

**Spring Branch Independent School District
Agenda Item Information**

Date of Board Meeting: June 25, 2007

Subject: Request for Approval of Agreement between Spring Branch ISD and The Menninger Clinic for School Year 2007-2008.

Administrator Responsible:

Name: Jennifer Blaine, Ed. D.

Position: Associate Superintendent for Curriculum and Instruction

Purpose of Agenda Item:

Information only Action needed Report

Additional Information and/or Back-Up:

Menninger Clinic (located at the former Spring Shadows Glen site within our attendance zone) is a specialty hospital for school-age children (12 years old +). Menninger is a prestigious and nationally recognized institution. These students are in the Spring Oaks Middle School and Spring Woods High School attendance zones. Spring Branch ISD will be providing educational services for the students who reside in the hospital. They anticipate no more than 30-35 students to be in attendance at any one time. The average stay is 3-5 months. The ARD committee will determine appropriate services and placements for these students. Menninger will be contributing the cost that exceeds the reimbursement from State and Federal funds. We are required to provide these services and appreciate Menninger's partnership in this effort.

AGREEMENT

THIS AGREEMENT is entered into by and between the Spring Branch Independent School District, an independent school district existing under the laws of the State of Texas (hereafter "SBISD" or "the District") and the Menninger Clinic (hereafter "Menninger"), and is effective on the date set forth below.

WHEREAS, Menninger has informed SBISD that, on the condition that, prior to 1st day of July, 2007, Menninger receives certain governmental approvals and determinations, as of the 1st day of July, 2007, Menninger hopes and expects to begin operation of a residential treatment facility for school age children, some or all of whom may be eligible for special education and related services from the District; and

WHEREAS, the parties hereto by this Agreement desire to set forth the terms and conditions upon which the District will provide educational services to residents of the Menninger facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Term. Subject to the pre-effective date termination provisions set forth in paragraph 15, the term of this Agreement shall be one year from the effective date as set out in paragraph 15, below. However, unless both parties give the other notice thirty days prior to the expiration of the original or any renewal term of their intent to extend this Agreement for one (1) year more year, this Agreement shall automatically expire at the end of the then-current term, unless earlier terminated for cause.

2. Services Provided by the District. SBISD agrees to provide the following instructional/related services with curriculum and materials to be selected by SBISD based on a total enrollment of 27 students, to be paid for by Menninger in accordance with the schedule set forth below:

Personnel

3.0 Teachers	
@ \$45,000 ea. for 189 days/inc. benefits	\$135,000
.5 Campus Instructional Specialist (CIS)	
@ \$54,000 for 212 days/inc. benefits	\$ 27,000
.2 Educational Supervisor	13,000
.2 LSSP	13,000
.5 Clerk @ \$ 15,300 for 189days	7,650

The parties agree that in the event Menninger enrolls fewer than 27 students, the resources listed above may be reduced proportionately as mutually agreed upon by the Principal of the school and SBISD. .

Contracted Services

Any related service determined appropriate by ARD (Admission, Review, Dismissal) Committee will be contracted as needed at the going rate of approximately \$40 to \$50 per hour (i.e., speech therapy, occupational therapy, etc.).

All personnel supplied by SBISD will be the employees of SBISD and will work according to the SBISD calendar established by the Board of Trustees and/or the contract of the individual employee. Hours of work will be determined by SBISD. The SBISD school calendar will, for all purposes, be applicable to instructional services provided to students.

3. Extended School Year Services (ESY)

3.0 Teachers @ \$25.00 per hour @ 3 hours per day x 4 days
per week x 6 weeks \$1,800 (x3) = \$5,400

1.0 Clerk @ \$14.00 per hour @ 3 hours per day x 4 days
per week x 6 weeks \$1,008

1.0 Summer Administrator @ \$35.00 per hour @ 3.5 hrs.
per day x 4 days per week x 6 weeks \$2,940

4. Supplies and Materials. SBISD will furnish the following supplies and materials, to be paid for by Menninger in accordance with the following schedule:

Instructional Supplies & Materials	\$ 10,000
(To establish 4 classroom units with texts, teacher editions, reading materials, science kits, maps and globes, math manipulatives, puzzles, perceptual training materials, handheld calculators, Assistive technology materials, minor AV equipment/tape recorders, art materials and supplies, test materials, etc. The amount of the payment may be reduced proportionately in the event fewer than 27 students enroll.)	\$ 2,500 per classroom

Consumable supplies (paper, pencils, chalk, markers, posters, grade books, etc.)	2,000
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Teacher-controlled reinforcements for Adaptive Behavior	2,000
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Testing supplies and materials

6,000

5. Technology. SBISD will provide the following services to make the Menninger facility technologically compatible with the District, to be paid for by Menninger in accordance with the following:

SBISD will purchase SASI licenses for up to 27 students for a cost of \$1,300. The annual support will be \$300. Additional licenses will need to be purchased if there are more than 27 students.

