

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA
DEPARTMENT OF EDUCATION, DEKALB COUNTY SCHOOL DISTRICT
AND LAUREL HEIGHTS HOSPITAL**

This Memorandum of Agreement is made and entered into this 1st day of July 2024, by and between the DeKalb County School District, hereinafter referred to as the “School District,” and Laurel Heights Hospital.

WHEREAS, Laurel Heights Hospital has been operating an educational program for students admitted pursuant to O.C.G.A. § 20-2-133 and

WHEREAS, this Memorandum of Agreement provides for collaborative procedures between the agencies to ensure that the educational requirements for students eligible pursuant to O.C.G.A. § 20-2-133, and State Law, are met while the students are receiving educational services at Laurel Heights Hospital;

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises, agreements, covenants and benefits contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed upon by the parties, do agree as follows:

1.

Effective Date. This Agreement shall be effective on and after the 1st day of July 2024 and shall run through June 30, 2025. It is contemplated by the parties that this type of Agreement shall be implemented for additional one-year terms. Specific provisions regarding the reevaluation/renewal/termination provisions of this Agreement are set forth in paragraphs 16 and 17.

2.

Definition of Eligible Students. Unless otherwise specified, this Agreement and all references to students herein pertain only to students who are eligible to attend pursuant to O.C.G.A § 20-2-133 at Laurel Heights Hospital; and, who are unable to leave the facility to attend school in the School District; and who are legally eligible to receive services from the School District. This Agreement does not apply to Laurel Heights Hospital students who have been placed by other school districts solely for educational reasons.

Pursuant to IDEA, and including, but not limited, to State Board Rules 160-4-7-.03 Child Find Procedures and 160-4-7-.19 Services for Agency-Placed Students, the School District shall work with Laurel Heights Hospital to ensure that all students with disabilities receiving educational services within Laurel Heights Hospital receive a free and appropriate public education. The School District shall provide technical assistance and oversight to assist Laurel Heights Hospital in completing evaluations, eligibility determinations, triennial reviews, IEP development, and IEP implementation. Laurel

Heights Hospital and the School District shall follow the requirements set forth in the student's IEP.

Once an eligible student (who remains eligible to attend school in the School District pursuant to state law) is placed outside of the residential facility, the School District shall enroll and educate the student in the appropriate School District school. The determination as to appropriate services and placement for a student with disabilities shall be facilitated by the DeKalb Special Education staff and IEP Team which includes a School District representative. In cases where a move to a School District placement is contemplated, Laurel Heights Hospital shall provide sufficient notice to the School District to allow an appropriate representative to attend and participate in the IEP meeting.

3.

Coding and Student Data. The School District shall provide Laurel Heights Hospital with access to the student information system ("SIS") software and the Student Longitudinal Data System ("SLDS") for the School District onsite at Laurel Heights Hospital. The School District shall provide training to Laurel Heights Hospital on how to enter the student information and data into the system. Laurel Heights staff (principal, special education specialist, and others as identified, will be given DeKalb County email privileges and privileges into databases.) Other than technical assistance and training related to the student information system, no other technology services will be provided to Laurel Heights Hospital by the School District. Laurel Heights Hospital shall be solely responsible for timely and accurate entry of all student information into the system. The School District shall include Laurel Heights Hospital students in all data reports made to the Georgia Department of Education ("GaDOE"), including the Federal DATA Report, the Discipline Report, and other reports required by state and federal laws regarding confidential student records of any kind. Laurel Heights Hospital shall comply with all federal and state laws regarding confidential student records of any kind. Laurel Heights Hospital shall be responsible for maintaining the security of student information at all times and shall limit access to said information to qualified, trained staff, who shall access said information on a need to know basis only. Laurel Heights Hospital shall indemnify and hold harmless the School District from any liability caused by the inappropriate release of, access to, or dissemination of student information.

4.

Food services. Laurel Heights Hospital will continue to be responsible for food services provided to Laurel Heights Hospital students, including compliance with all Federal and State statutes and regulations. Free and reduced applications and associated services shall continue to be the sole responsibility of Laurel Heights Hospital, including the timely, accurate reporting of students eligible for free and reduced meals to the state. This information shall also be reported to the school system Director of Food Service. Free and reduced applications shall be provided by the District to Laurel Heights to be included in the enrollment process. Completed forms will be reported to the school system Director of Food Service.

