**MEMORANDUM OF UNDERSTANDING BETWEEN**
**SAN LEANDRO UNFIED SCHOOL DISTRICT**
**AND**
**NATIVE AMERICAN HEALTH CENTER**

## I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between San Leandro ("SLUSD") and (Native American Health Center ("NAHC").

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to SLUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable NAHC to provide said services/program for the school(s) with services to be provided at the Barbara Lee Center for Health and Wellness, ("The BLC") selected in Section II B of the MOU.

## II. SCOPE OF SERVICES

Through its school-based health center, NAHC will partner with identified schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. NAHC will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

A. The school health center will provide the following services:

1. Physical exams/sports physical
2. Diagnosis and treatment of minor illness, injury and medical conditions
3. Immunizations
4. Pregnancy testing, contraception and referral for prenatal care
5. Sexually transmitted infections screening and treatment
6. Dental screening, prevention and treatment
7. Behavioral health counseling
8. Health education for students and families
9. Youth development programs
10. Professional development for school staff
11. Outreach to youth and their families
12. Community-wide health promotion events and activities
13. Case management, including appropriate follow-up and referrals to health and social service providers on and off site.

B. Unless otherwise agreed to in writing by the parties, the services outlined in this agreement will take place at The BLC, located at 2251 Bancroft Ave., San Leandro, CA 94577 for the following schools:
[Fill in school names & addresses]

| SCHOOL | ADDRESS |
|---|---|
| San Leandro High School | 2200 Bancroft Ave., San Leandro, CA 94577 |
| Fred T. Korematsu Campus | 13701 Bancroft Ave., San Leandro, CA 94577 |
| Lincoln Alternative Education Center | 2600 Teagarden St., San Leandro, CA 94577 |
| Bancroft Middle School | 1150 Bancroft Ave., San Leandro, CA 94577 |
| John Muir Middle School | 1444 Williams St., San Leandro, CA 94579 |

C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

1. Develop student's social health/skills
2. Improve student's emotional health
3. Improve student's physical health
4. Help ensure, create, and/or sustain safe, healthy and supportive schools
5. Create accountability for quality

## IV. CONTRACTOR RESPONSIBILITIES

A. **Policies**—Ensure that all NAHC personnel, including subcontractors, will comply with any policy and systems in place at SLUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on SLUSD property. No students, staff, visitors, NAHC staff, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of SLUSD that in connection with NAHC's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the NAHC agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**—NAHC shall abide by and be subject to all applicable SLUSD policies, regulations, statutes or other laws regarding conflict of interest. NAHC shall not hire any SLUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. NAHC agrees to alert SLUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—NAHC shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
5. **Field Trip Policy**: Field Trips, Off Site Events and Off Site Activities – NAHC shall complete the SLUSD field trip application for any field trips and/ or off site events and/or off site activities that take place during the school day. NAHC shall provide each Site Administrator with a schedule of all field trips and/ or off site events and/or off site activities that take place outside of the school day (i.e., after school, weekends, summer).

B. **Required Documents**—Ensure that all NAHC personnel who will be on SLUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Live Scan or a similar service as required by the Education Code; and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.

C. **Insurance**—Provide evidence of general liability insurance that names SLUSD as an additional insured, for operation students, volunteers, and personnel at location where NAHC provides programs/services with at least $1M in coverage, and furnish certificate of said insurance to SLUSD.

D. **Communication**—Communicate with School(s) and SLUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and SLUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or SLUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in NAHC's program.

E. **Confidentiality**—NAHC shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of SLUSD. NAHC will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in NAHC's program as a participant could be made.

F. **Site-Based Agreements**—NAHC shall complete an annual site-based agreement with The BLC where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

## V. SLUSD RESPONSIBILITIES

A. **Space**—Provide suitable space at The BLC at no cost, that has been agreed upon by SLUSD Staff, and NAHC. Proactively lead fire and building clearance inspections and respond in a timely manner to inspector requests.

B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.

C. **Data**—Ensure that NAHC has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with the NAHC's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

## VI. DURATION

The term of this MOU is from 12/2/2015 to 12/31/2016 and automatically renewed until an updated MOU is signed or written notice of termination is received.

## VII. TERMINATION

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

## VIII. HOLD HARMELSS/INDEMNITY

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**NATIVE AMERICAN HEALTH CENTER**

_____ Date: _____

Ana O'Connor, MS, JD, MBA
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(510) 747.3032

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

Approved as to form and procedure by:

_____ Date: _____

[Name], General Counsel

_____ Date: _____

Vince J. Rosato
Board of Education President

_____ Date: _____

Mike McLaughlin, Ed.D.
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