

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 05/18/21 BC 06/08/21	
<b>Subject:</b>	Probation Liaison Program Agreement at Pasco High School	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Rosa Garcia	
<b>Reviewed By:</b>	Darryl Banks	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> )	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> )	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

## Summary / Background Information

The Pasco High School/Probation Liaison Project places a probation counselor at Pasco High School to teach Aggression Replacement Training and to work with those youth at the school that are on probation, and has been in place since 2000. Since the 2005 2006 school year the Pasco School District has agreed to compensate the Counties for the contract.

The Pasco School District would like to continue the program for the period beginning on July 1, 2021 and ending on June 30, 2022.

## Fiscal Impact

Pasco School District has agreed to compensate the Counties for a maximum amount not to exceed \$48,480.00, which is one-half the cost to the Counties of employing a Probation Counselor.

The Fee For Service is included in the Juvenile Justice Dept. 173 Budget. No supplement required.

## Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Agreement with the Pasco School District to continue probation services and intervention services to youth located at Pasco High School.

## Suggested Motion

Approve as part of consent agenda.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

**IN THE MATTER EXECUTION OF A SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN PASCO HIGH SCHOOL**

**WHEREAS**, Darryl Banks, Administrator of Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the proposed School/Juvenile Liaison Program Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Pasco School District be approved. The School/Juvenile Probation Liaison Program is a delinquency prevention and intervention program designed to provide research-based programs at Pasco High School. The amount of the Agreement is one-half to the Counties of employing the Probation Counselor; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners accepts the attached Program Agreement; and

**BE IT FURTHER RESOLVED**, that the Chair of the Board of Benton County Commissioners, Benton County, Washington and the Chair of the Board of Franklin County Commissioners, Franklin County, Washington, are hereby authorized to sign, on behalf of their respective county, and the Boards concur with the Administrator's recommendation to award the School/Juvenile Probation Liaison Program Agreement between Benton-Franklin Counties Juvenile Justice Center and the Pasco School District to provide a probation counselor in Pasco High School for a consideration amount payable to the Counties not to exceed \$48,480.00; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2021 and expires on June 30, 2022.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES  
Hon. Carrie L. Runge  
Hon. Cameron Mitchell  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline J. Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg  
Hon. David L. Petersen

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM  
PAMELA E. PETERSON  
DARIN R. CAMPBELL  
Court Commissioners

## SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND PASCO SCHOOL DISTRICT

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center ("BFJJC")**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and **Pasco School District**, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

### RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

### AGREEMENT

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

#### 1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.
- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 1 of this Agreement.

- 1.3 The District agrees to perform all work described in Exhibit B, Section 2 of this Agreement. The District further agrees to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 2 of this Agreement.
- 1.4 The Counties and the District shall maintain all records that reflect all direct and indirect costs expended by each party in the performance of this Agreement. The Counties and the District shall maintain written documentation of services provided to all youth under this Program. Such records shall be maintained in a locked, confidential file at Pasco High School. These records shall be available at all reasonable times for inspection, review or audit by authorized personnel from the Counties, the Washington State Auditor, the District, the Benton County Auditor, and the Franklin County Auditor.
- 1.5 The work described herein shall be performed under the coordination of the BFJJC Administrator, or his/her administrative designee and Principal of Pasco High School, or his/her administrative designee for the District, or their successors.

## **2. COMPENSATION**

- 2.1 The District agrees to pay the Counties Four Thousand Forty Dollars (\$4,040.00) for each month of this Agreement, beginning July 2021, which amounts to a total of Forty-Eight Thousand Four Hundred Eighty Dollars (\$48,480.00) for the term of this Agreement. The parties agree that this amount is one-half the cost to the Counties of employing the Probation Counselor described in Exhibit B, Section 1(a) of this Agreement.
- 2.2 The District agrees that it will process each monthly invoice from the Counties with its first payment cycle after receiving each invoice, and that it will remit payment to the Counties no later than thirty days from the date of receipt of each invoice.

## **3. TERM**

The term of this Agreement shall begin **July 1, 2021** and will continue through **June 30, 2022**, unless terminated prior to that time by either party in accordance with Section 4 of this Agreement, below.