5.

FTE Funding. Pursuant to O.C.G.A. § 20-2-133, GaDOE is calculating an amount of funding (FTE) based on the number of eligible students admitted at Laurel Heights Hospital. The calculation is based on program data submitted by Laurel Heights Hospital through the DeKalb County School District to the GaDOE. Upon receipt of the FTE monies from GaDOE allocated for Laurel Heights Hospital, the School District shall be ready to pass the FTE funds through to Laurel Heights Hospital. The funds will be wired to Laurel Heights Hospital's bank account within five business days of receipt of the funds. The School District shall recoup any administrative costs at the school district's indirect cost rate as defined by GaDOE through funds allocated pursuant to O.C.G.A § 20-2-133.

It is understood that the intent of the funds is to enable Laurel Heights Hospital to employ appropriate staff to teach on the campus of Laurel Heights Hospital and to procure appropriate instructional materials. It is understood that Laurel Heights Hospital will provide all services to students for which FTE funds are received. Laurel Heights Hospital will ensure that all teachers under this Agreement shall have State of Georgia certification. Laurel Heights Hospital shall be responsible for the salaries and benefits of the teachers during the entire school year. This includes summer employment or employment outside the School District school calendar, including any vacation and holidays the teachers choose to work. Laurel Heights Hospital will provide substitute teachers. Laurel Heights Hospital teachers will adhere to the Laurel Heights Hospital calendar with the assurance that vacation, holidays, staff development related activities are followed.

The funds could also be used for Laurel Heights Hospital to employ and assume responsibility for paraprofessionals to assist teachers as needed on the campus of Laurel Heights Hospital. If paraprofessionals are employed, Laurel Heights Hospital shall be responsible for hiring the paraprofessionals and ensuring that they meet all requirements under federal and state law.

Any staff hired using FTE funds shall become employees of Laurel Heights Hospital. Laurel Heights Hospital shall be solely responsible for the salary and benefits including workers' compensation of their employees. Laurel Heights Hospital will provide substitute teachers in accordance with GaDOE guidelines.

Laurel Heights Hospital shall be responsible for ensuring that staff hired with the FTE funds are certificated under the Every Student Succeeds Act within the timelines prescribed by the U.S. Department of Education, taking into account any flexibility granted to the state of Georgia. The Georgia Professional Standards Commission is the state agency in charge of establishing and enforcing professional teaching standards and certifying and licensing teachers. The DeKalb County School System will be available to advise and support in the hiring of certified teachers.

6.

Grant Funding. The School District shall distribute funds of the grant in O.C.G.A. Section 20-2-133(b)(5) if such funds are allocated to Laurel Heights Hospital to cover any

appropriate additional costs incurred by Laurel Heights Hospital. Funds will be awarded if the General Assembly has appropriated such funds for the grant and if Laurel Heights Hospital meets the guidelines.

These state grant funds must be used for the following purposes (with appropriate documentation): direct and indirect costs (upon approval). Direct costs are those incurred for activities directly associated with the education of eligible children such as, salaries, wages and benefits for teachers and paraprofessionals; costs for instructional materials and supplies; costs associated with classroom-related activities and equipment; and any other appropriate instructional expenses. Indirect costs such as cost incurred for administration, plant operations and maintenance, food services, transportation, instructional support including media centers, teacher training, and student support such as nurses and guidance counselors.

7.

Timeframe of Grant Distribution. The School District shall distribute the grant funds to Laurel Heights Hospital within 10 business days of receipt of the monthly installments from GaDOE.

8.

Expenditure Controls. Laurel Heights Hospital shall be audited in the same manner the School District is audited on an annual basis. The School District has oversight of all funds received under O.C.G.A. § 20-2-161 Quality Based Education Formula. These state grant funds must be used for the following purposes: direct instructional costs (teachers, aides/paraprofessionals, counselors, subject specialists, textbooks, supplies, equipment); operations; and indirect instructional costs (psychologists, social workers, principals, school and central office support, facility/maintenance/operations personnel, staff development, media). The School District must provide an annual end of the year expenditure report 30 days after the close of the state fiscal year to GaDOE to ensure that funds are being spent in accordance to state laws and State Board of Education rules.

