



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415
rgatlin@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Ron Gatlin, Purchasing Agent

DATE: January 9, 2014

SUBJECT: Approval of Contract El Paso Regional School for the Deaf

As stated in Board Policy CH (Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the contract with the El Paso Regional School for the Deaf for the District. The total amount for the 2014-2015 school year will not exceed \$52,000.00.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends approval of the Contract with the El Paso Regional School for the Deaf not to exceed \$52,000.00 as presented.

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District's policy of non-discrimination contact: Executive Director for Human Resources, (915) 877-7423, 7965 Arcraft Rd., El Paso, TX 79932.

El Distrito Escolar Independiente de Canutillo no discrimina en cuanto a raza, color, origen, género, edad o discapacidad en lo que se refiere a sus prácticas de empleo, o al proveer servicios, actividades y programas educativos y vocacionales. Para mayor información respecto a la política de no discriminación del Distrito Escolar Independiente de Canutillo, favor de contactar a: Director Ejecutivo de Recursos Humanos, (915) 877-7423, 7965 Arcraft Rd., El Paso, TX 79932.



Request for Board Agenda Item

Purchasing Department

Date: Jan. 8, 2014

Campus/Department: Special Education

Vendor Name: El Paso Regional School for the Deaf

Total Cost: \$ 52,000.00

Item Description and Justification for Purchase:

The intent of this agreement is to create a cooperative agreement between the El Paso Regional School for the Deaf and Canutillo ISD for eligible students who are deaf or hard of hearing. \$52,000 has been budgeted as enrollment is variable from school year to school year.

Participating Schools/Departments: District-Wide

Funding Source: 199.11.6229.00.918.23
(Account number to charge)

Ray Z. Chavis *1-8-14*
Campus/Department Administrator Date Signed

**** (Form must be received by the Purchasing Department by the last Wednesday of the month) ****

(To be completed by the Financial Services Division)

Purchasing Method: *Interlocal Agreement*

[Signature] *1/8/2014*
Purchasing Agent Date Signed

[Signature] *1/9/14*
Executive Director of Financial Services Date Signed

SHARED SERVICES ARRANGEMENT CONTRACT

FOR

THE EPISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

1. AGREEMENT

The El Paso Independent School District (EPISD), referred hereinafter as "EPISD" or "Fiscal Agent," and Anthony Independent School District, Canutillo Independent School District, Clint Independent School District, Dell City Independent School District, Fabens Independent School District, Fort Hancock Independent School District, San Elizario Independent School District, Sierra Blanca Independent School District, Socorro Independent School District, Tornillo Independent School District, La Fe Preparatory School, Ysleta Independent School District, Dell City Independent School District, Sierra Blanca Independent School District, Alpine Independent School District, Fort Davis Independent School District, Van Horn Independent School District, Balmorhea Independent School District, Marathon Independent School District, Marfa Independent School District, Presidio Independent School District, San Vicente Independent School District, Terlingua Consolidated School District, Terrell County Independent School District, Valentine Independent School District, referred to hereinafter as "participants," hereby enter into this Shared Services Arrangement (SSA) Contract for the EPISD Regional Day School Program for the Deaf (RDSPD). EPISD shall furnish the facilities and it shall serve as the Fiscal Agent for the SSA. The EPISD and the participants shall collectively be referred to as "members" of this RDSPD SSA.

2. INTENT OF THE AGREEMENT

The intent of this agreement is to create a cooperative agreement whereby the members may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing within the boundaries of ESC Region 19 and ESC Region 18, ages birth through 22 pursuant to Sections 29.007 and 30.081-30.087 of the Texas Education Code. The need of additional funds to maintain a quality educational program for the hearing impaired children of the Region necessitates this agreement.

3. MEMBER RESPONSIBILITIES

3.1 Each member agrees to pay an amount determined on a prorated basis of students residing in their district enrolled in the EPISD RDSPD (see Article 7 Fiscal Practices). Each member further agrees to pay for the costs of interpreter services incurred by any student from that district attending summer school classes and/or participating in extra-curricular activities (e.g. UIL, clubs, sports, etc.) in EPISD. Each participant shall make such payment from current revenues available to it during the current school year, and represents that it anticipates having current revenues to pay such amount.

3.2 Members will be responsible for the initial referral process, including a full individual evaluation and any appropriate evaluations needed to establish eligibility; and documentation of initial ARD committee meeting, which includes representation from the RDSPD.

3.3 When possible, member representative(s) will attend ARD committee meetings held at the EPISD RDSPD cluster sites.

3.4 Each member will provide transportation for their district or school's students from home to RDSPD cluster site and back home.

3.5 Each member will be responsible for any legal fees incurred due to complaints, grievances or litigation, and residential placement expenses incurred in connection with that member's students or parents.

3.6 Each member is responsible for employing and dismissing staff who serve only that member and for expenditures incurred related to any grievances, lawsuits, or any other legal actions taken by that member's employees.

4. NONMEMBER PARTICIPATION

4.1 Should a Local Education Agency (LEA) seek to become a member of the EPISD RDSPD SSA, a written request must be provided to the program administrator for management board consideration. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this agreement.

