



**NEW MEXICO
DIVISION OF
VOCATIONAL
REHABILITATION**

Public Education Department

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GOVERNOR**

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SECRETARY OF EDUCATION**

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ASSISTANT SECRETARY FOR
VOCATIONAL REHABILITATION**

March 29, 2007

Gadsden Independent Schools
Selma Nevarez, Spec. Ed. Director
PO Drawer 70
Anthony, NM 88021

Dear Ms. Nevarez:

This letter is in regards to your Cooperative Agreement renewal with the New Mexico Division of Vocational Rehabilitation, New Mexico Technology Assistance Program (NMTAP) ABLE equipment loan bank. The purpose of the cooperative agreement is as follows:

The purpose of the agreement is to effect coordination between the NMTAP and participating member school districts and state-operated schools of your school district. The Assistive Technology Act of 1998 (P.L. 105-394) and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) ensure access to appropriate assistive technology services and devices for students eligible for special education services. The Assistive Technology Act of 1998 (P.L. 105-394), and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) defines A.T. as any item, piece of equipment or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities [20 U.S.C. Chapter 33, Section 1401 (25)]. The NMTAP provides devices through the Assistive Bank of Loan Equipment (ABLE) to assist in evaluating the assistive technology needs of students with disabilities ages 3-21 and/or to provide temporary technology use for a student's identified needs. The ABLE Loan Bank's ultimate goal is to increase, maintain or improve the capabilities of students with disabilities to achieve educational goals in accordance with a free appropriate public education (FAPE) in a least restrictive environment (LRE) as defined in the students' individual educational programs (IEP) and individual transition plans.

The ABLE equipment loan bank allows school personnel that work with persons with disabilities to borrow assistive technology (AT) for evaluation/assessment purposes. This process allows the evaluator to have a trial period with AT before the school decides to purchase.

Enclosed is cooperative agreement for your school district. Please review, sign all **three** agreements, and mail all **three** signed agreements by April 30, 2007, to 435 St. Michaels Dr. Bldg. D., Santa Fe, New Mexico 87505. Attention: Julie Martinez. Should you have any questions you may contact me at (505) 954-8535. Thank you and we look forward to serving your student's assistive technology needs.

Sincerely,



Julie Martinez

ABLE Equipment Loan Bank Manager

Enc: 3 copies Cooperative Agreements/w attachments.

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THE NEW MEXICO TECHNOLOGY ASSISTANCE PROGRAM
OF THE DIVISION OF VOCATIONAL REHABILITATION
OF THE PUBLIC EDUCATION DEPARTMENT
AND THE GADSDEN INDEPENDENT SCHOOLS

COOPERATIVE AGREEMENT NO. 07-

This Agreement is entered into between the New Mexico Technology Assistance Program (NMTAP) of the Division of Vocational Rehabilitation (DVR) of the NM Public Education Department, hereinafter referred to as NMTAP, under the Individual with Disabilities Education Act (P.L. 105-17), the NM Public Education Department, and with participating member school districts and state-operated schools of Gadsden Independent Schools hereinafter referred to as "Parties" who jointly agree as follows:

I. Purpose of Agreement:

The purpose of this agreement is to effect coordination between the NMTAP and participating member school districts and state-operated schools of Gadsden Independent Schools. The Assistive Technology Act of 1998 (P.L. 105-394) and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) ensure access to appropriate assistive technology services and devices for students eligible for special education services. The Assistive Technology Act of 1998 (P.L. 105-394), and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) defines A.T. as any item, piece of equipment or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities [20 U.S.C. Chapter 33, Section 1401 (25)]. The NMTAP provides devices through the Assistive Bank of Loan Equipment (ABLE) to assist in evaluating the assistive technology needs of students with disabilities ages 3-21 and/or to provide temporary technology use for a student's identified needs. The ABLE Loan Bank's ultimate goal is to increase, maintain or improve the capabilities of students with disabilities to achieve educational goals in accordance with a free appropriate public education (FAPE) in a least restrictive environment (LRE) as defined in the students' individual educational programs (IEP) and individual transition plans.

II. Target Group:

Individuals to be served under this agreement will be individuals with disabilities between the ages of 3 to 21 years, as determined eligible for special education programs under the Educational Standards for New Mexico Schools and the Individuals with Disabilities Education Act of 1997 (P. L. 105-17.)

III. Scope of Services:

Individuals with disabilities ages 3 to 21 who are receiving special education will be served through the temporary provision of assistive technology devices for purposes of evaluation and trial use prior to IEP development and implementation. The school may ultimately purchase the equipment for student use and may check out specific devices for certain educational activities conducted at school, in home school settings, or for related home and community use.

