

AGREEMENT BETWEEN
SANTA BARBARA UNIFIED SCHOOL DISTRICT
AND
CHILD ABUSE LISTENING MEDIATION
FOR 2020-21 ELEMENTARY SCHOOL MENTAL HEALTH
SERVICES

This agreement ("Agreement") is entered into as of July 1, 2020 ("Effective Date") between the Santa Barbara Unified School District, hereinafter referred to as "SBUSD," and Child Abuse Listening Mediation, hereinafter referred to as "CALM." SBUSD and CALM may each be referred to as a "Party" or, collectively, the "Parties."

I. SERVICES

During the term of this Agreement, CALM shall deliver a model of trauma-informed mental health services and evidence-based interventions to students in preschool through 6th grade in SBUSD's nine (9) elementary schools. CALM will engage students, families, teachers, administrators and school staff to build trauma-informed classrooms and school communities to create learning environments that are supportive of the social-emotional needs of all children by providing services in person and/or through virtual platforms.

CALM will support teachers in determining which students could benefit from CALM's school-based targeted counseling program, and to better understand the meaning of children's challenging behaviors so appropriate supports are implemented. CALM will also provide education and support to families, so they can properly engage with their child to reduce risk, increase student attendance, and support academic achievement.

CALM will engage SBUSD staff and administration in a continued needs assessment process for each school, building from information, data and reports gathered in previous school years, as well as assessing current needs of each school site in relation to mental health needs and teacher capacity. Based on feedback, CALM will work with SBUSD in a holistic, comprehensive fashion using a trauma-informed school-based model that effectively addresses universal, targeted and intensive needs of students, families and school personnel.

During the term of this Agreement, CALM will provide an array of mental health consultation services, which may include the following:

- Crisis management and support services to students
- Individual therapy services to students
- Training and support services to teachers, principals and school administrators/staff on topics such as emotion regulation, enhancing social emotional learning, advocacy/linkage to services, trauma/grief, building attachment/relationships, staff wellness, safety planning, aggression/bullying, and family stressors.
- Skills groups for students on topics such as social skills, self-regulation, self-esteem, empathy developing, anger management, resiliency, friendship, coping skills, healthy

choices, grief, executive functioning, and empowerment.

- Outreach and support to parents and guardians
- Prevention presentations to promote body safety, child abuse prevention, and bullying
- Attendance at SST/PLC and IEP meetings
- Classroom skills lessons
- Restorative conferencing
- Compassion center support, as needed

CALM's services benefit individual students, student groups, families, and the school community as a whole as follows: (1) Increasing protective factors; (2) Providing education to students and families about mental health issues and how to prevent and/or treat them; (3) Identifying students who need referral to higher levels of mental health care as well as other community resources; (4) Increasing appropriate family involvement in a student's life; (5) Preventing or reducing use of drugs and/or alcohol; (6) Increasing the use of community resources; (7) Promoting pro-social interactions through positive behavior support planning; (8) Increasing understanding of trauma for teachers and faculty/staff; (9) Increasing student attendance and decreasing truancy; (10) Providing group support so students can practice social skills; (11) Supporting students in conflict resolution and collaborative problem-solving; and (12) Improving mental health outcomes to support affect regulation, task persistence, self-discipline, and self-efficacy which all contribute to optimal academic outcomes.

Staffing Details

CALM will commit 8.5 FTE of School-Based Therapists, 3.0 FTE of School-Based Supervisors and a small group of clinical trainees in support of direct service. Additionally, CALM will provide 0.75 FTE of administrative/assessment support staff, 0.5 FTE of the School-Based Services Program Manager and 0.05 FTE of CALM's Regional Manager.

II. EVALUATION

The Mental Health Consultation model is designed to foster the social-emotional resilience of the students served, while also supporting teachers in responding to student needs. Toward that end, CALM evaluates individual student social-emotional outcomes, as well as teacher experience of support and efficacy in working with their students. CALM also works in partnership with SBUSD to measure improvement in academic/school-based outcomes, including reading levels, math skills, report card outcomes, and student attendance.

