



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Agreement between United Independent School District and Serving Children and Adults in Need (SCAN), Inc.

SUBMITTED BY: David R. Canales **OF:** Executive Director of Middle School Education

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: August 19, 2015

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement between United Independent School District and Serving Children and Adults in Need (SCAN), Inc.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**AGREEMENT BETWEEN UNITED INDEPENDENT SCHOOL DISTRICT, AND
Serving Children and Adults in Need (SCAN), Inc.**

WHEREAS, the UNITED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "UISD"), a political subdivision of the State of Texas, and Serving Children and Adults in Need, Inc. (hereinafter referred to as "SCAN, Inc.") have teamed up to provide an educational program for students who reside in the Esperanza Youth Recovery Home, and Youth Recovery Home; and

WHEREAS, the term "Party" or "Parties" in this Agreement refers to the SCAN, Inc. and UISD; and

WHEREAS, all Parties have discussed the provision of educational services for these youth and understand that UISD will provide academic programs using UISD personnel who will be assigned to Esperanza Youth Recovery Home, and Youth Recovery Home and who shall be under the direction of the UISD Executive Director for Middle Schools or designee (hereinafter referred to as "DISTRICT ADMINISTRATOR"), and who shall assist SCAN, Inc. administratively with instructional/curriculum responsibilities and needs of the teachers at this institution; and

WHEREAS, all Parties agree that the development and maintenance of an educational program at Esperanza Youth Recovery Home and Youth Recovery Home would be for their mutual benefit.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement relating to the assignment of teachers from UISD to SCAN, Inc. to serve students residing at Esperanza Youth Recovery Home and Youth Recovery Home, the Parties do hereby agree as follows:

1. During the 2015-2016 school year, UISD agrees to assign adequate teaching staff to Esperanza Youth Recovery Home and Youth Recovery Home.
2. SCAN, Inc. agrees to allow students housed at Esperanza Youth Recovery Home and Youth Recovery Home to attend a full day of classes that would be commensurate to the school day at a district campus. SCAN, Inc. staff assigned to Esperanza Youth Recovery Home and Youth Recovery Home will provide excused absence slips for students who are removed from class for doctor visits, court appearances, and counseling.
3. SCAN, Inc. shall have available an instructional day at Esperanza Youth Recovery Home and Youth Recovery Home commensurate with that of students at their own campus. Scheduling of special transportation services such as family visitation, counseling and court appearances shall be done in a manner that facilitates this mandate most effectively.
4. UISD and SCAN, Inc. shall determine jointly which students are eligible to receive educational services in accordance with this Agreement. The curriculum at Esperanza Youth Recovery Home and Youth Recovery Home includes the Texas Essential Knowledge and Skills in the core curriculum courses prescribed by the Texas Education Agency

(hereinafter referred to as "TEA"). A student portfolio may be requested by a receiving school following the release of the student.

5. UISD shall continually monitor the number of students who are receiving educational services under this agreement to assure that the pupil-teacher ratio shall be no more than and six (6) to one (1) and sixteen (16) to one (1).
6. The teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home shall be employees of UISD, and, as such UISD shall be solely responsible for the payment of salaries and any fringe benefits to the teachers.
7. The teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home shall be subject to all of the policies, rules, regulations and directives of the Texas State Board of Education, Texas Education Agency, and UISD, including, but not limited to, policies and rules on performance on evaluations, salaries and pay scales, reassignment and termination.
8. The teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home shall be under the exclusive supervision of the UISD DISTRICT ADMINISTRATOR, or designee.
9. UISD shall provide the teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home with reasonable opportunities to attend UISD staff development sessions which are appropriate to their positions and duties. UISD teachers and staff assigned to Esperanza Youth Recovery Home and Youth Recovery Home shall also be allowed to participate in training seminars (sponsored by Esperanza Youth Recovery Home and Youth Recovery Home) which impact the coordination of academic services and SCAN, Inc. procedures, and which do not interfere with their job duties and responsibilities as employees of UISD.
10. In-services and/or training workshops for the benefit of teachers and staff assigned to Esperanza Youth Recovery Home and Youth Recovery Home must be submitted for approval to the DISTRICT ADMINISTRATOR, or designee, at least (10) calendar days in advance of the in-service or training workshop. Only those in-services approved by the UISD DISTRICT ADMINISTRATOR, or designee, shall be paid by UISD.
11. UISD agrees that the teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home shall comply with all the SCAN, Inc. policies, rules and procedures not in conflict with UISD policies, rules and procedures.
12. All eligible students (in-district or out of district) entering Esperanza Youth Recovery Home and Youth Recovery Home will be enrolled at a UISD campus based on boundary lines and grade level. Any student who has been expelled from any school district prior to placement in Esperanza Youth Recovery Home and Youth Recovery Home may participate in instructional services offered by UISD at Esperanza Youth Recovery Home and Youth Recovery Home.

