

**MEMORANDUM OF UNDERSTANDING**  
Between  
**NOVATO UNIFIED SCHOOL DISTRICT**  
And  
**BAY AREA COMMUNITY RESOURCES**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Bay Area Community Resources ("Agency") for the purpose of providing school-based counseling services to students. District and Agency are hereafter referred to as "the Parties."

**1. Services**

Agency will provide the services to the District as outlined below or as specified in Attachment A ("Services").

Pre-licensed Counseling Services at Novato High- 5 days per week for 36 weeks (1 or 2 staff)  
Pre-licensed Counseling Services at San Marin High- 5 days per week for 36 weeks (1 or 2 staff)  
Pre-licensed Counseling Services at San Ramon Elementary- 1 staff-3 days per week for 36 weeks  
Pre-licensed Counseling Services at Olive Elementary- 1-staff-3 days per week for 36 weeks  
Pre-licensed Counseling Services at Marin Oaks High- 1 staff-12 hours per week for 36 weeks  
One Clinical intern at Marin Oaks High- 16 hrs per week for 36 weeks

Services include individual and group counseling, family outreach and consultation, crisis intervention and other clinical services as requested by the NUSD and site school administrators.

Each day of counseling services will include 6 hours of direct student/family service and 2 hours of collateral contact, school and agency meetings and/or paperwork.

**In support of the program BACR will provide**

- Site/District administrator with the choice in selecting and evaluating coordinator/counselors
- Agency clinical supervision for counselor
- Professional treatment planning and record keeping
- End of year report on cumulative student progress and outcome attainment
- Frequent and ongoing agency communication with school principals and district administrator to assess program
- As-needed training and consultation for counselor
- Additional agency support and back-up in crisis situations

In connection with the services provided by Agency hereunder, the District agrees to provide the following to Agency and its employees providing services hereunder:

**In support of the program, Novato Unified School District and the targeted schools will provide:**

- Adequate work space with access to computer, phone and photocopier
- Direct and timely communication with school staff and principal
- Confidential room appropriate for counseling
- Access to student information through the NUSD data system
- Release time for BACR meetings and trainings
- Inclusion in SST, IEP's and other student meetings when appropriate
- School sponsored staff development as available and appropriate

**2. Payment**

The total cost for the services provided hereunder shall be **\$ 195,772.00**. Payment shall be made as follows: 4 equal payments of \$48,943. Payable on Sept. 15, 2016, Dec 15, 2016, March 15, 2017 and June 15, 2017.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016 to June 30, 2017. This MOU may be terminated by either party hereto upon thirty (30) days' written notice to the other party for any reason. In case of emergency, misconduct or other material breach of this MOU, the District may immediately terminate this MOU upon written notice to Agency. In the event of termination under this section, Agency shall no longer provide the services contemplated hereunder, and the District shall compensate Agency for services previously performed and unpaid (calculated on a per diem basis based on the amount of days of service previously performed in relation to the total number of days contemplated under this MOU), but District shall be entitled to reimbursement of any amount already paid to Agency but not earned under this per diem formula.

**4. Employment Relationship**

Agency shall be solely responsible for the recruitment, training, provision, and supervision of any adult person(s) providing services to the District's students hereunder. Agency shall be the sole employer of the individuals performing services hereunder for the benefit of the District. Agency shall be solely responsible for paying staff salaries, salary related costs, and benefits, if any, of its employees providing services hereunder. Agency will maintain worker's compensation insurance for each of its employees as required by law.

The District does not have an employment relationship with Agency or its service providers (employees). The District shall not be considered to be the employer of any individuals providing services hereunder for any purpose whatsoever. The District shall not be liable for any compensation, wages, or expenses of Agency or its employees in connection with providing services hereunder. Agency hereby acknowledges its understanding of the above provisions.

## 5. **Legal Assurances**

No employee of Agency shall be allowed to commence services hereunder until Agency has provided and the District has received and approved this Agreement, and until Agency has provided to District, for each individual service provider, all of the following:

a. Fingerprinting and criminal background investigation certification

b. Tuberculosis clearance

Agency shall ensure that each of its employees providing services hereunder observes and complies with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations, including by not limited to confidentiality provisions in the California Education Code and the federal Family Educational Rights and Privacy Act ("FERPA"). Agency agrees that it will not share, or permit its employees to share, with any person information concerning any student other than as expressly authorized under law.

Agency understands and acknowledges that the District is a local educational agency as that term is defined by federal law, including the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act. In addition to obligating local educational agencies ("LEAs") to accommodate disabled persons in accessing their programs and facilities, LEAs are required to actively and systematically seek out and serve students with disabilities ("child find"), to ensure they receive a free, appropriate public education under the standards of each Act. Agency has been informed of and represents they understand these obligations, and will contact District any time any student receiving services under this agreement is suspected of being disabled as set forth in applicable law. Agency will ensure that its employees' services are coordinated with individual students' IEP team or Section 504 team, if applicable. Failure to do so will result in Agency assuming liability associated with any allegations that the District failed in its child find responsibilities by virtue of participation in services provided by Agency.

Agency agrees to ensure that its employees providing services hereunder abide by all rules and restrictions applicable to visitors to the school campus. Agency's employees shall not interfere with or contradict any instruction or school activity provided by District staff, and shall not engage in any acts that would disrupt school activities.

## 6. **Indemnification/Hold Harmless**

To the furthest extent permitted by California law, Agency shall release from liability, defend, indemnify and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting, solely from the acts of Agency or its adult support service provider(s) (employees), whether negligent or purposeful, in the execution or performance of the services or this MOU. This indemnification/hold harmless excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of District or its employees and officers.

To the furthest extent permitted by California law, District shall release from liability, defend, indemnify and hold free and harmless the Agency, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in

law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting, solely from the acts of District or its employees or officers, whether negligent or purposeful, in the execution or performance of the services or this MOU. This indemnification/hold harmless excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of Agency or its employees.

**7. Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

**8. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California and shall be enforceable in any court of competent jurisdiction located in California.

**9. Approval**

This MOU must be approved by the District's Board of Education ("Board") and is not effective until approved by the Board.

**10. Litigation**

Any suggestions, concerns or disagreements with regard to the District's provision of services or Agency's employees' provision of services to District students shall be addressed between Agency and the District in an effort to amicably resolve said matter(s). Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**11. Counterparts**

This Agreement may be executed in counterparts. A copy or original of this document with all signature pages appended together will be deemed a fully executed, original agreement.

**12. Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties concerning the subject matter hereof. This Agreement may not be modified in any respect except by a writing duly executed and approved by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

**AGENCY:**

Martin Weinstein  
By: Martin Weinstein  
Title: CEO

Dated: 6/15/2016

**DISTRICT:**

\_\_\_\_\_  
By:  
Title:

Dated: \_\_\_\_\_

**APPROVED BY DISTRICT GOVERNING BOARD: [DATE]**