## **4. TERMINATION**

- 4.1 The Counties may terminate this Agreement in whole or in part if the Counties determine, in their sole discretion, that such termination is in the best interest of the Counties. The Counties may terminate this Agreement under this paragraph by giving ten calendar days' written notice by certified mail to the District. The notice period shall begin upon mailing, unless otherwise specified in the notice. In this event, the District shall pay the Counties for all services performed by the Counties up to the effective date of the termination. Payment shall be made in accordance with the Compensation Section of this Agreement.
- 4.2 In the event that funding for this Program is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, the Counties may summarily

terminate this Agreement notwithstanding any other termination provision in this Agreement by giving written notice by certified mail to the District, specifying the termination date. Termination under this paragraph shall be effective on the date specified in the written notice of termination.

- 4.3 If the District breaches any of its obligations hereunder, and fails to cure the breach within ten days after receiving written notice from the Counties to do so, the Counties may immediately terminate this Agreement by giving written notice by certified mail to the District. The District shall bear all costs and expenses incurred by the Counties in completing the work and all damages sustained by the Counties by reason of the District's breach.

## **5. COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The District agrees to comply with that anti-discrimination policy.

## **6. INDEMNIFICATION**

- 6.1 The District shall hold harmless, indemnify, and defend the Counties, their officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the District's acts, errors, or omissions in the performance of this Agreement. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees, or agents.
- 6.2 In any and all claims against the Counties, their officers, officials, employees, and/or agents by any employee of the District, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the District or subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the District expressly waives any immunity the District might have had under such laws. By executing this Agreement, the District acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section 6 shall be incorporated, as relevant, into any contract the District makes with any subcontractor or agent performing work hereunder.
- 6.3 The District's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error,

or omission, or breach of any common law, statutory or other delegated duty by the District, the District's employees, agents, or subcontractors.

## **7. GOVERNING LAW; FORUM**

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

## **8. SEVERABILITY**

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the District agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

## **9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement, does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

## **10. SUCCESSORS AND ASSIGNS**



Neither this Agreement nor any of the rights or obligations of either party arising under this Agreement may be assigned or delegated without the other party's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.

## **11. NOTICES**

Unless otherwise specifically provided in this Agreement, all notices and other communications under this Agreement must be in writing, and must be given by certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its principal place of business.

## **12. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Counties and the District. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

<b>Pasco School District</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Michelle Whitney</b> <b>Superintendent</b>	 <b>Darryl Banks</b> <b>Administrator</b>
<p style="text-align: center;"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p>  <b>Stephen Hallstrom, Deputy Prosecuting Attorney</b> <b>Date</b>	<p style="text-align: center;"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <b>Deputy Prosecuting Attorney</b> <b>Date</b>
<p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chair, Board of Commissioners</u></p> <p>Date: _____</p>	<p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chair, Board of Commissioners</u></p> <p>Date: _____</p>
<p>Attest:</p> <p>Clerk of the Board: _____</p>	<p>Attest:</p> <p>Clerk of the Board: _____</p>

## **Exhibit A**

### **Program Goals, Objectives, and Population Served**

#### **A. PROGRAM GOALS**

##### Broad Overall Goal

The School/Juvenile Probation Liaison Program (the “Program”) is a delinquency prevention and intervention program designed to provide research-based programs in the schools, including School-Based Aggression Replacement Training (ART) and Juvenile Probation in Schools. Youth who are at risk of suspension or expulsion due to behavior and youth who are on probation will be the recipients of these special curricula and services. The Program will be provided at Pasco High School.

##### Goal 1

The first goal of this Program is to incorporate strategies that are preventative and research-based into Pasco High School’s curriculum, discipline, and safety plans. Those students who are identified as being at-risk for violence and delinquency will be eligible to participate in the Program. These students will be taught a variety of skills and processes that increase the likelihood of prosocial responses with peers, staff, family, and community. A decrease in disciplinary referrals, suspensions, and expulsions for youth that complete the Program is anticipated.

##### Goal 2

The second goal of this Program is to strengthen the cooperative and proactive efforts between schools, community, and families in providing safe schools and reducing delinquency. To accomplish this goal, community supervision services of motivational/strength-based case management, rehabilitation, treatment, and monitoring of court-ordered sanctions will be provided to students at Pasco High School and in the community in which these students reside, while reserving the Benton-Franklin Juvenile Justice Center (“BFJJC”) for legal processing or prosecuting these students for delinquency.

