

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
-----------------------------------	---	----------------------------------

(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s): SAMUEL MIJARES, DEPUTY SUPT. FOR C & I

Briefly describe the subject of the report or recognition presentation.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN SERVING CHILDREN AND ADULTS IN NEED, INC. (SCAN) AND THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT.

(C) Funding Source: Identify the course of funds if any are required

(D) Clarification: Explain any question or issues that might be raised regarding this item.

INTERLOCAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING

This Inter-local Cooperation Agreement and Memorandum of Understanding (the "Agreement") is by and between the Eagle Pass Independent School District (the "District") and Serving Children and Adults in Need Inc. ("SCAN) (collectively the Parties").

EXPLANATORY STATEMENTS

- A. Serving Children and Adults in Need Inc. is opening a residential substance abuse treatment facility for adolescents in Eagle Pass. The purpose of this substance abuse treatment facility is to provide rehabilitation services for adolescents 13 to 17 who have identified substance use disorders and need intensive services to begin their recovery process. Most of these youth will be involved in the juvenile justice system and some of them will be at the facility on a voluntary basis.
- B. This residential facility operated by SCAN will be licensed by the Texas Department of State Health services. SCAN will maintain compliance with all state licensure rules and standards. The facility will have adolescents live on site 24 hours a day seven days a week for an average stay of 90 to 120 days.
- C. The residential facility will be located within the boundaries of the District.
- D. The Facility residents are school-aged individuals who require educational services.
- E. The District as the local educational authority has the expertise and resources to meet the educational needs of youth within their catchment area.
- F. The Parties concur that the education services needed by SCAN's residents can be administered most effectively by the District.

NOW THEREFORE, the District and SCAN agree as follows:

I. Enrollment In the District

SCAN will notify the District within 24 hours or next school day from the date of intake and placement of a resident and will complete the registration packet to enroll this individual in the District. SCAN agrees that it will request all necessary' records from the individual's former school district

II. Dedicated Classroom

SCAN will provide the District at least one (1) classroom in its facility with sufficient number of desks and cubicles. SCAN will maintain the facility to ensure the education setting is effective and conducive to learning. The District will provide other equipment, deemed necessary by the District, to educate SCAN residents. The classroom will be capable of being closed off from other buildings on the facility's campus and will provide direct care staff to support the District's faculty and prevent or reduce disruptions.

III. Dedicated Educational Time

SCAN will set aside a block of time from 8:00 a.m. to 4:00pm dedicated exclusively for the education of the SCAN residents by the District.

IV. District exclusive Control

SCAN agrees that the District personnel providing educational instruction to SCAN residents during the designated education time, shall maintain joint control of the residents and assistance will be available from SCAN personnel. The District agrees that it will notify SCAN personnel of any disciplinary problems created by any resident in order that SCAN can develop behavior management interventions that can motivate the resident to improve his behavior. The District will not interfere with SCAN's behavior management approach or point system and the application of other program's rules as long as these interventions do not interfere with the residents' education, unless otherwise agreed to in writing by the District. SCAN's direct care staff and counselor will be present during classroom instruction to monitor the residents' behavior and help them engage in school activities and display appropriate classroom demeanor. School officials will have unrestricted access to the instructional areas during instructional time.

V. Notification of Termination of Placement

SCAN will inform the District at the time of enrollment of the projected length of placement of every resident placed at the SCAN facility. Should a resident be removed from SCAN prior to completion of his term, SCAN will notify the District of such removal in writing as soon as possible, but not later than 10:00 a.m. the day following the date that termination of placement is known.

VI. Absences

SCAN agrees that it will not keep residents from attending educational activities unless a resident is physically, mentally, or behaviorally unable to attend. SCAN agrees that resident education will not be forfeited so that the SCAN personnel can provide therapeutic activities or other activities related to the residents' treatment unless a student needs to be removed from the classroom for safety purposes or to facilitate the education of the other students.