4.2 Students from LEA's other than those members who are parties to this agreement may be considered for placement upon request to the program administrator of the RDSPD. Tuition rates per student from nonmember districts will be determined by the program administrator.

5. MANAGEMENT BOARD

5.1 The management of the EPISD RDSPD SSA shall be overseen by a management board consisting of the special education director, or such other person as may be designated by the superintendent or chief executive officer, of each member located within the Region 19 area and will meet at least annually to review/revise the shared services arrangement contract. Any member district located outside of the Region 19 area that has a student who is receiving services from the EPISD RDSPD will also have the right to designate a representative to sit on the management board for so long as that district has a student receiving services.

5.2 The management board shall be chaired by the representative, or designee, of the fiscal agent, the EPISD. The chair of the management board, or designee, shall maintain official meeting minutes.

5.3 Other meetings shall be scheduled as determined by the chairperson whereby the management board may either meet as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation and short and long term needs of the EPISD RDSPD SSA.

6. FISCAL AGENT

6.1 By this agreement the members and the EPISD RDSPD agree to abide by the regulations as outlined by the State Board of Education Rules for Special Education Services, and by the policies established by the Board of Trustees of the El Paso Independent School District, which acts as fiscal agent for the Regional Day School Program for the Deaf. No additional written rules for this shared services arrangement are contemplated at this time, beyond those stated and referenced herein.

6.2 EPISD shall act as fiscal agent for this shared services arrangement with respect to budgeting, accounting, and reporting matters, including matters related to required procedures and rules for obtaining and expending federal and state funds.

6.3 Responsibilities of the EPISD RDSPD, with respect to those students that enroll in and attend the EPISD RDSPD SSA cluster sites, shall include, but are not limited to:

- three year full and individual evaluation and appropriate

- assessment as determined through a Review of Existing Evaluation Data (REED) ARD;
- scheduling and documentation of the annual ARD committee meetings;
- scheduling and documentation of ARDs or ARD Amendments, as necessary;
- speech therapy per each student's IEP;
- counseling services;
- audiological services per each student's IEP;
- fm listening devices and classroom amplification systems per each student's IEP;
- physical and occupational therapy per each student's IEP;
- parent training;
- sign language interpreter services per each student's IEP;
- Reporting PEIMS data for all students at the cluster sites, and any other reporting required by TEA, state or federal law of the Fiscal Agent on behalf of the SSA.

6.4 The EPISD RDSPD SSA will provide for eligible students receiving itinerant teacher services at an EPISD RDSPD SSA member district, school or parent/infant teacher services as per the Memorandum of Understanding between the Interagency Council on Early Childhood Intervention (ECI) and the Texas Education Agency (TEA):

- Direct itinerant and early intervention services from an RDSPD certified teacher of the deaf and hard of hearing;
- Consultative/Monitoring itinerant services
- Attendance at ARD meetings for students receiving itinerant teacher services by a certified teacher of the deaf and hard of hearing;
- Attendance at Individualized Family Service Plan (IFSP) meetings for families receiving parent/infant services by a certified teacher of the deaf and hard of hearing;
- Audiological services and classroom amplification for students receiving direct services for 45 minutes or more a week from an EPISD RDSPD teacher.
- For districts outside of the Education Service Center/Region 19 area, the charge for these services shall be \$50.00 an hour, including travel time, plus mileage reimbursement at the EPISD rate.

6.5 Other services available to EPISD RDSPD SSA members are:

- Attendance of RDSPD certified teacher of the deaf and hard of

hearing at ARDs for non-RDSPD students. For districts outside of the Education Service Center/Region 19 area, the charge for these services shall be \$50.00 an hour, including travel time, plus mileage reimbursement at the EPISD rate;

- Consultation to the districts and schools;
- Services requested.

6.6 EPISD shall be accredited as an independent school district and shall provide grades Preschool Program for Children with Disabilities (PPCD) through twelve.

6.7 EPISD shall be responsible for employing and dismissing all staff that actually work at the EPISD RDSPD, and such staff shall be governed by the EPISD's general policies.

6.8 Employment matters relating to EPISD itinerant teachers and other staff providing services on behalf of the EPISD RDSPD SSA under this contract shall be the responsibility of the EPISD. EPISD shall be responsible for handling any grievances, lawsuits, or any other legal action filed against it by its employees.

6.9 EPISD will provide transportation for EPISD students only.

7. FISCAL PRACTICES

7.1 The budget for the EPISD RDSPD is developed and managed by the Administrator of the Program. The Directors of Special Education of each member district and charter school with the assistance of the Region 19 Education Service Center will review the developed RDSPD budget.

7.2 EPISD RDSPD SSA excess costs are determined by the difference between the projected actual federal and state deaf education entitlements, projected funds collected from services provided through Section 6.4 and Section 6.5, and the required actual operating budget. This amount is then divided by the number of students projected to be enrolled in the EPISD RDSPD cluster sites on May 1. Following the EPISD Instructional School Calendar, this amount is divided by the total number of student instructional days for the school year to determine daily per pupil cost. Each member will pay for the number of days each student residing in their district is enrolled in the EPISD RDSPD. For billing purposes only, students enrolled in the EPISD RDSPD as of May 1 will be conclusively presumed to remain enrolled through the end of the school year, and students who do not enroll until after May 1 will not be counted for that school year. The amount to be paid by participants may

increase or decrease year by year.