9.

Background Checks. All Laurel Heights' staff (principal, special education specialist, and others as identified), that are provided DeKalb County email privileges and privileges into data bases, agree to a background check. The above- mentioned Laurel Heights staff, shall undergo the same criminal background check, within the last 365 days, as required by School District employees. Such background checks will be performed by School District at the expense of Laurel Heights. Additionally, any charges against Laurel Heights' staff may be deemed unacceptable in School District's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of School District's background check results, School District may demand that the personnel named in the check result, not be provided email privileges and privileges into data bases.

Confirmation of background checks must be submitted in writing to the School District to: Dr. Erin Broyard-Baptiste, DeKalb County School District, 1040 King Way Dr. Lithonia Georgia, 30058.

10.

Additional Supports. The School District may make staff development opportunities and training available to Laurel Heights Hospital's teachers and staff through the School District Professional Development Department. Also, the School District will provide technical assistance and oversight in order to assist Laurel Heights Hospital in completing eligibility determinations, triennial reviews, IEP development, and IEP implementation. Laurel Heights Hospital shall have access to the School District's policies and procedures associated with referrals to special education, vision/hearing screenings and provision of all related services and may elect to follow those procedures to the extent applicable. DeKalb schools will provide Laurel Heights Hospital with all related service providers background checks, a copy of their DeKalb County ID Badge, and driver's license. The School District will agree to provide Laurel Heights Hospital with information regarding vendors and information about contracting for related services for special needs students. Laurel Heights Hospital will not receive any services for transportation or food service from the School District.

11.

Assessments. The School District shall provide state assessments for eligible students as set forth in paragraph 2 to be administered by Laurel Heights Hospital certified staff under the supervision of Laurel Heights Hospital's School Test Coordinator. The School District System Test Coordinator agrees to include the Laurel Heights Hospital Test Coordinator in all training sessions as to the protocols of such testing and requirements for receiving, securely storing test materials and distributing and administering tests. The School District Test Coordinator has the authority to enter and monitor all testing locations to verify that test security is maintained. All applicable visitor procedures will be followed. If a student is admitted under a physician's order due to meeting medical necessity for a diagnosed mental illness and is a resident of another state, Laurel Heights will work collaboratively with the resident state to ensure any testing pursuant to federal law, regulations and ESSA is provided.

12.

Title I. Laurel Heights Hospital has previously been eligible for participation under Title I. Nothing under this Agreement is intended to impact Laurel Heights Hospital's eligibility under Title I or the School District's obligations under Federal and State statute and regulations. As a designated school of the School District, Laurel Heights Hospital shall be considered for participation under Title I of the Every Student Succeeds Act ("ESSA"). The School District shall meet all the requirements for the inclusion and participation of Laurel Heights Hospital in accordance with Title I, Part A of the Elementary and Secondary Education Act, as amended by ESSA. These requirements include, but are not limited to, provisions for high-quality academic assessments, qualified teachers, professional

development, poverty criteria, ranking order, allocations, school improvement, and parental involvement.

13.

Records. Subject to state and federal laws, the School District, GaDOE, its agents, and the state auditor's office shall have the right to examine and copy all school records, reports, documents and files relating to any activity, program or DeKalb County student of Laurel Heights Hospital. The School District and Laurel Heights Hospital shall cooperate fully to share all social histories, observations, and education records, including, but not limited to, IEPs, education-related evaluations, and assessments. This excludes any access to medical records (i.e. Psychological, Treatment Plans, Medical History) or any other medical records that are covered under HIPPA. All student data is submitted by Laurel Heights Hospital through the DeKalb County School District portal to the GaDOE. The School District is entitled to receive copies of any and all data submitted by Laurel Heights Hospital to GaDOE and any GaDOE response to such data if any exchange occurs outside of the Portal. Under the Family Educational Rights and Privacy Act (FERPA), prior consent by a parent or guardian to disclose personally identifiable information from education records is not required for exchanges of information between the School District and Laurel Heights Hospital as necessary to the implementation of this Agreement. Laurel Heights Hospital will be responsible for the retention of the official school records for all students educated on the Laurel Heights Hospital campus. Laurel Heights Hospital agrees to comply with all state and federal laws, rules, regulations and guidelines for record retention.

