

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/LYNWOOD ELEMENTARY SCHOOL**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: Lynwood Elementary School**

**Contact: Andrew (Andy) Cline, Principal**

**Address: 1320 Lynwood Drive, Novato, CA 94947**

**Number of days: Counseling Intern/Trainee to provide 4 days of counseling/week, on agreed upon days on the school campus Monday-Friday. No counseling services on Wednesday.**

**Length of service: 36 weeks, August 2016-June 2017**

**See Attachment A on page 5 for scope of services; in addition to other deliverables as mutually agreed upon as part of the PreK-3rd Grade Promoting Early School Success initiative and Marin Community Foundation grant agreement.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$22,000**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director

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

**DISTRICT:**

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

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

**SCHOOL:**

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

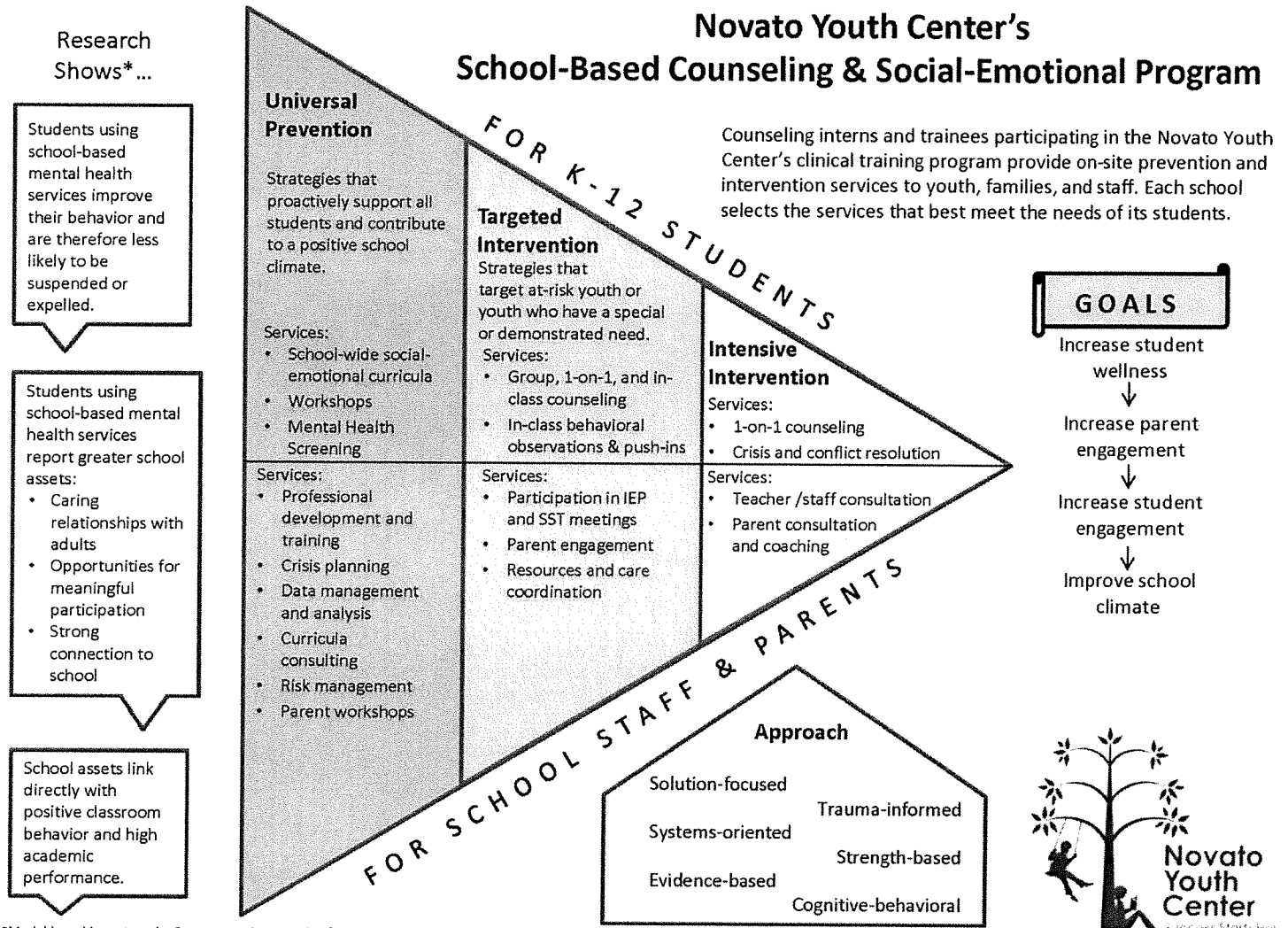
Dated: 8-19-16

## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.

For students who indicate issues related to drug and alcohol use, which is often also linked to depression and anxiety, counselors provided an evidence-based brief intervention model. Students have the option of continuing in school-based counseling for their other co-occurring issues. "Crisis Interventions" are defined as: CPS, Suicide Assessment, 5150s.

- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
- The Agency will serve clients from diverse ethnic and socio-economic backgrounds with a wide range of presenting challenges and strengths. The Agency offers services that respect each individual's racial identity, cultural background, and personal lifestyle; this year we have a strategic goal to further build cultural competence. Children/adolescents are also seen individually in schools in order to help counselors work with them to better identify their treatment goals. We also know that profound changes are more attainable when working within the context of the family and with other influential people in the child's life such as their principal, teacher, and other key school staff members.
- Interns and trainees will work under the direction of the Agency's Clinical Director Debra Collins, licensed Marriage and Family Therapist. The Counseling team is comprised of: LMFT Clinical Director, LMFT Clinical Supervisors, LMFT Clinic Family Therapist, Counseling Coordinator Intern, Administrative Coordinator (bilingual), and Trainees and Post-Master MFT Interns. We recruit interns and trainees from seven local accredited universities; two of which are from the California State University system. The agency seeks to attract bilingual interns and trainees as possible. All training and both group and individual supervision is provided weekly by licensed and accredited Clinical Supervisors. The bilingual Administrative Coordinator assists in the day-to-day functioning of the Counseling Program from the NYC main site, as well as maintains and assists with the statistics collected monthly that captures demographics and outcome statistics.
- The Agency operates the Internship Program for interns (post-graduate) and trainees (in practicum) and offers ongoing education and clinical support related to working with youth and families. Training from the Agency involves building a strong foundation in school based approaches and family/systems therapy. Interns/trainees utilize evidence-based tools for assessment and treatment. Examples of treatment models are: Seeking Safety (drug /alcohol and trauma), Cognitive/Behavioral (depression/anxiety), Solution Focused (problem solving), Coping Cat (anxiety), Positive Discipline for the classroom, Brief Intervention (drug and alcohol), Motivational interviewing (problem solving, goal setting), social skills groups. Counselors also work in collaboration with other school-based and school-linked services.
- The Agency will use the following risk management approach for delivering the service.

From a risk management perspective, we implement criteria for risk evaluation. NYC interns/trainees are educated in best practice criteria following both legal and ethical guidelines put forth by the Behavioral Board of Science Examiners. NYC has comprehensive liability insurance coverage through NIAC, and their Clinical Supervisor contractors hold malpractice insurance and are certified to be supervisors.

Written parent permission is required for on-going counseling and each school in partnership with the NYC counseling program has a reporting system for CPS/CFS, suicide, and Tarashoff (Harm to Others Law).

Systems are in place at each school site to protect client confidentiality while still providing coordination of care with NUSD staff. A referral process is in place at each school that best meets the needs of the principal, staff, and student population. Principals, teachers, students and parents have an opportunity to refer to counseling. School staff receives written status of their referrals and treatment; parents receive a verbal response by phone or in-person.

Best practices are maintained for mental health, drug and alcohol assessment, treatment goals, and record keeping. Treatment goals allow the student to better understand and participate more fully in their treatment. Parents are apprised of treatment progress and are consulted regarding their students' history and current needs. Teachers and school staff are also included for continuity of care and to ensure student safety.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/PLEASANT VALLEY ELEMENTARY**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: Pleasant Valley Elementary School**  
**Contact: Dana Sadan, Principal**  
**Address: 755 Sutro Ave., Novato, CA 94947**  
**Number of days: Counseling Intern/Trainee to provide 3 days of counseling/week, on agreed upon days on the school campus Monday, Tuesday, Thursday.**  
**Length of service: 36 weeks, August 2016-June 2017**  
**See Attachment A on page 5 for scope of services.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$22,711**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director