The program will evaluate students and teachers using normed and standardized assessment measures to determine the anticipated outcomes of reducing teacher stress and increasing student social emotional learning competency.

Each student entering treatment with a CALM therapist will receive a comprehensive clinical assessment, including the collection of demographics and Adverse Childhood Experiences (ACEs) exposure data. Additionally, each student's social-emotional functioning will be assessed utilizing standardized measures. CALM utilizes assessment tools that allow measurement of clinical progress of individual children/families, as well as the effectiveness of services overall. Completed assessment measures are submitted and scored by CALM's Staff Support Team.

Individual student results are then analyzed, and an integrated report is returned to the therapist highlighting the primary areas of concern, as well as recommendations for treatment to assist the therapist in addressing those concerns. Results are also analyzed to determine which factors (i.e., socio-economic status, gender, ACEs exposure) may be influencing outcomes, allowing CALM to utilize aggregate assessment results to modify services to address challenges identified in the process of evaluation.

At the end of the 2020-21 school year, CALM will submit a comprehensive report that provides information on the outcomes of SBUSD students seen in treatment. This will include the demographic profile and ACEs exposure of students seen, average change in their CBCL scores, as well as the percentage of students scoring above the clinical cut-off for the measure at intake and follow up.

III. TERM OF AGREEMENT

The term of this Agreement is for the period July 1, 2020 to June 30, 2021, unless earlier terminated as provided herein.

IV. COMPENSATION

In consideration for services rendered by CALM, SBUSD shall pay a total of \$515,000 to CALM for the 2020-21 school year as follows:

\$257,500 by October 1, 2020
\$257,500 by March 1, 2021

In addition, CALM will use best efforts to earn/fundraise the following amounts:

- \$50,000 from Holman insurance billing for individual and group therapy services for individuals with mild to moderate mental health diagnoses through MediCal
- \$447,00 from private philanthropy

In no event shall the total amount paid by SBUSD to CALM under this Agreement exceed \$515,000 without prior approval from SBUSD.

The parties agree that if, after the Effective Date, a change in circumstances occurs that (a) is beyond the reasonable control of the Parties and (b) materially impacts some or all of the Parties' respective material rights and obligations contemplated hereunder, either Party may declare that the purpose of this Agreement is frustrated and require the Parties to negotiate in good faith an appropriate amendment to this Agreement, or renegotiate the provisions hereof and/or fees payable hereunder, or other modifications to this Agreement, to the extent appropriate to reflect the impact of the changed circumstances on the Parties. If the Parties cannot agree on any amendment of the terms to address such changed circumstances, the Parties will first attempt to resolve this issue through mediation and, if they cannot resolve the issue within 30 days, either Party may pursue its legal remedies.

V. EXPECTATIONS OF CALM

- a. CALM shall keep and maintain accurate records pertaining to services outlined and approved under this Agreement and provide to SBUSD additional data that may be required to complete required State of California or other evaluation reports.
- b. CALM will provide an annual evaluation report by July 31, 2021. CALM hereby grants SBUSD a perpetual license to use all reports and work product created by CALM for SBUSD under this Agreement.
- c. CALM is an independent contractor under this Agreement that will hire project staff as well as subcontract with listed project partners to provide the services of this Agreement.
- d. CALM hereby agrees to defend, indemnify and hold SBUSD, its directors, officers, agents, employees and individual members, free and harmless from and against any and all liability, claims, demands, causes of action at law or equity, expenses and costs (including reasonable attorneys' fees), or loss of any sort of personal injury (including death) and property damage that may arise during or because of such use, operation, occupancy, acts, omissions, and/or condition of premises as a result of CALM's performance of services..
- e. CALM further agrees, pursuant to the hold harmless agreement above, to procure and maintain at its sole expense Commercial General Liability insurance naming SBUSD, its Board of Trustees, officers, and employees as an additional insured, with limits no less than \$1,000,000 combined single limit per occurrence for personal injury and/or property damage.
- f. CALM shall maintain Workers' Compensation Insurance in conformity with the Workers' Compensation Laws of the State of California during the term of this Agreement
- g. CALM will not discriminate against any applicant or employee employed in the performance of this Agreement, or any beneficiary of services rendered under this Agreement, on the basis of any unlawful classification or characteristic under state and/or federal laws.
- h. CALM staff will provide evidence of a negative TB test within the past four years (per CA Education Code Section 49406) and complete a live scan fingerprinting process (per CA Education Code Section 45125.01) if such staff are with SBUSD students three or more times in a month. These processes will not be at the expense of SBUSD.

