MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

DAVIS STREET COMMUNITY CENTER INCORPORATED (DSCCI)

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and Davis Street Community Center Incorporated(DSCCI) for the purpose of providing mental health services for SLUSD students during the 2016-2017 school-year. MOU is effective as of August 22nd, 2016.

SERVICES PROVIDED

Davis Street Community Center Incorporated will:

1. Provide district with 7 mental health interns who will provide direct therapeutic services to SL students on school campuses. Students will be referred to individual, family, or group therapy from SLUSD counseling staff, and delivered by a mental health trainee. The goal of therapeutic services is to support students experiencing emotional, social, or behavioral challenges that are hindering their academic success. The mental health trainee will use applicable strength-based and culturally relevant therapeutic interventions and practical strategies/tools that students can utilize at home, school, and in their communities to support a reduction in symptomology.
2. DSCCI will also provide weekly clinical supervision and training for the clinician assigned to each school. The mental health trainee will be supervised by a clinician licensed with the California Board of Behavioral Science, under whose license the trainee will deliver services. Note: If computer access on campus is not available to the clinician for clinical documentation, such documentation will need to occur at the DSCCI office. Interns will provide individual mental health services to students and to their families as appropriate at the following schools:
    - San Leandro High School Including FTK (9th grade campus)
    - McKinley Elementary
    - Monroe Elementary
    - Washington Elementary
    - Jefferson
    - Madison
    - Bancroft
3. Routinely and frequently evaluate the amount of mental health 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.
4. Act as a mental health resource to school staff and to families of students at their respective sites as needed. Deliver informal mental health consultation services to school personnel.
5. Explore the possibility of providing mental health support groups for students and/or families on relevant topics as identified by DSCCI mental health clinician, students, families, and school staff.
6. Maintain clinical records in accordance with professional standards.
7. Work collaboratively to share space and maintain client confidentiality.
8. Provide SLUSD Office with names and schedules of interns prior to their beginning services and update as changes in these schedules occur.
9. Participate in district-wide intern orientation at beginning of school year and 3 additional trainings on dates to be determined throughout the school year.
10. Ensure that mental health Interns 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

11. Not permit any Intern to come in contact with students until the Department of Justice has ascertained that the mental health I*ntern* has not been convicted of a serious or violent felony.

SCREENING REQUIREMENTS:

A. Screening: AGENT (DSCCI) 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.

SLUSD, Alameda County Behavioral Health Consultants and Participating SLUSD campus administration will:

1. Conduct outreach to identify those students in need of mental health services.
2. Refer students to mental health services as appropriate and help to facilitate the receipt of referrals by school staff, families and the community through the COST process.
3. Ensure that a private, confidential space is made available for all regularly scheduled mental health service hours.
4. Ensure that the designated mental health space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the DSCCI clinician is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for DSCCI intern as needed.
7. Direct concerns regarding DSCCI mental health policies, procedures, and requests for modifications to agreed upon services to the DSCCI Program Manager.

BILLING AND COLLECTIONS

SLUSD will pay Davis Street Community Center Incorporated$4,000 per intern for a total of **$28,000**. The remainder of costs will be covered by Davis Street Primary Care Clinic.

INSURANCE AND LIABILITY

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

DSCCI will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, DSCCI's performance of its duties under this agreement. SLUSD will indemnify and

hold harmless DSCCI 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 August 22, 2016 and shall continue for the remainder of the 2016-2017 school year (June 30, 2017).

San Leandro Unified School District

Mike McLaughlin, Ed.D, Superintendant
San Leandro Unified School District
August _____, 2016

Davis Street Community Center Incorporated

Rose Padilla Johnson, Chief Executive Officer
Davis Street Community Center Incorporated
August 31, 2016

MEMORANDUM OF AGREEMENT BETWEEN
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
Davis Street Community Center Incorporated (DSCCI)

This Memorandum of Agreement ("the Agreement") is entered into on this 30 day of August, 2016 by and between the San Leandro Unified School District ("the District") and DSCCI "the Contractor" for the purpose of disclosing personally identifiable information (PII) from student data records in order to facilitate the provision of behavioral health services to students within the District (hereinafter "services").

I. PARTIES. The San Leandro Unified School District is a local educational agency, authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99.

