



New Mexico School for the Blind and Visually Impaired

1900 North White Sands Boulevard
Alamogordo, New Mexico 88310
Telephone (505) 437-3505
Fax (505) 439-4411

June 15, 2005

Gadsden Independent Schools
Attn: Special Education Director
PO Drawer 70
Anthony, NM 88021

Dear Special Education Director,

Enclosed are three (3) originals of the Outreach Itinerant Services Joint Powers Agreement for the 2005-2006 SY. Please have your School District Superintendent sign all three originals, and **return all three to the NMSBVI Business and Finance Office as soon as possible**. This will allow time for NMSBVI to forward them to the New Mexico Department of Finance and Administration (DFA) for approval by the deadline date of July 29, 2005.

Once the JPA has been approved by DFA, a copy with original signatures will be forwarded to your school district.

NMSBVI will not be able to provide Outreach services to your school district without a current, signed and approved Joint Powers Agreement.

Thank you for your prompt attention to this matter.

Sincerely,

Julianne Hall
NM School f/t Blind and Visually Impaired
Accounts Receivable Specialist
505-439-3505 x169
505-439-4406 Fax
jhall@nmsbvi.k12.nm.us

Enclosures

BOARD OF REGENTS

Dave Baland
Albuquerque

Katherine Ingold
Alamogordo

James Miyagishima
Alamogordo

Brian Quintana
Albuquerque

Alicia McAninch
Alamogordo

Dianna Jennings - *Superintendent*

JOINT POWERS AGREEMENT

Gadsden Independent Schools

&

**NEW MEXICO SCHOOL FOR
THE BLIND AND VISUALLY IMPAIRED**

THIS AGREEMENT is made and entered into by the Gadsden Independent Schools, hereinafter referred to as the "District" and the New Mexico School for the Blind and Visually Impaired, hereinafter referred to as "NMSBVI".

WHEREAS, the District and NMSBVI are public agencies authorized to enter into Joint Powers Agreements (JPAs), in accordance with and pursuant to the Joint Powers Agreement Act, Section 11-1-1 through 11-1-7, New Mexico Statutes Annotated 1978; and

WHEREAS, school districts are required to provide special education appropriate to meet the needs of all exceptional children unless otherwise provided by law; and

WHEREAS, the District and NMSBVI are undertaking an agreement whereby NMSBVI Outreach will provide certain educational related outreach services to students enrolled in the District and who are on the active Outreach Services caseload.

NOW, THEREFORE, the District and NMSBVI, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. DEFINITIONS

As used in this Agreement:

- A. "School District" means that area of land established as political subdivision of public schools and segregated geographically for taxation and bonding purposes;
- B. "Local School Board" means the governing body of the school district;
- C. "State Board" means the State Board of Education created pursuant to Article XII, Section 6 of the Constitution of the State of New Mexico;
- D. "Superintendent" means the Superintendent of school district employed pursuant to Section 22-5-4(B), NMSA 1978;
- E. "Regional Educational Cooperative (REC)" if applicable means that entity established pursuant to State Board of Education (SBE) Regulation No. 84-6 and/or any amendments hereto;
- F. "Students" means students who are enrolled in the district's special education program and are on the Outreach Services active caseload;
- G. "Individualized Education Program (IEP)" means a written statement for an individual with disability(ies) that is developed and implemented according to state and federal regulation;

- H. "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of \$500.00 or more per unit;
- I. "Supplies" means all tangible personal property other than equipment;
- J. "IDEA" means the Individuals with Disabilities Education Act, as amended;
- K. "Standards" means the latest edition or revision of the Education Standards for New Mexico Schools as promulgated by the State Board of Education or any successor regulation(s) thereto.
- L. "Family Support Services" means support services that are necessary to assure that a student is able to attend school and that he/she is able to learn while at school. These services could include liaison work between the family and other service providers or medical personnel; assistance provided to the family to aid in gaining access to social services; transportation to medical vision appointments; transportation to educational meetings; and family training to meet the needs of children with visual impairments. In addition to these services mentioned, other services may be considered on a case by case basis between the Special Education Director and the Outreach Director.

II. SCOPE OF AGREEMENT

NMSBVI agrees to provide special education and vision related services to students who have been referred to NMSBVI Outreach by the District in accordance with NMSBVI Outreach Services Assessment/Referral procedures and/or referred to NMSBVI Outreach by the District in accordance with and pursuant to the Scope of Work set forth in Paragraph VI of this agreement.

III. EFFECTIVE DATE AND TERM

This Agreement shall not become effective until approved by the NMSBVI Superintendent, the School District Superintendent and the New Mexico Department of Finance and Administration (DFA). This Agreement shall be effective for the **2005-2006 SY**, unless terminated by either of the parties pursuant to Paragraph IV of this Agreement.