VI. EXPECTATIONS OF SBUSD

- a. SBUSD agrees to make payments to CALM for services rendered according to the schedule and amounts presented in this Agreement under Section IV: Compensation.
- b. SBUSD will provide adequate space, office supplies, Wi-Fi internet access, telephone, computers if needed, and a desk, to allow CALM project staff to conduct project activities.
- c. SBUSD will provide safety training and access to safety protocols/procedures to CALM staff working on school campuses.
- d. SBUSD, in partnership with CALM, will provide the administration of the Agreement.
- e. SBUSD will work with CALM in the provision of data needed for the evaluation.
- f. SBUSD will include CALM as additional insureds on the SBUSD general liability, professional liability, auto & property insurance policies for the term of this Agreement.

VII. CONFIDENTIALITY

Except for purposes directly connected with the administration of this Agreement, neither Party will publish or disclose, or use or permit or cause to be published or disclosed or use any confidential information pertaining to the other Party or any beneficiary of services rendered under this Agreement. This obligation shall survive termination of this Agreement.

VIII. TERMINATION OF AGREEMENT

This Agreement may be terminated by the Board of Education of the SBUSD and/or the Boards of Trustees of CALM, by giving thirty (30) days advance written notice of intention to terminate. Additionally, in the event SBUSD fails to make timely payment of the compensation set forth in Section IV of this Agreement, CALM may immediately discontinue providing its services, and will be excused from further performing any obligation, under this Agreement.

Unless so terminated, this Agreement shall remain in full force and effect for the full term of this Agreement.

If terminated prior to the end of the full term of this Agreement, payment to CALM will be made on a pro-rata basis, according to the services provided up to the date of termination.

IX. AMENDMENTS

This Agreement may be amended only by the written agreement of the Parties.

X. ENTIRE AGREEMENT/SEVERABILITY/ASSIGNMENT

This Agreement constitutes the entire Agreement between the Parties regarding its subject matter and may be modified only as provided herein. No representations or oral or implied agreements have been made by any Party hereto or its agent, and no Party to this Agreement relies upon any representation or agreement not set forth in it. This Agreement supersedes any and all other agreements, either oral or written, by and among the parties relating to its subject matter. If any provision of this Agreement is held to be invalid or contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent.

XI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

XII. GOVERNING LAW

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the state of California.

CHILD ABUSE LISTENING MEDIATION

Alana Walczak
President & CEO

Date

SANTA BARBARA UNIFIED SCHOOL DISTRICT

Hilda Maldonado
Superintendent

Date

Exhibit A-FY 2020-21 Budget

CALM

Revenue

SBUSD	\$	515,000
Private Philanthropy	\$	447,000
Holman Billing	\$	50,000
Total Revenue	\$	1,012,000

Salary and Employee Benefits

Position(s)	Months	FTE's	Total
Regional Manager	12	0.05	\$ 4,500
Program Manager	12	0.50	\$ 39,520
School Based Supervisors	12	3.00	\$ 204,048
School Based Therapists/Consultants	10	8.5	\$ 349,498
Admin/Assessment Assistant	12	0.75	\$ 26,520
Subtotal Salaries			\$ 624,086
Subtotal Employees Benefits			\$ 174,744
Total Salaries and Employees Benefits			\$ 798,830
Operating Expenses			
Auto & Travel			\$ 2,000
Building Costs			\$ 3,800
Education/Training			\$ 2,500
Supplies			\$ 5,000
Telephone			\$ 4,000
Indirect Cost			\$ 195,870
Total Operating Expenses			\$ 213,170
Total Project Cost			\$ 1,012,000