IV. Responsibilities:

A. The NMTAP agrees to:

1. Identify, make available, and maintain assistive technology device(s) owned by ABLE to qualified ancillary personnel, such as therapists, teachers, and other parties to participating member school districts and state-operated schools of Gadsden Independent Schools.
2. Coordinate through policies and procedures the checkout, follow-up, and technical assistance for qualified ancillary personnel, teachers, and other parties within participating member school districts and state-operated schools of Gadsden Independent Schools.
3. Provide training and demonstrations of assistive technology device(s) when requested.
4. Identify, adjust, and adapt the assistive technology devices, regarding the above Scope of Services, to meet the individual educational needs of students with disabilities and the needs of their associated family members; and
5. Provide payment for the shipment to and from participating member school districts and state-operated schools of Gadsden Independent Schools .

B. Participating member school districts and state-operated schools of Gadsden Independent Schools agree to:

1. Implement appropriate policies and procedures in the checkout, follow up, and shipping of assistive technology device(s) referred to in the previous Scope of Services. School personnel who are eligible to receive and utilize ABLE loan equipment include therapists and teachers who work directly with students with disabilities and their associated family members, as well as other parties who support academic activities in school, at home, or in community transition.
2. Enter into a separate loan agreement for each student receiving assistive technology device(s) checked out through ABLE.
3. Report on any and all incidents of theft, vandalism, neglect, or loss;
4. Provide appropriate and accessible facilities for NMTAP staff when training(s) and or demonstration(s) are requested.

V. Terms of Agreement:

This Agreement shall become effective on the date when signed by all parties and shall terminate on **June 30, 2008**.

VI. Termination:

Any party may terminate this Agreement by notifying the others in writing at least 60 days prior to the intended date of the termination. In the event that Federal or State laws are amended or judicially interpreted so as to render fulfillment of this agreement on the part of any of the parties impossible, NMTAP and Gadsden Independent Schools shall be discharged from further obligations under the terms of this Agreement.

VII. Confidentiality:

Confidentiality of information provided to or developed by NMTAP, and participating member school districts and state-operated schools of Gadsden Independent Schools in the performance of this Agreement shall be maintained. Students and their parent or guardian, where appropriate, shall sign a release of information to participating member school districts and state-operated schools of Gadsden Independent Schools for sharing evaluation results and other documents that may support the need for short-term loan of assistive technology devices. Any documents regarding the use of ABLE assistive technology devices developed by participating member school districts and state-operated schools of Gadsden Independent Schools shall be made available for review by NMTAP staff.

VIII. Compensation:

Through this Cooperative Agreement, funds will not be payable to or be transferred between any of the parties.

IX. Records and Audit:

Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain detailed records regarding the maintenance, use, and condition of the assistive technology device(s) loaned through ABLE. These records shall be subject to review by the DVR. Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain these records for at least three (3) years following termination of this Agreement.

X. Product of Services: Copyright:

All materials acquired by participating member school districts and state-operated schools of Gadsden Independent Schools under this Agreement regarding use of ABLE assistive technology devices shall become the property of the State of New Mexico and shall be delivered to the NMTAP no later than the termination date of this Agreement. Nothing produced, in whole or in part, by participating member school districts and state-operated schools of Gadsden Independent Schools under this Agreement shall be the subject of an application of copyright by or on behalf of the Agreement.

XI. Amendments:

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

XII. Scope of Agreement:

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

XIII. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

XIV. Title, Maintenance and Disposition of Equipment:

- A. Title to the assistive technology device(s) owned by ABLE shall remain with the NMTAP throughout the term of this Agreement. Participating member school districts and state-operated schools of Gadsden Independent Schools shall take reasonable care to protect the assistive technology device(s) from theft or loss. Participating member school districts and state-operated schools of Gadsden Independent Schools shall inventory the assistive technology device(s) on an ongoing basis, shall be liable to the NMTAP for the theft or loss of the assistive technology device, and shall provide an immediate accounting for all assistive technology devices found to be missing.
- B. Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain the assistive technology device(s) in good and safe condition. The NMTAP and participating member school districts and state-operated schools of Gadsden Independent Schools agree that the use of the assistive technology device(s) for the purposes contemplated in this Agreement involve the possibility of damage to and/or destruction of the assistive technology device(s). Participating member school districts and state-operated schools of Gadsden Independent Schools shall provide an immediate accounting for any assistive technology device(s) found to be damaged or destroyed.
- C. Participating member school districts and state-operated schools of Gadsden Independent Schools shall inspect the assistive technology device(s) prior to its provision to any individual(s) or entity and assure that the assistive technology device(s) is in good and safe working.
- D. Upon the termination of this Agreement, participating member school districts and state-operated schools of Gadsden Independent Schools shall deliver all assistive technology device(s) not previously returned to the NMTAP. If any assistive technology device(s) is destroyed or damaged to the point that it cannot be repaired for safe use, the affected assistive technology device(s) shall be immediately returned to the NMTAP for disposition.
- E. Under no circumstances shall participating member school districts and state-operated Schools of Gadsden Independent Schools dispose of any of the assistive technology device(s) in a manner not provided for under this Agreement.

Attachments:

Attachment A - ABLE Device Procedures

Attachment B - ABLE Application / Release of Information

Attachment C - ABLE Loan Agreement

Attachment D - ABLE Shipping Instructions

