

Memorandum of Understanding (MOU)
Juvenile Assessment & Reporting Center (JARC) Mobile Unit
AND
Gadsden Independent School District

This is an agreement between the Board of Education of the Gadsden Independent School District (hereinafter District) and Families and Youth Incorporated's Juvenile Assessment and Reporting Center (JARC), a program whose mission is to identify and responsively intervene in patterns of negative behaviors of at-risk youth and system-involved youth. This service provides recommendations and referrals to and accurate information on available community resources and support systems. The intent is to address risky behaviors before they lead to arrest or involvement in the formal juvenile justice system. JARC provides an immediate, informed and concentrated response to youth in need. No appointments or referrals are necessary to access services: walk-ins are welcome. Services are open to youth, concerned parents/guardians, school personnel, law enforcement and others.

PURPOSE

The purpose of this agreement is to create guidelines and procedures for the FYI-JARC Mobile program in order to provide services to students enrolled in the Gadsden Independent School District during school and/or after school hours on District premises. Furthermore, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in each student's treatment plan.

PARTICIPANTS

Participants of the FYI-JARC program may be students enrolled in the Gadsden Independent School District who are identified by school staff or administrators or referred by an agency other than the District or a parent as needing additional support for mental, behavioral and/or emotional challenges.

DESCRIPTION OF PROGRAM SERVICES

- Services:
 - Timely & Comprehensive Needs Assessments

- Referrals and/or Recommendations for Appropriate Services
- Case Management
- Expedited process in JPPO addressing delinquent referrals
- Reduction of time youth is in custody of local law enforcement during arrest for a delinquent offense, thereby increasing law enforcement's availability to the community.

RESPONSIBILITIES OF FYI-JARC MOBILE UNIT

- JARC Mobile Unit staff will check in daily with the school office.
- JARC Mobile Unit staff will adhere to all District/School rules and regulations.
- JARC staff will use FYI's agency-issued computer for all intakes and assessments. School District computers will not be utilized by JARC staff for business or personal use.
- JARC Mobile Unit cell phone usage will include taking calls from agencies, law enforcement, families and emergency phone calls and will be monitored by the JARC Program Supervisor. Cell phones will be required to be on vibrate mode during intakes.
- JARC Mobile staff will follow FYI-JARC chain of command at all times.
- JARC Mobile staff will not transport students to or from school or to any program sites.
- JARC Mobile staff will adhere to all student confidentiality and privacy mandates as established by HIPPA, FERPA and District.
- JARC Mobile Unit staff members are not employees of the District and are not in any way to be construed as such.

RESPONSIBILITIES OF THE GADSDEN INDEPENDENT SCHOOL DISTRICT

- Provide space for services with some privacy.
- Work collaboratively with JARC Mobile staff to identify and address the needs of students served in the JARC program.
- District staff will adhere to all student/family confidentiality and privacy mandates of the District and FERPA.
- JARC Mobile staff members are responsible for their client(s) only and are not to function as teachers, aides/assistants. They cannot supervise students who are not involved in JARC services.
- The District will provide JARC Mobile staff with calendars or updates of closures.
- The District will familiarize each JARC Mobile staff with the specific school/program site procedures, rules or regulations and introduce members of JARC Mobile staff to important staff members at the assigned site.
- The District has the right to refuse or cancel JARC services for any student with parent input and consent and/or team discussion.

RESPONSIBILITIES OF FYI-JARC MOBILE UNIT AND GADSDEN INDEPENDENT SCHOOL DISTRICT

- Both parties will commit to a positive partnership that fosters effective and consistent interventions for resolution of students' mental, emotional and/or behavioral challenges and emotional development in a safe environment.
- JARC Mobile Unit will be provided in the environment most beneficial/appropriate to the students served and their family.
- JARC Mobile Unit and District will meet as needed to discuss any issues or concerns.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.

ATTESTATION

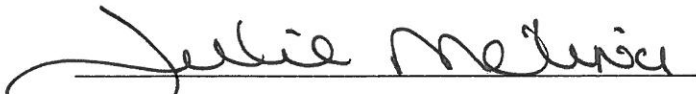
This Agreement is governed by the laws of the State of New Mexico and any disputes regarding the terms of this Agreement are subject to New Mexico Law. Either party may terminate this Agreement upon 30 days written notice to the other party.

JARC Mobile Unit and Gadsden Independent School District have read and agree to this Memorandum of Understanding and are in full agreement of the articles and statements detailed.

Date _____

Superintendent

Gadsden Independent School District


Julie Molina

Date 2/20/18

Supervisor of JARC Mobile Services

FYI - Juvenile Assessment & Reporting Center (JARC)

GADSDEN INDEPENDENT SCHOOL DISTRICT

Requirements for Non-Mental Health Agency Access
to District Students on District Premises
During the School Day

In order to ensure the safety and well-being of district students/employees and agency employees, there must be a current written and signed agreement between the Agency and the District which includes, or includes an Addendum which includes, the following requirements:

1. The names of all agency representatives seeking access to district students during the school day names must be provided to the district prior to seeking access to students in order that the names be included on an Approved Access list at each campus.
2. Each agency must present the district with an agency Certificate of Liability prior to accessing district students.
3. Each agency representative must have at least a Bachelor Degree in a related field.
4. Each agency representative must have a current/cleared background check.
5. Each agency representative must present an official picture identification upon arrival at a campus.
6. Each agency representative must sign in and out upon visiting any district campus.
7. Prior to accessing any student, a signed parent consent must be presented to the school office.
8. Students may be removed only from elective classes or a lunch period. No removals will be from content-area classes except in a clear emergency situation.
9. No student may be removed from the school premises by an agency representative.

Carolyn Lindau
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Gadsden Independent School District
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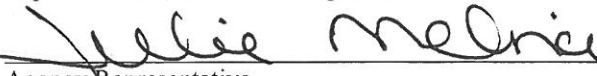
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This signed document serves as an Addendum to:

_____ **Agreement/MOU Name**

_____ **Date of Agreement/MOU**

_____ Superintendent, Gadsden Independent School District

_____ Date


_____ Agency Representative

_____ Date


Date