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

**DISTRICT:**

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

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

**SCHOOL:**

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

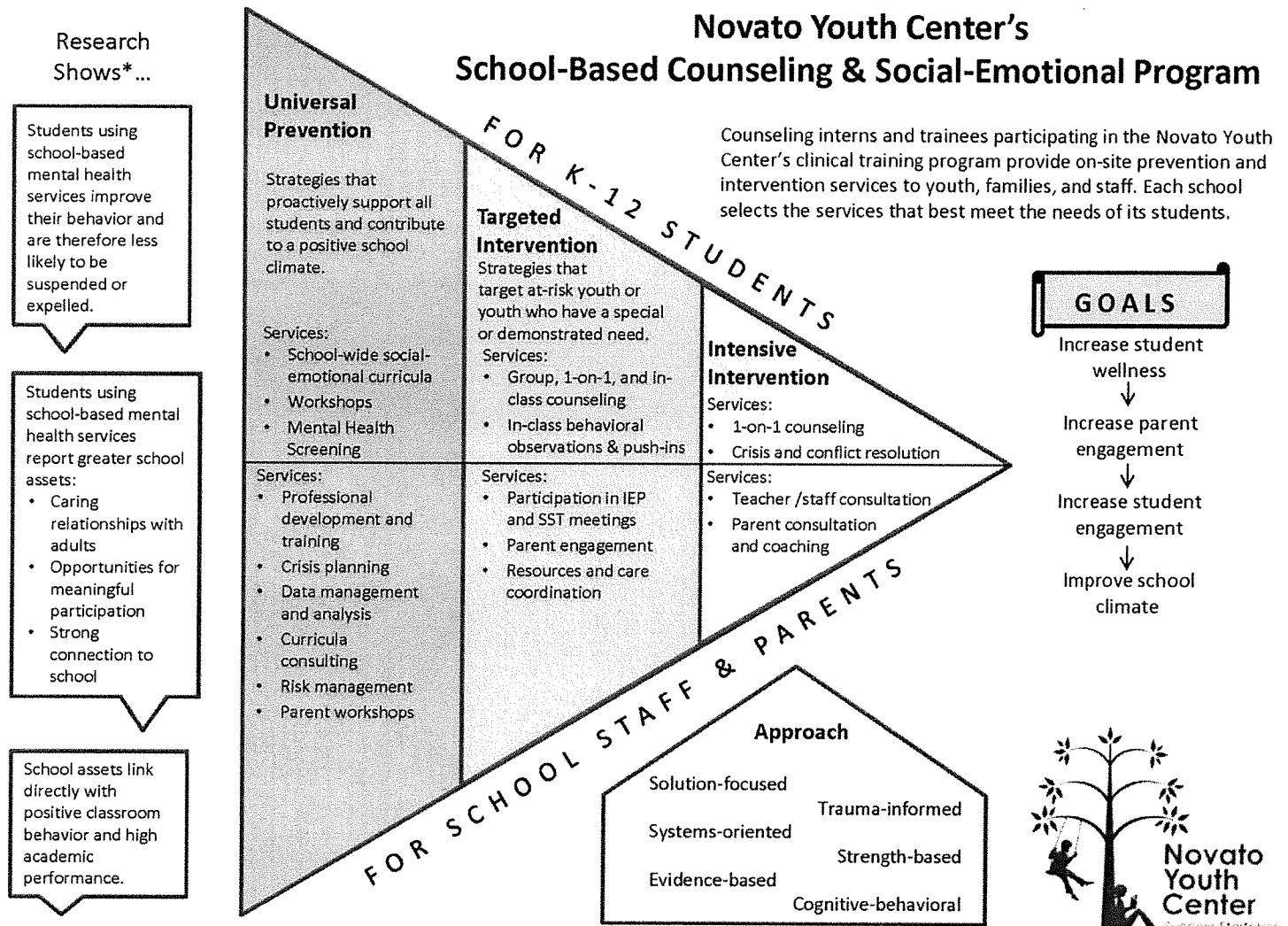
Dated: 8/19/14

## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.

For students who indicate issues related to drug and alcohol use, which is often also linked to depression and anxiety, counselors provided an evidence-based brief intervention model. Students have the option of continuing in school-based counseling for their other co-occurring issues. "Crisis Interventions" are defined as: CPS, Suicide Assessment, 5150s.

- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
- The Agency will serve clients from diverse ethnic and socio-economic backgrounds with a wide range of presenting challenges and strengths. The Agency offers services that respect each individual's racial identity, cultural background, and personal lifestyle; this year we have a strategic goal to further build cultural competence. Children/adolescents are also seen individually in schools in order to help counselors work with them to better identify their treatment goals. We also know that profound changes are more attainable when working within the context of the family and with other influential people in the child's life such as their principal, teacher, and other key school staff members.
- Interns and trainees will work under the direction of the Agency's Clinical Director Debra Collins, licensed Marriage and Family Therapist. The Counseling team is comprised of: LMFT Clinical Director, LMFT Clinical Supervisors, LMFT Clinic Family Therapist, Counseling Coordinator Intern, Administrative Coordinator (bilingual), and Trainees and Post-Master MFT Interns. We recruit interns and trainees from seven local accredited universities; two of which are from the California State University system. The agency seeks to attract bilingual interns and trainees as possible. All training and both group and individual supervision is provided weekly by licensed and accredited Clinical Supervisors. The bilingual Administrative Coordinator assists in the day-to-day functioning of the Counseling Program from the NYC main site, as well as maintains and assists with the statistics collected monthly that captures demographics and outcome statistics.
- The Agency operates the Internship Program for interns (post-graduate) and trainees (in practicum) and offers ongoing education and clinical support related to working with youth and families. Training from the Agency involves building a strong foundation in school based approaches and family/systems therapy. Interns/trainees utilize evidence-based tools for assessment and treatment. Examples of treatment models are: Seeking Safety (drug /alcohol and trauma), Cognitive/Behavioral (depression/anxiety), Solution Focused (problem solving), Coping Cat (anxiety), Positive Discipline for the classroom, Brief Intervention (drug and alcohol), Motivational interviewing (problem solving, goal setting), social skills groups. Counselors also work in collaboration with other school-based and school-linked services.
- The Agency will use the following risk management approach for delivering the service.

From a risk management perspective, we implement criteria for risk evaluation. NYC interns/trainees are educated in best practice criteria following both legal and ethical guidelines put forth by the Behavioral Board of Science Examiners. NYC has comprehensive liability insurance coverage through NIAC, and their Clinical Supervisor contractors hold malpractice insurance and are certified to be supervisors.

Written parent permission is required for on-going counseling and each school in partnership with the NYC counseling program has a reporting system for CPS/CFS, suicide, and Tarashoff (Harm to Others Law).

Systems are in place at each school site to protect client confidentiality while still providing coordination of care with NUSD staff. A referral process is in place at each school that best meets the needs of the principal, staff, and student population. Principals, teachers, students and parents have an opportunity to refer to counseling. School staff receives written status of their referrals and treatment; parents receive a verbal response by phone or in-person.

Best practices are maintained for mental health, drug and alcohol assessment, treatment goals, and record keeping. Treatment goals allow the student to better understand and participate more fully in their treatment. Parents are apprised of treatment progress and are consulted regarding their students' history and current needs. Teachers and school staff are also included for continuity of care and to ensure student safety.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/SINALOA MIDDLE SCHOOL**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: Sinaloa Middle School**

**Contact: James Larson, Principal**

**Address: 2045 Vineyard, Novato, CA 94947**

**Number of days: Counseling Intern/Trainee to provide 4 days of counseling/week, on agreed upon days on the school campus Monday-Friday. No counseling services on Wednesday.**

**Length of service: 36 weeks, August 2016-June 2017**

**See Attachment A on page 5 for scope of services.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$30,281**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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 but 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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director

