

**CROWLEY INDEPENDENT SCHOOL DISTRICT
and
COMMUNITIES IN SCHOOLS OF GREATER TARRANT COUNTY, INC.**

**MEMORANDUM OF UNDERSTANDING for Management and Support of
COMMUNITIES IN SCHOOLS**

SECTION 1. PARTIES TO CONTRACT

This MOU is made and entered into by and between Communities In Schools of Greater Tarrant County, Inc., hereinafter known as "CIS", a private non-profit corporation, and Crowley ISD, hereinafter known as the "District". The Parties agree to enter into a cooperative effort to provide school-based support services to students and their families in order to increase their level of academic success. The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances and accomplishments of the tasks hereinafter described.

SECTION 2. TERM

The term of this MOU shall be from September 1, 2020 through August 31, 2021. Either party may cancel this MOU contract if thirty days written notification is provided to the other party in accordance with Section 5.

SECTION 3. CONTRACTOR PERFORMANCE

CIS shall, in satisfactory performance of this contract, perform and/or provide for the following functions for the District:

1. Provide overall management and supervision of the Communities In Schools (CIS) programs on the following District campuses.
 1. Parkway Elementary School
 2. Mary Harris Intermediate School
 3. Crowley Learning Center
 4. Crowley High School
 5. North Crowley High School
 6. Crowley High School 9th
 7. North Crowley High School 9th
 8. Crowley Middle School
 9. David L. Walker Intermediate
 10. Meadowcreek Elementary School
 11. H. F. Stevens Middle School
 12. Sycamore Elementary
 13. J.A. Hargrave Elementary
2. CIS will follow national, state, TEA and local policies and ethical standards for service provision, under applicable state and local laws. Further, CIS will follow the written district or school policies concerning student service delivery where written district or school policies are more restrictive than the policies noted above, except as otherwise herein noted or mutually agreed in writing.

3. With parental consent, provide multidisciplinary case management for a referred group of at least 75 students per campus served and coordinate the resources of the community to benefit students and families. Students case managed will meet the criteria established by TEA for CIS students and also include students recommended by school staff who are designated as special education students or disciplinary referrals.
4. Provide the following six (6) components:
 - a. Supportive Guidance and Counseling
 - b. Health & Human Services
 - c. Academic Support Services
 - d. Enrichment Activities
 - e. Parent and Family Engagement
 - f. Career and College Readiness
5. Coordinate a written campus plan each semester which is approved by the Principal.
6. Collect and maintain files on students served containing relevant data requisite to the case and used to support project criteria established in TEA policies and procedures. Release and sharing of this data will be limited in accordance with the confidentiality of Mental Health Information statutes under Texas Civil Law, FERPA and any other federal or state law.
7. Supervision and oversight of the assigned full-time, school-based licensed social worker accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS. Individuals brokered by CIS from other agencies in support of this project remain employees of the assigning agency, but each agency's actions are carried out under the auspices of CIS and in accordance with the mutually agreed upon service delivery plan. CIS staff cannot fulfill additional duties (administrative, clerical, classroom or otherwise) that would usually be assigned to District employees and will not serve as designated personnel in schools charged with responsibility for physical restraint of students.
8. Managerial, administrative, logistical and technical support to ensure the success of the projects' service delivery initiatives. Advertise for, interview, hire, train, supervise, supply, discipline and if necessary, terminate CIS staff. CIS staff assigned to this project, under the direction of the CIS President & CEO and Board of Directors, are responsible for oversight of CIS activities. CIS and Crowley agree to inform either party on performance concerns, and if a training support can be provided to assist the staff member through the process, this will be considered. All decisions relating to the termination of CIS employees are maintained by CIS.
9. Notification to the District and appropriate legal authorities of cases presented to its staff that involve suicidal ideation, violent behavior, child abuse, and sexual abuse/harassment. CIS will assist in the resolution of such cases if requested by the District.
10. Serve as a member of the District's emergency/crisis response team attending to the needs of students in any District school when needed as outlined in District guidelines.
11. An annual report that will include a demographic profile of participants and project outcomes. This report may include an account of resources brought to the district by CIS as well as overall numbers of students participating in various CIS activities. The district may request other reports.

12. Proof of Commercial General Liability Insurance naming the District as additional insured and proof of Automobile Hired, Non-owned Liability Insurance and Workers Compensation Insurance.
13. Secure matching funding from public and private sources as needed.