13. UISD shall be responsible for State assessment administration during the school year.
 - A. State assessment training will be provided to UISD teachers at designated campuses by UISD staff.
 - B. SCAN, Inc. will provide additional staff during testing if need arises.
14. Campus of enrollment will communicate with UISD District Administrator, or designee, as to any student having a prescriptive educational plan in order to ensure the educational plans of the student.
15. The parties understand that Esperanza Youth Recovery Home and Youth Recovery Home are temporary substance abuse treatment facilities only, and that some students are delivered instructional services for a short time period (in some cases, two weeks or less). Therefore, UISD cannot guarantee that each student who enrolls in the program will exit with course credits to transfer. Whether or not a student achieves course credits will depend upon the length of time spent in Esperanza Youth Recovery Home and Youth Recovery Home and grades achieved during that time.
16. UISD shall provide all instructional materials, such as state-adopted textbooks. All instructional materials shall be approved by the UISD DISTRICT ADMINISTRATOR before being purchased.
17. UISD personnel shall have the right to enter the area of Esperanza Youth Recovery Home and Youth Recovery Home where instructional services are being provided for purposes of evaluating the UISD employees assigned to Esperanza Youth Recovery Home and Youth Recovery Home and the UISD delivered instructional program.
18. SCAN, Inc. shall provide adequate classroom facilities and equipment at Esperanza Youth Recovery Home and Youth Recovery Home. The classrooms provided by SCAN, Inc. at Esperanza Youth Recovery Home and Youth Recovery Home shall be well-lit and temperature controlled, and Esperanza Youth Recovery Home and Youth Recovery Home shall provide dry erase boards and adequate secured storage space. In addition, SCAN, Inc. will provide internet connectivity for teacher and student use. SCAN, Inc. also agrees to transport any Special needs students to school of enrollment to receive instruction through Odysseyware computer program at the assigned campus to provide the Least Restrictive Environment (LRE). UISD agrees to provide a teacher while these students are at the campus.
19. UISD shall order and pay for all office/classroom supplies needed for the instructional services provided at Esperanza Youth Recovery Home and Youth Recovery Home. Teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home must clear all movies, videos, incentives, and non-- textbook reading material with the UISD DISTRICT ADMINISTRATOR, or designee, so that the extra "academic materials" do not serve to encourage negative behaviors in the students attending classes.