14.

Accountability. Laurel Heights Hospital agrees that in order to comply with federal and state law regarding special education, GaDOE shall monitor students with disabilities placed in Laurel Heights Hospital. This shall include facility reviews, records reviews, timeline reports, focused monitoring, and all other activities for compliance monitoring. In order to comply with federal and state law regarding special education, the School District shall monitor students with disabilities in Laurel Heights Hospital. The School District shall be responsible for ensuring that a free appropriate public education ("FAPE") is provided to these students to include all services in the student's IEP.

All formal complaints, mediation requests or due process hearing requests regarding admitted students at Laurel Heights Hospital shall be responded to jointly by the School District and Laurel Heights Hospital. The School District serves as the Local Education Agency (LEA) and shall notify GaDOE of all formal complaints, mediation requests of due process hearing requests filed. The School District and GaDOE will cooperate with Laurel Heights Hospital and provide technical assistance (that shall not be considered legal advice) as appropriate in responding to such complaints or requests. Laurel Heights Hospital recognizes that specialized legal expertise in these areas may be helpful or necessary and agrees to seek advice of its counsel, as Laurel Heights Hospital deems necessary, at Laurel Heights Hospital's sole expense.

15.

Release. Laurel Heights Hospital shall indemnify and save and hold the School District and GaDOE, their partners, elected officials, employees, officers, directors, subcontractors, agents, and anyone acting on their behalf (collectively referred to as

“Indemnitees”) harmless against any and all claims, demands, suits, costs, judgment, in law or equity, or any other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury to property or persons (including but not limited to violations of civil rights), occurring or allegedly occurring, in connection with the operation of Laurel Heights Hospital from conduct committed by Laurel Heights Hospital, or by its employees, officers, directors, subcontractors, agents, or anyone acting or purporting to act on its behalf, during the term of this Agreement or any renewal thereof. Upon timely written notice from the School District and/or GaDOE, Laurel Heights Hospital shall allow the School District and/or GaDOE to defend itself in any such action or proceedings and, in such a case Laurel Heights Hospital shall reimburse the School District and/or GaDOE for any and all costs associated with said defense. Each party shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying party in the defense of the claim or litigation, provided, however, that the timing of the notice given to Laurel Heights Hospital shall not relieve Laurel Heights Hospital of its duty to fully indemnify and hold harmless Indemnitees. Except as expressly provided, each party shall be responsible for its own legal representation. Except where there is an actual or potential conflict of interest, Laurel Heights Hospital, the School District, and/or GaDOE will fully cooperate in good faith with legal counsel for one another in connection with any legal claim asserted against either of them in connection with Laurel Heights Hospital and may, in their discretion, enter into a joint defense arrangement calling for the collective assertion of the joint defense privilege. Notwithstanding any other provision of this Agreement, neither party shall settle or compromise any claim against the other without the express written permission of that party. This indemnification shall not apply to the extent that any claim, lien, demand, suit or liability results from the sole negligence or wrongful act or omission of any Indemnitees or from any act or omission of Laurel Heights Hospital required by law or this Agreement. Nothing herein shall waive the right of Indemnitees or Laurel Heights Hospital employees and board members to assert any statutory or legal defense of sovereign immunity or official immunity. This indemnification, defense, and hold harmless obligation shall survive the termination of this agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any lawsuit, without relieving the indemnifying party of its obligation hereunder.

16.

Non-agents. The parties hereto expressly acknowledge and agree that Laurel Heights Hospital is not acting as the agent of the School District or GaDOE, except as required by law or this Agreement, and neither the School District nor GaDOE assumes any liability for any loss or injury resulting from (1) the acts and omissions of Laurel Heights Hospital, its directors, trustees, agents or employees or (2) any debt or contractual obligation incurred by Laurel Heights Hospital. Laurel Heights Hospital acknowledges that it is without authority to, and will not, extend the faith and credit of the School District or GDOE to any third party.

