

**MEMORANDUM of UNDERSTANDING**  
**BETWEEN**  
**HAYWARD UNIFIED SCHOOL DISTRICT**  
**AND**  
**PROJECT EDEN/HORIZON SERVICES, INC.**

**PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between Hayward Unified School District (HUSD) and Project Eden/Horizon Services, Inc for the purpose of providing Alcohol, Tobacco, and Other Drug (ATOD) services for HUSD students during the 2015-2016 school-year. MOU is effective as of September 17, 2015.

**SERVICES PROVIDED**

**Project Eden will:**

1. Provide district with 3 counselors who will provide group and individual ATOD services to Hayward students, including education presentations and prevention and early intervention services. Project Eden will provide parent education presentations upon request to all district schools. Project Eden will also provide weekly supervision and training for the counselor assigned to each secondary school. The counselor will provide ATOD services to students at the following schools:
  - Three High Schools:
    - Brenkwitz High Campus: 4 – 6 hours per week (9 am to 3 pm)
    - Hayward High Campus: 4 – 6 hours per week (9 am to 3 pm)
    - Tennyson High Campus: 4 - 6 hours per week (9 am to 3 pm)
    - Mt Eden High Campus: 4 - 6 hours per week (9 am to 3 pm)
  - Two Middle Schools:
    - Bret Harte Middle School: 4 - 6 hours per week (9 am to 3 pm)
    - Winton Middle School: 4 – 6 hours per week (9 am to 3 pm)
2. Routinely and frequently evaluate the amount of counseling 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.
3. Provide ATOD services to Hayward students, families, faculty, administrators and staff regarding as needed. Those services will include: Parent Workshops, Teacher/Faculty/Staff In-Service Trainings, attendance at school back to school nights, health fairs, etc.
4. Work collaboratively to share space and maintain client confidentiality.
5. Provide HUSD Student & Family Services (SFS) with names and schedules of counselors/interns prior to their beginning services and update SFS as changes in these schedules occur.
6. Not permit any Counselor/Intern to come in contact with students until the Department of Justice has ascertained that the ATOD Counselor/*Intern* has not been convicted of a serious or violent felony.

**Hayward Unified School District/ School Sites will:**

1. Collaborate with Project Eden counselor to determine student referral process and criteria for student referral.
2. Refer students to Project Eden services as appropriate through the Coordination of Services Team (COST) process.
3. Ensure that a private, confidential space is made available for all regularly scheduled counseling hours.
4. Ensure that the designated counseling space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the Project Eden counselor is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for Project Eden counselor as needed.
7. Direct concerns regarding Project Eden policies, procedures, and requests for modifications to agreed upon services to the Project Eden Program Director.

**BILLING AND COLLECTIONS**

HUSD will have no financial obligation for the services provided by Project Eden until further notice.

**INSURANCE AND LIABILITY**

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

Project Eden will indemnify and hold harmless HUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, Project Eden's performance of its duties under this agreement. HUSD will indemnify and hold harmless Project Eden against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, HUSD'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 17, 2015 and shall continue for the remainder of the 2015-2016 school year (June 30, 2016).

**Hayward Unified School District**

**Project Eden/Horizon Services, Inc.**

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Stanley Dobbs, Superintendent  
Hayward Unified School District  
September \_\_\_\_\_, 2015  
24411 Amador Street  
Hayward, CA 94544

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Rochelle U. Collins, Program Director  
Project Eden/Horizon Services, Inc  
September \_\_\_\_\_, 2015  
22646 Second Street  
Hayward, CA 94541