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

**DISTRICT:**

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

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

**SCHOOL:**

\_\_\_\_\_  
By: Jim Lonsaer  
Title: Principal

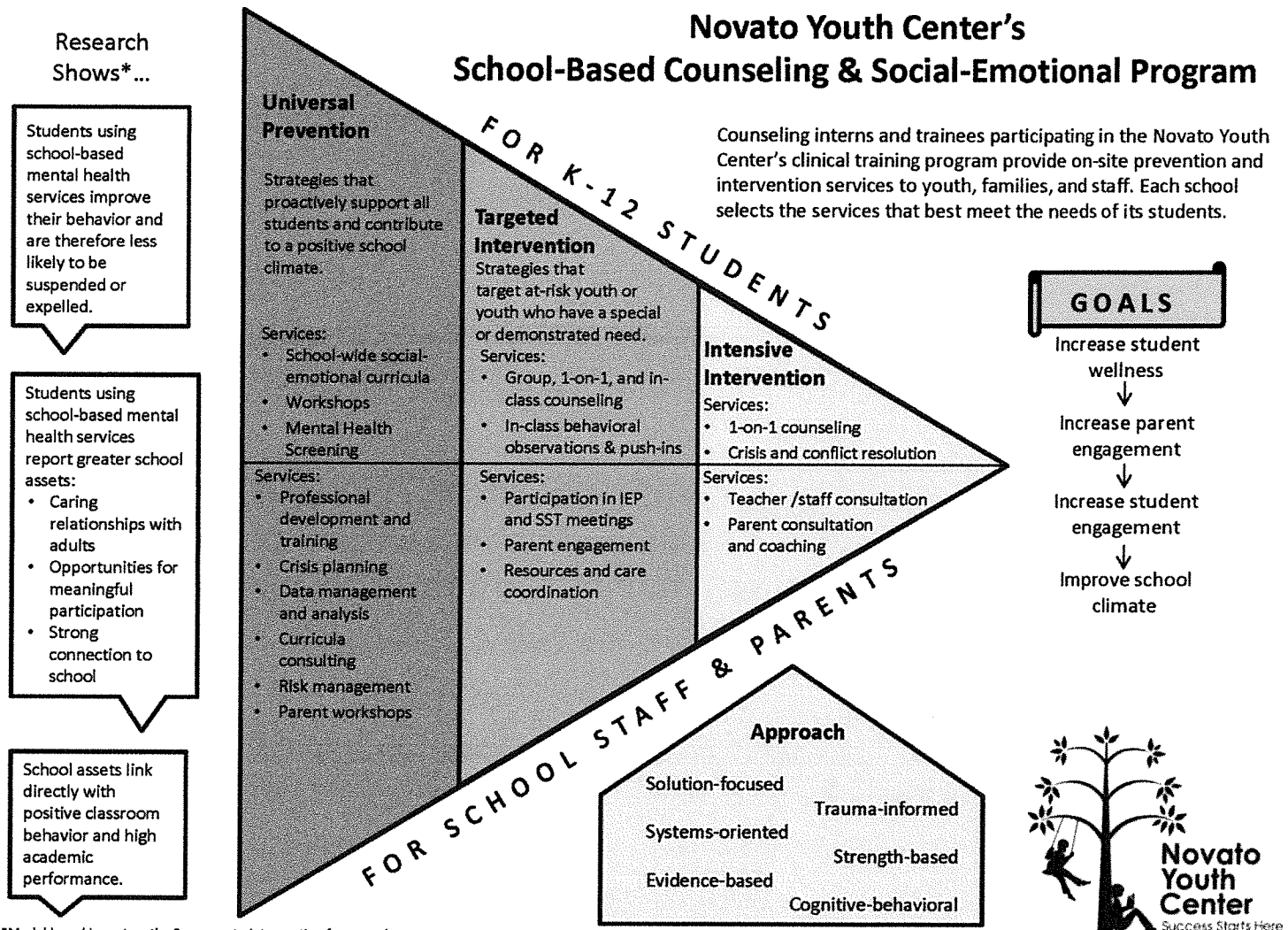
Dated: 8/19/16

## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.

For students who indicate issues related to drug and alcohol use, which is often also linked to depression and anxiety, counselors provided an evidence-based brief intervention model. Students have the option of continuing in school-based counseling for their other co-occurring issues. "Crisis Interventions" are defined as: CPS, Suicide Assessment, 5150s.

- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
- The Agency will serve clients from diverse ethnic and socio-economic backgrounds with a wide range of presenting challenges and strengths. The Agency offers services that respect each individual's racial identity, cultural background, and personal lifestyle; this year we have a strategic goal to further build cultural competence. Children/adolescents are also seen individually in schools in order to help counselors work with them to better identify their treatment goals. We also know that profound changes are more attainable when working within the context of the family and with other influential people in the child's life such as their principal, teacher, and other key school staff members.
- Interns and trainees will work under the direction of the Agency's Clinical Director Debra Collins, licensed Marriage and Family Therapist. The Counseling team is comprised of: LMFT Clinical Director, LMFT Clinical Supervisors, LMFT Clinic Family Therapist, Counseling Coordinator Intern, Administrative Coordinator (bilingual), and Trainees and Post-Master MFT Interns. We recruit interns and trainees from seven local accredited universities; two of which are from the California State University system. The agency seeks to attract bilingual interns and trainees as possible. All training and both group and individual supervision is provided weekly by licensed and accredited Clinical Supervisors. The bilingual Administrative Coordinator assists in the day-to-day functioning of the Counseling Program from the NYC main site, as well as maintains and assists with the statistics collected monthly that captures demographics and outcome statistics.
- The Agency operates the Internship Program for interns (post-graduate) and trainees (in practicum) and offers ongoing education and clinical support related to working with youth and families. Training from the Agency involves building a strong foundation in school based approaches and family/systems therapy. Interns/trainees utilize evidence-based tools for assessment and treatment. Examples of treatment models are: Seeking Safety (drug /alcohol and trauma), Cognitive/Behavioral (depression/anxiety), Solution Focused (problem solving), Coping Cat (anxiety), Positive Discipline for the classroom, Brief Intervention (drug and alcohol), Motivational interviewing (problem solving, goal setting), social skills groups. Counselors also work in collaboration with other school-based and school-linked services.
- The Agency will use the following risk management approach for delivering the service.

From a risk management perspective, we implement criteria for risk evaluation. NYC interns/trainees are educated in best practice criteria following both legal and ethical guidelines put forth by the Behavioral Board of Science Examiners. NYC has comprehensive liability insurance coverage through NIAC, and their Clinical Supervisor contractors hold malpractice insurance and are certified to be supervisors.

Written parent permission is required for on-going counseling and each school in partnership with the NYC counseling program has a reporting system for CPS/CFS, suicide, and Tarashoff (Harm to Others Law).

