

AGREEMENT

This Agreement is entered into by and between Sisters in Christ, 6317 Evanston Ave. Raytown, MO 64133 as the coordinator for the Raytown Resource Hub of Jackson County Combat, 415 E. 12th Street, Kansas City, MO 64106 and Raytown C-2 School District ("District") (collectively, "the Parties").

WHEREAS, Sisters in Christ (SIC) is a 501(c)(3) nonprofit community resource hub offers access to local community resources and direct services for family support, individual support, healthy relationships, conflict resolution, mentoring/ modeling, academic tutoring, assistance with housing, food and clothing, and offers a range of programs and social services for individuals and families affected substance abuse of drugs, alcohol and mental illness to those particularly those who have low income, no insurance, or who are under-insured. The services are all free of cost to the individuals and families.

WHEREAS, are alternative programs within the Raytown C-2 School District;

WHEREAS, an employee of Sisters in Christ will act as the Resource Hub and Community Partner Staff for purposes of implanting services set forth in this Agreement;

WHEREAS, the District is providing the Resource Hub and Community Resource Professional with District office space to conduct work that benefits District students and families in the Raytown C-2 School District; and

WHEREAS, the Parties desire to define their relationship and duties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

- 1. Effective Date.** This Agreement shall become effective upon execution by the Parties. Sisters in Christ will have office locations at South Middle, Raytown Middle and Central Middle Schools beginning in August 2022.
- 2. Term and Renewal.** The term of this Agreement shall be from the Effective Date to June 30, 2024. Auto renew yearly unless, written withdrawal is executed or the grant funds are discontinued.
- 3. District Authority.** The Parties agree that they intend to work collaboratively to assist students at the program who would benefit from the wide range of social services and individual support provided by the Raytown Resource Hub of Jackson County Combat. The Parties agree that the District retains at all times complete authority and control over the education and services provided to District students. Nothing in this Agreement shall be construed to grant Sisters in Christ or the Community Partner Staff any such authority or control over the education of and services for any District students. The District is not responsible for payment of amounts incurred by families or students for the services provided by Sisters in Christ/ Raytown Resource Hub. The services and supports provided are all free of cost.
- 4. Independent Contractor.** The Parties agree that their relationship under this Agreement shall be that of an independent contractor. The Parties agree that Sisters in Christ alone shall hire,

employ, and assign the individual to serve as the Community Resource Professional, subject to the District's review and approval of the selected individual. This Agreement shall not be construed as giving rise to an employer-employee relationship between the District and the employees of Sisters in Christ.

5. Community Resource Professional's Qualifications. Sisters in Christ agrees that the employee shall meet or exceed the following qualifications:

- a. hold a Bachelor's degree in psychology, education, social work, or a comparable discipline, with a Master's degree preferred;
- b. pass a criminal background check as set forth in Board Policy GBEB;
- c. possess good character and strong ability to work with children and parents; and
- d. possess a valid Missouri driver's license and meet all criteria for transporting students as set forth in Board Policy EEA-API.

If at any time the District has concerns about the individual(s) SIC selects to serve as the Community Resource Professionals, the District shall communicate with SIC and attempt to resolve such concerns collaboratively. The District retains at all times the authority to reject any individual to serve as the Community Resource Professional and to suspend that individual's access to District property and information.

6. Duties. SIC and the District agree that the services provided pursuant to this Agreement shall be in accordance with all professional and ethical standards and in compliance with all District Board of Education policies, and all applicable local, state, and federal laws and regulations. The Parties agree that the Community Resource Professionals shall follow District policies and Sisters in Christ policies and procedures at all times when working with or on behalf of District students under this Agreement. The Community Resource Professional 's duties shall include the following:

- a. The person will receive referrals directly from the school's administrative or counseling staff for families or individuals of high risk need of sustained support.
- b. The District is responsible for setting up a location in the office area, desk, phone and ID badge.
- c. District employees will help identify potential students for referral to the Raytown Resource Hub.
- d. Community Resource Professional will obtain parental permission for services and maintain all records pertaining to its policy and procedures.
- e. Identify, assess and link at-risk students and families to appropriate community services that meet their needs.

- f. Provide individual or family conferences, provide sustained support as needed for the level of the referral to outside agencies that are connected and approved by Jackson County Combat to work in collaboration with the Raytown Resource Hub.
- g. Provide proactive intervention, education training and resources to students, parents, teachers, staff and other professionals.
- h. Assist families in setting up appointments with community partners, food, housing, conflict resolution, modeling, employment, tutoring, mental health professionals, medical appointments, etc., as needed;
- i. Participate in staff meetings, as needed per the needs of the building.
- j. Maintain excellent professional relationships, communication, collaboration and a positive workplace setting.

