

**GADSDEN INDEPENDENT SCHOOL DISTRICT**  
**AND**  
**BLS COUNSELING SERVICES, INC.**  
**MEMORANDUM OF AGREEMENT (MOU)**

2011-2012 School Year

This is an agreement between the Board of Education-Gadsden Independent Schools (hereinafter District) **BLS Counseling Services, Inc.** Program provides one on one support by trained Behavior Management Specialists to specific, referred students who exhibit significant behavioral and/or emotional challenges. Participation by a family in the **BLS Counseling Services, Inc.** Program is at the parent discretion and is not sponsored by the District. Participation in the Program is not a replacement for services to be provided pursuant to an IEP plan including but not limited to Behavior Plans.

**PURPOSE:**

The purpose of this agreement is to create guidelines and procedures for **BLS Counseling Services, Inc.** to provide services to students enrolled in the Gadsden Independent Schools during school and/or after school hours on District premises. Furthermore this MOU is established to promote and sustain positive and proactive partnership which honors mutual respect and accountability for all parties involved in each student's BMS treatment program.

**PARTICIPANTS:**

Participants of the **BLS Counseling Services, Inc.** Program may be students enrolled in the Gadsden Independent Schools who are identified and referred by an agency other than the District as needing additional support for behavioral/emotional challenges according to CYFD, BMS Program regulations. Each student participating in the BMS Program will be under the supervision of a BMS Coordinator, Program Manager and a Clinical Supervisor and assigned a specific BMS Provider.

**RESPONSIBILITIES OF BLS Counseling Services, Inc.:**

- The BMS Coordinator will contact the Principal/Designee of the school upon referral of a student for services and before initiating services at any school site for discussion regarding the delivery of services.
- **BLS Counseling Services, Inc.** will provide written parent/guardian consent to provide BMS services within the District setting.
- **BLS Counseling Services, Inc.** will assign only providers who have fulfilled mandatory pre-service BMS training requirements and background investigations as dictated by CYFD regulations and any additional requirements imposed upon individuals who work with children on school grounds.

- The BMS Coordinator will initiate and facilitate an initial meeting with appropriate **BLS Counseling Services, Inc.** and District staff and parents to begin implementation of behavioral strategies in the school environment based on an initial screening with rudimentary behavioral goals in place. Within 30 days a Master Treatment Plan will be developed. **BLS Counseling Services, Inc.** will provide the District with a copy of this plan, upon parental approval, to be placed in a confidential and secure location. This plan must compliment any behavior contract for non-special education students developed by the district.
- In the case of Special Education/Exceptional Programs students, the **BLS Counseling Services, Inc.** and the District could combine the BMS Treatment Plan and District Behavioral Intervention Plan to be integrated into one plan to be followed by assigned BMS/District staff providing that a single document will follow both CYFD and District regulation guidelines.
- BMS Providers will adhere to all District/School rules and regulations. School computers will not be allowed for personal use. Electronic devices (other than cell phones) are not allowed. The use of cell phones will be guided by both district and **BLS Counseling Services, Inc.** policies, which includes having cell phones on vibrate only per **BLS Counseling Services, Inc.** rules. Per **BLS Counseling Services, Inc.** rules, cell phone usage is limited to emergency use only or for contact by **BLS Counseling Services, Inc.** Supervisors. Should a Provider have to take an emergency call they must alert school staff to supervise their client and leave the classroom to take the call. Texting on cell phones is prohibited.
- BMS Providers will check in daily with the school office. If they are not able to be present at their scheduled time in the district or they have to adjust their schedules due to personal appointments, they will notify their **BLS Counseling Services, Inc.** supervisor, parent/guardian and the District school/program secretary or individual teachers to report their absence and/or change on schedule.
- BMS Providers are to remain within reasonable (no more than 15ft) line of sight of their client at all times, arms length if the client's behaviors warrant it. Whenever the provider needs to take a break, (lunch breaks off premises are not allowed, they eat with their client), they must hand off their client to appropriate school staff until their return.
- BMS Providers can provide individual educational support in the form of non-instructional interventions if they are noted in the client's treatment plan and if the specific lesson or assignment is provided by the classroom teacher. BMS Providers are responsible for their client only and are not to function as teacher's aides or assistants.
- BMS Providers will follow the **BLS Counseling Services, Inc.** chain of command at all times.
- BMS Providers and clients must adhere to the classroom teacher's instructions, schedules, rules and activities while in the classroom setting unless otherwise noted in the client's Treatment Plan/IEP and agreed upon by all parties involved.
- If there is a dispute or need for mediation between the BMS Provider and District staff, the provider will contact their Coordinator and/or Program Manager for resolution or mediation. The BMS Coordinator and/or Program Manager will then contact the Principal/Designee to discuss a plan of action.