Systems are in place at each school site to protect client confidentiality while still providing coordination of care with NUSD staff. A referral process is in place at each school that best meets the needs of the principal, staff, and student population. Principals, teachers, students and parents have an opportunity to refer to counseling. School staff receives written status of their referrals and treatment; parents receive a verbal response by phone or in-person.

Best practices are maintained for mental health, drug and alcohol assessment, treatment goals, and record keeping. Treatment goals allow the student to better understand and participate more fully in their treatment. Parents are apprised of treatment progress and are consulted regarding their students' history and current needs. Teachers and school staff are also included for continuity of care and to ensure student safety.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/SAN JOSE MIDDLE SCHOOL**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: San Jose Middle School**

**Contact: Justin Mori, Principal**

**Address: 1000 Sunset Pkwy., Novato, CA 94947**

**Number of days: Counseling Intern/Trainee to provide 4 days of counseling/week, on agreed upon days on the school campus Monday-Friday. No counseling services on Wednesday.**

**Length of service: 36 weeks, August 2016-June 2017**

**See Attachment A on page 5 for scope of services.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$30,281**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director

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

**DISTRICT:**

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

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

**SCHOOL:**

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

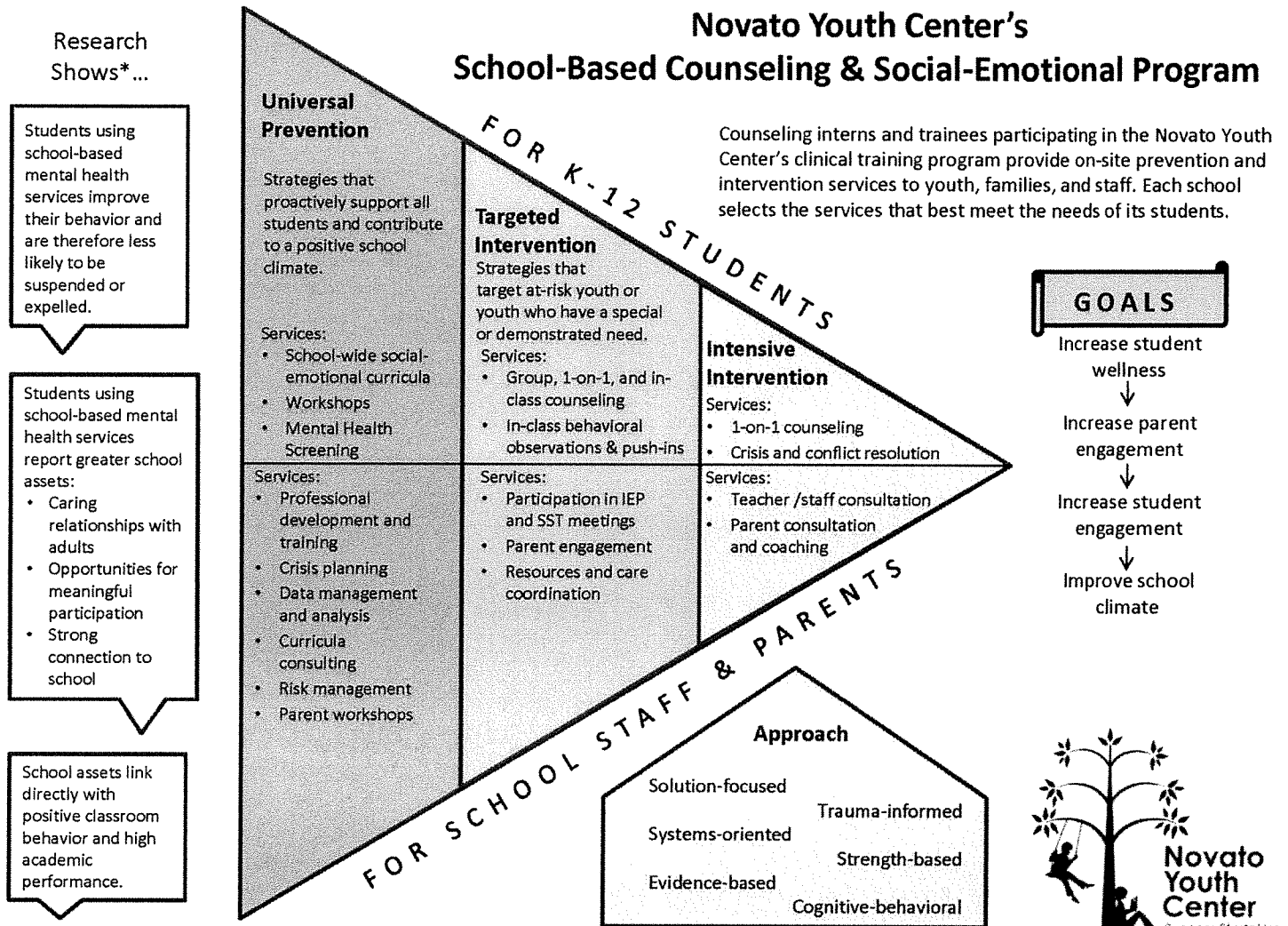
Dated: \_\_\_\_\_

## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.

For students who indicate issues related to drug and alcohol use, which is often also linked to depression and anxiety, counselors provided an evidence-based brief intervention model. Students have the option of continuing in school-based counseling for their other co-occurring issues. "Crisis Interventions" are defined as: CPS, Suicide Assessment, 5150s.

- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
- The Agency will serve clients from diverse ethnic and socio-economic backgrounds with a wide range of presenting challenges and strengths. The Agency offers services that respect each individual's racial identity, cultural background, and personal lifestyle; this year we have a strategic goal to further build cultural competence. Children/adolescents are also seen individually in schools in order to help counselors work with them to better identify their treatment goals. We also know that profound changes are more attainable when working within the context of the family and with other influential people in the child's life such as their principal, teacher, and other key school staff members.
- Interns and trainees will work under the direction of the Agency's Clinical Director Debra Collins, licensed Marriage and Family Therapist. The Counseling team is comprised of: LMFT Clinical Director, LMFT Clinical Supervisors, LMFT Clinic Family Therapist, Counseling Coordinator Intern, Administrative Coordinator (bilingual), and Trainees and Post-Master MFT Interns. We recruit interns and trainees from seven local accredited universities; two of which are from the California State University system. The agency seeks to attract bilingual interns and trainees as possible. All training and both group and individual supervision is provided weekly by licensed and accredited Clinical Supervisors. The bilingual Administrative Coordinator assists in the day-to-day functioning of the Counseling Program from the NYC main site, as well as maintains and assists with the statistics collected monthly that captures demographics and outcome statistics.
- The Agency operates the Internship Program for interns (post-graduate) and trainees (in practicum) and offers ongoing education and clinical support related to working with youth and families. Training from the Agency involves building a strong foundation in school based approaches and family/systems therapy. Interns/trainees utilize evidence-based tools for assessment and treatment. Examples of treatment models are: Seeking Safety (drug /alcohol and trauma), Cognitive/Behavioral (depression/anxiety), Solution Focused (problem solving), Coping Cat (anxiety), Positive Discipline for the classroom, Brief Intervention (drug and alcohol), Motivational interviewing (problem solving, goal setting), social skills groups. Counselors also work in collaboration with other school-based and school-linked services.
- The Agency will use the following risk management approach for delivering the service.

From a risk management perspective, we implement criteria for risk evaluation. NYC interns/trainees are educated in best practice criteria following both legal and ethical guidelines put forth by the Behavioral Board of Science Examiners. NYC has comprehensive liability insurance coverage through NIAC, and their Clinical Supervisor contractors hold malpractice insurance and are certified to be supervisors.

Written parent permission is required for on-going counseling and each school in partnership with the NYC counseling program has a reporting system for CPS/CFS, suicide, and Tarashoff (Harm to Others Law).

Systems are in place at each school site to protect client confidentiality while still providing coordination of care with NUSD staff. A referral process is in place at each school that best meets the needs of the principal, staff, and student population. Principals, teachers, students and parents have an opportunity to refer to counseling. School staff receives written status of their referrals and treatment; parents receive a verbal response by phone or in-person.

Best practices are maintained for mental health, drug and alcohol assessment, treatment goals, and record keeping. Treatment goals allow the student to better understand and participate more fully in their treatment. Parents are apprised of treatment progress and are consulted regarding their students' history and current needs. Teachers and school staff are also included for continuity of care and to ensure student safety.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/RANCHO ELEMENTARY**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: Rancho Elementary School**  
**Contact: Angela Kriesler, Principal**  
**Address: 1430 Johnson St, Novato/CA 94947**  
**Number of days: Counseling Intern/Trainee to provide 3 days of counseling/week, on agreed upon days on the school campus Tuesday, Thursday, Friday**  
**Length of service: 36 weeks, August 2016-June 2017**  
**See Attachment A on page 5 for scope of services.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$22,711**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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 but 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.

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**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**

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**11. Counterparts**

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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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director