IV. AMENDMENT

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

be subject to the approval of the NMSBVI Superintendent and the School District Superintendent.

V. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) 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.

VI. SCOPE OF WORK

- A. The District agrees to be responsible for parent notification and consent for placement requirements as set forth in Standards.
- B. The District and NMSBVI share joint responsibility for diagnostic services as required by Standards. NMSBVI will be responsible for the assessment of the vision disability-specific core curricula needs in the following areas: functional vision, learning media assessment, orientation and mobility (O&M), and other unique specialized needs of visually impaired learners. If NMSBVI Outreach does not have available staff to complete the necessary assessments, then NMSBVI campus will provide this assessment. If the assessment occurs on the NMSBVI campus, this will be provided at no cost to the district. The school district assumes responsibility for all other assessments. NMSBVI and the district will ensure qualified diagnostic personnel licensed or certified by the State Board of Education conduct all assessments.
- C. The District's IEP Committee shall refer a student, when a visual impairment is documented by a current eye report, to establish the need for NMSBVI services. The District's IEP Committee shall, prior to referring a student to NMSBVI Outreach Services in accordance with NMSBVI Outreach Services Assessment/Referral procedures, initiate and conduct a meeting to develop the IEP in accordance with Standards and 34 CFR Part 300. The District hereby acknowledges its final responsibility for insuring the IEP meets the requirements of 34 CFR 300.340-300.349 or any successor regulations and of the Standards. If the student's assessed needs show specialized vision services are needed and NMSBVI Outreach cannot meet these needs due to staff constraints, NMSBVI campus program will offer to meet the student's needs if that placement is the least restrictive environment (LRE). If the IEP committee determines that the district is the LRE, the district will provide the services for the student. If given a two to three week notice, NMSBVI Outreach Itinerant teachers should be able to adjust their schedule and

be available to attend a student's IEP upon request by the district during the contracted period, with the exception of the following dates to allow for professional development and mandatory NMSBVI trainings: August 15-19, September 19-23, October 31 - November 4, 2005, February 6-10, and April 17-21, 2006.

- D. The District agrees to submit a copy of the completed IEP of all active Outreach students to NMSBVI within 30 days of the date of the IEP.
- E. NMSBVI agrees to provide related services as set forth in the IEP for active Outreach students. Active Outreach students are those whom the District has referred to NMSBVI Outreach. Referral must be in accordance with NMSBVI Outreach Services Assessment/Referral procedures and the student must meet the eligibility requirements for Outreach services. NMSBVI assures that certified orientation and mobility specialists and/or teachers of the visually impaired will provide all services.
- F. The school district will be billed for all services provided to the active students. These services will include but not be limited to: travel time, report writing, preparation time, and evaluation time.
- G. NMSBVI agrees to provide family support services as defined in Section 1, Definitions for active Outreach students when requested by the school district in writing. NMSBVI and the district agree to share the cost of the family support services expense with the cost to the district limited to fifty percent. The parent must give authorization before the NMSBVI Outreach itinerant teacher can provide transportation for family support services approved by the district.
- H. NMSBVI agrees to ensure that all state requirements such as fingerprinting, background checks, teacher certifications, etc. are met.
- I. NMSBVI will accept new referrals only from 1 Aug to 15 April to allow itinerant teachers adequate time to assess the new student prior to going off contract for the school year. Referrals will not be accepted from 16 April through 31 July.
- J. The school district will be responsible for extended school year services.
- K. The student's parent must sign NMSBVI's Authorization for Orientation and Mobility Training and Transportation form letter in order for the NMSBVI Outreach itinerant teacher to provide orientation and mobility (O&M) services and transport the student for O&M training. The parent must give authorization before the NMSBVI Outreach itinerant teacher can provide O&M services. If the parent does not give authorization for

the NMSBVI Outreach itinerant teacher to transport their student for these services, the District will provide transportation services to these students referred to NMSBVI Outreach by the District.

- L. At the request of either party, the District and NMSBVI or their designees shall meet to review compliance with the terms of the Agreement, the programs provided and the progress of students referred to NMSBVI by the District.
- M. NMSBVI agrees to maintain, make available and submit on official forms such reports, records and/or data as required by NMSBVI, the District and/or the Department of Education.
- N. The parties acknowledge that there will be no charges or fees to the primary caretaker, parent, guardian or person having custody of a student referred to NMSBVI pursuant to this Agreement and in accordance with state and federal requirements for a free appropriate public education (FAPE).
- O. The district agrees to coordinate scheduling of IEPs for active Outreach students two to three weeks in advance so the NMSBVI Itinerant Teacher can attend.
- P. The district and NMSBVI agree that the NMSBVI Itinerant Teachers will not be available to provide student services on the following dates due to professional development and mandatory NMSBVI trainings: August 15-19, September 19-23, October 31 - November 4, 2005, February 6-10, and April 17-21, 2006.

