

MEMORANDUM OF UNDERSTANDING AGREEMENT REGARDING SPECIAL EDUCATIONAL SERVICES

This Agreement (the “Agreement”) is made and entered into by and between Denton Independent School District (the “District”) and Denton State Supported Living Center (“DSSLC”), collectively the “Parties” and each a “Party”.

The purpose of this Agreement is to formalize the agreement and collaboration between the Parties for the purposes of Special Educational and Related Services to students residing at the DSSLC, together representing an essential strategy for improving the lives of Denton County children and their families and optimizing their ability to be successful in school and in the community.

I. Purpose and Scope of this Agreement:

The purpose of this agreement is to allow the District to provide special educational and related services to school-aged children residing and enrolled in a District school (“Eligible Students”) while at the DSSLC.

II. Parties Responsibilities under this Agreement:

- A. District shall provide the following educational and related services (the “Educational Services”) to District Eligible Students:
 - 1. To provide a free and appropriate education (FAPE) as required by the Individuals with Disabilities Act (IDEA) including all educational and related services including the services required under Subchapter A Chapter 29, Education Code, 19 Texas Administrative Code §89.1115 to all such students.
 - 2. To provide classrooms for a DSSLC student for whom the student’s Admission, Review, and Dismissal Committee has determined that the District’s facilities are the appropriate educational placement for the student, considering all the information regarding the educational needs of the student, and including the non-educational needs that may restrict the ability of the District to serve the student on its campus, according to 19 TAC §89.1115.
 - 3. To provide transportation for DSSLC students as a related service.
 - 4. District personnel sufficient to staff the Educational Services for Eligible Students at Facility “Teaching Staff”) as determined by District or otherwise required by law.
 - 5. Appropriate instructional resources for instruction of Eligible Students by the Teaching Staff.
 - 6. Administration and supervision of the Teaching Staff, in-service education, and the content of the Educational Services. including providing DSSLC staff, who attend school with the residents, in-service training at least annually on the disciplinary practices/procedures that the school district utilizes.

7. Teaching Staff as needed and qualified to meet the requirements up to a seven (7) hour instructional day based on Eligible Students individualized education plan (IEP), regular education program, or 504 accommodation plans.
 8. Supplies and materials for Eligible Students and the Teaching Staff, in accordance with state law and District Board policy.
 9. To designate a District employee to serve as the liaison for residents of the DSSLC to act as a point of contact between the District and DSSLC.
 10. To provide each student's DSSLC with reasonable notice of a student's ARD Committee to ensure attendance and participation by the DSSLC's employees or liaison.
- B. DSSLC shall provide to District in kinds and amounts deemed appropriate by DSSLC or as otherwise required by law and limited to use by District for the provision of Educational Services:
1. For any DSSLC student for whom their ARD has determined the educational placement is appropriate at the DSSLC campus an adequate classroom space and storage within the DSSLC campus including furniture for classroom space.
 2. Administrative personnel responsible for coordination of the provision of the Educational Services, including annual in-service education for District staff on person centered planning and approved behavioral management and intervention strategies that DSSLC's staff are permitted to utilize including an overview of the DSSLC's Ukeru training and other reasonably requested training by the District for the District's Teaching Staff.
 3. To provide the District with DSSLC Liaison contact information and information pertaining to the residents for which the DSSLC Liaison is responsible.
- C. District and Facility shall:
1. Promote the Initiative to their respective students and their parents/legally authorized representative by such means as may be mutually agreed to by the Parties.

III. Term of the Agreement: Termination

This Agreement shall be effective from execution of agreement through June 30, 2026. This Agreement shall take effect upon execution by both signatories. This Agreement may be terminated by either Party, at the sole discretion of the terminating Party, for any or no reason and without penalty, by providing at least twenty-four (24) hours prior written notice to the other Party. Any performance requirements or obligations of the Parties hereunder shall be of no further force or effect following the effective date of such termination. Termination of this contract by the District does not absolve its legal responsibility to provide FAPE as required by both state and federal law.

IV. Release of Information and Informed Consent

Facility and District shall each be responsible for obtaining the necessary and valid authorizations for the release of information and informed consents from DSSLC student/residents/legally authorized representatives (LAR) to carry out each Party's responsibilities under this Agreement. Both parties shall each be responsible for ensuring the accuracy and completeness of the information within the releases of information and informed consents. Either Party may choose not to accept or honor any release of information or informed consent if the information therein is missing, incorrect or appears false or fraudulent.

V. Safeguarding Protected Health Information (PHI)

DSSLC and the District shall maintain confidentiality, security, and privacy of all student information in accordance with applicable state and federal health information privacy laws. The Parties mutually agree to only receive and disclose individually identifiable information to carry out each Party's duties relating to treatment, payment, or health care operations. When using or disclosing information or when requesting information from another entity, each Party shall make reasonable efforts to limit the information to the minimum necessary to accomplish the intended purpose set forth above.