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

**DISTRICT:**

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

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

**SCHOOL:**

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

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

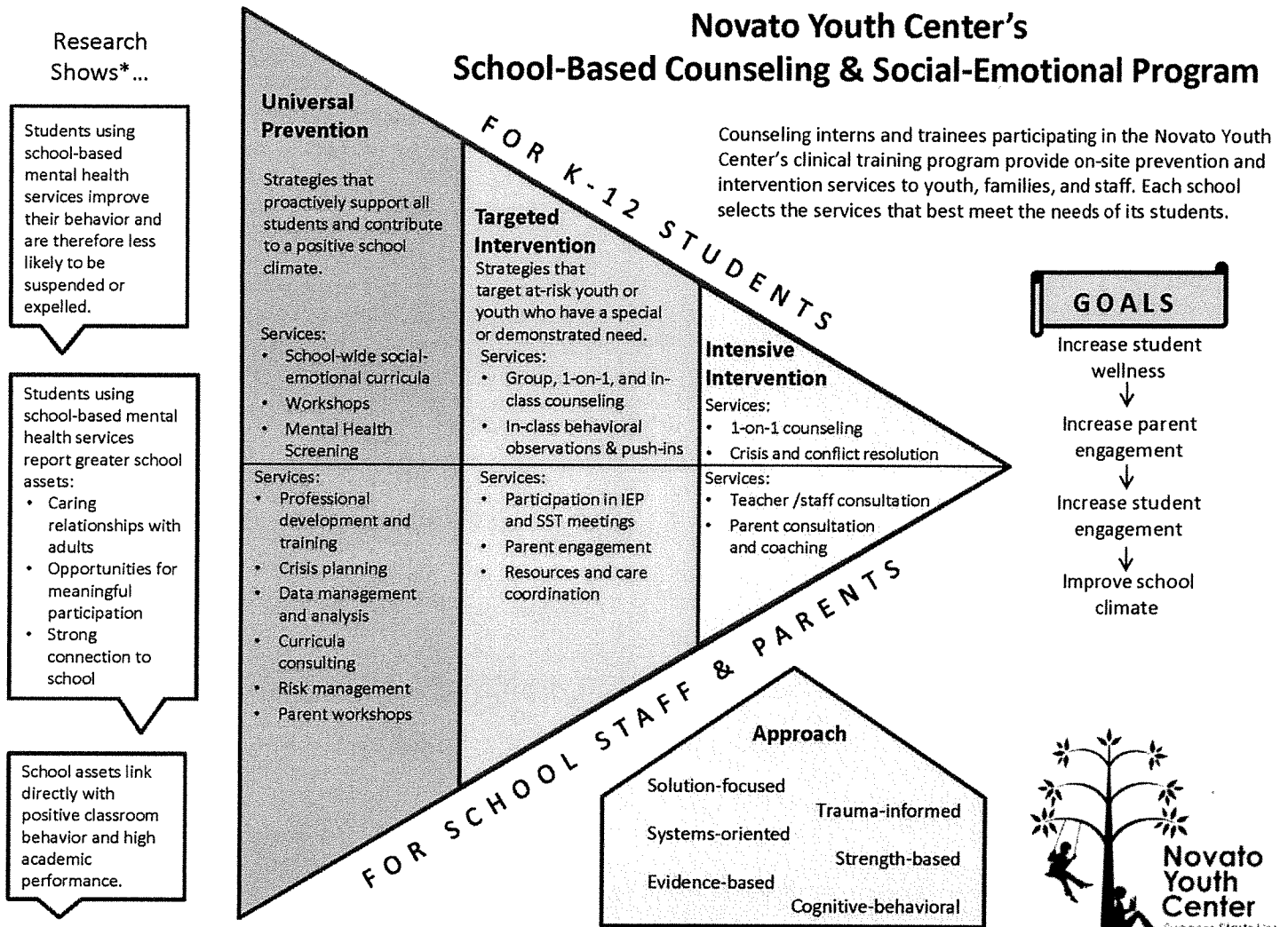


## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.

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- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
- The Agency will serve clients from diverse ethnic and socio-economic backgrounds with a wide range of presenting challenges and strengths. The Agency offers services that respect each individual's racial identity, cultural background, and personal lifestyle; this year we have a strategic goal to further build cultural competence. Children/adolescents are also seen individually in schools in order to help counselors work with them to better identify their treatment goals. We also know that profound changes are more attainable when working within the context of the family and with other influential people in the child's life such as their principal, teacher, and other key school staff members.
- Interns and trainees will work under the direction of the Agency's Clinical Director Debra Collins, licensed Marriage and Family Therapist. The Counseling team is comprised of: LMFT Clinical Director, LMFT Clinical Supervisors, LMFT Clinic Family Therapist, Counseling Coordinator Intern, Administrative Coordinator (bilingual), and Trainees and Post-Master MFT Interns. We recruit interns and trainees from seven local accredited universities; two of which are from the California State University system. The agency seeks to attract bilingual interns and trainees as possible. All training and both group and individual supervision is provided weekly by licensed and accredited Clinical Supervisors. The bilingual Administrative Coordinator assists in the day-to-day functioning of the Counseling Program from the NYC main site, as well as maintains and assists with the statistics collected monthly that captures demographics and outcome statistics.
- The Agency operates the Internship Program for interns (post-graduate) and trainees (in practicum) and offers ongoing education and clinical support related to working with youth and families. Training from the Agency involves building a strong foundation in school based approaches and family/systems therapy. Interns/trainees utilize evidence-based tools for assessment and treatment. Examples of treatment models are: Seeking Safety (drug /alcohol and trauma), Cognitive/Behavioral (depression/anxiety), Solution Focused (problem solving), Coping Cat (anxiety), Positive Discipline for the classroom, Brief Intervention (drug and alcohol), Motivational interviewing (problem solving, goal setting), social skills groups. Counselors also work in collaboration with other school-based and school-linked services.
- The Agency will use the following risk management approach for delivering the service.

From a risk management perspective, we implement criteria for risk evaluation. NYC interns/trainees are educated in best practice criteria following both legal and ethical guidelines put forth by the Behavioral Board of Science Examiners. NYC has comprehensive liability insurance coverage through NIAC, and their Clinical Supervisor contractors hold malpractice insurance and are certified to be supervisors.

Written parent permission is required for on-going counseling and each school in partnership with the NYC counseling program has a reporting system for CPS/CFS, suicide, and Tarashoff (Harm to Others Law).

Systems are in place at each school site to protect client confidentiality while still providing coordination of care with NUSD staff. A referral process is in place at each school that best meets the needs of the principal, staff, and student population. Principals, teachers, students and parents have an opportunity to refer to counseling. School staff receives written status of their referrals and treatment; parents receive a verbal response by phone or in-person.

Best practices are maintained for mental health, drug and alcohol assessment, treatment goals, and record keeping. Treatment goals allow the student to better understand and participate more fully in their treatment. Parents are apprised of treatment progress and are consulted regarding their students' history and current needs. Teachers and school staff are also included for continuity of care and to ensure student safety.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT/LUSUTTON ELEMENTARY SCHOOL**  
**And**  
**NOVATO YOUTH CENTER**

This memorandum of understanding ("MOU") is entered into by and between the Novato Unified School District ("District") and Novato Youth Center ("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").

**School: LuSutton Elementary School**

**Contact: Bonnie Barron, Principal**

**Address: 1800 Center Road, Novato/CA, 94947**

**Number of days: Counseling Intern/Trainee to provide 4 days of counseling/week, on agreed upon days on the school campus Monday-Friday. No Counseling services on Wednesday.**

**Length of service: 36 weeks, August 2016-June 2017**

**See Attachment A on page 5 for scope of services; in addition to other deliverables as mutually agreed upon as part of the PreK-3rd Grade Promoting Early School Success initiative and Marin Community Foundation grant agreement.**

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

**Work space, access to photocopies and telephone; Access to district student data system; Use of appropriate workspace including access to a computer and internet, confidential office space for counseling; Meeting time with teachers; Principal's (or designee's) time for ensuring coordination of services; Release time for agency meetings and trainings.**

**2. Payment**

The total cost for the services provided hereunder shall be **\$22,000**. Payment shall be made as follows: **Twice a year, December and May**. Agency will pay the interns/trainees stipends.