DSCCI is a provider of behavioral health services.

II. PURPOSE. The purpose of the Agreement is to document the terms under which the District is authorized to disclose to the Contractor personally identifiable student information for the provision of services, and to designate the Contractor as the authorized representative of the District consistent with applicable federal and state laws concerning access to and confidentiality of student record information including FERPA. As described herein, the Contractor, as the District's authorized representative, may have temporary, read-only access to PII within the District's AIRES Student Information System, for use in the provision of services identified in this Agreement and any addenda to it. A description of services, Exhibit A, is attached hereto.

III. AUTHORITY. Consistent with the federal Family Educational Rights and Privacy Act (FERPA) § 99.31, the District may disclose personally identifiable information from an education record of a student without the consent required by § 99.30 if the disclosure meets one or more of the following conditions: (A) The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests. (B) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—(1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

The District designates the Contractor as its authorized representative for the purposes of disclosing student information, including personally identifiable information, for use in the provision of services as described above.

All services referred to above shall be described in addenda to this Agreement, which shall include service information including but not limited to the scope of services, data that will be disclosed to the Contractor, temporary custodian appointed by the Contractor, applicable timelines, additional terms and conditions specific to the services, and requirements for communication and reporting to the District.

V. TERMS AND CONDITIONS. To effect the transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, the Contractor agrees to:

1. In all respects, comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific services conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.

2. For purposes of services provided and for ensuing the Contractor's compliance with the terms of this Agreement and all applicable state and federal laws, the Contractor designates Dr. Alvarez (Provider Lead) as the temporary custodian of the District's data. The District shall provide read-only access to student data within the District's AIRES Student Information System for the provision of services to the named temporary custodian. For the purposes of this agreement, student data shall mean that data set (or a subset of the data set) defined in Exhibit B, attached hereto.

3. Use data shared under the Agreement for no purpose other than the services described in this Agreement, and as authorized under 34 CFR § 99.31(a)(6)(i). This Agreement or addenda shall not be construed to authorize the Contractor to have access to additional data from the District that is not included in the scope of the Agreement or under the terms of the services described in the addenda to it, or to govern access to the data by entities other than the Parties. The Contractor further agrees not to share data received under the Agreement with any other entity without prior written approval from the District. The Contractor understands that the Agreement does not convey ownership of data to the Contractor.

4. Require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. The Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, intern, or agency with access to data pursuant to the Agreement. The Contractor is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than completing the Contractor's work as authorized by the District consistent with this Agreement and addenda to it.

5. Not amend or alter the scope, design, format, or description of services provided by the Contractor, except as consistent with the Agreement and any addenda to it, without prior written notice to the District.

6. Maintain all data received pursuant to the Agreement separate from all other data files and not copy, reproduce, or transmit data obtained pursuant to the Agreement except to the Contractor's own agents acting for, or on behalf of the District and as necessary to fulfill the purpose of the services described in the attached addenda. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of the Agreement and addenda to it in the same manner as the original data disclosed by the District to the Contractor. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from the District to any other individual, institution, or entity.

7. Not disclose data contained under the Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the District, or authorized employees, contractors, and agents of the Contractor working as the District's authorized representative on the services approved by the District consistent with this Agreement and described in addenda to it. Persons participating in the approved services on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group.

8. Not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).

9. Destroy all data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes the Contractor to maintain data beyond the time period reasonably needed to complete the services described in the addenda to this agreement. Upon termination of the Agreement and addenda to it as authorized by the District, whichever occurs first, the Contractor will return all data files and hard copy records to the District and purge any copies of data from its possession and/or computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b) and 99.35(b)(2). The Contractor agrees to require all employees, contractors, or agents of any kind working on the provision of services to comply with this provision. No other entity is authorized to continue using data obtained under the Agreement upon termination of the Agreement and services described in addenda to it.

The District agrees to:

1. Provide reasonable notification to the Contractor of any changes in District policies regarding limits on the use of confidential data and, as agents of the District, shall either affirmatively agree to uphold these policies or relinquish access to the data.

