

GADSDEN INDEPENDENT SCHOOL DISTRICT
AND
CHAPARRAL COUNSELING SERVICES
MEMORANDUM OF AGREEMENT (MOU)
2011-2012 School Year

This is an agreement between the Board of Education-Gadsden Independent Schools (hereinafter District) and Chaparral Counseling Services (hereinafter CCS) a privately owned Mental Health Clinic. CCS provides one on one support by Licensed Professional Counselors to specific, referred students who exhibit significant behavioral and/or emotional challenges. Participation by a family in the CCS Program is at the parent discretion and is not sponsored by the District. Participation in the Program is not a replacement for services to be provided pursuant to an IEP plan including but not limited to Behavior Plans.

PURPOSE:

The purpose of this agreement is to create guidelines and procedures for CCS to provide services to students enrolled in the Gadsden Independent Schools during school and/or after school hours on District premises. Furthermore this MOU is established to promote and sustain positive and proactive partnership which honors mutual respect and accountability for all parties involved in each student's behavioral health treatment program.

PARTICIPANTS:

Participants of the CCS Program may be students enrolled in the Gadsden Independent Schools who are identified and referred by an agency other than the District or the parent as needing additional support for behavioral/emotional challenges. Each student participating in the CCS Program will be under the supervision of a Licensed Professional Clinical Mental Health Counselor.

RESPONSIBILITIES OF CHAPARRAL COUNSELING SERVICES (CCS):

- The CCS Counselor will contact the Principal/Designee of the school upon referral of a student for services and before initiating services at any school site for discussion regarding the delivery of services.
- CCS will provide written parent/guardian consent to provide CCS services within the District setting.
- CCS will assign only providers who are Licensed Professional Counselors and who have fulfilled background investigations as dictated by CYFD regulations and any additional requirements imposed upon individuals who work with children on school grounds.
- The CCS Counselor will initiate and facilitate an initial meeting with appropriate District staff and parents to begin implementation of treatment strategies in the school environment based on an initial screening with rudimentary treatment goals in place. Within 30 days a Master Treatment Plan will be developed. CCS will provide the District with a copy of this plan, upon parental approval, to be

- placed in a confidential and secure location. This plan must compliment any behavior contract for non-special education students developed by the district.
- In the case of Special Education/Exceptional Programs students, CCS and the District could combine the CCS Treatment Plan and District Behavioral Intervention Plan to be integrated into one plan to be followed by assigned CCS/District staff providing that a single document will follow both sound therapeutic practice and District regulation guidelines.
 - CCS Providers will adhere to all District/School rules and regulations. School computers will not be allowed for personal use. Electronic devices (other than cell phones) are not allowed. The use of cell phones will be guided by both district and CCS policies, which includes having cell phones on vibrate when with a student. Should a Provider have to take an emergency call they must alert school staff to supervise their client and leave the classroom to take the call. Texting on cell phones is prohibited.
 - CCS Providers will check in daily with the school office. If they are not able to be present at their scheduled time in the district or they have to adjust their schedules due to personal appointments, they will notify their CCS supervisor, parent/guardian and the District school/program secretary or individual teachers to report their absence and/or change on schedule.
 - CCS Providers are to remain within reasonable (no more than 15ft) line of sight of their client at all times, arms length if the client's behaviors warrant it. Whenever the provider needs to take a break, (lunch breaks off premises are not allowed, they eat with their client), they must hand off their client to appropriate school staff until their return.
 - CCS Providers can provide individual educational support in the form of non-instructional interventions if they are noted in the client's treatment plan and if the specific lesson or assignment is provided by the classroom teacher. CCS Providers are responsible for their client only and are not to function as teacher's aides or assistants.
 - CCS Providers will follow the CCS chain of command at all times.
 - CCS Providers and clients must adhere to the classroom teacher's instructions, schedules, rules and activities while in the classroom setting unless otherwise noted in the client's Treatment Plan/IEP and agreed upon by all parties involved.
 - If there is a dispute or need for mediation between the CCS Provider and District staff, the provider will contact their Program Manager for resolution or mediation. The CCS Program Manager will then contact the Principal/Designee to discuss a plan of action.
 - CCS Providers will not transport students to or from school/program sites without parent/guardian prior written consent. CCS Providers will adhere to all student confidentiality and privacy mandates as established by HIPPA, FERPA and District.
 - CCS Providers and appropriate CCS staff members will attend and be part of appropriate student staffings and/or IEP meetings for assigned students.
 - If CCS and the District have not had the opportunity to mutually decide on the termination or discharge of a student from the CCS program, the CCS Counselor will contact the District to inform them of discharge especially when the client

