



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 22, 2017

Purpose: Report Only Recognition Discussion/ Possible Action

From: Delinda Castro, Chief Academic Officer
Michael Balderrama, Executive Director of School and Community Partnerships

Item Title: Memorandum of Understanding between Edgewood ISD and South San Antonio ISD for Edgewood ISD to provide Disciplinary Alternative Education Program (DAEP) services for South San Antonio ISD students for the 2017-18 school year.

Description:

Consent: South San Antonio ISD will contract with Edgewood ISD to provide DAEP services to South San Antonio ISD. South San Antonio ISD shall receive all Average Daily Attendance (ADA) funds received from the State for eligible students enrolled in SSAISD participating in the program. Transportation for SSAISD students to the DAEP at Edgewood ISD will be provided by South San Antonio ISD.

Recommendation:

To approve the Memorandum of Understanding between Edgewood ISD and South San Antonio ISD for Edgewood ISD to provide District Alternative Education Program (DAEP) services for the students of South San Antonio ISD for the 2017-18 school year.

District Goal/Strategy:

Strategy 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Funding Budget Code and Amount:

\$200,000.00

CFO Approval

[Handwritten signature]

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

[Handwritten signatures and date 8-9-17]

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

This Memorandum of Understanding is entered into by and between the following school districts: Edgewood Independent School District (“receiving District” or “EISD”) and South San Antonio Independent School (“SSAISD”) District for the express purpose of contracting for Disciplinary Alternative Education Program (“DAEP”) services.

WHEREAS, the Contracting Districts are local governments and the Cooperative DAEP in the context contemplated herein is a "governmental function and service" as that term is defined in the Texas Interlocal Cooperation Act, ("Act") codified as Chapter 791 of the Texas Government Code;

WHEREAS, the Act authorizes local governments to contract or agree with other local governments in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually;

WHEREAS, Chapter 37 of the Texas Education Code permits school districts to place students in a disciplinary alternative educational program;

WHEREAS, the Parties agree that the Cooperative DAEP established by this Memorandum of Understanding may serve certain students who have been placed in a disciplinary alternative education program by a Contracting District; and
WHEREAS, the Parties agree that the educational services of the Cooperative DAEP should be administered most efficiently at a centralized location;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

1.0 General Purpose

The Cooperative DAEP is established by the Contracting Districts for students who have been placed in a disciplinary alternative education program by the Contracting Districts.

2.0 Administration of the Cooperative DAEP

2.1 Edgewood Independent School District shall serve as fiscal agent ("Fiscal Agent") for the Cooperative DAEP.

2.2 Edgewood Independent School District shall:

1. Supervise students assigned to the Cooperative DAEP in accordance with applicable state and federal law;
2. Provide administration for the educational services provided by the Cooperative DAEP;
3. Be responsible for developing classroom guidelines for student conduct ;
4. Report grades to South San Antonio Independent School District;
5. Furnish normal teaching supplies and uniforms;
6. Establish the school day, including the beginning, ending and education times in accordance with applicable state laws, performance goals and objectives of the program;
7. Be responsible for the classroom environment, i.e., classroom setup;
8. Implement the Student Code of Conduct approved by the Fiscal Agent;
9. Provide standard school amenities, including nurse, counselors, and lunch program; and
10. Establish the Cooperative DAEP calendar based on the Edgewood

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

Independent School District's academic year calendar.

- 2.3 The Cooperative DAEP will operate at 900 San Eduardo, San Antonio, Texas 78237 ("Campus").

All expenses for maintenance of the campus shall be borne as provided herein.

- 2.4 Eligible students from SSAISD participating in this program shall be enrolled as students at SSAISD. SSAISD shall receive all Average Daily Attendance (ADA) funds received from the State of eligible students enrolled in SSAISD participating in this program. Eligible students from EISD shall be enrolled as students from EISD. EISD shall receive all ADA funds received from the state of eligible students enrolled in EISD participating in the program.

- 2.5 The Edgewood Independent School District shall be responsible for designating a Campus Administrator to oversee the educational services to be provided. Edgewood ISD shall also be responsible for the supervision and oversight of the educational programs and supervising educational personnel serving the campus.

- 2.6 Upon the assignment of a student to the DAEP and the determination that services required by a student's Individualized Education Program ("IEP") or Behavior Intervention Plan ("BIP") cannot be provided in the general DAEP setting at Edgewood ISD, an eligible student shall have services provided by their respective District.

3.0 Funding

- 3.1 South San Antonio I.S.D. shall pay Edgewood I.S.D. a guaranteed fee of

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

\$200,000 to provide services for a maximum of 20 (twenty) seats from South San Antonio I.S.D.

