schedules permit.
    c. Act as a mental health resource to school staff and to families of students at their respective sites as needed. Deliver informal mental health consultation services to school personnel.
    d. Explore the possibility of providing mental health support groups for students and/or families on relevant topics as identified by COST members.
    e. Maintain clinical records in accordance with professional standards.
    f. Work collaboratively to share space and maintain client confidentiality.
    g. Provide SLUSD Office of Student and Family Wellness (OSFW) with names and schedules of interns prior to their beginning services and update OSFW as changes in these schedules occur.
    h. Participate in OSFW district-wide intern orientation at beginning of school year and 3 additional trainings on dates to be determined throughout the school year.

Additionally, EBAC agrees to:

i. Ensure that mental health Interns providing services on the school sites submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1
j. Not permit any Intern to come in contact with students until the Department of Justice has ascertained that the mental health I*ntern* has not been convicted of a serious or violent felony.

2. Provide violence prevention workshops to students, families and staff at each of the SLUSD elementary schools. Workshops will be conducted by CAP Training Center staff, a program of EBAC. Trainings will be held on dates TBD. EBAC will contact each site administrator in the fall to schedule trainings and tailor content to the specific needs of the school site. Workshop content will address the following:

   a. The teacher and parent workshops will include information on: the issues and dynamics of child abuse and neglect, definitions and indicators of abuse, information on how to respond to children in crisis, the responsibilities of mandated reporters, resources in your community, the history and philosophy of CAP, a description/demonstration of the role-plays and assault prevention techniques used in the children's workshop. Each elementary school will receive one 2-hour staff training and two 2-hour parent trainings.
   b. The student workshop will consist of: a guided group discussion about the right of every child to live free from abuse, role-plays and demonstration of assault prevention techniques, a post workshop session which allows children to individually review workshop content with CAP Training Center staff on a voluntary basis. Approximately 48 2-hour workshops will be provided to elementary school students (to be divided amongst the 8 elementary schools based on needs of each site).

3. If a child discloses information regarding suspected child abuse to a CAP Training Center staff person, this person will bring any such information to the designated reporting person at the school. The designated reporter will call Children's Protective Services (CPS) or local law enforcement agency as stated in the California Child Abuse Reporting Law, Penal Code Section 11166. If the designated reporter is not available or refuses to report, the CAP Training Center staff person will make the report as required by law. If the CAP Training Center staff person files a Suspected Child Abuse Report (11166PC) with CPS or a law enforcement agency, information regarding to whom the report was made and the type of abuse reported will be made available to the school.

SCREENING REQUIREMENTS:

A. Screening: AGENT (EBAC) will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice and the FBI. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for staff members will be conducted pursuant to the regulations already in use by the AGENT Personnel Policies and Practices. By execution of this MOU, the DISTRICT and AGENT acknowledge that Education Code Section 45125.1 applies to services under the EBAC program. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice and the FBI for a criminal records check.

i. AGENT expressly acknowledges that:
   1. AGENT and all of AGENT'S employees working on the school site must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1;
   2. AGENT shall not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony;
   3. AGENT shall certify in writing to the DISTRICT that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony;
   4. AGENT shall provide to DISTRICT a list of names of its employees who may come in contact with students. The AGENT shall fulfill these requirements at its own expense.

SLUSD, Alameda County Behavioral Health Consultants and Participating SLUSD campus administration will:

1. Conduct outreach to identify those students in need of mental health services.
2. Refer students to mental health services as appropriate and help to facilitate the receipt of referrals by school staff, families and the community through the COST process.
3. Ensure that a private, confidential space is made available for all regularly scheduled mental health service hours.
4. Ensure that the designated mental health space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the EBAC intern is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for intern as needed.
7. Direct concerns regarding intern mental health policies, procedures, and requests for modifications to agreed upon services to the EBAC Program Manager.
8. Designate an official (e.g.: administrator, support staff, counselor) to serve as the liaison between children, parents, staff, CPS, law enforcement and CAP as the need arises. This person will be informed of any cases of suspected child abuse or any other concerns from children that were disclosed to the CAP Training Center staff.
9. Copy and distribute the original Parent Workshop Announcement and Permission Slip, provided by the CAP Training Center. Publicize the Parent Workshop and provide for the participation of agency staff in the Staff Workshop.
10. Sign and return the original Letter of Agreement and Confirmation to the CAP Training Center upon receipt.
11. Submit any fee for service upon receipt of the Request for Payment unless other arrangements have been approved by the CAP Training Center.

12. School will ***immediately notify*** the CAP Training Center of any cancellation and/or changes that need to be made to the workshop schedule by calling Claudia Arce, CAP Program Coordinator at 510.583.0414 ext. 104.
13. School will make alternate arrangements for any child who does not have permission to participate in the workshop.

BILLING AND COLLECTIONS

SLUSD will pay East Bay Agency for Children (EBAC) $10,000 out of district site funds for 3-4 interns. In addition, SLUSD will pay East Bay Agency for Children (EBAC) $9,500 out of school climate funds for the CAP workshops. SLUSD will pay EBAC a total of $19,500.

INSURANCE AND LIABILITY

EBAC will be responsible for liability and malpractice insurance for all EBAC staff. Upon request by SLUSD, EBAC will furnish copies of its Certificate of Insurance which specifies levels of relevant insurance coverage.

EBAC will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, EBAC's performance of its duties under this agreement. SLUSD will indemnify and hold harmless EBAC against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, SLUSD's performance of its duties under this agreement. Each partner will give the other prompt notice of any demand, claim, or suit against it.

DURATION

This agreement shall commence on August 15, 2013 and shall continue for the remainder of the 2013-2014 school year (June 30, 2014).

San Leandro Unified School District	East Bay Agency for Children
_____	_____
Cindy M. Cathey, Superintendent	Beth Schecter, Interim Executive Director
San Leandro Unified School District	East Bay Agency for Children
May _____, 2013	May _____, 2013