17.

Non-discrimination. Laurel Heights Hospital agrees it shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or for special educational services. Furthermore, Laurel Heights

Hospital agrees it shall not discriminate on any basis that would be illegal if used by a school system.

18.

Georgia's Single Statewide Accountability System. Laurel Heights Hospital agrees for purposes of the accountability program provided for in O.C.G.A. §§ 20-14-30 through 20-14-41, all facilities serving children in Residential Treatment Facilities shall be consistent with State Board of Education rules and regulations, treated as a single Local Education Agency; provided, however, that this shall not be construed to alleviate any responsibilities of the School District for the education of these students.

19.

Severability. In the event that any provision of this Agreement or the application hereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

20.

Delegation. The parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the School District, GaDOE, and Laurel Heights Hospital.

21.

Termination. It is understood and agreed that because this contract is geared toward the academic year of teaching, educational services for students, and the employment of teachers, unilateral termination during the term of this contract is not appropriate. Therefore, the parties agree to provide the other party with six (6) months advance notice of early termination of this Agreement. In no event shall termination occur, except for a complete failure of operations of the campus of Laurel Heights Hospital, in less than sixty (60) days (it being understood that this provision relates to early termination of this Agreement without cause, but does not relate to non-renewal, as described below). Notice of any early termination shall be in writing and shall be deemed to have been given as of the date and time that it is (1) hand delivered, (2) delivered by the United States Postal Services, Certified Mail, return receipt requested, postage pre-paid, (3) delivery is completed by a nationally recognized overnight delivery company, or (4) delivery is made by facsimile and evidence of such transmission is retained by the sender.

22.

Re-evaluation/Renewal. Due to the complexity of issues involved and anticipated additional funding issues, approximately sixty (60) days prior to the end of the term of this Agreement, the parties retain the right to meet for the purpose of evaluating the performance of the parties and the other factors involved in the operation of the Agreement. Following these discussions, the parties are expected to enter a new

Agreement in order to fulfill the requirements of state law, specifically Senate Bill 618, or amendments thereto.

23.

Amendments in Writing. This Agreement may be amended in writing upon the approval of all parties.

24.

Indemnification, Litigation, and Settlement. Laurel Heights Hospital shall indemnify and hold harmless the School District and GaDOE, or anyone acting on their behalf (collectively referred to as "Indemnitees") against any and all claims, demands, suits, costs, judgment, in law or equity or any other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury to property or persons (including but not limited to violations of civil rights), occurring or allegedly occurring, in connection with the operation of Laurel Heights Hospital from conduct committed by Laurel Heights Hospital, or by its employees, officers, directors, subcontractors or agents, or anyone acting or purporting to act on its behalf, during the term of this Agreement or any renewal thereof.

In any litigation for which indemnification is sought, each party shall give prompt written notice to the other of the assertion or commencement of any claim and shall cooperate with the indemnifying party in the defense of the claim or litigation. Except where there is an actual or potential conflict of interest, Laurel Heights Hospital, the School District, and/or GaDOE shall fully cooperate with legal counsel and may, in their discretion, enter into a joint defense arrangement calling for the collective assertion of the joint defense privilege.

The School District and/or GaDOE shall have the right to defend itself in any such action or proceedings and, in such a case, Laurel Heights Hospital shall reimburse the School District and/or GaDOE for any and all costs associated with said defense and shall not be relieved of any obligation hereunder. Neither party shall settle or compromise any claim against the other without the express written permission of that party. Nothing herein shall waive the right of Indemnitees or RTF to assert any statutory or legal defense of sovereign immunity or official immunity.

This indemnification shall not apply to the extent that any claim, lien, demand, suit or liability results from the sole negligence or wrongful act or omission of any Indemnitees or from any act or omission of Laurel Heights Hospital required by law or this Agreement. This indemnification obligation shall survive the termination of this agreement.

25.

Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Georgia.

This Agreement is entered into this 17 day of April in the year 2024.

DeKalb County School District

Cathy Gordon

Laurel Heights Hospital

Date

4-17-24

Date