- 3.2 The fee for enrollment of any additional student shall be calculated based on a daily rate of \$56.82 per student and the students will only be admitted so long as the receiving District (Edgewood I.S.D.) has the capacity available.
- 3.3 The Annual Cost per Seat and the Daily Rate shall be reviewed and adjusted to cover costs on an annual basis, if necessary. An increase or reduction in annual cost per seat for a new term year will be calculated by the receiving District who will notify the South San Antonio I.S.D. not later than May of the existing contract year.
- 3.4 South San Antonio I.S.D. shall notify the receiving District, in writing, not later than January 15 of the number of contracted seats required in the subsequent term.
- 3.5 Payment to Edgewood I.S.D. shall be made for one-half of the Annual Fee not later than September 30th of the term year and the remaining one-half not later than January 30th of the term year.
- 3.6 Payments of the Daily Rate shall be made by June 30th of the term year.
- 3.7 The home school district shall pay the expense necessary to address or accommodate any additional needs of students with disabilities. Such services, costs and expense incurred because of special services required by a student's Individualized Education Program (hereinafter, "IEP") or accommodation plan shall remain the responsibility of the home school district recommending the placement.

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

3.8 Any unpaid balances pursuant to this Agreement shall be subject to the Texas Prompt Payment Act of Texas Government Code Chapter 2251.

4.0 School Districts' Participation

4.1 Each District will retain their respective ADA funding for students to the extent permitted by law.

4.2 In addition to paying the Annual Fee and Daily Rate as provided herein, South San Antonio I.S.D. will provide the following to Edgewood I.S.D. for each of the District's students in the DAEP:

1. All necessary textbooks, including teacher's editions and all teacher resource materials and tests for students working at grade level;
2. All necessary services for students with disabilities not provided by the Cooperative DAEP, including, but not limited to the following:
Special Education assessment services and responsibility for notification and conducting of Admission, Review and Dismissal Committee (hereinafter, "ARD") meetings in accordance with state and federal law; IEP services and special education personnel to implement and monitor IEPs; requirements concerning programs and accommodations for Section 504 students; assistive technology, supplementary aids and services and related services, including transportation, determination necessary for a student with a disability by the student's ARD Committee or 504 Committee;
3. Borrowing privileges, such as library and equipment usage;
4. Standardized testing;
5. Standardized preparation materials for individual grade equivalencies.

4.4 Breakfast and lunch will be provided to each student. In the event that

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

Edgewood I.S.D. is unable to gain reimbursement for meals, South San Antonio I.S.D. will be billed at the end of each year.

- 4.5 Each District shall be responsible for any and all costs incurred as a result of the acts of any one of their students, or as a result of any of their students or their student's families or guardians, including, but not limited to, filing any claim or due process hearing challenging placement, or services or implementation of those services pursuant to 20 U.S.C. sections 1400-1485 (IDEA) 29 U.S.C. section 794 (Section 504 of the Rehabilitation Act of 1973) or Chapter 37 of the Texas Education Code. "Costs" shall include, but not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs. In the event a situation in this paragraph occurs EISD agrees to notify SSAISD within 24 hours.

5.0 Reporting

- 5.1 For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, South San Antonio I.S.D. students enrolled in the Edgewood I.S.D. DAEP shall be reported as if the student were enrolled at the student's home district in the student's regularly assigned education program, including a special education program, where applicable and to the extent permitted by law. The Districts shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System ("PEIMS") reporting requirements for the students placed in the DAEP shall remain the responsibility of the home district, and all ADA funding

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

entitlements generated from such data shall also remain with the home district, to the extent permitted by law.

5.2 PEIMS reports will be the responsibility of the individual school district.

6.0 Staffing and Physical Location

6.1 The receiving District shall provide all educational staff and will be responsible for their training and shall provide educational services as provided herein.

6.2 The receiving District shall provide a campus site and buildings for the Cooperative DAEP. The physical maintenance, utility expenses, and facility standards to comply with the Americans with Disabilities Act shall all be the responsibility of the receiving District.

6.3 Except as provided in this agreement, the educational component of the DAEP shall be subject to the policies adopted by the Board of Managers of Edgewood Independent School District and the staff members shall be subject to the personnel policies of the District.

7.0 Transportation

7.1 South San Antonio I.S.D. shall be responsible for providing transportation, including all necessary accommodations, to their respective students, or to make arrangements with the students' parents to provide transportation.

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

8.0 Term of the Agreement

8.1 The term of this Agreement shall be from August, 2017 to July, 2018. This Agreement may be renewed thereafter on a year-to-year basis by written consent. Either Contracting District may withdraw from this agreement for a subsequent year by providing written notice no later than January 15th of each year. Providing such notice does not relieve either District with their continued responsibilities as provided in the terms of this agreement for the remainder of the academic year.

9.0 General Provisions

9.1 Nothing in this Agreement waives any immunity or defense of the Contracting Districts under both statutory and common law. No provision of this Agreement is consent to suit. There are no third party beneficiaries to this Agreement.

9.2 This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

9.3 Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party.

9.4 All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party.

- 9.5 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

[Signature page follows.]

**MEMORANDUM OF UNDERSTANDING FOR DISCIPLINARY
ALTERNATIVE EDUCATION PROGRAM SERVICES**

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Contracting
Districts by action on dates as indicated below, to be effective the __ day of _____
_____, 2017.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Date of Authorization:

By: _____
President, Board of Trustees

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

Date of Authorization:

By: _____
President, Board of Managers