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 behavioral health services and Child Assault Prevention Workshops for SLUSD students, families and staff during the 2016-2017 school year. MOU is effective as of September 15 2016.

East Bay Agency for Children will:

1. **Provide 21 Child Assault Prevention workshops to students, families and/or staff, at SLUSD elementary schools.** Workshops will be conducted by Child Assault Prevention (CAP) staff, a program of EBAC. EBAC will contact the SLUSD to determine which sites and what type of workshops will be offered. Workshop content will include the following:

    a. The teacher and/or 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, a description/demonstration of the role-plays and assault prevention techniques used in the children's workshop.
    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.

3. **If a child discloses information regarding suspected child abuse to an EBAC 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 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.

SLUSD and Participating SLUSD campus administration will:

1. Designate an official (e.g.: administrator, support staff, counselor) to serve as the liaison between children, parents, staff, CPS, law enforcement and EBAC 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 EBAC staff.
2. Copy and distribute the original Parent Workshop Announcement and Permission Slip, provided by EBAC staff. Publicize the Parent Workshop and provide for the participation of agency staff in the Staff Workshop. Provide the space for the workshops.

10. Sign and return the original Letter of Agreement and Confirmation for CAP workshops to the CAP Program Coordinator r upon receipt.
11. Submit any fee for service upon receipt of the Request for Payment unless other arrangements have been approved by EBAC.
12. School will ***immediately notify*** the CAP Program Coordinator 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. 4104.
13. School will make alternate arrangements for any child who does not have permission to participate in the workshop.

SCREENING REQUIREMENTS

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.

BILLING AND COLLECTIONS

SLUSD will pay East Bay Agency for Children (EBAC) $7.500 out of school climate funds for the CAP workshops. SLUSD will pay EBAC a total $7,500.

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 September 15, 2016 and shall continue for the remainder of the 2016-2017 school year (June 30, 2017).

San Leandro Unified School District

Michael Mclaughlin, E.D.
Superintendent
San Leandro Unified School District
September 15, 2016

East Bay Agency for Children



Josh Leonard
Chief Executive Officer
East Bay Agency for Children
September 15, 2016