

**AGREEMENT BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT
AND CITY OF HAYWARD FOR
YOUTH AND FAMILY SERVICES BUREAU PROGRAM**

THIS AGREEMENT is dated for convenience this 1st day of July 2020, by and between the HAYWARD UNIFIED SCHOOL DISTRICT, Hayward, California, hereinafter referred to as DISTRICT, and the CITY OF HAYWARD, a municipal corporation, hereinafter referred to as CITY.

WHEREAS, the provision of youth and family support services is an essential element for a positive educational environment; and,

WHEREAS, the wellbeing of students on school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for the behavioral health needs of students; and,

WHEREAS, the presence of Youth and Family Service Bureau (hereinafter, "YFSB") staff on school campuses, allows for an array of support services to be provided to students, families and staff such as the coordination of services between providers and school staff; the dissemination of information on behavioral health services and resources; crisis intervention services; and site-based mental health services;

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

A. RESPONSIBILITIES OF THE CITY AND THE DISTRICT

1. The CITY agrees to allocate one designated Youth and Family Service Bureau Service Provider (hereinafter, "SERVICE PROVIDER") as liaison to coordinate with each of the three DISTRICT high schools and one DISTRICT continuation school as part of the DISTRICT Coordination of Service Teams (hereinafter, "COST"). Additionally, dependent on staffing availability, SERVICE PROVIDERS may be designated to the five DISTRICT middle schools. The SERVICE PROVIDER function and duties are more particularly described in the attached Exhibit A.
2. The CITY agrees to provide crisis intervention services to the DISTRICT. As staffing permits, the CITY will provide on-site support during critical incidents and emergencies necessitating Police Department response.
3. Any additional SERVICE PROVIDER support provided to the DISTRICT will be mutually agreed upon by the DISTRICT and the CITY, and will be dependent upon staffing availability and Police Department resources.
4. The CITY agrees to furnish normal equipment for SERVICE PROVIDERS who provide these services.

5. The DISTRICT will make office space available at each campus with the prior approval of the school site Principal for the provision of services as permitted under the terms of this Agreement.
6. The parties recognize and acknowledge that the mission of the DISTRICT is to serve all students and their families and provide them with the opportunity for equitable access and participation in the DISTRICT's schools and education programs and further recognize that undocumented students have the same right as U.S. citizens to attend public schools. The parties will work in collaboration to further this mission and to foster an atmosphere in which all families feel welcome and safe on DISTRICT campuses.
7. The CITY will investigate all written complaints it receives from students or parents or from the District on behalf of any students or parents regarding the actions or performance of its employees in carrying out their duties as SERVICE PROVIDERS during school time. Concerns from the District will be submitted in writing through the Superintendent's Office and the site and district staff will work in collaboration with the Police Department to support and provide evidence as needed through the investigation. The CITY's investigation will be conducted in accordance with its own applicable rules and procedures.

B. CONSIDERATION

No payment shall be made to either party by the other party as a result of this MOU.

C. AGREEMENT ADMINISTRATOR

The Hayward Police Department's Youth and Family Services Bureau Administrator, acting through the Investigations Division Captain or other designated representative, is the CITY'S administrator for this Agreement. The CITY'S designated representative will communicate with the DISTRICT on all matters related to the administration of this Agreement. When this Agreement refers to approvals from the CITY, those communications will be with the designated representative, unless otherwise specified.

Written communication to the CITY shall be sent to:

City of Hayward Police Department
Attn: Emily Young, Administrator
Youth and Family Services Bureau
300 West Winton Avenue
Hayward, CA 94544

Written communication to the DISTRICT shall be sent to:

Hayward Unified School District
Attn: Chien Wu-Fernandez, Associate Superintendent
Student and Family Services

24411 Amador Street
Hayward, CA 94544

D. CONTROL AND JURISDICTION

Coordination, counseling, crisis intervention, prevention, and education activities will take place at the three District high schools and the continuation school, and at public meeting places within the respective communities located in the City of Hayward, as such activity relates to the above schools.

The SERVICE PROVIDERS will remain under the direction and control of the Hayward Police Department at all times. The COUNSELORS employment rights, promotional and training opportunities and fringe benefits shall not be abridged by the Hayward Police Department.

E. TERM

The term of this Agreement is three years, beginning July 1, 2020 through June 30, 2023 (three fiscal years for both parties). Services at the above schools will be provided during the school year, including summer school session. Options to renew this Agreement shall be in writing and by consent of the CITY and the DISTRICT as permitted by law.

This Agreement may be terminated, at any time, in writing, by either the CITY or the DISTRICT.

