AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Gunnison Watershed School District RE1J

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Watershed S/D and Juvenile Services

Term Begins: August 23rd, 2016 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:

This contract is to provide Wraparound to school referred youth for a case rate of $2500 per youth.

Fiscal Impact: up to $25,000 revenue

Submitted by: Meghan Dougherty **Submitter's Email Address:** mdougherty@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/25/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 8/26/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/30/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/6/2016

Revised April 2015

CONTRACT AGREEMENT BETWEEN GUNNISON COUNTY DEPARTMENT OF JUVENILE SERVICES AND GUNNISON WATERSHED S/D RE1J SPECIAL SERVICES UNIT

This contract, made in this 23RD day, August, 2016, between Gunnison County Department of Juvenile Services hereinafter known as "Juvenile Services", and the **Gunnison Watershed S/D RE1J Special Service Unit**, hereinafter known as "School District" for the purpose of providing High Fidelity Wraparound.

WHEREAS, the School District is in need of High Fidelity Wraparound supports for the 2016-2017 school year, and Juvenile Services is in a position to provide High Fidelity Wraparound supports; and in consideration thereof, the undersigned parties AGREE TO THE FOLLOWING CONDITIONS:

1. Term

The term of this agreement shall be from August 23rd, 2016 through June 30th, 2017.

2. Population Served

Students experiencing at least 1 of the following risk factors can be referred to High Fidelity Wraparound.

A. Child/youth of compulsory school ages of 6 through 16 who have significant behavioral problems at school which could include one or more of the following:
   a. School suspension(s)/expulsion(s);
   b. Truancy – defined as a student who has 10 or more unexcused absences within a semester.
   c. Engagement in behaviors that place them at risk for violating the Code of Conduct

B. Displays school avoidance behaviors (a pattern of avoiding or refusing to attend school), including, but not limited to complaints of illness that have

no medical basis, school phobia or fear, separation/performance/social and other anxieties, absences or tardiness on significant days (tests, assemblies, speeches), excessive worrying, excessive requests to call/go home/visit the nurse's office, crying to go home, etc.

C. Significant involvement with school support teams.

3. Qualifications of Juvenile Services Staff

Juvenile Services High Fidelity Wraparound staff are credentialed through Vroon VDB to meet the standards of fidelity.

4. Guidelines and Procedures

That portion of the Colorado Department of Education guidelines that pertains to physical therapy services.

5. Juvenile Services Responsibilities

A. Juvenile Services will implement the High Fidelity Wraparound process providing individualized and coordinated case planning to students who are at risk of suspension or expulsion and habitual truants as part of the established Response to Intervention system. The goal is to use an intensive, individualized planning and management process to develop plans for necessary support services to help them avoid expulsion, to remain in school, and to work with their parents and gaurdians as a way to prevent the enagement in subsequent at-risk behaviors and thrive in the school setting.

B. Juvenile Services will collect data associated with:

a. Parent capacity

Goal: 70% of parents/caregivers served through the Wraparound process report an increase in the ability to support their child's learning by 2018 and 75% by 2020, as measured by the Family Feedback Form.

b. Academic achievement

Goal: All students receiving High Fidelity Wraparound and/or individual behavioral intervention will maintain a 2.0 GPA by 2018 and a GPA of 2.5 by 2020, as measured by the individual student's academic records at the end of each school year served.

c. Student attendance

Goal: 80% of children and youth receiving High Fidelity Wraparound services and/or behavioral interventions, will show improved school attendance rates by at least 10% by 2018 and 20% by 2020, as measured by comparing the individual student's end of year attendance rate to their baseline rate at the time the student begins work with the Wraparound team or behavioral interventionist.

d. School safety/discipline or Social and emotional functioning

Goal: Students at risk of suspension and expulsion will have decreased individual occurrences of in school and out of school suspensions by 10% in 2018 and 20% by 2020, as measured by comparing the individual student's number of occurrences at baseline (prior to receiving services) and at the end of services.

C. Juvenile Services will be responsible for providing the School District with a case rate basis invoice per youth served.

6. School District Responsibilities

A. The School District will refer directly to Juvenile Services as part of the established RTI process for students who need tertiary-level supports within the target population.
   a. The school district will inform Juvenile Services of all referrals in a timely manner.

B. The School District will provide financial compensation to Juvenile Services at a case rate of $2,500 per youth.
   a. Maximum expenditure not to exceed $25,000 per 2016-2017 school year.

C. Additional cases may be negotiated based on school district needs. All additional cases negotiated will be identified in the form of an addendum attached to the original contract.

7. Modifications of Agreement

All modifications to this Contract Agreement shall be in writing and signed by all parties.

8. Assignments

This Contract Agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties.

9. Resolution of Disagreements

If a problem/disagreement should occur, Juvenile Services and the School District Special Services Director will be notified immediately.

10. Applicable Law

Juvenile Services agrees to follow policies and procedures of the School District, and the Colorado Department of Education regarding Federal and State law.

11. Termination

This contract agreement may be terminated at anytime by any party giving thirty (30) days written notice and is subject to the availability of funding.

12. Entire Contract Agreement

This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs seven and eleven herein.

13. Severalty

If any section, subsection, paragraph, sentence, clause, or phrase of this Contract Agreement is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

14. Waiver of Immunities/Third-Party Liability

No portion of this Contract Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Contract Agreement be deemed to have created a duty of care with respect to any persons not a party to this Contract Agreement.

15. Non-Appropriation

No portion of this Contract Agreement shall be deemed to create an obligation on the part of the school district to expend funds not otherwise appropriated in each succeeding year.

IN WITNESS WHEREOF, the parties hereto have duly executed the Contract Agreement as of the day, month, and year first above written.

_____ _____
Robert Speer Date
Director of Special Services
Gunnison Watershed S/D REIJ

_____ _____
Janet Reinman Date
Director of Juvenile Services
Gunnison County

_____ _____
Matthew Birnie Date
County Manager
Gunnison County

_____ _____
Doug Tredway Date
Superintendent
Gunnison Watershed S/D REIJ

_____ _____
Stephanie Juneau Date
Finance Director
Gunnison Watershed S/D REIJ