#### **B. PROGRAM OBJECTIVES**

##### Objective 1

##### **Prevention/Rehabilitation/Research Based Programs**

A Probation Counselor employed by the Counties will teach, and a Certified Teacher employed by Pasco High School will co-facilitate, a minimum of 180 hours of curriculum by June 30, 2021. The content of the curriculum will consist of programs supported by research-based meta-analyses and/or literature reviews and individual studies. The following programs will make up the course curriculum for the 2021-2022 school year: School-Based Aggression Replacement Training (ART), 60 hours; Violence Prevention Skills, 15 hours; and Peer Mediation, 15 hours. Each class will enroll, optimally, 12 students; a minimum of one class will be provided per semester. A minimum of 24 students will participate in the program during the school year with



an anticipated 70% completion rate. Time sheets will verify the Probation Counselor and teacher's hours. The curriculum will be outlined in a syllabus. Student participation will be documented in the students' transcripts.

## **Objective 2**

### **Student Selection/Target Audience**

By August 2021 and January 2022, youth from the Pasco High School student body of freshman, sophomores, and juniors will be identified by authorized Pasco School District staff and the Probation Counselor as being at-risk for aggression and violence and appropriate for the Program. These students will be characterized as exhibiting aggressive or violent behaviors as documented in the Pasco High School disciplinary referral records. The Pasco High School Principal or his designee will work with the Probation Counselor to identify students for participation in the Program.

## **Objective 3**

### **Accountability for Curricula Outcomes**

A measure of student proficiency will be that students attain a passing grade. Grades are determined by the following: student participation through daily role modeling (teacher's weekly observation logs), utilization of skill through homework (student handbook logs), and attendance (attendance records). The Probation Counselor will maintain a file of test forms and scores for each student. Student grades are recorded in student transcripts.

## **Objective 4**

### **Intervention/ Supervision**

During the 2021-2022 school year, a Probation Counselor will be located at Pasco High School a minimum of 30 hours a week, including at least one complete school day per week. The Probation Counselor will carry a caseload of students enrolled at Pasco High School who have been placed on court ordered community supervision--estimated at 100 (aggregate over the year) students. The Probation Counselor will be trained in School-Based Aggression Replacement Training (ART) and the Washington Association of Juvenile Court Administrators Risk Assessment (WAJCARA) by the first day of school. In addition, the Probation Counselor will teach a minimum of one class per day of curriculum consisting of ART, Violence Prevention Skills, and Peer Mediation.

The Probation Counselor will act as a liaison between Pasco High School and other BFJJC staff who work with Pasco High School students in other intervention and supervision programs including but not limited to Diversion, Truancy, Family Support Program, Chemical Dependency Disposition Alternative, Family Violence Intervention Project, Selective Aggressive Probation and the Chemical Dependency Disposition Alternative Program.

## Objective 5

### **Administrative Resource for School Safety**

The Probation Counselor will work with Pasco High School Administration to provide screening, assessment, and consultation regarding incoming students. The Probation Counselor will participate with Pasco High School staff in the interview of incoming students who present with school safety risk factors as requested by Pasco High School Administration.

#### **C. POPULATION SERVED**

In general, the Program is designed to serve two primary subgroups of youth: (1) students who are identified and referred by the school for delinquency prevention services; and (2) students who are currently on probation. These subgroups originate from a population of high school aged youth in the District.

The first project (classroom training) serves those youth who are characterized as at-risk for aggression and violence, and registered as 9<sup>th</sup>, 10<sup>th</sup>, or 11<sup>th</sup> graders for school year 2021-2022. Each semester a minimum of 12 youth from this subgroup will participate in a research-based curriculum. These students will learn prosocial skills, moral reasoning, anger management strategies, peer mediation, and violence prevention awareness. Program staff will be ready to begin providing the curriculum to identified youth within the first month that school is in session for the 2021-2022 school year. The Probation Counselor hired for this Program will receive training and support from BFJJC's Probation Department.