VII. Areas of Study

The District will provide a certified teacher to SCAN in accordance to the District's calendar. The District agrees to provide instruction to SCAN residents in the areas of English/Language Arts, Mathematics, Science, Social Studies, Physical Education, TAKS Remediation, and Self Discipline and provide Special Education services to those students with special educational needs. If applicable, the students will be allowed to attend public functions under the supervision of SCAN personnel.

VIII. Evening Study Time

SCAN agrees that it will provide each resident with sufficient time for evening study time to complete homework assignments.

IX. District Control of Study

The District agrees that it will not interfere with the operation of SCAN's residential program, except for educational instruction provided in the time allotted. The District will assign a reasonable amount of homework so that residents will be able to complete the assignments during their designated evening study time.

X. Costs to Be Borne by Party Incurring Same

SCAN and the District agree that all costs associated with providing their respective services shall be borne by the party incurring the same and in accordance with state and/or federal law.

XI. Transportation

SCAN will provide all transportation services required of its residents for programming purposes. Any business conducted for educational purposes will take place at the SCAN's residential facility to minimize transportation needs.

XII. Food Services

SCAN will assume responsibility of all obligations and costs associated with providing meals to the residents. The District will never be required to assist SCAN in any way or manner to provide or help in the provision of meals.

XIII. District Responsibility for Grade Reports

The District agrees that all responsibility for grading and grade reporting shall be borne by the District. The keeping of all school data, attendance and recording of all school-related information will be the responsibility of the District; however, the parties agree to share student data with one another in accordance with state and/or federal law. The District will provide grade reports for all students receiving instruction at SCAN's residential facility as is required. The reporting of grades and grade reports will be in the same manner and format as other campuses for the District.

XIV. Educational and Technology Equipment

Any and all of the educational technological equipment purchased by the District for the purpose of educational services of SCAN residents will remain property of the District. The equipment will be housed at the SCAN facility and used specifically to meet the educational needs of the District students who are residing at the SCAN facility. Educational equipment may not be removed from the SCAN facility without written agreement of both parties. SCAN will be responsible for replacing or repairing any lost, stolen, or damaged equipment owned by the District and housed at the SCAN facility. SCAN shall indemnify and hold harmless the District and its employees, officers and agents from any liability arising against the District as a result of the actions or lack thereof of SCAN's staff, volunteers or visitors.

XV. Miscellaneous

It is the intention of the District and the Board to enter into this Agreement to facilitate the delivery of quality educational services to SCAN residents. The Parties agree to enter into good faith

negotiations concerning additional terms or conditions that are not addressed in this Agreement. Further, the Parties agree to execute additional documents that are needed to effectuate the transactions that are contemplated by this Agreement.

XVI. Modifications to this Agreement

The terms and conditions of this Agreement shall not be modified or superseded by any operating policy promulgated by SCAN unless they are in contradictions with those established Policies and Procedures of SCAN and/or the District. Policies regarding health, safety and well-being of residents shall follow the established SCAN Policies and Procedures. No additions, deletions, changes, or modifications of this Agreement as to educational matters or District responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties.

XVII. Terms of Agreement

The terms of this Agreement shall be for the 2015-2016, 2016-2017 and 2017-2018 school years, according to the school calendar adopted by the District, renewable thereafter on a year-to-year basis by written consent of the Parties. This agreement shall be controlled by the laws of the State of Texas. Venue of any dispute arising pursuant to or relating to this agreement shall be exclusive in the State District Courts of Maverick County, Texas.

THIS AGREEMENT HEREBY EXECUTED as authorized by each of the Parties by actions on the dates as indicated at their signature, to be effective the _____ day of _____ 2014.

Eagle Pass Independent School District

By: _____

Signature

_____ Date

Mr. Gilbert Gonzalez, EPISD Superintendent of Schools

Serving Children and Adults in Need Inc.

By: _____

Signature

_____ Date

Ms. Isela S. Dabdoub, Chief executive Officer