

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter "Agreement") is entered into this _____ day of _____, 2006, between the Board of Education of Gadsden Independent School District (hereafter "GISD") and the Peak Behavioral Health Services (hereafter "The Peak"), collectively referred to as the "Parties." The Parties agree and acknowledge as follows:

A. Purpose of Agreement

1. This Agreement specifies the duties and responsibilities of the Parties in providing facilities and services to students enrolled in GISD and receiving behavioral and mental health services at The Peak.
2. This Agreement is entered into to provide classroom facilities and services for school-age students admitted to the Peak, in a setting within the geographical boundaries of GISD, in order to facilitate the delivery of educational services and to meet the students' needs for in-patient medical or therapeutic treatment from The Peak.
3. The Agreement shall be effective during the period commencing with execution hereof through June 30, 2008. Thereafter, the Agreement shall terminate, unless fully re-approved by the Parties.
4. An annual review will occur in the month of June of each year during the term of the Agreement.

B. Consideration

In consideration for GISD's agreement to provide classroom facilities and educational

services for school-age residents of The Peak, The Peak shall make the residents/students available for delivery of educational services within the facilities to be furnished under this Agreement in an appropriate setting, consistent with the interests of GISD and The Peak.

A. Duties of GISD

1. Facilities

- a. GISD's provision of facilities to provide instruction for students served by The Peak shall be limited to the three portable buildings (one double and two singles) already located on The Peak site.
- b. GISD shall retain ownership of the buildings on termination of this Agreement.
- c. GISD shall be responsible for all costs associated with the provision of utilities for the portable buildings, including water, electricity, gas and sewage.
- d. Reasonable costs associated with maintenance, excluding custodial services, of the portable buildings will be provided or paid for by GISD. Such maintenance will be performed on an as-needed basis.
- e. GISD acknowledges that maintenance staff will perform required maintenance in a manner which minimizes disruption to students and The Peak staff.

2. Student-related Services

- a. GISD will provide educational services to any school age person who resides within the geographical boundaries of the district.

- b. GISD will provide educational services to school age persons with disabilities in accordance with all governing federal and state statutes and procedures in the Special Education Procedures Handbook, Section 5.3 (Residential Treatment Center.)
- c. GISD ensures that all IEP teams will be properly constituted in accordance with the IDEA implementing regulations.
- d. GISD ensures that all parent involvement and prior written notice requirements in the IDEA regulations are strictly adhered to.
- e. GISD ensures that students at the Peak are afforded Extended School Year Services in accordance with the IDEA regulations when found eligible by a properly constituted IEP team.
- f. GISD shall comply with the Child Find requirements in Part B of the IDEA that requires states to ensure that all children with disabilities who are in need of special education and related services are identified, located and evaluated.
- g. GISD will provide administrative support, licensed teachers, instructional assistants, and related service personnel required to provide educational services in accordance with all governing federal and state statutes and implementing regulations.
- h. GISD will provide instructional supplies and materials, including textbooks and classroom consumables, as well as any media and photocopying equipment needed to implement the students' Individualized Education Plans (IEPs) and/or meet the instructional requirements of the

New Mexico Public Education Department.

- i. GISD will provide instructional services in accordance with the approved GISD Traditional School Calendar.
- j. GISD shall be entitled to count school-age students at The Peak for purposes of allocation of State and IDEA-B funds.
- k. GISD will maintain student records in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Code of Federal Regulations Part 34 (§300.610-627).
- l. GISD agrees to ensure the confidentiality of all Peak resident clinical records used by GISD in carrying out its duties and responsibilities.
- m. GISD will provide, for use in GISD portables, computers and Internet access for instructional and administrative staff at The Peak.
- n. GISD will provide copier machines, fax machines, and phone lines for GISD staff at The Peak.

D. Duties of the Peak

1. Facilities

- a. The Peak shall provide any additional classroom facilities at The Peak, beyond those already provided by GISD, that are necessary to deliver educational services to school-age students.
- b. Classroom facilities provided at The Peak shall adhere to NMPED minimum square-foot/student guidelines on classroom space.
- c. Regular custodial services for the portable buildings will be rendered or paid for by The Peak. Such services will be performed after the school

day is over to ensure that instruction is not disrupted and to ensure that the facilities are clean and in a reasonable state of upkeep.

