

**JOINT POWERS AGREEMENT  
(JPA)**

**GADSDEN INDEPENDENT SCHOOLS**

**AND**

**NEW MEXICO SCHOOL FOR THE DEAF  
PRESCHOOL**

**SCHOOL YEAR**

**2011-2012**

## JOINT POWERS AGREEMENT

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 Deaf**, hereinafter referred to as the "NMSD".

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

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

WHEREAS, the District and the NMSD are undertaking an agreement whereby the NMSD will provide certain educational and related services to students enrolled in the District;

NOW, THEREFORE, the District and the NMSD, 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 a political subdivision of the State for the Administration of public schools and segregated geographically for taxation and bonding purposes;
- B. "Local School Board" means the governing body of the school district;
- C. "Public Education Department" means the State Department of Public Education;
- D. "Superintendent" means the superintendent of schools for the school district employed pursuant to Section 22-5-4(B), NMSA 1978;
- E. "New Mexico School for the Deaf" means that entity confirmed as a state educational institution pursuant to Article XII, Section II of the Constitution of the State of New Mexico or defined as a state institution pursuant to Section 22-1-2(P) NMSA 1978;

- F. "Superintendent of NMSD" means, as indicated by the context, the Superintendent of the state supported school;
- G. "Students" means those two year olds turning three during the school year, three, four, and five year old deaf or hard of hearing children who are entitled to services pursuant to this Agreement;
- H. "Individualized Education Program (IEP)" means a written statement for an individual with disability(ies) that is developed and implemented according to state and federal regulations;
- I. "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of \$5000.00 or more unit;
- J. "Supplies" means all tangible personal property other than equipment;
- K. "IDEA" means the Individuals with Disabilities Education Act of 2004, as amended; and
- L. **Standards** means the latest edition or revision of the New Mexico Administrative Code (NMAC) for New Mexico Schools as promulgated by the Public Education Department or any successor regulation(s) thereto.

II. SCOPE OF AGREEMENT

The NMSD agrees to provide special education and related services to students placed with the NMSD 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 become effective on the date of signature of the respective NMSD and District authorities. This Agreement shall terminate on **June 30, 2012**, unless terminated by either of the parties pursuant to Paragraph IV of this Agreement.

IV. 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.

V. AMENDMENT

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

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 will be responsible for any diagnostic services not identified in VI. E. and for all parent notification procedures related to diagnostic evaluations.
  - 1. The NMSD will provide meals and housing for the family and any assigned school district personnel during diagnostic workups conducted in Santa Fe.
  - 2. The District will reimburse the parents for mileage or, at the prerogative of the District, provide transportation when a joint staff referral is made to the Santa Fe Campus for the diagnostic workup.
- C. The District shall, prior to placing a student with the NMSD, initiate and conduct a meeting to develop the Individualized Education Program (hereinafter referred to as the "IEP") in accordance with **Standards** and 34 CFR Part 300. The IEP shall assure that placements or referrals are made in accordance with the requirements for least restrictive environment. The NMSD agrees that its representative will attend the meeting. The District hereby acknowledges its final responsibility for insuring that the IEP meets the requirements of 34 CFR 300.340-300.349 or any successor regulations and of the **Standards**. The District agrees to provide interpreters as needed.
- D. The NMSD agrees to provide all special education instruction set forth in the IEP of each student placed with the NMSD by the District. The NMSD assures that such services will be provided by individuals licensed or certified by the State Board of Education.

E. The NMSD will provide related and ancillary services as specified in each student's IEP. In addition, the NMSD will provide other services as delineated below:

1. Diagnostic Evaluations
  - a. Audiologicals
  - b. Speech/Language Evaluations/Services
  - c. Educational Diagnostician Evaluations/Services
  - d. Occupational Therapy Evaluations/Services
  - e. Physical Therapy Evaluations/Services
2. Teacher(s)
3. Curriculum
4. Supervision of ancillary, professional, and support staff
5. IEP Committee representatives (joint)
6. Auditory trainers (purchase/repairs)
7. Hearing aids (evaluations/fitting/monitoring)
8. Appropriate playground facilities
9. Teacher Assistants (as necessary)
10. Telephone availability
11. A support system for parents
12. Space appropriate for a preschool/kindergarten learning environment
13. Media equipment and materials
14. Library
15. Photocopying equipment and materials
16. School pictures

F. The District will provide transportation services to students placed with the NMSD by the District.

G. At the request of either party, the District and the NMSD or their designees shall meet to review compliance with the terms of this Agreement, the programs provided, and the progress of students placed with the NMSD by the District.

H. The NMSD agrees to maintain, make available and submit on official forms such reports, records and/or data as required by the District and/or the Department of Education.

I. The parties acknowledge that there will be no charges or fees to the primary caretaker, parent, guardian or persons having custody of a student placed with NMSD pursuant to this Agreement and in

accordance with state and federal requirements for a free appropriate public education (FAPE).

J. The NMSD assures that its facilities:

1. provide access for people with disabilities, and
2. are in conformity with all state and local requirements, including, but not limited to, the requirements of Educational Standards for Excellence for New Mexico Schools, the Fire Marshall, and the Department of Health.

K. The NMSD agrees to provide necessary school supplies and educational materials. The NMSD assures that such school supplies, and educational materials:

1. are in conformity with each student's IEP, and meet the requirements of the State Public Education Department

#### VII. APPROPRIATION

The terms of this Agreement are contingent upon the District's receipt of funds 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 District. The decision of the District as to whether sufficient appropriations are available shall be final and binding upon the parties.

#### VIII. COMPENSATION

In consideration of the services performed pursuant to this Agreement and the other responsibilities undertaken by the New Mexico School for the Deaf as described in Section VI hereinabove, the District agrees to pay to the New Mexico School for the Deaf \$7,500.00 per student for all eligible students reported by NMSD to the District as of the December 1 child count for the **2011-2012 School Year**.

This consideration will be payable by the District on a semi-annual basis for student services actually provided each student enrolled in the program within 15 days after receiving the NMSD's billing notice and the student attendance record.

No compensation from the Public Education Department will be provided for students who are newly enrolled at the NMSD preschool after **December 1 of the School Year.**

IX. MAINTENANCE OF RECORDS

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

X. INTEGRATION OF CONTRACT

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

XI. DISPOSITION, DIVISION OR DISTRIBUTION OF MATERIALS, EQUIPMENT, 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 the termination of this Agreement.

C. No equipment shall be purchased pursuant to this Agreement.

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

The NMSD shall maintain records indicating date, length of time and nature of services rendered. The parties agree to maintain STRICT ACCOUNTABILITY of funds.

XIV. CHILD COUNT

The parties agree that the District shall be entitled to count students placed with the NMSD by the District pursuant to this Agreement in the December 1<sup>st</sup> child count for purposes of allocation of State and IDEA funds. The parties acknowledge that students placed with the NMSD by the District shall in no event be counted on more than one December 1 federal child count.


XV. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The District and the NMSD assure compliance with all applicable state and federal statutes and regulations.

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

The NMSD 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, duly adopted at a regular meeting of the local school board/Board of Regents, to be executed by their respective officers, said Agreement to become effective as of the signature date.

NAME OF DISTRICT	AUTHORIZED SIGNATURE	DATE
		7-11-11
NMSD AUTHORIZED SIGNATURE	DATE	