VII. RELATED PARTIES. The Contractor represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance and destruction or return of data, all related or associated institutions, individuals, employees, interns or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

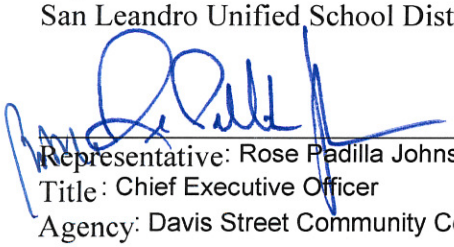
VIII. TERM. This Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until completion of the project described herein, or until canceled by either party upon 30 days written notice, whichever occurs first. The Agreement is renewable upon written approval by the authorized representative of each party.

IX. NOTIFICATION. The Contractor shall immediately notify the District of any release and/or breach of any confidential data received from the District, and take immediate steps to limit and/or prohibit disclosure, or further disclosure, of the confidential data.

IIX. This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the District and the Contractor, and in a manner consistent with applicable State and Federal laws.

Mike McLaughlin, Ed.D
Superintendent of Schools
San Leandro Unified School District

Date



8/30/16

Representative: Rose Padilla Johnson
Title: Chief Executive Officer
Agency: Davis Street Community Center Incorporated

Date

Attachments:

Exhibit A: Description of Services
Exhibit B: Definition of Student Data

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Davis Street Community Center Inc (DSCCI)

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: DSCCI

Mr ROSE PADILLA JOHNSON
[Authorized Representative]

Title: CHIEF EXECUTIVE OFFICER

Date: 8.31.16

For the SLUSD:

_____
[Superintendent or Designee]

Title: _____

Date: _____

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Miro Kuroda	7/20/16	7/28/16
Daniel Fenton	8/10/16	8/17/16
Aditi Sacheti	pending	11/17/15 (Chest x-ray Clearance good for 3 years)
Kimberley Lee	8/9/16	8/5/16
Hannah Da Cruz	8/17/16	8/4/16
Josie Guerra	8/5/16	8/30/16
Laura Jarvis	8/4/16	8/4/16

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: _____

By: _____ Date: 8/26/16
(authorized signatory)

Name: Adele McKelley-Alvarez Title: Behavioral Health Director

San Leandro Unified School District
Behavioral Health Provider Agreements

The Behavioral Health Provider agrees to:

a. Attend COST (provider or assigned representative)
b. Receive referrals from COST Process ONLY
c. Maintain accurate and current caseload numbers
d. In the best interest of the child, and as it relates to academic success, share treatment progress, case updates, provide clinical insight and offer suggestions for interventions for any student discussed at COST
e. Immediate and efficient follow-through with referrals (i.e. open a case within two weeks of receiving of referral, and report back to COST Coordinator if unable)
f. Work collaboratively with COST members to address whole school culture (Tier 1-3), as well as individual student needs
g. Share in holding COST meetings as confidential entities
h. Collaborate and consult with COST members in seeking solutions for supporting the whole child
i. Provide and maintain transparency of schedule (time on campus and direct service hours)
j. Provide appropriate outside referrals and report to COST if client does not meet agency eligibility or provider is unable to serve client
k. Direct communication with COST Coordinator and Behavior Health Consultant with concerns/questions
l. Attend provider meetings and workshops to increase collaboration and strengthen partnerships.

The Behavioral Health provider will maintain agreements, by:

- Engaging in professional relationships with Teachers, Staff, Administrators, and the Behavioral Health Consultant
- Establishing agency as a visible part of the school culture by attending lunchtime, after school programs, etc.
- Ensuring that all students have access; and, understand that group therapy is essential and highly encouraged I appropriate for the site and provider
- Providing opportunities for teacher trainings, parent education and school wide improvement efforts as needed
- Providing classroom, playground, or community consultation to teachers as needed
- Providing a level of crisis work (5150's, CPS, Emergencies) and education to school staff and parents
- Participating in COST and the overall vision of full-service community schools

CBO (Community Based Organization) Representative

Carole M. Kindley-Weaver	Behavioral Health Director		8/25/16
Printed Name	***Title***	***Signature***	***Date***

Attach a signed copy to the MOU

ADDENDUM

Data Disclosure Agreement
Memorandum of Understanding between
San Leandro Unified School District
and

_____

	PROVIDER NAME	SCHOOL SITE
1		
2		
3		
4		
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