

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County  
AND  
Concrete School District

THIS AGREEMENT is made and entered into by and between Concrete School District ("District") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** With the shared goals of increasing school attendance, academic achievement; and addressing the social and emotional determinates of health and learning; the purpose of this Interlocal Cooperative Agreement is to:
  - a. Develop and support Multi-Tiered System of Support (MTSS) practice and teams.
  - b. Increase capacity to implement or maintain programs and practices that prevent or reduce substance use, substance-use disorders, or substance dependence.
  - c. Increase capacity to implement or maintain programs and practices targeting mental health promotion, prevention, and treatment.
  - d. Provide workforce development opportunities for district employees and district contractors working to address behavioral, social and emotional determinates of health and learning.
2. **RESPONSIBILITIES:**
  - a. The District will employ or contract for a full-time, master's level, School Social Worker (SSW).
    - i. The School Social Worker (SSW) must hold a valid Washington Education Staff Associate (ESA) certificate with an endorsement in social work.
    - ii. The SSW job description must be pre-approved in writing by the County prior to job posting and/or job offer.
    - iii. The District will inform the County in a timely manner of the name and contact information for the SSW, including any staff changes for this position.
    - iv. The SSW can provide services to any/all district buildings, however the District must designate a single campus to act as the SSW's primary location, and the District must provide the County with a point-of-contact at the primary campus and point-of contact for the SSW's direct supervisor, if different from the primary campus contact
    - v. Within 30-days of fully executed contract, the District will submit to the County a communication/referral plan to ensure that the SSW is utilized in an effective manner, and to reduce redundancy and/or gaps in service. This plan also must include specific ways in which the SSW will be utilized given modifications to District re-opening plans and COVID-19 response.

- vi. The District will notify the County within three business days if any changes are made to the initial building assignment and/or communication/referral plan.
    - vii. The SSW may not provide treatment services which require a certification, registration, or licensure from the Washington State Department of Health as mental health counselor, social worker, or psychologist.
  - b. The District will comply with Exhibit A – Expectations for Skagit School Behavioral Health Participating Schools – 2020/2021 Academic School Year.
- 3. TERM OF AGREEMENT: The term of this Agreement shall be from date of execution through July 31, 2021.
- 4. MANNER OF FINANCING:
  - a. The District shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the 2020/2021 school year.
  - b. Total Possible Compensation is \$70,000.
    - i. For services delivered during the 2020 calendar year, the total compensation shall not exceed \$35,000
    - ii. For services delivered January 1, 2021 to June 30, 2021, the total compensation shall not exceed \$35,000; subject to the approval of the 2021 Skagit County Operating Budget by the Skagit County Board of Commissioners.
    - iii. At the County's discretion, the total compensation may be amended per 12.a. below.
  - c. Source GLs include: 116-55-201-37, 116-552-01-75, 116-552-03-47, and 115-116 various.
- 5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
  - 5.1 The County's representative shall be Julie de Losada.
  - 5.2 Concrete School District's representative shall be Wayne Barrett.
- 6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **OTHER PROVISIONS:**

- a. It is the intention of the County that this agreement may be amended, if and when additional resources are available within the calendar year 2021, to support the purpose of this contract into the 2021/2022 school year.
- b. Exhibit A – Expectations for Skagit School Behavioral Health Participating Schools – 2020/2021 Academic School Year.

GOVERNMENT AGENCY:

Superintendent  
Title of Signatory  
(Date 9-24-20)

Wayne Bannick  
Print Name of Signatory

Mailing Address:  
(Street address required  
in addition to P.O. Box)

45389 Airport Way  
Concord, WA 98237

DATED this 12 day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

Ben Wesen

Ben Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Kate Williams

Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

Kimber Johnson

Department Head

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County Administrator

Approved as to form:

M. Mello 10.7.2020

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jim Holt

Risk Manager

Approved as to budget:

Lisha Lagne

Budget & Finance Director

EXBHIT A - Expectations for Skagit School Behavioral Health Participating Schools – Concrete School District, 2020/2021 Academic School Year

**1. Training, Consultation, and Professional Learning Collaborative**

- a. Participate in School Social Worker (SSW) Orientation
  - i. Public Health will hold an orientation for all SSWs this fall in which we describe the SSW role within the initiative and in implementing evidence-based behavioral health supports within a Multi-Tiered Systems of Support (MTSS) framework.
- b. Participate in ongoing SSW consultation, including monthly Professional Learning Collaborative (PLC) meetings, and MTSS consultation.
- c. Attend County-led School/District Leadership Meetings, when applicable
- d. Other related trainings, as requested.

**2. Data and Evaluation**

- a. Identifiable student data will not be collected.
- b. Monthly SSW Service data (i.e. types of support and amount students receive)
  - i. Number of sessions conducted
  - ii. Number of students served (unduplicated and ongoing)
  - iii. Encounter type
  - iv. Length of encounter
  - v. Referral information
  - vi. Number/type of outside referrals
  - vii. Number/type of direct/indirect hours worked
  - viii. Other relevant data points, as needed
- c. Participate in Skagit School Behavioral Health Initiative survey as implemented by Skagit County Public Health. Surveys will be conducted via phone or email quarterly and will assess the following:
  - i. SSW position expectations/alignment with initiative goal
  - ii. Current district and school resources and readiness
  - iii. Selected items from the Expanded School Mental Health Collaboration Instrument
  - iv. Other relevant metrics, as needed