Puyallup School District Partnership Playbook for School Leaders

This resource was developed with the leadership of the Seattle Public Schools School and Community Partnerships Department in the summer of 2022.

1/10/24

Puyallup School District No. 3
302 2nd St SE
Puyallup, WA. 98372
(253-841-1301

MEMORANDUM OF UNDERSTANDING (MOU) ROUTING FORM

DATE: **October 21, 2024**

FROM: **Student Support on School & Community Partnerships**

RE: **Community Partner MOU**

ROUTING	APPROVED BY	DATE
1. Student Support Point of Contact	Tonya Middling	10/21/24
2. Director or Principal (If different than above)	N/A	
	ROUTED TO:	
3. Legal-Risk Management	Megan Davis	10/21/24
4. Business Services	Ryan Hahn	10/21/24

THE POINT-OF-CONTACT OR PRINCIPAL MUST ALSO SIGN THE LAST PAGE OF THE MOU

REQUIRED ATTACHMENTS:

1) Community Organization's certificate of insurance naming Puyallup School District as an additional insured with at least $1 million in general liability coverage.

ADDITIONAL PLAYBOOK TOOLS AND RESOURCES FOR SCHOOLS

Puyallup School District &
Consejo Counseling and
Referral Service

Memorandum of Understanding (MOU)

Collaboration in support of the District's Strategic Goals

SCHOOL(S)* OR DEPARTMENT: Student Support, ESC

COMMUNITY ORGANIZATION: Consejo Counseling and Referral Service

TERM OF COLLABORATION: **October 21, 2024 – October 31, 2027**

Puyallup School District ("District") and the community organization named above ("Community Organization") (*collectively the* "Parties") agree to the following:

I. STATEMENT OF INTENT:

The District is committed to the creation and implementation of collaborations with community organizations that enhance the educational program of District schools, support the achievement of the District's strategic goals, and improve academic and social-emotional outcomes for District students. All collaborations with community organizations must:

a. Have measurable outcomes supporting the strategic goals of the District and individual school goals where appropriate;
b. Follow all District policies and procedures including, but not limited to, District policies relating to building use and student safety; and
c. Continuously demonstrate substantial positive impact.

II. THIS COLLABORATION SUPPORTS THE FOLLOWING STRATEGIC GOAL(S):

☐ Academic Achievement
☐ Family and Community Engagement
☒ Social-Emotional Supports
☐ Staff Development, Culture, and Satisfaction
☐ Facilities, Safety, and Security

III. THIS COLLABORATION SUPPORTS THE FOLLOWING WHOLE CHILD ELEMENT(S):

☐ Academic Learning	☐ Family Engagement & Support
☐ Basic Needs	☒ Health & Wellness
☒ Behavior/Social Emotional Learning	☐ Racial/Cultural Identity
☐ College & Career Readiness	☐ Readiness and Transitions
☐ Expanded Learning	☐ School Culture & Climate

IV. SCOPE OF WORK:

The purpose of this collaboration is to provide behavioral health services.

For over 45 years, Consejo Counseling has been providing holistic, culturally, linguistically competent behavioral health services and advocacy, in accordance with their mission statement to bring healing, health and hope to communities. School based services will be provided by any of the following staff: Substance Use Disorder Professionals (SUDP), Substance Use Disorder trainees, Master Level Mental Health Therapist, Master level licensed clinician or BA level clinicians under the supervision of a Mental Health Professional.

Consejo's clinician will determine the client's needs and determine the level of care, duration, frequency and number of sessions required for the treatment. The duration of the treatment will be regularly evaluate based on the student's achieved goals and recovery.

In the event a student needs to access psychiatric care and psychotropic medication management, the student will be referred to one of the Consejo outpatient treatment facility. School base services will be provided at the specified Puyallup Schools facilities within the school open hours.

V. MEASURABLE OUTCOMES:

This collaboration has the following measurable outcomes to prove its support of strategic goals of the district and individual goals of the schools it serves:

GOAL	MEASURABLE OUTCOME
To provide accessible and high-quality mental health services to students in order to improve their emotional well-being, enhance coping skills, and support their academic success.	Of the students referred, 80% will participate in ongoing regularly scheduled treatment.

