MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

TIBURCIO VASQUEZ HEALTH CENTER, INC.

## PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and Tiburcio Vasquez for the purpose of providing a weekly support group for pregnant/parenting SLUSD girls during the 2013-2014 school-year. MOU is effective as of September 1, 2013.

## SERVICES PROVIDED

Tiburcio Vasquez, will:

1. Provide district with 2 group facilitators who will provide weekly 2-hour groups to pregnant and parenting students on the Lincoln campus through *Teen Success Inc. (TSI)*. Requirements for student participation in TSI are as follows:
    - Must be enrolled in or would like to enroll in High School or are attending High School in SLUSD
    - Want to find and get on a path to success
    - Are between the ages of 12 and 19 (must not turn 20 during program)
    - Have one child or are pregnant with their first child
    - Committed to spending one year in program, attend group every week (46 sessions)
2. Provide TSI participants with $10 per session and an additional $100 for every 20 groups attended
3. Provide TSI participants with bus passes as needed
4. TSI Counselors will conduct outreach, in collaboration with Lincoln's school site coordinator/counselor, to inform school staff and students at both Lincoln and San Leandro High main campus about TSI and assist in follow up to students to ensure maximum participation
5. Work collaboratively to share space and maintain client confidentiality.
6. Ensure that counselors providing services on the school site 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
7. Not permit any counselor to come in contact with students until the Department of Justice has ascertained that the counselor has not been convicted of a serious or violent felony.

SCREENING REQUIREMENTS:

A. Screening: AGENT (DSFRC) 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 GEAR UP 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 ASSETS 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.

San Leandro Unified School District/ School Sites will:

1. Identify participants and conduct outreach, in collaboration with TSI group facilitators, to identify potential TSI participants and follow up to ensure maximum and regular participation.
2. Ensure that a private, confidential space is made available for all regularly scheduled TSI groups. This space will be available on the Lincoln campus during the school year and at location TBD during summer of 2014
3. Ensure that the designated TSI group space includes a telephone (or other reliable device or process for calling students from class).
4. Ensure that the TSI group facilitators are provided with a current campus disaster/emergency plan and evacuation procedure protocols.
5. Obtain and distribute keys for TSI group facilitators as needed.
6. Direct concerns regarding and requests for modifications to agreed upon services to the Tiburcio Vasquez TSI Program Manager.

## BILLING AND COLLECTIONS

SLUSD will have no financial obligation for the group services provided by Tiburcio Vasquez. Tiburcio Vasquez will bill SLUSD for fingerprinting fees for group facilitators.

## INSURANCE AND LIABILITY

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

Tiburcio Vasquez will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, Tiburcio Vasquez's performance of its duties under this agreement. SLUSD will indemnify and hold harmless Tiburcio Vasquez 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 September 1, 2013 and shall continue until August 31, 2014.

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

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Dr. Mike McLaughlin
Superintendent
San Leandro Unified School District

Date: _____

Tiburcio Vasquez Health Center, Inc.
22211 Foothill Boulevard
Hayward, CA 94541

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Gina H Schellenberg, M.S. LMFT
Family Support Services Program Director
Tiburcio Vasquez Health Center, Inc.

Date: _____

Tiburcio Vasquez Health Center, Inc
22211 Foothill Boulevard
Hayward, CA 94541

_____
David B. Vliet, MBA
CEO

Date: _____