**3. Duration of Agreement/Termination**

This MOU shall be in effect from July 1, 2016-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 (NUSD to process the background check. The cost will be paid by the Agency's Counseling intern/trainee and reimbursed internally by the Agency).
- 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:**

\_\_\_\_\_  
By: Cheryl Paddack  
Title: Executive Director

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

**DISTRICT:**

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

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

**SCHOOL:**

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

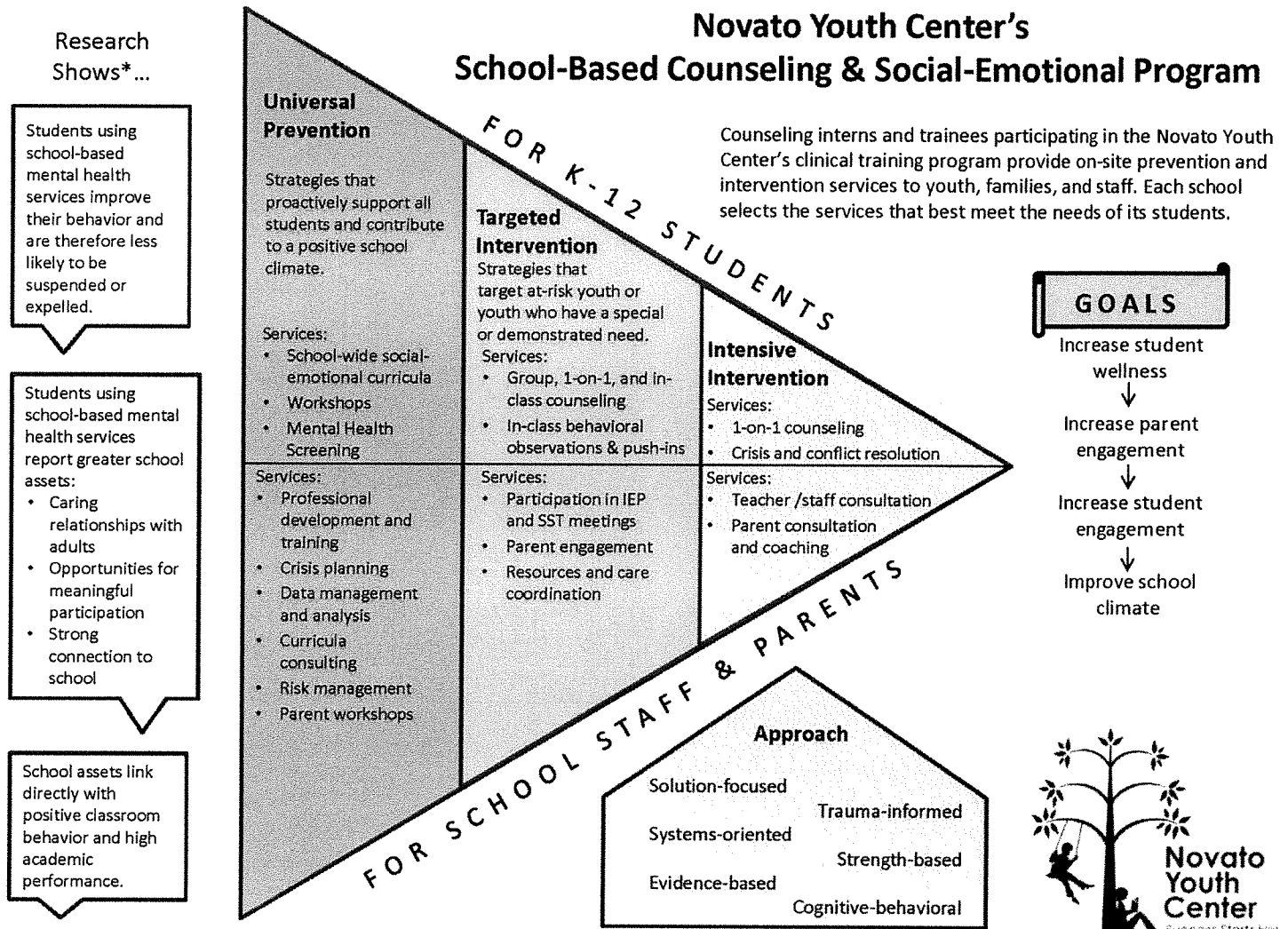
Dated: \_\_\_\_\_

## ATTACHMENT A

Further to the 2016-17 MOU, Attachment A defines the Scope of Services that the Novato Youth Center "Agency" is providing to the Novato Unified School District "District" for the purpose of delivering school-based mental health services.

### Scope of Service Deliverables by Agency:

- Counseling interns and trainees participating in the Novato Youth Center's clinical training program provided three levels of on-site prevention and intervention services to youth, families and staff.



\*Model based in part on the Response to Intervention framework

\*Sources cited in "The Local Control Funding Formula: Maximizing the New School Funding Formula to Expand Health Supports" by the California School-Based Health Alliance

- Students are referred by their teachers, school administrators, and parents initially for school behavior concerns, and this may result in "Interventions" or "Crisis Interventions" performed. "Interventions" are defined as: counseling for issues such as family structure changes (death, divorce, relocation, homeless), challenges with peer relationships, domestic violence, and behavior issues in the classroom. Counselors provided treatment for: depression/sadness, anxiety, school related performance challenges, grief/loss, trauma or PTSD from violence in the home or exposure in the community, and so forth.



For students who indicate issues related to drug and alcohol use, which is often also linked to depression and anxiety, counselors provided an evidence-based brief intervention model. Students have the option of continuing in school-based counseling for their other co-occurring issues. "Crisis Interventions" are defined as: CPS, Suicide Assessment, 5150s.

- Agency provides furniture, toys, games, assessment materials for use on school campuses.
- Other services include providing the intern/trainee with time for documentation, phone calls, brief case management, meetings, and consultations with teachers, administrators and parents.
- School Principal (or designee) and Agency Clinical Director (or designee) will meet regularly at agreed upon times and as necessary to discuss the progress and quality of services provided.
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