VI. COMMUNITY ORGANIZATION WILL:

Consejo Counseling and Referral Service will provide the following services to students:

1. Mental Health/Substance Use Disorder screening
2. Mental Health/Substance Use Disorder Intake and Assessment

3. Treatment plan
4. Treatment plan review
5. Individual/Group Therapy
6. Case Management/ Care coordination
7. Peer Services
8. Information and Referral
9. Violence prevention services

School Locations: Elementary, Middle and High Schools.
Specified Puyallup schools —Edgemont Junior High, Ferrucci Junior High, and Stewart Elementary.

Number of Students Served:
Consejo will allocate full-time equivalent (FTE) staff based on the number of students enrolled in behavioral health service by each school.

General Terms and Conditions for Behavioral Health Services

1) Services to be performed
Provider agrees to and will perform the following services:

Mental Health / SUD Services

i. Mental health / SUD therapy that supports the student's academic success. The services will be provided at school, via telehealth and/or at a Consejo facility.
ii. Mental health / SUD services may be delivered in individual, group, and family setting.
iii. It is Consejo policy for a Release of Confidential Information ("ROI") to be on file to conduct consultation with family members, teachers, and other child serving systems as deemed clinically necessary and relating to the mental health treatment to ensure student support at the school.

2) Referral Process
Students shall be referred to services according to the school's referral process, utilizing Provider's Referral Form. The referral form is made available to all schools where services are being provided. The ROI is required for Consejo staff to disclose client information. The ROI form authorizes the School Counselor, designated ESA certificated school personnel, teachers or school administrators to share educational records with the Provider for purposes of providing mental health services to the student. The ROI must be updated annually.

Behavioral Health Services
Initial intake assessment may be conducted at the Provider office or may also be conducted on-site if it better accommodates the needs of a student and his/her family. On-site intake assessment requires that:

i. The provider shall arrange the appointment date and time for intake assessment of a student based on the available times
ii. A parent or legal guardian must accompany the student, if the student is 12 years of age or younger.

iii. If a student is over the age of 13, the student may request these services without parental consent, pursuant to RCW 71.34.530, RCW 71.34.530 and described in : http://depts.washington.edu/hcsats/PDF/guidelines/Minors%20Health%20Care%20Rights%20Washington%20State.pdf

iv. This agreement aims to make behavioral health services available to students to reduce barriers to care and to support academic, social and emotional success.

v. Consejo will not conduct school-based UA alcohol or drug screening. UA's will only be conduct at a Consejo facility.

VII. SCHOOL OR DISTRICT WILL:

The school site will provide a meeting space in the school building for services to be conducted. The school will attempt to provide consistent space, which is conducive to the privacy and confidential needs of services and to the needs of other students and staff. In the event the use of the space conflicts with any school event or program, the District, may elect to use the space for such school event or program, that the District will provide reasonable notice to Provider of the need for such use. All reasonable efforts will be made to provide similar alternative spaces. The building principal will have final authority over building use and availability issues. Alterations to the facility structure, room space or access are not part of this agreement. If there are required changes or enhancements such as but not limited to: windows, furniture, walls, doors, technology, electrical, plumbing, heating, ventilation or any other facility changes, a separate agreement will need to be added to this agreement. It is Consejo practice not to ask for this accommodation given the limited schools budgets and lack of space.

VIII. Professional Qualifications

Provider declares that is has complied with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be performed under this agreement. Provider further declares that is has the requisite qualifications, skills and experience necessary to provide such services.

IX. COMMUNICATION:

Successful collaborations require professional communication between the Parties to support the stated goals and to achieve and track the measurable outcomes detailed in this MOU. The Parties agree to communicate as follows:

Consejo will provide regular communication of:

i. Acknowledgement of a receipt of a referral within 48 work hours to Tonya Middling, Director of Student Support, via email at middlt@puyallupsd.org.

ii. An updated list of Consejo clinicians with names and contact info on schools have been selected and any changes if necessary, throughout the year.

iii. When school-based appointments are scheduled, a notification will be provided to the school counselor, Mrs. Middling, and the student (if they are 13 or older) via email.

iv. A monthly update of activities and services provided to Mrs. Middling via email.

Check-In Procedures:

Upon arrival at designated District School building on each day of service, each Consejo provider shall report to the main office and sign-in to the Visitor's Log. Consejo personnel shall wear a badge identifying them as "Visitors" in the building, which is clearly visible to anyone passing them in the hall. Ongoing regular providers shall have their agency issued badge, which is clearly visible to anyone passing them in the hall. Consejo staff shall notify the school personnel the name of the students they will be visiting each time they are at a school.