SECTION 4. DISTRICT PERFORMANCE

In support of this contract, the District shall provide the following:

1. \$41,000 annually for each of thirteen (13) full-time CIS social workers, or a total of \$533,000. Two (2) equal payments in the amount of \$266,500 shall be made payable to Communities In Schools. The first payment shall be made in September 2020 and the second in January 2021.
2. Office space and furnishings appropriate to CIS needs with a teacher's desk, at least two chairs, and a secure, locking unit in the CIS office (locking file cabinet, locking desk, etc.).
3. Provide phone and internet connectivity (initiate a work order if necessary). Ensure CIS staff have the ability to access and connect to school/district WIFI on CIS devices.
4. Authorize use of school copy machine(s), printing machine(s), and paper.
5. Provide district email address and district log-in.
6. Use of school facilities after hours (if needed and coordinated with the campus Principal).
7. Provide inclusion of CIS in the Campus Improvement Plans.
8. Grant student access to the program during the school day (non-core course periods), lunch and after school
9. Access to the school's student data system (TxEIS, Skyward, FOCUS, eSchool, etc.) on "read-only" basis. All student information will be treated as confidential and handled according to federal and state laws, specifically: FERPA, HIPAA and HB 300. This access is for the purposes of viewing records such as grades, attendance, test scores, and free/reduced lunch status or other at-risk indicator, in order to track and document TEA-required outcomes for case-managed students participating in or referred to CIS programs.
10. Responsibility for all cases involving suicidal ideation, violent behavior, child abuse, and sexual abuse/harassment, according to district policy.
11. Notification in writing of all developments, policy changes or other issues arising within the District or school which affect or have the potential to affect the provisions of this MOU or the operation of CIS programs.
12. Provide invitations to faculty meetings and opportunities for CIS orientation for faculty.
13. Allow periodic off-site attendance by CIS staff for professional development training.
14. Approve transportation of students by CIS as a last-resort measure to assure needed community connections and access to services.

15. Only assign duties such as hall, cafeteria, ISS and similar duties for CIS staff on a short-term, fill-in basis in order to assure time for quality case management.
16. Student referrals by school administrators and teachers at a minimum of 90 per campus.
17. Inclusion of CIS social worker on campus website's listing of school personnel.

SECTION 5. TERMINATION

1. Either of the parties hereto shall have the right in such party's sole discretion and at such party's sole option to terminate this MOU at any time prior to the date of completion upon thirty (30) days written notice. Notification shall promptly be made in writing of such determination, the reasons for such termination, and the effective date of such termination.
2. Upon termination or receipt of notice to terminate, whichever occurs first, CIS shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts to be terminated, and shall cease to incur costs thereunder, the District shall not be liable to CIS or to the creditors for costs incurred after the date of termination of this MOU.

SECTION 6. MISCELLANEOUS

Entire Agreement: This MOU shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between either party.

Modification: This MOU constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereto must be agreed in writing by all parties hereto.

Mediation: In the event of any dispute between the parties relating to or arising out of any provision of this agreement, the representatives of the parties shall engage in mediation in a good faith effort to resolve the dispute extrajudicially. The representatives involved in mediation shall be officers or employees with authority to recommend solutions that will resolve the dispute. The party initiating a claim shall arrange for mediation with a mutually agreed mediator at a time and place mutually acceptable to both parties.

Relationship of Parties: CIS is retained by the District as an independent contractor to provide services under this MOU. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. None of the employees of the CIS shall be treated as employees of the District with respect to any services provided by them under this contract. No workers' compensation insurance shall be obtained by the District concerning any of the employees of the CIS. Neither the CIS nor the District shall incur any financial obligation on behalf of the other party without prior written approval of the other party. CIS agrees to indemnify and hold harmless the District from any and all claims, demands, expenses, assignments, losses, or damages, including attorney's fees, arising out of any actions or activities involving CIS that may occur during the term of this agreement

Assignments: The District is granting rights to CIS that the District would not grant to others. Therefore, prior written approval is required for any assignment or subcontract of, within, or under the provisions of this contract. All assignments and subcontracts must require the assignee or subcontractor to assume all of CIS's obligations under this contract, but CIS will remain liable for its obligations regardless of any assignment or subcontract by it.

Notices:

Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when receipt is acknowledged.

If to CIS:

Community In Schools of Greater Tarrant County, Inc.
Attn: Lindsey Garner, President & CEO
5601 Bridge Street, Ste. 501
Fort Worth, Texas 76112

If to the District:

Crowley Independent School District
Attn: Superintendent
512 Peach Street
Crowley, TX. 76036

IN WITNESS WHEREOF this agreement is signed this _____ day of _____.

Crowley ISD Board Chair Date

Superintendent Date

Lindsey Garner

President & CEO, Communities In Schools Date
5-18-2020