

**ATTACHMENT A
STATEMENT OF WORK**

I. PURPOSE

The Parties agree to provide education services to eligible students residing at the Facility during the Contract term. Pursuant to Texas Education Code 25.001(b)(7) and 29.012(c), an eligible person who resides in a residential facility is considered a resident of the school district in which the facility is located.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities. The Parties agree to:

1. Cooperate in providing eligible students ("participants") education services under the direct supervision of personnel who are qualified to supervise.
2. Comply with all applicable federal and state law, rules, and regulations, including but not limited to Texas Education Code Title 2, Chapter 29.
3. In order to promote open communication between the District and the Facility, that representatives of the District's Programs and Facility will meet at least once annually to discuss implementation of this Agreement, to prevent misunderstandings, and to ensure the educational program (the "Special Education Program" or the "Program") is consistent with District curriculum requirements.
4. Ensure that the services covered by this Agreement will be performed and rendered in a competent, efficient, and satisfactory manner.
5. Protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 USC§ 1232g, any applicable policy of the Parties, and **Attachment D, Data Use Agreement**. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but will not disclose or share education records with any third party.

B. Facility Responsibilities.

1. The Facility will provide to the District, subject to parental or guardian consent, psychological, medical, and social data necessary for the District to consider in determining appropriate education services to be offered to the Student.
2. The Facility agrees to take reasonable precautions to ensure the safety and welfare of the Students.
3. Pursuant to Texas Education Code Section 22.0834, the Facility shall require that all employees in continuing or direct contact with students be fingerprinted and background checked, and pass said background check in compliance with Texas Education Code Chapter 22, prior to participating in the Program. Fingerprinting must be administered by an independent company approved by System Agency. If the results of any criminal background check show an employee has been convicted of or received deferred adjudication for any of the criminal offenses listed in Texas Health and Safety Code § 250.006 or other applicable laws, the participant will be barred from System Agency premises and from participating in the Program. The District shall notify System Agency within two business days of the District's receipt of notice of any action, complaint, claim, investigation, or lawsuit involving a participant that would disqualify the participant from participating in the Program.
4. The District shall provide the Facility with Child Find outreach materials each year that the Facility shall put on display.

5. When handling student information and records, the Facility shall comply with District policy, and state and federal law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing federal regulations found in 34 CFR Part 99, and not disclose student information or records to any third party except as in accordance with the law.
6. The Facility shall timely notify the parents or guardian of residents who are eligible to receive education services from the District.
7. The Facility shall provide a consent form to parents or guardians authorizing the District to communicate with the Student’s health care provider(s) regarding the Student. Such form shall then be provided to the District.
8. The Facility shall notify the District of any eligible residents within three (3) days or seventy-two (72) hours of admission. At the time of the referral, or as soon as practicable thereafter, the Facility will assist, to the extent practicable, the District in obtaining the following records and information:
 - a. The resident’s current educational status including available records from schools previously attended;
 - b. Documentation indicating court-ordered or voluntary Facility placement;
 - c. A record of any previous educational and/or residential placements;
 - d. Documentation of recent vision and hearing screening and immunization records if any;
 - e. A current intake psychological and/or psychiatric report;
 - f. A current intake psychological and/or psychiatric report;
 - g. Current Full Individual Evaluation (“FIE”) and annual Individualized Education Programs (“IEPs”) if the student has already qualified for special education; and
 - h. Any other relevant information, which is lawfully requested by the District to which the Facility has access.
9. The Facility will provide classrooms sufficient to care for the number of persons included in the Special Education Program classrooms.
10. The Facility will collaborate with the District to ensure that the space provided by the Facility for instruction is a safe and appropriate classroom space.
11. The Facility will maintain appropriate school records, including but not limited to students’ cumulative records, required by the District and the Texas Education Agency (“TEA”).
12. The Facility will keep the District informed of all changes to policies and procedures concerning abuse, neglect, and exploitation of persons served by the Facility.
13. The Facility will orient the District employees to Facility’s facilities and provide information and orientation sessions on Facility’s policies.
14. The Facility will not be responsible for student or faculty transportation to and from the Facility’s facilities.
15. The Facility will designate a member of the personnel as Facility Liaison and give written notice of the name of the Facility Liaison to the District’s designated representative.

16. Pursuant to Chapter 2259 of the Texas Government Code entitled, “Self-Insurance by Governmental Units,” the System Agency is self-insured and, therefore, is not required to purchase insurance.

