Stanwood Camano School District #401

26920 Pioneer Hwy.
Stanwood, WA 98292-9548
360-629-1200
www.stanwood.wednet

INSTRUCTIONAL SERVICES

Lloy Schaaf

Assistant Superintendent of Teaching and Learning

MEMORANDUM

To: Stanwood-Camano School District Board of Directors

Fr: Lloy Schaaf, Ed.D.

Re: Approval of the Agreement between Stanwood-Camano School District and Island

County

Date: November 3, 2020

Please find the attached Agreement between Stanwood-Camano School District and Island County. This Agreement allows the District to collaborate with behavioral health services of Island County.

Island County will employ, supervise and be responsible for compensation of the behavioral health professional.

RECOMMENDATION: That the School Board approve the Agreement between Stanwood-Camano School District and Island County.

AGREEMENT between ISLAND COUNTY And STANWOOD-CAMANO SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Island County, hereinafter referred to as "County", and Stanwood-Camano School District, hereinafter referred to as "District." In consideration of the terms and conditions contained herein, Island County and the District do mutually agree to enter a contractual relationship as described in this Agreement.

IT IS THE PURPOSE OF THIS AGREEMENT TO allow the District to collaborate with the behavioral health services of the County. These services will be behavioral health related and will serve students and parents from Island County. The County shall employ a behavioral health professional, supervise this person, and be responsible for compensations of this person.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. The period of performance of this Agreement shall be in effect from October 15, 2020 September 30, 2021 and will be reviewed and can be extended on an annual basis.
- 2. The County will offer Child and Family supports as part brief services (less than 4 sessions). These services can include
 - Referrals to the Human Services program for students and families in need of behavioral health support, parenting support and economic support (rent/utilities/other). This intervention can include supporting referrals to ongoing behavioral health care and other programing to support students and families.
 - Wellness checks for disengaged students. This can include students who are minimally participatory or considered truant. This can support some evaluation of wellbeing and needs, as well as distributing school meals or supplies in conjunction with these visits.
 - Grantee agrees to refer students (with parental consent per FERPA) who are at risk of leaving the educational system and/or not completing their high school education due to poor attendance or non-attendance to identified program contact
 - Support Groups for identified needs (Parents, adolescents, school staff, etc)
 - Offering therapy groups to students as appropriate. This could include virtual (zoom) groups as needed
 - Collaborating with administrators and teachers to provide behavioral health presentations. This could include suicide prevention curriculum, stress management skills, wellness habits, etc. These presentations can be presented to students, staff or families.

- Participation in staff meetings as appropriate. This could be counseling /administrators team meetings or to collaborate on meeting student and family needs.
- Other programing as both parties agree upon.
- Services will be delivered through a combination of outreach (with attention to personal safety and social distancing) and virtual services (including video conferencing, phone meetings, etc). As appropriate Child and Family support counselors will outreach to families homes for safety checks and risk assessments. They will be directed to maintain a minimum of six feet distance, utilize appropriate PPE and meet outside as able.
- Referrals can be made through the Island County Human Services homepage/ referral form. The District will identify a contact at each school to be a contact point.
- 3. Criminal background checks are required on all County staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults. These requirements are listed in RCW 43.20A.710, RCW 43.43.832 and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to participants. Unsupervised access is defined in RCW 43.43.830(9).
- 4. The County shall prohibit any employee of theirs from working at or on the District's property if the employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of child under chapter 9.68A RCW, sexual offences under chapter 9A.44 RCW where minor child under RCW 9A.64.030, or violation of similar laws or another jurisdiction per RCW 28A.400.300. The District reserves the right to terminate this agreement without notice as provided in RCW 28A.400.330, should the County fail to comply with this section.
- 5. The District will provide basic information to the County to complete the referral, including reason for referral, contact information and any pertinent history. The County will inform the District of inability to make contact. In the case of contact with student and family, the County will make effort to obtain a release of information to share information with the District. If no release is obtained, the County will confirm contact.
- 6. The District has designated Dr. Lloy Schaaf as the point of contact. Their phone number is 360-629-1455 The County has designated Betsy Griffith as its point of contact. Her phone number is 360-678-8294.
- 7. Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this agreement.
- 8. Both parties shall procure and maintain for the duration of the Agreement, insurance or self-insurance against claims for injuries to persons or damage to property

which may arise from or in connection with the performance of the work hereunder by both parties, its agents, representatives, employees or subcontractors. Both parties shall provide a Certificate of Insurance or other documentation of self-insurance evidencing:

- A. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,
- B. <u>Professional Liability</u> if applicable, with limits of \$1,000,000.

Both parties shall be given sixty (60) days prior written notice of any cancellation, suspension or material change in coverage.

- 9. The County and the District must comply with the Americans with Disabilities Act of 1990, 42 USC 12101 et.seq 600D, also referred to as the "ADA" and the rules 28 CFR Part 35. This act provides comprehensive civil rights protections to individuals with a record of, or regarded as having sensory, mental or physical impairment in the area of employment, public accommodations, state and local government services and telecommunications.
- 10. The County shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical disability or honorably discharged veteran or military status:

Deny any individual any services or other benefits provided under this Contract;

Provide any services or other benefits to any individual which are different or are provided in a different manner from those provided to others under this Contract;

Subject any individual to segregation or separate treatment in a manner related to his/her receipt of any service or other benefits provided under this Contract;

Deny any individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise, or afford him/her the opportunity to do so which is different from those afforded to others under this Contract.

The District in determining (a) types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which discriminate or substantially impair accomplishment of the objective of this Contract with respect to individuals on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical disability or honorably discharged veteran or military status.

The District shall take affirmative action to insure that its facilities and programs are accessible to people with sensory, mental or physical handicaps.

11. Either party may terminate this agreement by giving thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made a part thereof.

IN WITNESS WHEREOF, the parties have executed this agreement.

Island County:	Stanwood Camano School District:
Jackie Kindum	
Jackie Henderson, Director	Lloy Schaaf, Ed.D.,,Assistant Superintendent
Human Services	Stanwood-Camano School District
P.O. Box 5000	26920 Pioneer Highway
Coupeville, WA 98239	Stanwood, WA 98292
10.28.2020	
Date	Date