A switch to support above communications that meets the specifications of SBISD will be provided by Menninger at its expense.

A total of 12 computers (eight classroom computers and four instructional/diagnostic staff computers) that meet the specifications of SBISD will be provided by Menninger at its expense.

There is a back out cost for the fiber connection, based on a 10-year contract. Back out costs:

At the end of Year 1 - \$8,000

At the end of Year 2 - \$5,400

At the end of Year 3 - \$3,600

At the end of Year 4 - \$1,500

At the end of Year 5 - \$1,500

Computer based on-line curriculum site license - \$5,000

Mileage for Spring Branch ISD itinerant staff - \$1,000

SBISD agrees that SBISD personnel providing services in accordance with this Agreement will comply with applicable laws, rules and regulations related to the provision of educational services contemplated herein. SBISD agrees, to the extent authorized by law, to promptly notify Menninger of any failure to maintain required licenses or of any investigation of SBISD relating to the services SBISD is providing under this Agreement by any licensing or regulatory agency.

6. Services/Supplies Supplied by Menninger. In addition to making the payments to SBISD in the amounts set forth above for the services described above, Menninger agrees to provide sufficient classroom furniture, storage furniture for teachers and students, study carrels and files with locks to furnish at least four classrooms (based on an enrollment of 27 students) for use by SBISD personnel in providing educational services/related services to students at Menninger. Menninger

agrees to supply phone service and telephones sufficient, in Menninger's reasonable estimation, for use by the SBISD staff in the performance of their educational functions under this Agreement.

Menninger also agrees to provide parking on site sufficient, in Menninger's reasonable estimation, for SBISD staff who will be providing services under this Agreement along with any necessary key to the facility or other items which in Menninger's reasonable estimation, may be required in order for school personnel to perform their duty under this Agreement and to provide appropriate educational services to the students at Menninger.

Subject to, and conditioned on compliance with, applicable state and federal privacy laws, Menninger agrees to supply SBISD with such available information regarding the students in attendance in the school program at the facility as may be reasonably necessary or required to provide a safe and appropriate education. Menninger agrees to supply personnel knowledgeable about the students in the educational program to attend ARD meetings for the students from time to time as may be requested by SBISD personnel, and to be available to consult with SBISD personnel regarding the information the District staff may require to provide educational services to the student.

Subject to, and conditioned on compliance with, applicable state and federal privacy laws, Menninger agrees to supply SBISD with such available information regarding the students in attendance in the school program at the facility as may be reasonably required for SBISD to provide a safe and appropriate education as required by law. With reasonable prior notice, Menninger shall ensure that (I) personnel knowledgeable about the students in the education program attend ARD (admission, review, dismissal) meetings for students from time to time as may be requested by SBISD personnel, and (II) appropriate personnel are available to consult with SBISD personnel regarding the information SBISD staff may require to provide education services to the student.

Menninger agrees to make reasonable efforts to ensure the safety of SBISD staff and to promptly notify the District of any event or condition which in Menninger's reasonable estimation may affect the ability of SBISD to provide educational services to residents of the Menninger facility in a safe environment.

Menninger agrees to comply with all applicable laws, rules and regulations related to the type of facility being operated by Menninger and to promptly notify SBISD of any failure to maintain any required licenses or of any investigation initiated by any licensing or regulatory agencies into any aspect of the operation of the Menninger facility.

7. Payments. SBISD will provide invoices for all services to be paid for by Menninger under this Agreement. Payment shall be due within thirty days of receipt of invoice.

8. Reimbursement. SBISD acknowledges that after the initial year of providing services to Menninger pursuant to this Agreement, SBISD may be eligible for reimbursement from state or federal authorities for some or all of the expenses Menninger agrees to pay in parts 2, 3, and 4

above. If SBISD is so reimbursed, in whole or in part, SBISD agrees that such amounts it receives for serving the students at the Menninger facility will be reimbursed or otherwise credited to Menninger for the expenses in parts 2, 3, and 4 above that Menninger paid SBISD.

9. Applicability of Laws, Rules and Regulations. This Agreement is expressly subject to all applicable state and federal laws, rules and regulations. Should any portion of this Agreement be declared or determined not in compliance with any applicable federal or state law, rule or regulation, that provision shall be deemed stricken, and all remaining provisions shall remain in full force and effect.

10. Confidentiality of Information. The parties agree that each will maintain the confidentiality, to the extent required by applicable law, of information concerning each student for whom SBISD will be providing services. Menninger shall exert its best efforts to obtain a release from the parent, guardian or otherwise authorized person, for each student for whom SBISD will provide services under this Agreement. The parties agree that the release attached as Attachment A hereto, conforms to the requirements of Texas and federal law and, if properly executed, will allow SBISD access to information, otherwise confidential, which is necessary or appropriate for use by SBISD in providing services under this Agreement. Menninger agrees to use such form in exerting its efforts to secure releases for each student enrolled in Menninger's education program. A copy of any release will be provided to SBISD. If Menninger and SBISD are not able to obtain a release for a prospective student in Menninger's education program, SBISD will not be obligated to provide education services to such student.

