

## **Agreement**

### **Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709**

#### **I. BACKGROUND AND INTENT**

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

#### **II. ROLES AND RESPONSIBILITIES**

##### **Roles of the Center for Alcohol and Drug Treatment and ISD #709**

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

##### **Role of the Center for Alcohol and Drug Treatment**

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services

to students at a regularly scheduled time and place for each of several sites as agreed upon by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.

2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

### **Role of ISD 709**

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 6-16-2024 and will continue through 6-15-2025 unless either party provides written notice per the Termination clause below.

**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

**Referrals.** Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

**Data Collection.** Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

**Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

**Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint

venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

**Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**Mutual Consent to Collaboration.** Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

Tina Silverness

Date: 07/11/2024

Tina Silverness, Center for Alcohol and Drug Treatment

Simone Zurich

Date: 7/10/24

Simone Zurich, Director of Business Services, ISD #709