VII. APPROPRIATION

The terms of this Agreement are contingent upon the District's receipt of funds set aside specifically to support students with visual impairments attending local school districts under the Public School Finance Act and IDEA. If sufficient appropriations and authorizations are not available, this Agreement shall terminate upon written notice given by the State Department of Education.

VIII. COMPENSATION

In consideration of the services performed pursuant to this Agreement, the District agrees to pay to NMSBVI the compensation described below effective July 1, 2005:

- A. The District will purchase from NMSBVI services as stipulated in the student's IEP and additional services as requested by the school.
- B. Services will be provided as a result of the number of hours reflected on each student's IEP. Services will be billed monthly at the rate of \$45.00 per hour plus applicable Gross Receipts Tax. Services to be billed will include: direct teaching; initial assessment; 3-year re-evaluation; orientation and mobility; learning media assessments; functional vision assessments; blindness awareness for Outreach students, classroom, and teachers; driving time from the itinerant's home office to the district and return, or from student to student; prep time; evaluations; miscellaneous requested services; and attendance at IEPs.
- C. The district may request additional services such as: file searches, consultation, family support services, training sessions (i.e. in-service for staff, agencies, and student bodies), and special events (such as accompanying a student during field trips.) With the exception of family support services, these additional services will also be billed monthly at the rate of \$45.00 per hour plus applicable Gross Receipts Tax. NMSBVI and the district agree to share the cost of the family support services expense with the cost to the district limited to 50 percent.
- D. The school district will be billed at the rate of \$45.00 per hour plus applicable Gross Receipts Tax for services in the event the Outreach itinerant teacher is present to provide requested services, but the student fails to show.

IX. MAINTENANCE OF RECORDS

The parties shall maintain any "educational records" (as defined in 34 CFR Part 99, the regulations implementing the Family Educational Rights and Privacy Act of 1974) in accordance with the requirements of the IDEA, the implementing regulations thereto, and the Standards.

X. MERGER CLAUSE

This JPA 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 JPA Agreement. With the exception of any Agreement expressly incorporated by reference herein, no prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

XI. DEPOSITION, DIVISION OR DISTRIBUTION OF MATERIALS, EQUIPMENT, AND SUPPLIES

- A. Materials may be purchased pursuant to this Agreement. The party purchasing the material(s) shall retain possession of any usable materials upon the termination of this Agreement.
- B. Supplies may be purchased pursuant to this Agreement. The party purchasing the supplies shall retain possession of any usable supplies upon termination of this Agreement.
- C. The District will purchase specialized equipment recommended on the student's IEP.

XII. 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.

XIII. STRICT ACCOUNTABILITY OF FUNDS

NMSBVI shall maintain records indicating districts, schools and students served, dates of service, length of time given for services, and nature of services rendered. These records will be forwarded to the NMSBVI business office, which will in turn bill the District on a monthly basis. The parties agree to maintain STRICT ACCOUNTABILITY of funds.

XIV. CHILD COUNT

The parties agree that the District shall be entitled to count students referred to NMSBVI Outreach by the District pursuant to this Agreement in the December 1 child count for purposes of allocation of IDEA funds/Public Law 89-313 funds. The parties acknowledge that students referred to NMSBVI Outreach by the District shall in no event be counted more than once in the December 1 federal child count.

XV. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENT

The District and NMSBVI assure compliance with applicable state and federal statutes and regulations.

XVI. ACKNOWLEDGEMENT OF THE AUTHORITY OF THE DEPARTMENT OF EDUCATION TO APPROVE SPECIAL EDUCATION PROGRAMS

NMSBVI hereby acknowledges the authority of the Department of Education to approve special education programs pursuant to Section 22-13-5, NMSA 1978 and further acknowledges the authority of the State Board to monitor and enforce special education regulations and Standards.

IN WITNESS WHEREOF, the signatories have caused this Agreement to become effective as of the date signed and approved by the NMSBVI Superintendent, the Gadsden Independent Schools Superintendent, and the New Mexico Department of Finance and Administration.

NMSBVI:

Dianna Jennings
Dianna Jennings, NMSBVI Superintendent

6/3/05
Date

Gadsden Independent Schools:

School District Superintendent

Date

APPROVED:

Department of Finance and Administration

Date