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 supportive services for 1 SLUSD student during the 2016-2017 school-years. MOU is effective as of October 15th, 2016.

SERVICES PROVIDED

East Bay Agency for Children will:

1. **Provide district with 1 Supportive Counselor who will provide supportive services to one (1) SLUSD student identified by the district.** Supportive Counselor will provide 4 hours daily, 3 days a week, of supportive service to the identified student. The goal of supportive service is to assist the identified student to improve his school attendance which is hindering his academic success. To meet this goal the Supportive Counselor will:
    a. Collaborate with SLUSD staff to provide a weekly update on the progress of the identified student.
    b. Maintain records in accordance with professional standards.
    c. Maintain client confidentiality.

Additionally, EBAC agrees to:

    d. Ensure that the Supportive Counselor providing services to the identified student 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

    e. Not permit the Supportive Counselor to come in contact with students until the Department of Justice has ascertained that the Supportive Counselor has not been convicted of a serious or violent felony.

2. **If a child discloses information regarding suspected child abuse to the Supportive Counselor, she will bring any such information to the designated reporting person at the school.** The Supportive Counselor 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 Supportive Counselor is not available or refuses to report, an EBAC supervisor will make the report as required by law. If an 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.

SCREENING REQUIREMENTS:

Screening: AGENT (EBAC) will provide the DISTRICT with a Supportive Counselor that has 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.

AGENT expressly acknowledges that:

1. AGENT and all of AGENT'S Supportive Counselor working with the identified student of SLUSD 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 the Supportive Counselor 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 the Supportive Counselor who may come in contact with students have been convicted of a serious or violent felony;
4. AGENT shall fulfill these requirements at its own expense.

San Leandro Unified School District will:

1. Identify the student in need of supportive services.
2. Ensure that the student's family will accept the supportive services from EBAC.
3. Ensure that the EBAC Supportive Counselor is provided with a current district disaster/emergency plan.
4. Direct concerns regarding the Supportive Counselor and requests for modifications to agreed upon services to Nang Cao, Senior Director Intensive Behavioral Health services.

BILLING AND COLLECTIONS

San Leandro Unified School District will pay East Bay Agency for Children (EBAC) an hourly rate of $45.00 out of district funds for the work of a Supportive Counselor. EBAC will invoice SLUSD on a monthly basis and this will be bill directly to San Leandro Unified School District: 14735 Juniper St., San Leandro, CA 94579.

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 October 15th, 2016 and shall continue until April 15th, 2017.

San Leandro Unified School District

Victoria Forrester, Director of Student Support Services,
Special Education, and Community Wellness
San Leandro Unified School District

_____/_____/2016

East Bay Agency for Children

Josh Leonard, Chief Executive Officer
East Bay Agency for Children

10/17/2016

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND East Bay Agency for Children

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: East Bay Agency for Children **For the SLUSD:**

[Authorized Representative]

Title: Associate Director of HR
Date: 11-9-2016

[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
Claudia Arce	1-3-2013	12-26-2012
Joel Gonzalez	2-13-2014	2-15-2013
Sibyl Meza	12-17-2013	4-8-2016

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: East Bay Agency for Children

By: _____ Date: 11-9-2016
(authorized signatory)

Name: Kevin Darby Title: Associate Director of HR