11. Insurance Requirement. Menninger agrees to maintain insurance in amounts sufficient to comply with all SBISD policies and procedures regarding insurance requirements for third-party vendors and supply proof of same annually on the effective date of this Agreement. Menninger agrees to notify SBISD of any lapse in insurance coverage required by SBISD policy. SBISD agrees to maintain insurance covering acts and omissions by SBISD personnel providing services to Menninger hereunder with a reputable insurer at reasonable limits for a government entity. A copy of such insurance policy has been provided to Menninger.

12. No Third-Party Beneficiaries. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any parent, student, employee or other party who is not a signatory to this Agreement.

13. Governing Law and Venue. This Agreement is made and performable in Harris County, Texas, and shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit, arbitration or other dispute shall be in Harris County, Texas.

14. Headings. Headings in this Agreement are for the convenience of the parties and are not to be used in construing the document.

15. Effective Date. This Agreement shall automatically renew as stated in Item 1. This Agreement shall be effective for the 2007-2008 school year and will include summer ESY services. Notwithstanding the foregoing, Menninger may terminate this Agreement any time by notifying SBISD of its intention to do so in writing within 30 days of termination. In the event Menninger exercises its right to terminate this Agreement in accordance with this Section 15, then as of the date of such notice, this Agreement shall be null and void and of no further force or effect.

THIS AGREEMENT shall automatically renew annually. This Agreement shall be amended periodically as determined between the two parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representative:

Spring Branch Independent
School District

The Menninger Clinic, a Texas
Non-profit corporation

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for notice:

Address for notice:

Date Sent/Mailed: _____

**SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF SPECIAL EDUCATION**

- Release information
 Request information

**MEDICAL/PROFESSIONAL RELEASE
CONSENT FOR RELEASE OR REQUEST TO SECURE CONFIDENTIAL INFORMATION**

Please Print

Student's Name: _____ DOB: _____ ID#: _____

Current Address: _____

Home Phone: _____ Work Phone: _____ Current School: _____

We are asking that you authorize the person or agency named below to release/to request specified records containing confidential information regarding the above named student to the following:

Send information to:

Request information from:

Person & position/agency making request

Person & position/agency to whom request is made

Address: _____

Address: _____

PLEASE check (√) appropriate boxes below:

RECORDS TO BE RELEASED/RECORDS REQUESTED	PURPOSE OF DISCLOSURE
<input type="checkbox"/> Academic/School History	<input type="checkbox"/> Educational Planning
<input type="checkbox"/> Psycho-educational Report (FIEE)	<input type="checkbox"/> Parent Request
<input type="checkbox"/> Social History	<input type="checkbox"/> _____
<input type="checkbox"/> Consent for Assessment	<input type="checkbox"/> _____
<input type="checkbox"/> Home Language Survey	<input type="checkbox"/> _____
<input type="checkbox"/> Related Service Records	<input type="checkbox"/> _____
<input type="checkbox"/> Assistive Technology	<input type="checkbox"/> _____
<input type="checkbox"/> Individual Transition Plan	<input type="checkbox"/> _____
<input type="checkbox"/> Behavior Intervention Plan	<input type="checkbox"/> _____
<input type="checkbox"/> Medical Reports	
<input type="checkbox"/> Psychological Evaluation	
<input type="checkbox"/> Vision/Hearing	
<input type="checkbox"/> ARD/IEP Reports	
<input type="checkbox"/> Vocational Testing	
<input type="checkbox"/> Speech/Language	
<input type="checkbox"/> OT/PT Reports	
<input type="checkbox"/> Consent for Initial Placement	
<input type="checkbox"/> Individual Health Plan	

PLEASE check (√) appropriate boxes below:

YES NO

I have been fully informed and understand the school's request for my consent, as described above.

This information will be released/requested upon receipt of my written consent.

I understand that my consent is voluntary and may be revoked at any time.

PARENTS: Your rights were explained to you when your child was initially referred for special education assessment. Federal regulations require that parents and adult students be provided a full explanation of all procedural safeguards in their native language or other mode of communication each time the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of the student, or the provision of a free appropriate public education (FAPE).

Explanation of procedural safeguards was given to _____ on _____
NAME DATE

SIGNATURE OF PARENT, GUARDIAN, SURROGATE PARENT, OR ADULT STUDENT DATE

SIGNATURE OF INTERPRETER, IF USED DATE

Please return this form to (or) for more information contact: _____

(PHONE): _____
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