has been pulled from the program by the parent/guardian. CCS will inform the District of pending discharge of clients who are being discharged due to the completion of treatment goals.

- If a client leaves the District grounds without permission, law enforcement will be called due to safety concerns and parents informed immediately afterward. CCS agrees to indemnify and hold harmless the District for any claims raised by a third party for any acts or omissions of the CCS, staff or employees.
- CCS staff are not employees of the District and are not in any way to be construed as such.

RESPONSIBILITIES OF THE DISTRICT:

- The District/Principal/Designee will meet with CCS staff upon initiation of services to review the student's Initial Screening, options for CCS services and to decide how the program will work for individual students in the classroom setting.
- If the student is receiving Special Education services, the District will cooperate with CCS to discuss possible integration into his/her IEP. If of benefit to the student and agreed upon by team, the CCS Treatment Plan and BIP will become one document and be integrated into all settings and documented as such in the IEP. The joint CCS Treatment Plan and BIP will follow sound therapeutic practice as well as federal and state regulations governing IDEA and District requirements.
- The District will provide CCS with a copy of a participating Special Education student's current IEP only with parent/guardian consent and involve CCS staff in all meetings and IEPs involving that student upon parental request.
- There must be written parent/guardian consent to initiate services.
- District staff will adhere to all student/family confidentiality and privacy mandates of the District and FERPA.
- District classroom teachers and/or educational staff must provide specific lessons, assignments and appropriate materials when CCS providers assist a CCS client with focusing on academic assignments. In order for CCS providers to help with non-instructional educational support, it must be written in the student's CCS Treatment Plan. Should a CCS provider fail to check in daily and/or communicate schedule changes and/or absences as noted above, to appropriate school personnel, the District should contact that provider's supervisor for resolution.
- In the event of a dispute with any CCS provider, District staff will follow the established chain of command and communicate with their supervisor. That supervisor/Principal will communicate immediately with the Coordinator/Program Manager for resolution. District staff are not to interview or discuss disputed issues with providers themselves or without the provider's supervisor present.
- CCS Providers are responsible for their client only and are not to function as teacher's aides/assistants. They cannot supervise students who are not enrolled in CCS.

- CCS providers will be assigned a school/program contact to discuss any immediate matters of concern or importance regarding the student assigned to them.
- The District will provide the CCS Provider all calendars and schedules of current school/program activities.
- The District will familiarize each CCS provider with the specific school/program site procedures, rules or regulations and introduce members of the CCS team to important staff members at the assigned site.
- The District has the right to refuse or cancel CCS participation for any student with parent input and consent and/or team discussion.

RESPONSIBILITIES OF CCS and THE DISTRICT:

- Both parties will be committed to a positive partnership that fosters effective and consistent interventions for resolution of student’s behavioral challenges and emotional development in a safe, nurturing environment.
- CCS services will be provided in the environment most beneficial/appropriate to the student.
- CCS and the District will meet at least once annually to discuss each student’s Treatment Plan/BIP and will include all appropriate staff members as well as parent/guardian. Other staff meetings may be scheduled when needed and/or appropriate and pertinent staff from both agencies involved in the student’s program will attend.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.
- Both parties will cooperate in providing in-service and training to CCS and District staff as agreed upon/necessary.

This Agreement is governed by the laws of the State of New Mexico and any disputes regarding the terms of the Agreement are subject to New Mexico’s law. Either party may terminated this Agreement upon 30 days written notice to the other party.

We have read the following MOU and are in full agreement of the above articles and statements.

Superintendent
Gadsden Independent Schools

CEO/Designee

CCS Program Manager