7. **Hours.** The Parties agree, generally, to have regular or posted office hours per each building. Hours may vary pending on the staff (1-2) assigned to work at the three middle schools. Sisters in Christ and District Leader may adjust hours to meet the various needs of the three middle schools.

8. **Use of District Property and Information.** The District and Sisters in Christ agree to the following with regard to the Community Resource Professional's access to District property and information:

- a. **Office.** The District shall provide the Community Resource Professionals office space at Raytown C-2 School District in a location designated by the District during the program's regular hours of operation, currently 7 a.m. to 3:00p.m. on weekdays.
- b. **Technology.** PFH shall furnish the Community Resource Professional's computer and any other technology necessary to conduct his or her duties. The District shall provide the Community Resource Professionals with a District email account.
- c. **Phone.** The District shall provide the Community Resource Professionals with a dedicated landline phone and phone number at Raytown C-7 School District.
- d. **Records.** The District shall permit the Community Resources Professionals to keep records of their phone calls, meetings, referrals to agencies, follow up info, and general summarizations of their work accessible to the building principal and District Director on a monthly basis or as needed.

9. **Transportation.** The Community Resource Professionals shall provide transportation only to such particular appointments as authorized by the parent or legal guardian. In providing such transportation, the Behavioral Health Professionals shall follow all requirements set forth in **Exhibit A**, Board Policy EEA-API, including providing required documentation evidencing proper licensure and insurance.
10. **Summer School.** The Parties recognize that the program's students may participate in the District's summer school program, which may be housed in a different building than Raytown C-7 School District. Under such circumstances, where the District and SIC agree that particular students from Raytown C-7 School District who are enrolled in summer school would benefit from the Professional's service during summer school, the Community Resources Professionals shall work with the Principal/District Leader to establish the working hours and scope of responsibilities during summer school. If the Principal is not the principal for the summer school program, the Summer School Principal shall coordinate the Community Resource Professional 's activities during summer school with the summer school principal prior to the end of the regular school year.
11. **FERPA.** The Parties recognize that the District maintains and the Community Resources Professionals may at times access highly sensitive, private, and confidential student information and student records. The Sisters in Christ Community Resources Professionals shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* ("FERPA") regarding such access. The employee agrees not to re-disclose, without written consent from a student's parent or guardian, any "protected information," as that term is defined by FERPA, which the Community Resources Professionals learns or ascertains from working under this Agreement. For purposes of this Agreement, Sisters in Christ and its employees working within the District shall be considered "School Officials" as defined by FERPA.

The Parties acknowledge that as a community resource provider, Sisters in Christ and its employees must comply with the privacy and security regulations of the Health Insurance Portability and Accountability Act ("HIPAA") and all other federal and state laws and regulations regarding the confidentiality of protected health information. The parties agree and understand that HIPAA compliant authorization must be obtained from the parent/legal guardian of the student prior to SIC or any of its employees releasing any protected health information to the District or its employees.

12. **Secular Purpose.** SIC acknowledges that the services outlined in this Agreement have the purpose of providing emotional and social support for students in the secular public school environment. SIC affirms that the Community Resource Professionals shall not direct District students to services or provide services that are religious in nature.

13. **Communications.** The Parties shall provide notices and other communications to the following designated individuals:

Dr. Robert Cordell
Director of Student Support Services
Raytown School District
6608 Raytown Road
Raytown, MO 64133
816-268-7000

Dr. Brian Huff
Associate Superintendent of Schools Raytown School District
6608 Raytown Road
Raytown, MO 64133
Phone: 816.268.7000

Mrs. Carolyn Whitney
Executive Director of Sisters in Christ
6317 Evanston Avenue
Raytown, MO 64133
816- 772-3398

Mr. Vince M. Ortega
Director of Jackson County Combat
Jackson County Courthouse
415 E. 12th Street, 9th Floor
Kansas City, MO 64106
Office phone (816) 881-3886

14. **Indemnification.** Sisters in Christ shall indemnify and hold harmless the District and its Board of Education (including both current and past members of the Board), its officers, agents, attorneys, employees, successors, and assigns (collectively, the "Indemnified Parties") from and against all losses, liabilities, judgments, claims, causes of action, litigation, proceedings, actions, or investigations (including any fees or costs of legal counsel incurred in connection therewith) incurred or suffered by the Indemnified Parties in any way, directly or indirectly, which arise out of, relate to, or result from any act or omission of SIC under this Agreement. Indemnification of the Indemnified Parties under this Section shall survive the termination of this Agreement. Any insurance purchased or maintained by SIC or by District shall not act as a waiver, nor shall it be a waiver of any immunity defenses available to District and its employees by statute or at common law.

