

**AGREEMENT BETWEEN KENNEWICK SCHOOL DISTRICT
AND COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN
2020-2021**

I. PURPOSE

This Agreement is entered into between the Kennewick School District (hereinafter called the District) and Communities In Schools of Benton-Franklin (hereinafter called CISBF). It is acknowledged that CISBF is a local non-profit 501(c)(3) which oversees the provision of the CIS model of Integrated Student Supports and coordinates community and social services to students in districts across Benton and Franklin Counties. The purpose of this agreement is to provide CISBF services in select schools within the District, for the purposes of supporting student achievement.

II. PARTNER BACKGROUND

Kennewick School District's educational excellence inspires and prepares students to become: critical thinkers; passionate learners; contributing and responsible members of society; and successful in the global community. The District is innovative and committed to implementing proven best practice strategies with fidelity to address current and emerging needs to ensure District students achieve their potential.

Communities In Schools' (CIS) mission is to surround students with a community of support, empowering them to stay in school and achieve in life. CISBF is an independent affiliate of a federated network that implements the CIS evidence based model of Integrated Student Supports as a sustainable local organization capable of meeting the unique needs of students in their communities.

Communities In Schools of Benton-Franklin believes all children and youth deserve a caring community that empowers them to achieve their goals in the classroom and beyond. In order to do so, racism and other inequalities in our educational system, per OSPI, and society must be acknowledged and addressed. Communities In Schools of Benton-Franklin exists to build on student strengths and overcome systemic barriers through advocacy, partnerships and individualized socio-emotional supports.

III. AREAS OF RESPONSIBILITY

These organizations recognize the value of collaborative efforts with schools, communities and families to provide additive support to students to help meet needs and mitigate external factors, which may be limiting academic achievement. The fundamental value of CIS is to leverage community resources by promoting community involvement with local schools through an evidence-based, integrated and systematic approach designed to meet identified student needs while providing avenues for social service agencies and concerned community members to help make a difference in the lives of students. By building strong partnerships, engaging volunteers and raising financial and in-kind resources, CIS brings in additional assets in terms of dollars, in-kind time, goods and services, and access to services needed by students to address issues and support their academic success.

Based upon this recognition, the District and CISBF agree to engage in a mutual partnership to build strong community support to provide CIS services from a regional hub across Benton and Franklin Counties. To help ensure the successful implementation of this effort, each partner agrees to the following:

CISBF agrees to:

1. Act as fiscal agent to manage all financial activity including staff payroll and benefits in accordance with all state and federal reporting requirements.
2. Use funds generated by this partnership to support the hiring and supervision of school based site coordinators with the required skills and experience to address the needs of students at risk of school failure.

3. Provide additional support, guidance and community resources information when requested by staff, students and/or families within the Kennewick School District, regardless if there is CIS presence within the school.
4. Submit monthly invoices in accordance to the agreed upon schedule.
5. Hire, train, supervise and support the school based site coordinators to provide the CIS model with fidelity at school sites.
6. Develop community partnerships with public agencies, local non-profits, businesses and community members to access in-kind resources and provide additional student supports to address needs.
7. Engage in successful resource development opportunities to sustain strong operations and ensure effective services that reach agreed upon objectives.
8. Provide access to information and technical assistance through the CIS state and national networks.
8. Ensure school based site coordinators will work in close partnership with principals, teachers, counselors, teachers and other designated staff to identify students in need of support and provide access to needed services.
9. Work collaboratively with school and district leadership to assess progress and address challenges as they may occur.
10. CISBF will ensure written consent has been obtained from the student's parent, guardian or managing conservator before on-going services are rendered.
11. Provide a mid-year and end of year data summary report on students/services to the district.
12. All CISBF coordinators will complete Safe Schools Training within 30 days of hire, as well as attend trainings in FERPA and KSD policies.

