MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

PROJECT EDEN

PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and Project Eden for the purpose of providing Alcohol, Tobacco, and Other Drug (ATOD) services for SLUSD students during the 2015-2016 school year. MOU is effective as of September 1, 2015.

SERVICES PROVIDED

Project Eden will:

1. Provide district with 1 counselor who will provide group and individual ATOD services San Leandro students. Project Eden will also provide weekly supervision and training for the counselor assigned to each school. The counselor will provide ATOD services to students at the following schools:
    - **Lincoln High School (Tuesday: full school day as arranged with site administrator)**
2. Routinely and frequently evaluate the amount of counseling service utilization and delivery hours at the school sites through collaboration with Coordination of Services Team (COST) members and participation in COST meetings as schedules permit.
3. Work collaboratively to share space and maintain client confidentiality.
4. 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.
5. Ensure that counselor providing services on the school site 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
6. Not permit any Intern to come in contact with students until the Department of Justice has ascertained that the mental health *Intern* has not been convicted of a serious or violent felony.

San Leandro Unified School District/ School Sites will:

1. Collaborate with Eden counselor to determine student referral process and criteria for student referral.
2. Refer students to Eden services as appropriate through the Coordination of Services Team (COST) process.
3. Ensure that a private, confidential space is made available for all regularly scheduled counseling hours.
4. Ensure that the designated counseling space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the Project Eden counselor is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for Project Eden counselor as needed.
7. Direct concerns regarding Project Eden policies, procedures, and requests for modifications to agreed upon services to the Project Eden Program Director.

BILLING AND COLLECTIONS

SLUSD will have no financial obligation for the services provided by Project Eden.

INSURANCE AND LIABILITY

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

Project Eden will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, Project Eden's performance of its duties under this agreement. SLUSD will indemnify and hold harmless Project Eden 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, 2015 and shall continue for the remainder of the 2015-2016 school year (June 30, 2016).

San Leandro Unified School District

Mike McLaughlin, Superintendent
San Leandro Unified School District
Date: _____

835 E. 14th Street, 94577
San Leandro, CA 94577-1222

Project Eden

Rochelle Collins, Program Director
Project Eden
Date: 7/24/15

22646 Second Street
Hayward, CA 94541