F. AMENDMENTS

The CITY or DISTRICT may from time to time require amendments to the Agreement or changes to the services under this Agreement. Such changes which are mutually agreed upon by and between CITY and DISTRICT shall be in writing.

It is mutually understood and agreed that no substantive alteration or variation of the terms of this Agreement shall be valid unless made in writing, approved, and signed by both the CITY and the DISTRICT.

G. GENERAL TERMS AND CONDITIONS; CONTROLLING LAW, DISPUTE RESOLUTION, INDEMNIFICATION AND HOLD HARMLESS

It is expressly understood and agreed by the CITY and the DISTRICT that the laws of the State of California shall govern the parties and the interpretation of this Agreement shall be initiated exclusively in the courts of the state of California. The parties shall participate in and share the costs of a mutually acceptable form of alternative dispute resolution prior to instituting a civil action related to this Agreement. The prevailing party in a civil action arising out of this Agreement shall be entitled to recover reasonably attorney fees and costs of suit.

All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest, and assigns.

The DISTRICT agrees to indemnify and hold harmless the CITY, its employees, officers, agents, and representatives, from any and all costs, losses, damages, and attorney's fees for the injury or death of any person or property damage caused or claimed to be caused by any active or passive negligent acts or omissions, misconduct, or criminal acts by the DISTRICT, its employees, officers, agents, and representatives.

The CITY agrees to indemnify and hold harmless the DISTRICT, its employees, officers, agents, and representatives, from any and all costs, losses, damages, and attorney's fees for the injury or death of any person or property damage caused or claimed to be caused by any active or passive negligent acts or omissions, misconduct, or criminal acts by the City, its employees, officers, agents, and representatives.

IN WITNESS WHEREOF, the CITY and DISTRICT have caused the Agreement to be signed on their behalf by duly authorized representatives on the dates set forth below.

CITY OF HAYWARD

By: _____	_____	_____
Kelly McAdoo	Date	Toney Chaplin
City Manager		Chief of Police

Approved as to form:

Attest:

By: _____	_____	_____
City Attorney	Date	City Clerk

HAYWARD UNIFIED SCHOOL DISTRICT

By: _____	_____	_____
Dr. Matt Wayne	Date	
Superintendent		

Exhibit A

YOUTH AND FAMILY SERVICES BUREAU PROGRAM

BASIC FUNCTION

The Youth and Family Services Bureau (YFSB) offers a variety of programs and services to support students, families and staff in the Hayward Unified School District. YFSB will work closely with the school staff to provide services, as staffing and resources permit, which fill gaps in student access to support services and meet the needs identified by the District. This relationship will provide for improved coordination between District schools and YFSB services.

REPRESENTATIVE DUTIES

YFSB will assign a representative to the Coordination of Service Team (COST) at the three District high schools and one continuation school. The assigned SERVICE PROVIDER will attend COST meetings at least one time per month and accept referrals for counseling and case management services to be offered at YFSB's main offices in the Police Department. As staffing permits, services may be offered at the referring school site. The SERVICE PROVIDER will provide status updates on the referrals back to the COST, unless consent is not given by the student and/or parent/guardian.

YFSB staff will provide crisis intervention, risk assessment and recommendations when other site supports are unavailable. As staffing permits, the CITY will provide on-site support services during critical incidents and emergencies necessitating Police Department response. Services may include assisting District crisis teams in triaging which students are most impacted by trauma, serving as an intake counselor of traumatized students, staffing safe rooms for students and staff, providing referrals for counseling and other community resources for students, parents, and staff, and conducting group interventions with students and staff, as needed. Requests for crisis intervention services shall be made to the YFSB Counseling Supervisor (or designee).

As staffing availability and Police Department resources permit, YFSB staff will participate as a member of the School Attendance Review Board, offering resources and support to address issues of truancy.

As staffing availability and Police Department resources permit, YFSB may offer site based behavioral health services. Sites will be selected by the District based on service gaps and assessed need. If site based services are offered, YFSB will provide qualified professional staff to accomplish mental health and other support services which may include individual and family therapy, group therapy, mental health consultation, life skills education, restorative justice, advocacy and case management for eligible students. Staffing and service provision may be adjusted to match the need at the school site.

YFSB will provide mental health services as guided by professional ethics and will maintain records independent of school records, in accordance with applicable law. As mandated reporters, YFSB staff will submit Suspected Child Abuse Reports as necessary. In the spirit of collaboration, YFSB staff will notify the school principal (or designee) of all relevant life events, including mandated reports, as clinically appropriate to support school success.