The District agrees to:

1. Support the implementation of the CIS model of service delivery with high fidelity in selected school sites and share results through site visits and presentations.
2. Provide funding not to exceed \$385,000 for CISBF to hire and/or maintain ^{} seven (7) site coordinators at seven (7) schools identified by the District to provide CIS services
3. Pay monthly invoices in equal monthly installments beginning in September and ending in May.
4. Any changes to the payment schedule must be agreed upon by CISBF and the District when installments need to be adjusted to reflect the actual number of site coordinator positions filled. The installments will be adjusted to reflect the actual number of site coordinator positions filled. This may happen when a building coordinator resigns and the position is open for an extended period of time,
5. Support the recruitment and selection of school based site coordinators to fill all positions.
6. Provide appropriate work space for each school based site coordinator to include a networked computer, District email and office phone, as well as other in-kind support as appropriate (i.e., postage, copying, office supplies) in compliance with state law.
7. Participate in meetings with CISBF to assess progress and address challenges as they may occur.
8. Provide CIS necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program. Such information and data may include PowerSchool records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the CIS Site Coordinator from the student's parent or legal guardian. CISBF shall never input notes into the district's PowerSchool system. CISBF may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district.

IV. RELATIONSHIP OF THE PARTIES

CISBF shall not be an agent of the District. Neither party has the authority to act on behalf of the other party in any capacity.

CISBF will comply with all District policies in regards to staff, students and the community, as they apply to daily operations of the District.

CISBF must certify conformance with applicable Federal Acts as well as the Washington Statutes that apply toward Equal Employment Opportunities, Affirmative Action and licensing requirements. CISBF shall ensure compliance with all nondiscrimination laws and regulations applying to services and employment.

CISBF and its employees, consultants, or agents performing work under this agreement are not employees of the District and shall not claim or hold themselves out to be an officer or employee of the District, nor shall CISBF make any claim of right, privilege or benefit that would accrue to such employee under law.

V. INDEMNIFICATION

1. The District agrees to indemnify, defend, and hold harmless, CISBF, their Board of Directors, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses damages, injuries or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of the District. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
2. CISBF agrees to indemnify, defend, and hold harmless, The District, their Board of Directors, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses damages, injuries or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of CISBF and/or the employees of CISBF. It is understood and agreed that such indemnity shall survive the termination of the Agreement.

VI. INSURANCE

CISBF shall at all times during the term of this contract carry and maintain commercial general liability (CGL) insurance with the following minimum limits: \$1,000,000 each occurrence General Liability and Property Damage, and excess liability coverage of not less than \$5,000,000. The insurance policy will name the District as an additionally insured.

VII. TERMS

The terms of the Agreement shall commence at the date of signing and shall be in force until June 30, 2021.

VIII. ENTIRE AGREEMENT

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by all parties.

IX. NONDISCRIMINATION

In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed marital status, age sexual orientation, pregnancy or the presence of any sensory, mental, or physical disability in employment, services or any other benefits under the Agreement.

X. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement and its performance shall be governed by the Law of the state of Washington, located in the United States of America without regard to its conflict of law provisions. Both parties consent and submit to the exclusive jurisdiction of the state and Federal courts located in Benton County, the state of Washington, in the United States of America, in all questions and controversies related to this Agreement.

To the extent allowed by applicable law, any claim or cause of action arising from or relating to this Agreement must be brought within one (1) year from the date on which such claim or action arose or accrued.

XI. TERMINATION

This Agreement may be terminated with or without cause prior to the end of any term by any of the parties. The party initiating the termination shall provide the other parties at least -thirty days (30) prior written notice of intention to terminate this Agreement. Notice will be adequate if sent to the representatives identified below. In the event the Agreement is terminated, payment to CISBF shall be prorated.

Signatures. The District and CISBF agree to the above Agreement.



Traci Pierce, Superintendent of Kennewick School District
1000 W. 4th Avenue, Kennewick WA, 99336

7/14/20
Date



Lupe Mares, Executive Director, CIS of Benton-Franklin
PO BOX 1310, Richland, WA 99352

07/09/2020
Date