- BMS Providers will not transport students to or from school/program sites without parent/guardian prior written consent. If the provision of a feeder route is a solution to transportation for special needs students then the District policy will be followed.
- BMS Providers will adhere to all student confidentiality and privacy mandates as established by HIPPA, FERPA and District.
- BMS Provider and appropriate **BLS Counseling Services, Inc.** staff members will attend and be part of appropriate student staffings and/or IEP meetings for assigned students.
- If **BLS Counseling Services, Inc.** and the District have not had the opportunity to mutually decide on the termination or discharge of a student from the **BLS Counseling Services, Inc.** program, the BMS Coordinator will contact the District to inform them of discharge especially when the client has been pulled from the program by the parent/guardian. **BLS Counseling Services, Inc.** will inform the District of pending discharge of clients who are being discharged due to the completion of treatment goals.
- If a client leaves the District grounds without permission, law enforcement will be called due to safety concerns and parents informed immediately afterward. PABHS agrees to indemnify and hold harmless the District for any claims raised by a third party for any acts or omissions of the PABHS, staff or employees.
- **BLS Counseling Services, Inc.** staff are not employees of the District and are not in any way to be construed as such.

#### **RESPONSIBILITIES OF THE DISTRICT:**

- The District/Principal/Designee will meet with **BLS Counseling Services, Inc.** staff upon initiation of services to review the student's Initial Screening, options for BMS placement and to decide how the program will work for individual students in the classroom setting.
- If the student is receiving Special Education services, the District will cooperate with **BLS Counseling Services, Inc.** to discuss possible integration into his/her IEP. If of benefit to the student and agreed upon by team, the BMS Treatment Plan and BIP will become one document and be integrated into all settings and documented as such in the IEP. The joint BMS Treatment Plan and BIP will follow CYFD BMS Program regulations as well as federal and state regulations governing IDEA and District requirements.
- The District will provide **BLS Counseling Services, Inc.** with a copy of a participating Special Education student's current IEP only with parent/guardian consent and involve **BLS Counseling Services, Inc.** staff in all meetings and IEPs involving that student upon parental request.
- There must be written parent/guardian consent to initiate services.
- District staff will adhere to all student/family confidentiality and privacy mandates of the District and FERPA.
- District classroom teachers and/or educational staff must provide specific lessons, assignments and appropriate materials when BMS providers assist a BMS client with focusing on academic assignments. In order for BMS providers to help with

- non-instructional educational support, it must be written in the student's BMS Treatment Plan. Should a BMS provider fail to check in daily and/or communicate schedule changes and/or absences as noted above, to appropriate school personnel, the District should contact that provider's supervisor for resolution.
- In the event of a dispute with any BMS provider, District staff will follow the established chain of command and communicate with their supervisor. That supervisor/Principal will communicate immediately with the Coordinator/Program Manager for resolution. District staff are not to interview or discuss disputed issues with providers themselves or without the provider's supervisor present.
  - BMS Providers are responsible for their client only and are not to function as teacher's aides/assistants. They cannot supervise students who are not enrolled in **BLS Counseling Services, Inc.**
  - BMS providers will be assigned a school/program contact to discuss any immediate matters of concern or importance regarding the student assigned to them.
  - The District will provide the BMS Provider all calendars and schedules of current school/program activities.
  - The District will familiarize each BMS provider with the specific school/program site procedures, rules or regulations and introduce members of **BLS Counseling Services, Inc.** BMS team to important staff members at the assigned site.
  - The District has the right to refuse or cancel BMS participation for any student with parent input and consent and/or team discussion.

**RESPONSIBILITIES OF BLS Counseling Services, Inc. and THE DISTRICT:**

- Both parties will be committed to a positive partnership that fosters effective and consistent interventions for resolution of student's behavioral challenges and emotional development in a safe, nurturing environment.
- BMS services will be provided in the environment most beneficial/appropriate to the student.
- **BLS Counseling Services, Inc.** and the District will meet at least once annually to discuss each student's Treatment Plan/BIP and will include all appropriate staff members as well as parent/guardian. Other staff meetings may be scheduled when needed and/or appropriate and pertinent staff from both agencies involved in the student's program will attend.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.
- Both parties will cooperate in providing in-service and training to BMS and District staff as agreed upon/necessary.

This Agreement is governed by the laws of the State of New Mexico and any disputes regarding the terms of the Agreement are subject to New Mexico's law. Either party may terminate this Agreement upon 30 days written notice to the other party.

We have read the following MOU and are in full agreement of the above articles and statements.

\_\_\_\_\_  
Superintendent  
Gadsden Independent Schools

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CEO/Designee

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BMS Program Manager