Each Party must comply with all state and federal laws and regulations, regarding confidentiality and Protected Information, which may be applicable to the Party including but not limited to, the following:

- a) Title 7 of the Texas Health and Safety Code, Subtitle D Persons With an Intellectual Disability, Chapter 595 Records;
- b) Title 42 of the Code of Federal Regulations Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records);
- c) Title 42 of the Code of Federal Regulations Part 431, Subpart F (Safeguarding Information on Applicants and Beneficiaries);
- d) Title 45 of the Code of Federal Regulations Parts 160 and 164 (HIPAA General Administrative Requirements; Security and Privacy);
- e) Title 2 of the Texas Health and Safety Code, Chapter 181 (Medical Records Privacy);
- f) Title 7 of the Texas Health and Safety Code Chapter 611 (Mental Health Records);
- g) Title 2 of the Texas Health and Safety Code Chapter 85 (Prevention, Control, and Reports of Diseases, Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection); and
- h) Title 25 of the Texas Administrative Code, Chapter 1, Subchapter W (Privacy Policy).

Each Party shall only use or disclose any confidential information received from the other Party only to carry out duties and responsibilities under this Agreement, as allowable by applicable law, unless otherwise required by law. The Parties shall use at least the same standard of care in the

protection of confidential and Protected Information as each Party uses to protect its own confidential and proprietary information.

The Parties must take such reasonable measures as necessary to restrict their employees, providers and agents who are authorized by law to receive confidential information to receive such information on a “need-to-know” basis.

VI. Confidentiality of Student Records: FERPA

To the extent the Parties will come into possession of student records and information, and to the extent that Facility will be involved in the survey, analysis, or evaluation of student’s incidental to this Agreement, the Parties agree to comply with all applicable requirements of the Family Educational Rights and Privacy Act (“FERPA”) and the Protection of Pupil Rights Amendment (“PPRA”). If a Party is required to furnish information or records pursuant to the Texas Public Information Act, the other Party shall cooperate to respond to the request, subject to any applicable legal exceptions. The Parties each agree to comply with all applicable laws and each Party’s policies that pertain to the confidentiality of student information that may be included in student education records.

VII. No Use of Third Parties or Subcontractors Without Consent

No Party shall utilize or otherwise engage the services of subcontractors or other third Parties to carry out the duties and responsibilities defined in this Agreement or any Addendum, thereof without the prior written consent of the other Party.

VIII. Retention of Records

Each Party agrees to retain all records pertinent to the Agreement in accordance with any applicable laws and regulations and the Party’s retention schedules applicable to the type of record to be maintained. Each Party agrees to securely destroy the records once the applicable retention period has expired.

IX. Notice

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail, postage prepaid to the Parties at their respective places of business designated from time to time by the Parties.

For District:

Denton Independent School District
1307 N. Locust Street
Denton, Texas 76201
Attention:
Phone number:

For Facility:

Denton State Supported Living Center
3980 State School Road
Denton, Texas 76210
Attention:
Phone Number:

X. Compliance with Laws

Facility or District represent and warrant that the personnel providing services hereunder possess all licenses, certificates, permits, registrations, or other valid credentials/authorizations necessary to perform the services required hereunder. Facility further represents and warrants that it and all personnel providing services hereunder shall comply with all applicable laws, rules, and regulations as well as with all applicable accreditation standards.

XI. Capitalized Terms

Capitalized terms in this Agreement and any Addendum have the meaning given to them under the then-current provisions of the Health Insurance Portability and Accountability Act and its implementing regulations.

XII. Entire Agreement: Amendment

The written terms of this Agreement along with any exhibits and amendments form the entire Agreement between the parties and supersede any prior agreement or understanding, whether oral or written to the contrary. No other representation of any kind, whether written or oral, shall be binding upon the parties.

XIII. Partial Invalidity

If any portion of this Agreement is declared invalid or unenforceable, the same shall be stricken and the remainder of this Agreement shall continue in full force and effect.

XIV. Waiver

The Failure of either party to enforce or exercise any right under this Agreement shall in no way be construed as a waiver of such right.

XV. Force Majeure

Neither party shall be responsible or liable for any failures or delays in the performance of any obligations to the extent that failure results from circumstances or cause beyond such party's reasonable control, including, without limitation, flood, fire, or other casualty, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. In the event of a delay caused by any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable the party to perform.

XVI. Choice of Law: Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and venue shall be in Denton County, Texas.

DISTRICT AND DSSLC DOES NOT WAIVE ANY OF ITS APPLICABLE SOVEREIGN OR GOVERNMENTAL IMMUNITY FROM LAWSUIT OR DAMAGES OR BOTH AS PROVIDED BY THE TEXAS TORT CLAIMS ACT, OR WHETHER GRANTED BY COMMON LAW OR STATUTE. NOTHING CONTAINED IN THE AGREEMENT OR ANY

ACTION REQUIRED OF THE PARTIES BY THE AGREEMENT SHALL BE
INTERPRETED TO CONSTITUTE SUCH A WAIVER.

XVII. Authority

The persons signing and executing the Agreement on behalf of each of the Parties or representing themselves as signing and executing the Agreement on behalf of the Parties, do hereby warrant and guarantee that they are duly authorized by their respective Party to execute the Agreement on behalf of such Party and to legally bind that Party to all terms, performances and provisions herein set forth.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of their duly authorized officers.

DENTON INDEPENDENT SCHOOL DISTRICT

Signature _____

Printed Name _____

Title _____

Date _____

DENTON STATE SUPPORTED LIVING CENTER

Signature _____

Printed Name _____

Title _____

Date _____