

**Dr. Virginia Bassi and Hamilton School  
2019-2020 Memorandum of Understanding**

**Attn:** Dr. Virginia Bassi, PHD  
Partners Counseling

**Contract year:** 2019-2020

**Address:** 1133 Bel Marin Keys Blvd.  
Novato, CA 94949

**Re:** Hamilton School  
5530 Nave Drive  
Novato, CA 94949

**Service 1.**

- Counseling Services (180 days, 5 days a week)
- Counseling Services \$39,000.00

**Service 2.**

- Summer STARS program (20-day summer)
- Max number of students: 20
- Summer counseling services \$12,753
- Starting July 2019

**This memorandum of understanding (MOU) is entered into by and between the Novato Unified School District (District) and Partners Counseling (Agency) for the purpose of providing school-based counseling services to students.**

**1. Services**

Partners Counseling will provide the services to the District as outlined below.

School: Hamilton K-8 School

Contact: Steve Hospodar

Address: 5530 Nave Drive, Novato, California 94949

Number of days: Counselor (equivalent to 1 FTE) to provide 5 days of counseling/week, on agreed upon days on the school campus Monday-Friday.

Length of service: Full year, 200 days

The Partners agree to provide the following 5 days a week for 39 weeks during the school year:

- Counseling services for at-risk students, both individually and in small groups where applicable
  - Students will be referred by school employee/counselor/parent.
  - Administration and Partners Counseling will make the final decision if a student will be admitted into the program.
  - Students will be enrolled in the Partners Counseling based on the level of need.

- Doc of the Day Program with a counselor present 5 days a week.
  - Doc of the Day will be initiated only after school administrators have assessed the student and/or situation.
- Crisis Intervention as needed
- Communication with parents
  - An initial phone call to parents from the Partners Counseling counselor will occur within 1 week of a student being enrolled in the Partners Counseling program.
- Communications with school personnel
  - Initial contact with the classroom teacher from the Partners Counseling counselor will occur within 1 week.
  - Summer student roster will be provided by Partners Counseling. Attendance will be taken daily.
  - Attendance at SSTs and IEPs, as needed

Hamilton School agrees to provide:

- Use of appropriate office space for Counselor and students
- Access to the internet, phone line
- Meeting time with Administrative staff as necessary
- Teacher's manual and student text/workbooks, paper, pencils

## 2. Duration of Agreement/Termination

This MOU shall be in effect from July 1, 2019-July 30, 2020. 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 breaches of this MOU, the District may immediately terminate this MOU upon written notice to Partners Counseling. In the event of termination under this section, Partners Counseling shall no longer provide the services contemplated hereunder, and the District shall compensate Partners Counseling for services previously performed and unpaid (calculated on a per diem basis) based on the number of days of service previously performed in relation to the total number of days contemplated under the MOU, but District shall be entitled to reimbursement of any amount already paid to Partners Counseling but not earned under this per diem formula.

## 3. Compensation

Partners Counseling will be paid a total of \$51,753, billed monthly beginning in August. The Summer Program will be billed at end of services provided and paid in full.

Steve Hospodar, Principal of Hamilton School and Dr. Bassi will meet as necessary to ensure the progress and quality of services and programs provided.

## 4. Employment relationship

Partners Counseling shall be solely responsible for the recruitment, training, provision, and supervision of any adult person providing services to the District students hereunder. Partners Counseling shall be the sole employer of the individuals performing services hereunder for the benefit of the District. Partners Counseling shall be solely responsible for paying staff salaries, salary-related cost, and benefits, if any, of his employees providing services hereunder. Partners Counseling will maintain a Worker's Compensation insurance for each of its employees as required by law.

The District does not have any employment relationship with Partners Counseling 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 Partners Counseling or its employees in connection with providing services hereunder. Partners Counseling hereby acknowledges his understanding of the above provisions.

## 5. Legal Assurance

A. No employee of Partners Counseling shall be allowed to commence services hereunder until Partners Counseling has provided and the district has received and approved this agreement, and until Partners Counseling has provided to District, for each individual service provider, all the following: a. Fingerprinting and criminal background investigations certification (NUSD to process the background check. The cost will be paid by the Partners Counseling intern/trainee and reimburse internally by the Partners Counseling).

### B. Tuberculosis clearance

Partners Counseling shall ensure that each of its employees providing services hereunder observes in compliance 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. Partners Counseling agrees that it will not share, or permit its employees to share, with any personal information concerning any student other than as expressly authorized under law.

Partners Counseling 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 in the individuals with disabilities education act. In addition to obligating local educational agencies to accommodate disabled persons in accessing their programs and facilities, LEA's are required to actively and systematically seek out and serve students with disabilities; to a sure, they receive a free, appropriate public education under the standards of each act. Agencies have been informed of and represent they understand these obligations, and will contact district anytime any student receiving services under this agreement is suspected of being disabled as set forth in applicable law. Agency will ensure that its employee's services are coordinated with individual student IEP team sports section 504 team, if applicable. Failure to do so result in Partners Counseling assuming

Partners Counseling agrees to ensure that its employees providing services hereunder abiding by our rules and restrictions applicable to visitors to the school campus. Partners Counseling employee shall not interfere with or contradict any instruction or schoolwork to be provided by district staff, and shall not engage in any ask that would disrupt school activity.

## 6. Indemnification/hold harmless

To furthest extent permitted by California law, Partners Counseling shall be released from liability, defendant indemnify and hold free and harmless the district, it's agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury of any kind, in law or equity, to property or persons, including personal injury and or death, directly or indirectly arising out of, connected with, or resulting, solely from that acts of agency or it's adult support service providers employees, whether negligent or purposeful, in the execution or performance of the services or the MO you. The identification/hold harmless excludes any claims, demands, causes of action or injuries based on the saw an exclusive contract of the district or its employees and officers.

To the furthest extent permitted by California law, District shall release from liability, defend, identify and hold free and harmless the Partners Counseling, 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, to property or persons, including personal injury and or death, directly or indirectly arising out of, connected with, or resulting, solely from the accident district or its employees or officers, whether negligent or purposeful, in the execution of performance of the services of this MOU.

7. Approval

This MOU must be approved by the district Board of Education and is not effective until approved by the board

8. **This Memorandum of Understanding is in effect for the school year 2019-2020. Changes to the agreement may be made with the agreement of both parties.**

Signatures:

\_\_\_\_\_  
Dr. Virginia Bassi or designee

\_\_\_\_\_  
Steve Hospodar, Principal, Hamilton School

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Partners Program