

**Outreach Services for Mentoring**

**JOINT POWERS AGREEMENT**

**Between**

**Gadsden Independent Schools**

**&**

**The New Mexico School for the Blind and  
Visually Impaired**

**2008-2009 SY**

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

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

NOW, THEREFORE, the School 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. "PED" means Public Education Department created pursuant to Article XII, Section 6-A of the Constitution of the State of New Mexico;
- D. "Superintendent" means the Superintendent of the School District employed pursuant to Chapter 22-5-4B, NMSA 1978;
- E. "Regional Educational Cooperative (REC)" if applicable means that entity established pursuant to Chapter 22-2B-3, NMSA 1978;
- F. "Students" means students who are enrolled in the School District's special education program and are on the Outreach Services active or consultant 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 Public Education Commission 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 vision related services to students who have been referred to NMSBVI Outreach by the School District in accordance with NMSBVI Outreach Services Assessment/Referral procedures and/or referred to NMSBVI Outreach by the School District in accordance with and pursuant to the Scope of Work set forth in Paragraph VI of this agreement. For School Districts who have hired their own teacher of the visually impaired or orientation and mobility specialist, a mentorship relationship between NMSBVI and the School District may be set up.

## III. EFFECTIVE DATE AND TERMS

NMSBVI will mail two unsigned JPAs to the School District. To request services from NMSBVI Outreach Services for their students for the 08-09 SY the Superintendent must sign and return both JPAs to NMSBVI. The NMSBVI Superintendent will then sign both JPAs, and one will be returned to the School District. This Agreement shall not become effective until approved by the NMSBVI Superintendent, and the School District Superintendent.

This Agreement shall be effective for the 2008-09 school year, 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 School District agrees to be responsible for parent notification and consent for placement requirements as set forth in Standards in Section I, Definitions.
- B. The School 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. The School District assumes responsibility for all other assessments. NMSBVI and/or the School District will ensure qualified diagnostic personnel licensed or certified by the Public Education Department's licensure unit to conduct all assessments.
- C. When a visual impairment is documented by a current eye report, the School District's IEP Committee shall refer a student to NMSBVI to establish the need for vision services. The School 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 School 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 the Standards. If the student's assessed needs show specialized vision services are needed beyond what can be

provided by NMSBVI Outreach, NMSBVI will work with the School District to problem-solve. Options may include placement on the residential campus, a short term placement on the residential campus to acquire specific skills or mentorship support from NMSBVI for a School District teacher to enroll in coursework to obtain TVI licensure. For some students, services may be jointly provided by both the School District and NMSBVI. Whenever possible, NMSBVI will attempt to provide training and consultative support when requested by a School District. NMSBVI Outreach Itinerants will make every attempt to adjust their schedules and to be available to attend a student's IEP upon request by the School District during the contracted period.

- D. The School 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 vision related services as set forth in the IEP for active Outreach students. Active Outreach students are those students referred by the School District to NMSBVI Outreach and determined by School District and NMSBVI to be one of the students actively served by NMSBVI. All referrals 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 services will be provided by certified orientation and mobility specialists and/or teachers of the visually impaired.
- F. For those School Districts who have chosen to meet the vision-specific needs of their students through the creation of an FTE and enrollment of a teacher in a personnel preparation program leading toward licensing as a teacher of the visually impaired or orientation and mobility specialist, a mentorship process can be set up to support the School District personnel.
- G. The School District will not be billed for mentoring services provided to the active students. These services will include but not be limited to: mileage, report writing, preparation time, direct service and evaluation time.
- H. NMSBVI agrees to provide family support services as defined in Section I, Definitions for active Outreach students. The parent must give authorization before the NMSBVI Outreach itinerant teacher can provide transportation for requested family support services.
- I. NMSBVI agrees to ensure that all state requirements such as fingerprinting, background checks, teacher certifications, etc. are met for NMSBVI personnel.

- J. NMSBVI will accept new referrals on students from August 1, 2008 to April 15, 2009. New referrals will not be accepted from April 16, 2009 through July 31, 2009.
- K. The School District will be responsible for extended school year services.
- L. 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 Orientation and Mobility Specialist 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 School District will provide transportation services to these students referred to NMSBVI Outreach by the School District.
- M. At the request of either party, the School 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 School District.
- N. NMSBVI agrees to maintain, make available and submit on official forms such reports, records and/or data as required by NMSBVI, the School District and/or the Public Education Department.
- O. 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).
- P. The School District agrees to coordinate scheduling of IEPs for active Outreach students two to three weeks in advance so the NMSBVI Itinerant Teacher can attend.

## **VII. APPROPRIATION**

The terms of this Agreement are not contingent upon the School 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. This agreement is for Mentoring services only which NMSBVI will provide at no charge to the School District.

**VIII. COMPENSATION**

In consideration of the services performed pursuant to this Agreement, NMSBVI will provide mentoring services as outlined in Section VI Scope of Work, at no charge to the School District; effective July 1, 2008:

**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 School 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 School 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 School District on a monthly basis. The parties agree to maintain STRICT ACCOUNTABILITY of funds.

**XIV. CHILD COUNT**

The parties agree that the School District shall be entitled to count students referred to NMSBVI Outreach by the School 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 School 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 School 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 Public Education Department to approve special education programs pursuant to Section 22-13-5, NMSA 1978 and further acknowledges the authority of the Public Education Commission 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, and the Gadsden Independent Schools Superintendent.

**Gadsden Independent Schools:**

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**Gadsden Independent Schools Superintendent**

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**Date**

**NMSBVI:**

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**NMSBVI Superintendent**

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**Date**