

STANWOOD CAMANO SCHOOL DISTRICT

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INSTRUCTIONAL SERVICES

Lloy Schaaf

Assistant Superintendent of Teaching and Learning

Memorandum

To: Stanwood-Camano School Board of Directors

Fr: Lloy Schaaf, Ed.D.

Re: Prevention - Intervention Contract

Date: September 15, 2015

Attached, please find a contract for Catholic Community Services of Western Washington and the Stanwood-Camano School District to house a prevention-intervention specialist, to provide substance abuse assessment, treatment, and referral services. This contract replicates the 2014-15 contract and has been reissued for 2015-16 school year.

RECOMMENDATION:

That the Stanwood-Camano School District Board of Directors approve the contract with Catholic Community Services as presented

/th

COOPERATIVE AGREEMENT

BETWEEN

Catholic Community Services of Western Washington
AND
Stanwood-Camano School District

THIS AGREEMENT is made and entered into by and between Stanwood-Camano School District ("SCSD") and Catholic Community Services of Western Washington ("CCS").

1. PURPOSE:

The CCS and SCSD agree to cooperate in order to provide substance abuse assessment, treatment, and referral services for children or youth and their families, grades 7 through 12, who are identified with substance abuse issues or at-risk for substance abuse issues. CCS and SCSD agree that the CCS North County Youth Program located at Lincoln Hill High School allows youth from other schools and school districts in North Snohomish County to participate in the program.

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The CCS and SCSD agree to cooperate in order to provide mental health services for children and youth and their families, grades Kindergarten through 12.

2. DUTIES:

Catholic Community Services shall prohibit any employee of the CCS from working at 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 is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction per 28A.400.300 RCW. This District reserves the right to terminate this agreement without notice as required by the provision of 28A.400.330 RCW.

WASHINGTON STATE CRIMINAL IDENTIFICATION SYSTEM REQUIREMENT:

Catholic Community Services who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a record check through the Washington State Patrol

criminal identification system under 43.43.830-43.43.834, 10.97.030 and 10.97.050 RCW, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. CCS shall provide a copy of all said record checks to the District. If the Catholic Community Services or applicant has had a record check within the previous two (2) years, District may waive the requirement. Catholic Community Services shall pay costs associated with the record check.

3. RESPONSIBILITIES:

Catholic Community Services (CCS) agrees to:

- a. Work with identified youth and their families throughout the school year and summer months.
- b. Work closely with school building principals, counselors, and staff.
- c. Work collaboratively with community resources that the youth and/or family may be connected with or wants to be connected with.
- d. Employ one mental health therapist to work on the campus of Lincoln Hill School (LHS), Stanwood High School (SHS), Twin City Elementary (TCE), Stanwood Elementary (SES).
- e. Employ one youth substance abuse treatment staff to work on the campus of LHS.
- f. Provide assertive engagement with youth to assist them in access needed services.
- g. Screen youth and their families for Title 19 eligibility and refer eligible youth and families to the DSHS Service Office to apply for assistance when applicable.
- h. Consult with and advise school staff regarding youth with mental health issues.
- i. Facilitate treatment and education groups as appropriate.
- j. Screen youth for potential substance abuse related disorders or problems.
- k. Make referrals for youth and their families for mental health services substance abuse problems when appropriate.
- l. Work with parents or guardians of children or youth.
- m. Consult with and advise school staff regarding youth with substance abuse issues.
- n. Assist school staff in identifying and developing strategies to assist students with substance abuse issues and mental health issues.
- o. Provide follow up support and continuing care services for youth after successful completion of residential treatment services.
- p. Provide on-going clinical and supervisory oversight for the treatment staff providing services in this program.
- q. Case monitoring and tracking of youth in our programs.
- r. Problem resolution to reduce barriers regarding client access to assessment and treatment.

- s. Assist other family members in obtaining mental health and substance abuse treatment and/or support services.
- t. Provide mental health and substance abuse education to youth and school staff.

Stanwood-Camano School District agrees to:

- a. Educate school teachers, counselors and staff about the availability of and referral process to the CCS North County Youth Program to assure mutual understanding of process and requirements.
 - b. Identify students who may need mental health and/or substance abuse assessment and/or treatment and refer to the CCS program.
 - c. Provide office space for CCS staff person and locking file cabinets.
 - d. Designate staff member who will be responsible for assisting CCS programs in working through problems or challenges with SCSD staff or procedures.
 - e. Participate in case consultation meetings as necessary.
 - f. Introduce CCS staff to teacher, counselors and other staff, and provide an overview of building and school protocol.
 - g. Meet monthly with CCS and for first year of the program implementation, then quarterly thereafter, or more frequently if needed to review program strengths and needs.
 - h. Assist with data collection for outcome measurement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from Sept 1, 2015 through June 30, 2018.
4. **MANNER OF FINANCING:** The Snohomish County Human Services Department is providing funding through a contract with Catholic Community Services for the provision of the substance abuse treatment and mental health services.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 5.1 CCS's representative shall be Will Rice; Regional Chief of Operations.
 - 5.2 SCSD's representative shall be Lloy Schaaf Ed.D.; Assistant Superintendent, SCSD.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. **INDEMNIFICATION:** Catholic Community Services agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold Lincoln Hill High School and The Stanwood-Camano School District harmless from any and all claims, actions, suits, liability, loss costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of CCS, its officers, agents and employees in the performance of this agreement.

Lincoln Hill High School and The Stanwood-Camano School District agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold Catholic Community Services, and The Corporation of the Catholic Archbishop of Seattle harmless from any and all claims, actions, suits, liability, loss costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of the Stanwood- Camano School District, its officers, agents and employees in the performance of this agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
9. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are

attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Washington.
13. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:** Catholic Community Services agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, age, sexual orientation, veteran status, or disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, rendition of services.

In the event of noncompliance by Catholic Community Services with any of the nondiscrimination provisions of the contract, the District shall have the right, at its option, to cancel the contract in whole or in part. If the Agreement is cancelled after part performance, the District shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services, which have been received and accepted.

Catholic Community Services assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended; and RCW 49.60, Law against Discrimination.

14. **DISPUTES:** Where applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of the Agreement and they are not able to resolve it themselves, a non-binding mediation procedure shall be required as a condition precedent to litigation. If the parties are unable to agree on a single mediator, they shall submit the dispute to a dispute resolution agency in order to select a mediator. Either party shall pay one-half of the mediation fee. Binding arbitration shall not be required under this Agreement. The parties further agree that any litigation related to this Agreement shall be filed in Snohomish Superior Court in the State of Washington.

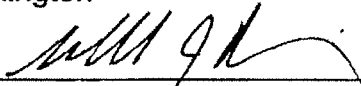
- 15. COMPLIANCE WITH LAWS: Catholic Community Services agrees, at its own expense, to comply promptly with all requirements of any existing federal, state and local laws in connection with the performance of the services hereunder.
- 16. RECIPROCITY: Catholic Community Services agrees, on behalf of itself and its Subcontractors of any tier, that the invocation of any rights under 42.56 RCW by the Vendor or a Subcontractor of any tier at any time shall initiate an equivalent right to disclosures from the Vendor and Subcontractors of any tier for the benefit of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of SEPT, 2015.

Stanwood-Camano School Dist.

Catholic Community Services Western Washington

Dr. Lloy M. Schaaf
Assistant Superintendent



Will Rice, Regional Chief of Operations
Catholic Community Services WW-NW

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