15. **Insurance.**

- a. **Required Insurance Policies and Minimum Coverage Limits.** Without limiting the liabilities or indemnification obligations of Sisters in Christ, SIC will, at its own cost and expense, provide and maintain during the term of this Agreement, such minimum insurance as will cover the obligations and liabilities of PFH which may arise under this

Agreement. The insurance coverage will be from a company, or companies, having an A.M. Best's rating of A-VII or better and a license to do business in Missouri, and in amounts not less than those specified below:

- i. Workers' Compensation Insurance if, and to the extent, required by applicable law.
- ii. Commercial General Liability (including Auto Liability): \$1,000,000 combined single limit per occurrence, covering personal injury, bodily injury, sickness or death, and loss or damage to property and professional liability/errors and omissions coverage.
- iii. Excess/Umbrella Liability: \$1,000,000 each occurrence.

b. Additional Requirements. The policies listed in clauses (a)(ii) and (a)(iii) above will be written on an occurrence form basis and will be endorsed to provide that the District and its Board of Education (including both current and past members of the Board), its officers, agents, attorneys, employees, successors, and assigns will be included as additional insured individuals on such policies. Prior to commencement of services under this Agreement (and at such other times upon the request of the District), SIC will furnish to the District certificates from its insurance company certifying to the existence of the aforementioned policies. Such certificates will provide that the District will be notified of any cancellation or change in any policy at least thirty (30) days in advance of such cancellation or change. SIC will require its subcontractors and agents, if any, to comply with the insurance requirements under this Agreement.

16. Termination. Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.

17. Assignment. SIC may not assign its rights or obligations under this Agreement without prior written consent of the District.

18. Entire Agreement. This Agreement supersedes any prior agreements or memorandums of understanding between the Parties regarding the subject matter of this Agreement. The Parties agree that this document embodies the entire terms and conditions of the Agreement described herein, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof.

19. Execution in Counterparts. The Parties agree that this Agreement may be signed in identical counterparts and/or facsimile and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, and are equally admissible as evidence.

20. Right to Consult Counsel. The Parties understand that this Agreement is legally binding. The Parties acknowledge that each has had the opportunity to consult with an attorney of its choosing before signing this Agreement.

21. Dispute Resolution. It is the intent of SIC and the District that any disputes should be handled internally between the parties at the level they arise by mutual, respectful, and honest

communication. The parties agree that if either party is unable to resolve concerns or problems regarding contract performance of the terms of this Agreement, they will first attempt mediation to resolve the dispute. The parties consent to the personal jurisdiction of the federal and/or state courts of Missouri for the purpose of any action arising under this agreement and agree that venue will be proper anywhere in Jackson County, Missouri. In the event that either party to this Agreement shall have to enforce its rights under Agreement in a court of law, the non-breaching or prevailing party shall be entitled to recover its court costs and attorneys' fees from the breaching or non-prevailing party.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

8

Raytown C-2 School District



Dr. Brian Huff
Associate Superintendent C & I
Date:

Sisters in Christ



Mrs. Carolyn Whitney
Executive Director
Date: June 3, 2022

Jackson County Combat



Mr. Vince M. Ortega
Director of Combat
Date:

Exhibit A
Transportation Authorization Form

I, _____, parent or legal guardian of _____
(Student), a student at _____ (school or program), hereby give permission to

(Sisters in Christ, Community Resource Professional) to transport the Student in the Sisters in Christ Community Resource Professional's personal vehicle during the _____ school year for the following events (check all that apply):

___ Medical appointment(s) on _____ (list dates)

___ Dental appointment(s) on _____ (list dates)

___ Vision appointment(s) on _____ (list dates)

___ Counseling appointment(s) on _____ (list dates)_

Other - please specify _____

I understand that the Sisters in Christ Community Resource Professional is not a District employee. By signing this form, I hereby release the District from any and all claims, causes of action, litigation, suits, proceedings, actions, or investigations that may arise from the Sisters in Christ Community Resource Professional 's custody and control of the Student during the transportation that I have authorized herein.

I understand that I may revoke this authorization at any time by providing written notice to the Raytown School District Superintendent.

Parent/guardian printed name

Parent/guardian signature

Date