C. **District Responsibilities.**

1. The District will assign employees who meet the Texas Education Agency certification requirements to deliver classroom instruction at Facility to residents of Facility who are eligible for enrollment at the District, as determined by Texas Education Code Section 25.001. Such teachers and teacher aides are to be members of the Terrell Independent School District staff assigned for duty to facilities of Terrell State Hospital.
2. The District will provide education services and contact hours to students in accordance with Texas Education Agency (“TEA”) guidelines and the currently adopted Student Attendance Accounting Handbook. Education services shall comply with the requirements of the Texas Education Code, TEA, Commissioner of Education rules, as set forth in Title 19, Part 2, Chapter 89 of the Texas Administrative Code, Section 504 of the Rehabilitation Act of 1973, Individuals with Disabilities Education Act (IDEA), FERPA, other applicable legal requirements, and District Board Policy.
2. The District will provide the Terrell State Hospital Education Department educational materials, supplies, and equipment as determined by the Superintendent of Schools.
3. The District will make available to the Terrell State Hospital program state-adopted textbooks and materials for use by eligible students.
4. District employees will comply with Texas Family Code Chapter 261 as well as Board Policy FFG (LEGAL) and (LOCAL), attached as Attachment E regarding reporting requirements of child abuse and neglect.
5. The District will provide qualified instructors as required by TEA who have appropriate credentials for the courses that they teach.
6. District employees will comply with Facility policies and procedures.
7. The District will be responsible for administrative functions related to student experience, such as records of rotation, attendance, and proficiency.
8. Residents of Facility who are eligible for enrollment at the District will receive instruction in the general curriculum of the District. Determinations as to whether such students are eligible for special education services will be made on an individual basis. Such determinations shall comply with all state and federal laws regarding providing special education services to students. The District will provide either general education services or special education services to students as follows:
 - a. General Education Students – General education students will receive general education services at the Facility. The campus principal shall review the student’s information after it is received from the Facility.
 - b. Special Education Students – In accordance with state and federal law, the District will provide special education services to Students who are eligible for such services under the Individuals with Disabilities Education Act (“IDEA”). The student’s admission, review, and dismissal (“ARD”) committee will determine the special education services needed for the student to receive a free, appropriate Public Education. The committee will determine the type and amount of such

services in accordance with applicable laws. The ARD committee may also determine the length of the transition period to the school-based setting, if applicable.

- c. Documentation – The District shall maintain full documentation about all students receiving education services in accordance with administrative procedures and the student’s individualized education program (“IEP”), if applicable.

III. ADDITIONAL TERMS AND CONDITIONS

1. **References to Health and Human Services Commission (HHSC) or System Agency.** All references to HHSC or System Agency will include Texas Health and Human Services Commission or any successor agency to HHSC.
2. **Meetings.** Both Parties will ensure that appropriate representatives attend meetings relevant to this Agreement, as reasonably required by the System Agency. The cost of attending the meetings will be the sole responsibility of each Party.
3. **Reports and Records.** The Parties will complete and file in a timely manner any reports, records, or documentation required by System Agency in a format specified by System Agency.
4. **Confidentiality.**
 - a. In addition to the requirements of **Attachment C, Uniform Terms and Conditions, Attachment D, Data Use Agreement**, and as required by state or federal law, including but not limited to the Family Educational Rights and Privacy Act and its implementing regulations (“FERPA”) and Texas Health and Safety Code Chapters 595 and 611 and § 85.115, the Parties will maintain the confidentiality of information received during the performance of this Agreement, including information which discloses confidential personal information or identifies any consumer served by System Agency or student served by District. Each Party shall notify the other upon learning of a breach of confidentiality of any of the students served under this Agreement in accordance with **Attachment D, Data Use Agreement**.
5. **Public Disclosures.** The Parties will not provide information generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party except as may be required by law or after receiving written consent from the other party.
6. **Public Information Act.** This Agreement and all data and other information developed pursuant to this Agreement will be subject to the Texas Public Information Act.
7. **Assignability.** This Agreement may be assigned to the System Agency's successor state agency or agencies. No other assignment of this Agreement or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
8. **Abuse, Neglect, and Exploitation Investigating and Reporting Requirements.**
 - a. **Reporting of Child Abuse.** In addition to the provisions of this Section, both Parties will comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261.
 - b. **DSHS Child Abuse Reporting Form.** Both Parties will use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting and maintain a copy of it in their records.
 - c. **Reporting to the Department of Family and Protective Services.** District employees will comply with Board Policy FFG (LEGAL) and (LOCAL), as noted above.

- d. **Reporting Abuse to System Agency.** District will report to the appropriate System Agency personnel located at the Facility at which the alleged abuse occurred any allegation that a person has committed abuse, neglect, or exploitation of any Facility consumer.
- e. **Reporting Abuse to District.** System Agency will report to the appropriate District personnel any allegation that a person has committed abuse, neglect, or exploitation of any District student served pursuant to this Agreement.
- f. **Ensuring the Safety and Protection of Consumers Served.** If any employee, officer, volunteer, or director of either Party who is in direct contact with Facility consumers has been accused of abuse, neglect, or exploitation, that employee, officer, volunteer, or director will be removed from direct contact with Facility consumers until an investigation is completed, and the investigation results in the employee, officer, volunteer, or director being cleared of all allegations of abuse, neglect, or exploitation.

9. Investigations.

- a. **Against a District employee** - If an allegation of mistreatment or abuse arises against a District employee arises, the District will complete an investigation pursuant to Board Policy and shall take appropriate action. Facility shall cooperate with such investigation unless prohibited by DFPS or law enforcement. Any action against District personnel shall be in the sole discretion of the District. Facility may also conduct an investigation into the conduct and may make a recommendation to the District based on the investigation.
- b. **Against a Facility Employee** – If an allegation of mistreatment or abuse arises against a Facility employee, Facility will conduct an investigation and shall take all actions necessary to support its independent investigation, unless prohibited by law, DFPS, or law enforcement. Any action against Facility personnel shall be in the sole discretion of the Facility. The District may also conduct an investigation and may make a recommendation to the Facility based on the investigation.