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 for SLUSD students, families and staff during the 2016-2017 school year. MOU is effective as of August 17, 2016.

SERVICES PROVIDED

East Bay Agency for Children will:

1. **Provide district with 3 mental health trainees who will provide direct therapeutic services to SL students on school campuses.** Trainees will provide individual and group mental health services (when appropriate) to students and to their families 3 days per week at the following schools:

    - Wilson Elementary School
    - Bancroft Middle School
    - San Leandro High School/FTK

    Each trainee will be able to see 3 non-MediCal clients and 5 MediCal clients during the school year. The goal of therapeutic services is to support students experiencing emotional, social, or behavioral challenges that are hindering their academic success. To meet this goal and support their integration into their assigned school site, interns will:

    a. Participate in weekly clinical supervision and training that will be provided by EBAC. The mental health trainee will be supervised by a supervisor licensed with the California Board of Behavioral Science, under whose license the trainee will deliver services.
    b. Collaborate with school staff and other onsite providers through weekly participation in Coordination of Services Team (COST) COST meetings.
    c. 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.
    d. Explore the possibility of providing mental health support groups for students and/or families on relevant topics as identified by COST members.
    e. Maintain clinical records in accordance with professional standards.
    f. Work collaboratively to share space and maintain client confidentiality.
    g. Provide SLUSD Office of Student and Family Wellness (OSFW) with names and schedules of interns prior to their beginning of services and update OSFW as changes in these schedules occur.

h. Participate in OSFW district-wide trainee orientation at beginning of school year and 3 additional trainings on dates to be determined throughout the year.

Additionally, EBAC agrees to:

i. Ensure that mental health trainee providing services on the school sites 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
j. Not permit any trainee to come in contact with students until the Department of Justice has ascertained that the mental health trainee has not been convicted of a serious or violent felony.

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 EBAC intern is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for intern as needed.
7. Direct concerns regarding intern mental health policies, procedures, and requests for modifications to agreed upon services to the EBAC Program Director.

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) $30,000 out of district site funds for 3 trainees. Payments will be made as follows: $15,000 to be paid by October 14, 2016 and $15,000 to be paid by April 14, 2017.

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 August 17, 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
August 3, 2016

East Bay Agency for Children

Roger A. Ailshie
Chief Financial Officer
East Bay Agency for Children
August 5, 2016