2. Student-related Services

- a. The Peak agrees to assure the confidentiality of all educational records generated as a result of its admission, treatment, discharge or service delivery to GISD students from its facility or programs.
- b. The Peak shall cooperate with GISD in complying with the Child Find requirements in Part B of the IDEA that requires states to ensure that all children with disabilities who are in need of special education and related services are identified, located and evaluated.
- c. The Peak ensures that at least one 'tech' will always accompany a group of one to six students to their assigned classrooms; two 'techs' will accompany a group of seven through twelve students; and three 'techs' will accompany groups of thirteen or more.
- d. The Peak agrees that the Peak's Educational Liaison or designee will be contacted immediately to correct any deviations from the agreed-upon 'tech'/student ratio.
- e. The Peak shall ensure that Peak staff escort students to and from classrooms and maintain order, discipline, and safety within the classrooms.
- f. The Peak agrees to deliver all students to the classroom(s) on time in order to ensure that students receive all scheduled educational services.
- g. The Peak agrees, to greatest extent possible, to provide any required

medications to students during non-instructional time.

- h. The Peak shall provide all documentation required to enroll a student in the GISD including a current immunization record, proof of birth or birth date, and a copy of a complete Peak Admission "face sheet".
- i. The Peak shall ensure that the immunization records of students seeking to enroll in GISD comply with the requirements in NMSA 1978 24-5-2. The Peak recognizes that it is unlawful for any student to enroll in school unless he has been immunized, as required by the department of health, and can provide satisfactory evidence of such immunization. However, if the student produces satisfactory evidence of having begun the process of immunization, he may enroll and attend school as long as the immunization process is completed within 30 calendar days. Students not complying with this requirement will be disenrolled by the GISD unless the student is properly exempted from the immunizations requirements in accordance with NMSA 1978 24-5-3.
- j. The Peak will provide a liaison/contact person to work with GISD site administrator(s) to address educational procedures, programs, and policies.
- k. The Peak will provide access to hospital records for GISD staff as necessary for educational planning for students at The Peak.
- l. The Peak agrees to support the instructional procedures outlined in Section 5.13 (Residential Treatment Center) of the Special Education Procedures Handbook which is an Appendix to this Agreement.

E. Insurance

Each party shall furnish to the other proof of property and liability insurance covering its duties and responsibilities hereunder with limits at least equivalent to those required by the New Mexico Tort Claims Act. See NMSA 1978 41-4-1 through 41-4-27.

F. Liability

Except as otherwise provided above, each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own negligence or violation of any federal or state requirements applicable to the performance of this Agreement.

G. Amendment

This Agreement shall not be altered, changed, or amended except by an instrument in writing and executed by the Parties hereto.

H. Integration of Contract

This Agreement incorporates all of the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understands, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodies in this Agreement.

I. Termination

This Agreement may be terminated by either of the Parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The party seeking termination of the Agreement shall be responsible for all costs associated with removal of the portable buildings provided by GISD. If both parties agree to terminate this

agreement, both parties will agree to share equally in the costs to remove footings, utilities, and restore sit to its original condition.

J. Assignment

Neither party shall assign or transfer any interest in this Agreement or assign any claims or money due or to become due under this Agreement.

K. Non-waiver

Nothing in this Agreement shall constitute a waiver of existing legal rights and remedies in the event of a breach of this Agreement.

L. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico. IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed by their respective officers and said Agreement will become effective as of the date listed above.

Date: _____

BOARD OF EDUCATION OF GADSDEN
INDEPENDENT SCHOOL DISTRICT
By: _____
Its _____ and authorized
representative for and on behalf of the Board of
Education

Date: _____

PEAK BEHAVIORAL HEALTH SERVICES
By: _____
Its _____ and authorized
representative for and on behalf of its Board of
Directors