

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 5/9/2022

Contract/Agreement Vendor: Family and Children's Services - Whitney Downie

Name of Vendor & Contact Person

wdownie@fcsok.org

Vendor Email Address

School-Based Therapy Services

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Students

Reason/Audience to benefit

6/9/22

ROF Date

\$ 150,000.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO (NO circled)
 If yes, Technology Admin:

Leadership Team Member: Karl Dye

Funding Source: 11 / 722 Counselor Corps Grant

Fund/Project

OCAS Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Family and Children's Services to increase access to free mental health services for students in need.

Broken Arrow Public Schools agrees to utilize Oklahoma School Counselor Corps Grant funds to provide \$150,000.00 toward a portion of the salaries for five (5) therapists/behavioral techs.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

LETTER OF AGREEMENT

COUNSELING SERVICES PROVIDED THROUGH COUNSELOR CORPS GRANT FUNDING

This agreement dated 6/6/22 is entered between BROKEN ARROW PUBLIC SCHOOL DISTRICT NO. 3, hereinafter called "SCHOOL," and Family and Children Service hereafter called "AGENCY." This letter of agreement is for the period of July 1, 2022 through June 30, 2023 and may be renewed annually with consent of both parties. It is provided that either party may terminate this agreement upon thirty (30) days written notice.

The purpose of this agreement is to provide for greater parent/student/teacher access to quality counseling, therapy, and/or mental health services in the Broken Arrow Public School community by increasing the number of therapists and behavioral health aides through the use of Oklahoma Counselor Corps Grant funds.

BROKEN ARROW PUBLIC SCHOOLS RESPONSIBILITIES

BAPS will provide the following services and/or resources for AGENCY:

- A secure office space for staff with access to additional space as needed for family interviews, group counseling, and individual counseling.
- Reasonable janitorial services and maintenance needs of office/counseling rooms provided.
- Use of a site fax machine, telephone, computer, and copier. Access to the Internet in order to access electronic agency records.
- Furniture (tables, chairs, desks, etc.)
- Access to student records, including academic, attendance, and discipline records upon the written permission of a student's parent/guardian.
- Maintenance of all appropriate special education/Section 504 paperwork.
- Formal academic instructional needs of Broken Arrow Public School students.
- Completion of agency mental health/behavioral referral form and initial contact with parent/guardian.

AGENCY RESPONSIBILITIES

AGENCY will provide the following services and resources at the above listed schools:

- Five positions to provide mutually-agreed upon support services at assigned school sites. If a therapist is pending licensure, an AGENCY supervisor will provide supervision for therapist.
- Copies of staff licensing information upon request of BAPS personnel.
- Cleared background checks and drug screenings prior to working in any BAPS school.
- Services five days per week during school hours, unless other arrangements have been approved by the BAPS executive director.
 - The AGENCY may start a new school with a therapist three days a week until referrals increase enough to justify full time hours at the school.
 - Possible part-time basis at early childhood facilities due to lack of referrals to support a full-time position.
- A safe environment and appropriate supervision of students while under the direction of AGENCY personnel.
- School clinical services to include group, individual, and family therapies, classroom observations, student behavior interventions, and parenting classes as required.
- Support during each school day to assist teachers with any crises or stressful events that need intervention (as approved by the site administrator/counselor).
- Staff to serve on education, child study teams, and IEP teams, as requested.

at least ten (10) days' notice to Broken Arrow Public Schools before cancellation of any coverage for any reason. AGENCY agrees to maintain said liability coverage in force during the entire term of this agreement.

HOLD HARMLESS

- It is not the intention of the parties to form a joint venture or partnership hereunder. This agreement shall not be construed to create a contract of employment or an agency relationship. AGENCY at all times functioning as an independent contractor, and in that regard, agrees to hold Broken Arrow Public Schools harmless and free from any and all liability, loss, or damages Broken Arrow Public Schools may suffer as a result of claims, demands, or cost of judgments against it arising out of AGENCY's operation of this professional services, agreement, and AGENCY agrees to indemnify Broken Arrow Public Schools in reference to any loss. Similarly, Broken Arrow Public Schools will not hold AGENCY responsible for actions of Broken Arrow Public School staff or any student, whether or not approved for the AGENCY program, or parents of any student or any other person over which AGENCY has not supervision or control which result in loss or damages where such action resulting in loss or damages, is unintended, negligent, or intended.
- In event of any disagreement as to the administration of the project, the designated Administrators as referenced in this document will resolve the matter.

BROKEN ARROW PUBLIC SCHOOLS, No. 3

BY: _____
Superintendent

Subscribed and sworn before me the _____ day of _____, 20__.

My commission expires: _____.

Notary Public

AGENCY: FAMILY AND CHILDREN'S SERVICES, INC.

BY: Gail Lapidus May 12, 2022
Gail Lapidus, CEO

Subscribed and sworn before me the 12th day of MAY, 2022

My commission expires: 02/11/2023

Fallyn Alexander
Notary Public