7.3 Uncontrollable costs and any uninsured liabilities incurred by the EPISD RDSPD or its Fiscal Agent will be allocated among members on a prorated basis according to the formula in Section 7.2. Each member is responsible for insuring its own property and any damage or loss to its own property.

7.4 A bill for payment shall be submitted to each participant on or about May 1, and the district shall pay same within 30 days of the receipt of the bill.

7.5 A separate bill for summer school sign language interpreter services and extracurricular sign language interpreter services shall be submitted to members whose students participate in summer school and who participate in extra-curricular activities on or about July 1. The district shall pay same within 30 days of receipt of the bill.

7.6 The parties anticipate that the EPISD RDSPD SSA shall continue from year to year, subject to withdrawal of members and dissolution.

7.7 Participants will be notified in writing, by June 1 of the fiscal year regarding the tuition per student attending the EPISD RDSPD SSA cluster sites, cost for itinerant teacher services, cost for parent/infant itinerant teacher services, and other services provided, for the following year.

7.8 Each member will be responsible for all other services to be provided to the students covered by the programs listed in Section 6.4 and 6.5 except as specifically provided herein.

7.9 Each member shall be responsible for any residential placement, and any other expenses incurred in connection with its students and residents served pursuant to Section 6.4 and 6.5.

7.10 RDSPD administrative staff and related administrative costs are budgeted within the state entitlement, federal entitlement or tuition funds for provision of deaf education.

8. DISSOLUTION AND RECONFIGURATION

8.1 This contract shall continue in effect until dissolved, as provided below. Individual members may withdraw as provided below.

8.2 A member may withdraw from the EPISD RDSPD SSA by providing written notice of its intention to withdraw to other members. Notice of intention to withdraw shall be provided no later than January 1 preceding the July 1 the district intends to withdraw from the SSA, e.g., a member intending to withdraw effective at the beginning of the 2014-2015 school year shall provide written notice to other members no later than January 1, 2014. No refunds of amounts previously paid shall be due to a member which withdraws.

8.3 Dissolution of this EPISD RDSPD SSA shall require the affirmative vote of a simple majority of the members located within the Region 19 area. The dissolution will take effect on the July 1 following the first January 1 after the dissolution vote. Student eligibility folders will be sent to each student's home district or school. All financial records, copies of personnel records and other records subject to audit or monitoring will remain in the EPISD.

8.4 If the EPISD RDSPD SSA is terminated, the ownership of all assets located at the Regional Day School Program for the Deaf shall remain with the EPISD, except for any assets specifically identifiable as belonging to another district or school.

9. OTHER PROVISIONS

9.1 This agreement shall be effective as to all signatory members effective upon approval by the Fiscal Agent (EPISD). Failure of any participant to approve this agreement shall not affect its validity and enforceability as to the members that do approve it.

9.2 This contract constitutes an "interlocal contract" within the meaning of, and authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code (the "Act"), and, among other things, a contract for purchase under Section 791.025 of the Texas Government Code. The purpose of this contract is to provide "governmental functions or services", within the meaning of the Act.

9.3 Nothing herein shall be construed to be a waiver of sovereign immunity by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. The parties expressly agree that, in all things relating to this contract, they are performing governmental functions, as defined by the Texas Tort Claims Act, and that every act or omission of the parties which, in any way, pertains to or arises out of this Agreement falls within the

definitions of governmental function. The parties express their intent not to create any indemnity, hold-harmless or similar obligation of any party to this contract. Furthermore, no party shall be required hereunder to incur any monetary obligations or expend any funds that are not appropriated and budgeted by it; payment of any amounts in excess of budgeted figures by each party is conditioned upon it being able to obtain and appropriate funds for such payment. Continued membership in the EPISD RDSPD SSA is conditioned on payment in full of all amounts owing.

Executed this _____ day of, 2013

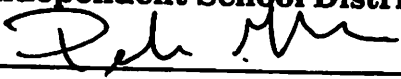
Anthony Independent School District (Co. Dist. #071-906)

By _____
Superintendent of Schools (or Designee)

As authorized by its Board of Trustees at its meeting on _____, 2013.

Executed this 7/23/2013 day of, 2013

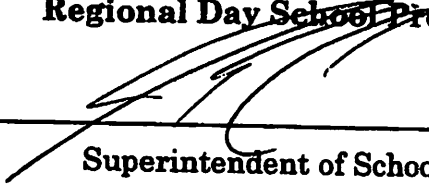
Canutillo Independent School District (Co. Dist. #071-907)

By 
Superintendent of Schools (or Designee)

As authorized by its Board of Trustees at its meeting on July 23, 2013, 2013.

**El Paso Independent School District (Co. Dist. #071-902), Fiscal Agent,
Regional Day School Program for the Deaf**

By



Superintendent of Schools (or Designee)

As authorized by its Board of Trustees at its meeting on

October 15, 2013.