X. PAYMENT:

This is not a fee-for-service paid MOU. Provider and the District wish to enter into an agreement to assist in providing the services described above by the means of referrals made to the students in need of behavioral health services, as identified by district staff. Provider shall receive funding for services through outside sources such as Medicaid, private insurance, private pay and grants. The student and/or family shall assume the financial obligation for this outside services. There will be no charge to the District. Services performed will be provided as deemed appropriate by the primary clinician, including duration, frequency and number of sessions. Length of time client engages in treatment will be determined by rate of progress, goals agreed upon by the clients and clinician, and client investment in continuing therapy.

XI. TERMINATION:

This MOU may be terminated by either party at any time and for any reason, with 30 days written notice. Additionally, the District may terminate this MOU with written notice, effective immediately, if the District determines that such action is necessary to avoid disruption to the educational environment of the school and/or for the health or safety its students, officials, agents, employees, or volunteers.

XII. NONDISCRIMINATION:

Community Organization will comply with the following nondiscrimination and equality in contracting provisions as mandated by federal and state law:

a. Americans with Disabilities Act: Community Organization will comply with all applicable provisions of the Americans with Disabilities Act (ADA) in performing its obligations under this MOU and shall provide such reports and information relative to the accessibility of services as may be requested by the District.

b. Discrimination: Community Organization will not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Community Organization shall affirmatively attempt to ensure that applicants are employed, and that employees are treated without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, during their employment period. Such efforts shall include, but are not limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

XIII. BACKGROUND CHECK:

Community Organization agrees all officials, agents, employees, and volunteers assigned to work in a District school or with District students under this MOU will undergo a criminal history background check. This may be done through the District at the Community Organizations expense. Background checks must be completed before individuals are assigned to work in a District school or with District students.

Community Organization will complete "Appendix A" listing each official, agent, employee, and volunteer and the type of background check each received in accordance with the requirements below. All Community Organization officials, agents, employees, and volunteers who work with students must pass an annual criminal background screen.

a. The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The individual has:
    i. Resided in Washington State for more than three years; and
    ii. Their contact with students will always be supervised by an adult (unrelated through family ties).
b. A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The individual has:
    i. Resided in Washington State for less than three years from the date of the background check; and/or
    ii. Contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

For individuals required to submit to a national background check, this background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize the District's national background check vendor.

If a positive criminal history is reported, Community Organization will share the information with the District's Community Partnerships Department by contacting middltr@puyallupsd.org. The District will determine if the individual may be assigned to a District school or student. Community Organization understands and agrees that as an independent contractor, employment decisions are always their own.

XIV. SEXUAL MISCONDUCT TRAINING:

Community Organization agrees all officials, agents and employees will complete the District's Child Sexual Abuse Prevention Course through Vector or other District approved course prior to working in a District school or with District students.

Community Organization will complete "Appendix A" to prove compliance with the requirement.

XV. CONFIDENTIAL STUDENT INFORMATION:

Community Organization understands and agrees that the District will only provide identifiable student education records to the Community Organization upon receipt/approval of both parent/guardian-signed consent to release information form(s) and an executed data sharing agreement.

Community Organization also understands and agrees that any identifiable student education records received from the District are confidential and protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), and 20 U.S.C. Section 1232g. Community Organization further agrees that identifiable student education records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure under an applicable law or court order. Community Organization further understands and agrees that any identifiable student education records obtained through this MOU may be used only to perform the services described in this MOU. The unauthorized or unlawful disclosure of student education records is just cause for the District to immediately terminate the MOU.

If applicable, Community Organization will maintain all therapeutic/health records in accordance with State of Washington regulations for Community Mental Health Agencies and the United States Health Insurance Portability and Accountability Act (HIPAA). Community Organization will only provide therapeutic records or treatment information to the District upon a signed consent to release information which must be authorized by the parent/guardian, or if the student is 13 years of age or older, by the student.

XVI. RESEARCH:

Community Organization has the right to present, publish, or use student results gained in the course of its collaboration, so long as publication, presentation, or use of the results is consistent with scientific standards, is outside the scope of a current District-supported research study, and does not include personally identifiable information of District students, staff, or parents/guardians. Should Community Organization use or collect data for the purpose of conducting a research study, Community Organization will submit a separate External Research Request prior to use or collection. To determine whether the proposed data use/collection constitutes a research study, Community Organization may contact the District's Assessment Manager and Edtec.

