

**COMMUNITIES IN SCHOOLS of the HEART OF TEXAS
and the
MARLIN INDEPENDENT SCHOOL DISTRICT**

**Cost Share Agreement for CIS Services
2016-2017**

SECTION 1 INTRODUCTION

This cost share agreement is made and entered into by and between Communities In Schools of the Heart of Texas (CIS), a private non-profit corporation, and the Marlin Independent School District (MISD). 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 SERVICE DESCRIPTION

CIS will provide intensive case-management, integrated student support, and family support to at-risk students during the academic year. These services are coordinated by a full-time CIS Program Manager housed at the campus, and may be augmented by additional CIS programs, staff, and volunteers. For example, CIS often assigns an AmeriCorps member to a particular campus.

The CIS model is based on a three-tiered approach:

Tier I – Schoolwide or large group activity given to a group of students and others to address a schoolwide goal or need. Example: health fair.

Tier II – Targeted services given to students and/or families/guardians with a common goal or need, commonly received in a group setting. Example: book club.

Tier III – Intensive, individualized services typically provided in a one-on-one setting to a CIS enrolled student and/or a family/guardian to address a highly-specific need. Example: counseling.

The CIS Program Manager will conduct individual assessments of student behavior, attendance, and academic needs and strengths. The CIS Program Manager will develop a service plan to address student needs and subsequently identify and secure the supports that will meet these needs.

CIS staff members consult with school staff, parents, and school administration to identify youth that will benefit from additional support and engage those students in an individualized service plan. Occasional re-evaluation and re-assessment is conducted to monitor progress.

The CIS framework does not rely solely on the skills of the Program Manager, but also on accessing community resources that specialize in areas of grief and loss counseling, substance abuse, mental health assessment and services and basic needs. CIS has working relationships with numerous community agencies and programs that collaborate to provide student and family support.

SECTION 3 PARTNER PERFORMANCE

A. CIS shall, in satisfactory performance of this agreement, perform and/or assume responsibility for the following functions for the Marlin ISD:

1. Provide overall management and supervision of CIS programs.
2. CIS will follow national, state, and local policies of the various funders and affiliations, 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. Maintenance of files on students served containing all relevant data requisite to the case and to project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law.
4. Supervision and oversight of project staff in accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS. Individuals repositioned by other organizations to a CIS project remain employees of the assigning organization, but each organization'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. CIS staff cannot serve as substitute teachers.
5. Administrative, logistical, and technical support to ensure the success of service delivery initiatives.
6. Notification to the Principals and appropriate legal authorities of cases presented to its staff that involve suicidal ideation, violent behavior, child abuse, sexual abuse/harassment, and legal custody. CIS will assist in the resolution of such cases if requested by the principal.
7. A report that will include a demographic profile of participants and 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.

B. In support of this agreement, the Marlin Independent School District shall provide and/or assume responsibility for the following:

1. A total of \$45,000 for managerial and operating costs associated with the implementation of CIS programming on two campuses at \$22,500 each. This amount is determined as follows:
 - Managerial costs of \$8,000 per campus for a total of \$16,000 to be made in one payment to be billed during the month of September.
 - Operating expenses of \$29,000. The District will reimburse CIS in ten equal installments for operating costs (\$29,000 in 10 payments of \$2,900).
2. Programmatic and office space; Availability of a copier and a fax machine; Internet access and a separate, direct telephone line for use by CIS on each campus.
3. Pursuant to the TEC, 33.154(a)(7)(B), access to records such as academic achievement (grades, test scores) promotion, attendance, disciplinary referrals, at-risk status, health-related information, and free/reduced lunch status, including limited access to the districts

data system for documentation of and progress towards case-management goals of students participating in CIS programs.

4. Responsibility for all cases involving suicidal ideation, violent behavior, child abuse, sexual abuse/harassment, or legal custody. The principal will provide CIS updated information on the makeup, responsibilities, and procedures of the Student Assistance Program.
5. 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.
6. Sufficient time each year for a brief CIS overview and update to the District's Trustees.
7. Inclusion of CIS in the District Improvement Plan where appropriate and as agreed upon with the CIS CEO (note: TEA provides a significant portion of the CIS funding and requires that CIS be included in the District Improvement Plan).

SECTION 4 **TERMINATION**

- A. 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 agreement 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.
- B. Upon termination or receipt of notice to terminate, whichever occurs first, CIS shall cancel, withdraw, or otherwise terminate any outstanding orders or contracts, and shall cease to incur costs, the District shall not be liable to CIS or to the creditors for costs incurred after the date of termination of this agreement. Funds will be reimbursed to the District on a prorated basis (per month for the time period of August 1 through May 31).

SECTION 5

SIGNATURES

This agreement 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. This Agreement is and will be governed by the laws of the State of Texas.

The term of this agreement shall be from September 1, 2016 through August 31, 2017, which is automatically extended for one calendar year on every first day of every August, unless one or both parties request modification of, or the cancellation of this Memorandum, prior to June 30 of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

IN WITNESS WHEREOF this agreement is signed this _____ day of _____, 2016.



Michael Seabolt, Superintendent, MISD

Date

Hannah Kuhl, Chief Operating Officer, CIS-HOT

Date