MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT (SLUSD)

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 supportive services for 1 SLUSD student during the 2015-2016 school-years. MOU is effective as of September 28th, 2015.

SERVICES PROVIDED

East Bay Agency for Children will:

1. **Provide district with 1 Supportive Counselor who will provide supportive services to one (1) SLUSD student identified by the district.** Supportive Counselor will provide 2 hours daily of supportive service to the identified student and to his family. The goal of supportive service is to assist the identified student to improve his school attendance which is hindering his academic success. To meet this goal the Supportive Counselor will:
    a. Collaborate with SLUSD staff to provide a weekly update on the progress of the identified student.
    b. Maintain records in accordance with professional standards.
    c. Maintain client confidentiality.

Additionally, EBAC agrees to:

    d. Ensure that the Supportive Counselor providing services to the identified student submits fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1

    e. Not permit the Supportive Counselor to come in contact with students until the Department of Justice has ascertained that the Supportive Counselor has not been convicted of a serious or violent felony.

2. **If a child discloses information regarding suspected child abuse to the Supportive Counselor, she will bring any such information to the designated reporting person at the school.** The Supportive Counselor 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 Supportive Counselor is not available or refuses to report, an EBAC supervisor will make the report as required by law. If an EBAC 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:

Screening: AGENT (EBAC) will provide the DISTRICT with a Supportive Counselor that has 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.

AGENT expressly acknowledges that:

1. AGENT and all of AGENT'S Supportive Counselor working with the identified student of SLUSD 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 the Supportive Counselor 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 the Supportive Counselor who may come in contact with students have been convicted of a serious or violent felony;
4. AGENT shall fulfill these requirements at its own expense.

San Leandro Unified School District will:

1. Identify the student in need of supportive services.
2. Ensure that the student's family will accept the supportive services from EBAC.
3. Ensure that the EBAC Supportive Counselor is provided with a current district disaster/emergency plan.
4. Direct concerns regarding the Supportive Counselor and requests for modifications to agreed upon services to Nang Cao, Senior Director Intensive Behavioral Health services.

BILLING AND COLLECTIONS

San Leandro Unified School District will pay East Bay Agency for Children (EBAC) a daily rate of $80.00 out of district funds for 2 hours of the work of a Supportive Counselor. EBAC will invoice SLUSD on a monthly basis and this will be bill directly to San Leandro Unified School District: 14735 Juniper St., San Leandro, CA 94579.

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 September 28th, 2015 and shall continue until December 18th, 2015.

AMENDMENT

Due to the need of the identified student, the services agreed in the MOU will continue until March 31st, 2016.

San Leandro Unified School District

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Victoria Forrester, Director of Student Support Services,
Special Education, and Community Wellness
San Leandro Unified School District

_____/_____/2015

East Bay Agency for Children

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Josh Leonard, Executive Director
East Bay Agency for Children

_____/_____/2015