XVII. INDEPENDENT CONTRACTOR:

The Parties are independent contractors. Nothing herein shall be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their officials, agents, employees, or volunteers, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

XVIII. SITE ACCESS:

The District reserves the right to immediately prohibit any Community Organization official, agent, employee, or volunteer from entering District property if a District official determines that such action is necessary to avoid disruption to the educational environment of a school and/or for the health or safety the District's students, officials, agents, employees, or volunteers. The District reserves the right terminate this MOU for a violation that results in a site access prohibition for a Community Organization official, agent, employee, or volunteer.

XIX. INSURANCE AND INDEMNIFICATION:

The Provider, at its own cost, shall maintain and provide evidence of the following insurance coverage.

a. Insurance:
    1. General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of $2,000,000 per occurrence, $3,000,000 aggregate. Puyallup School District, its agents, employees, and board members shall be named as an Additional Insured. Policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.
    2. Sexual Abuse and Molestation Insurance in the minimum amount of $2,000,000 per occurrence, $3,000,000 aggregate.
    3. Employers Liability (Washington Stop-Gap) in the amount of no less than $1 per occurrence.

4. Automobile bodily injury and property damage liability in a minimum amount of $1 per accident for owned, non-owned and hired vehicles.
5. Professional Liability (malpractice) insurance in the minimum amount of $2,000,000 per occurrence.

b. Indemnification: Community Organization agrees that to the fullest extent permitted by law, Community Organization will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the Community Organization under this MOU. The terms of this section shall survive the termination of this MOU.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Community Organization, its agents, employees, and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the District under this MOU. The terms of this section shall survive the termination of this MOU.

XX. NOTICES:

All notices contemplated or required under this MOU shall be in writing and delivered by hand, U.S. Mail, or electronically as follows:

To the School/District Lead:

Tonya Middling, Director of Student Support
Puyallup School District
109 E. Pioneer
Puyallup, WA 98372

And also to:

Megan Davis, Office of Risk Management
Puyallup School District
302 2nd St. SE
Puyallup, WA 98372

To the Community Organization:

Mario E. Paredes, MA
Executive Director
Consejo Counseling & Referral Service
723 SW 10th Street
Renton, WA 98057

XXI. MISCELLANEOUS PROVISIONS:

a. Entire Agreement. This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

b. Amendment. Modifications to this MOU must be in writing and be signed by each party.

c. Governing Law. The terms of this MOU shall be interpreted in accordance to, and enforced under, the laws of the State of Washington. The Parties agree that any judicial proceedings will take place in Tacoma, Washington.

d. Severability. If any provision of this MOU is held invalid or unenforceable, the remainder of the MOU shall not be affected, but continue in full force.

e. Assignment. Neither party shall assign its rights or responsibilities under this agreement unless it receives written permission from the other party.

f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this MOU will not create a continuing waiver or any expectation of non-enforcement.

g. District Policies and Procedures. Community Organization agrees that all its officials, agents, employees, or volunteers providing services to District students under this MOU will comply with District policies, procedures, and guidelines, including all applicable District health and safety protocols. Community Organization will educate their officials, agents, employees, and volunteers of all applicable District policies, procedures, and guidelines before permitting work under this MOU to begin. District policies and procedures are available at: https://go.boarddocs.com/wa/psd/Board.nsf/Public

h. Counterparts. The Parties agree this MOU may be executed in one or more counterparts, each of which shall constitute an enforceable original of the agreement, and that facsimile signatures shall be as effective and binding as original signatures.

i. Debarment. Community Organization, by accepting this MOU, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency.

j. Cooperation with District Auditor and State Auditor. Community Organization agrees to provide reasonable cooperation with any inquiry by either the District or the State Auditor relating to the performance of this MOU. The District has the right to audit records of Community Organization relating to payment or performance under this MOU, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of, or agreement to, future contracts.

THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE AND UPON BOARD APPROVAL. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS MOU.

PUYALLUP SCHOOL DISTRICT

COMMUNITY PARTNER

Mario E Paredes

Authorized Signature	Authorized Signature
Tonya Middling	Mario E. Paredes
Printed Name	Printed Name
Director of Student Support	Executive Director
Title	Title
October 21, 2024	October 21, 2024
Date	Date