The second project (in-school community supervision/probation) serves those Pasco High School youth that are under court ordered supervision by BFJJC. It is projected that a total of sixty youth will be served each year by this project. These youth will receive case management services and monitoring of court-ordered obligations within the confines of their school and community.

A Probation Counselor employed by the BFJJC will be assigned to the Program and will be responsible for serving both populations. The BFJJC Administrator and the Pasco High School Principal will agree on the Probation Counselor who will be assigned to the Program. A part-time teacher will be hired by the District to assist the Probation Counselor to provide the delinquency prevention curriculum (Aggression Replacement Training, Gang Awareness and Refusal Skills, and Peer Mediation).

In the role of liaison between Pasco High School and BFJJC staff and programs, the Probation Counselor will have involvement with other Pasco High School students who are under the jurisdiction of the BFJJC and will be directly involved with the screening and interview of new students as determined necessary by Pasco High School Administration.

In addition to providing course curriculum, the Probation Counselor will be on campus a minimum of 30 hours per week and readily available to youth on probation for counseling, case management, family meetings and as liaison with school personnel.

## **EXHIBIT B**

### **Statement of Work**

**BENTON COUNTY** and **FRANKLIN COUNTY**, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC", collectively the "Counties"), and **Pasco School District** (the "District") as part of their School/Juvenile Probation Liaison Program Agreement, agree to the following respective responsibilities under that Agreement:

#### **Section 1**

BFJJC shall:

- a) Assign a full-time Probation Counselor dedicated 40 hours per week to the Program. This Probation Counselor will be an employee of the Counties;
- b) Provide training in Aggression Replacement Training for the Probation Counselor and Certified Teacher.
- c) Provide supervision of and clerical support to the Probation Counselor;
- d) Provide office, desk, telephone, and computer for the Probation Counselor;
- e) Provide ongoing review, support, and education to the Probation Counselor, Certified Teacher, and Case Manager for skill in Aggression Replacement Training;
- f) Train the Probation Counselor in the use of the Washington State Juvenile Court Case Management Assessment Process (CMAP), a validated risk assessment tool adopted by the Washington State Association of Juvenile Court Administrators;
- g) Maintain Program and financial data and records as required by the Program and the District and according to BFJJC policies and procedures; and
- h) Assign the Probation Counselor to the following:
  - Use the CMAP as a pre and post test with youth who are assigned to the Probation Counselor's community supervision caseload;
  - Participate in the District Personnel meetings and student staffings as requested by school administrators;
  - Assist with interviews of incoming high school students who present with school safety risk factors as requested by Pasco High School Administration;
  - Work with Pasco High Administration in the identification of youth for the Program curricula;
  - Contact all youth identified for the Program curricula and hold informational meetings for the youth and the youth's parents regarding what will be taught, the

benefits of the Program, how the youth was selected, and what the parents can expect;

- Be available to participate as requested in various school/student meetings such as IEP, MDT, Expulsion, Discipline, Counseling and other mutually agreed upon activities such as Link Crews;
- Solicit community support through donated youth incentives;
- Provide direct community supervision services to all county Program youth on court-ordered community supervision who attend Pasco High School; and
- During school days, be on campus at identified District schools, except as necessary to participate in Program related activities or to attend required BFJJC meetings or court hearings.

## **Section 2**

The District shall:

- a) Assist in identifying students for the Program;
- b) Participate in development of curriculum for the Program;
- c) Hire a Certified Teacher for the Program who will be an employee of the District and whose responsibilities include the following:
  - A minimum of five hours per week daily classroom instruction of identified curricula, including Aggression Replacement Training, Peer Mediation and Violence Prevention;
  - Complete Certified Training programs in Aggression Replacement Training and Peer Mediation as scheduled by the District and BFJJC; and
  - Be available for the following: Staff student cases with the Probation Counselor and Pasco High School staff on an as-needed basis; meet with students as needed to resolve Program-related issues; and contact parents of students.
- d) Provide direction to Probation Counselor and Certified Teacher regarding curriculum, use of guest speakers, and community resources;
- e) Provide input to BFJJC management regarding work performance of Program staff;
- f) Provide office space, classroom, and equipment for Program personnel; and
- g) Maintain Program and financial data and records as required by the Program and BFJJC and according to the District policies and procedures.