20. SCAN, Inc. shall provide on-site personnel assistance and support at Esperanza Youth Recovery Home and Youth Recovery Home as needed to render treatment of medical emergencies and to address behavior management needs of all eligible students participating in the program. In the event that the teacher determines that the behavior of an eligible student poses a threat to himself/herself or others while in the educational setting, SCAN, Inc. agrees to remove that student from the classroom in an appropriate and timely fashion, and to follow the discipline management policies of Esperanza Youth Recovery Home and Youth Recovery Home not in conflict with policies of UISD, and each student's behavior management plan.
21. When a substitute teacher is needed, a district paraprofessional will be assigned to Esperanza Youth Recovery Home and Youth Recovery Home to substitute for teachers during their absence.
22. SCAN, Inc. shall provide a sufficient number of qualified staff members at the Esperanza Youth Recovery Home and Youth Recovery Home to supervise eligible students during the teacher's 30 minute duty free lunch each school day as well as the 10 to 20 minute transition time between blocks.
23. SCAN, Inc. shall be responsible for transitioning each eligible student at Esperanza Youth Recovery Home and Youth Recovery Home to and from the classroom and for ensuring that each eligible student attends classes on time.
24. SCAN, Inc. shall provide all meals for eligible students at Esperanza Youth Recovery Home and Youth Recovery Home.
25. Esperanza Youth Recovery Home and Youth Recovery Home will report attendance on a daily basis to the designated UISD staff.
26. SCAN, Inc. shall be responsible for the general maintenance and cleanup of the classroom area at Esperanza Youth Recovery Home and Youth Recovery Home.
27. SCAN, Inc. shall allow all teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home access to a copy machine and use of computers and any other audio visual equipment which is currently available at Esperanza Youth Recovery Home and Youth Recovery Home for classroom instruction.
28. SCAN, Inc. shall neither have nor exercise any control over the direction of the specific instructional methods which the teachers assigned to Esperanza Youth Recovery Home and Youth Recovery Home may use in the performance of educational services, but will collaborate with and provide guidance for effective strategies to UISD staff.
29. SCAN, Inc. shall repair or replace any equipment purchased by UISD which has been lost, damaged, or stolen as a result of fire, theft, or other natural disaster.

30. All Parties understand and agree that no funds shall be exchanged between UISD and SCAN, Inc. for any of the services described in this Agreement.
31. All Parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, national, origin, religion, sex, age, disability, or political affiliation with respect to services described in this Agreement.
32. The validity of this Agreement, the terms or provisions, and the rights and duties of the parties here to shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.
33. Class instruction at Esperanza Youth Recovery Home and Youth Recovery Home shall coincide with the UISD school year calendar. School calendars shall be provided to Esperanza Youth Recovery Home and Youth Recovery Home at the beginning of each school year for easy reference to school holidays, teacher in service-days, etc.
34. All Parties understand and agree that all information concerning students is confidential and shall not be disclosed to any person, except as authorized by law. In order to facilitate the exchange of information, SCAN, Inc. shall obtain from the students and/or the students' parents or legal guardian the necessary authorization for release of information between all parties and SCAN, Inc. When appropriate authorization is obtained, all parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this agreement.
35. All Parties understand and agree that, pursuant to Family Code 261.101 (a) and (b), a person having cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person shall immediately make a report. If a professional has cause to believe that a child has been abused or neglected or that a child is a victim of an offense under 21.11, Penal Code (Indecency with a Child), and the professional has cause to believe that the child has been abused as defined by 261.001, the professional shall make a report to the appropriate agency as listed in 261.103 not later than 48th hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under 21.11, the Penal Code. A professional may not delegate or rely on another person to make the report. "Professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified or operated by the state and who, in the normal course of official duties or duties for which a license certification is required, has direct contact with children. The term "professional" includes teachers, nurses, doctors, day care employees, and employees of a clinic or health care facility that provides reproductive services. The identity of an individual making a report under this chapter is confidential and may be disclosed only on the Order of a Court rendered under 261.201 or to a law enforcement officer for the purpose of conducting a criminal investigation of the report.

36. All Parties understand and agree that this Agreement shall become effective immediately upon execution by all parties and shall remain in effect until cancelled by written notice from one party to the other. All parties understand that this Agreement may be cancelled at any time by any party for any reason. This Agreement may be not be modified except in writing, signed by an authorized representative of each party.
37. All Parties hereto understand and agree that this Agreement is a full and complete expression of the entire agreement between the parties with respect to the services described herein and do further hereby agree that all prior and contemporaneous understandings, agreements, promises, representations, terms, and conditions are merged and incorporated into this Agreement, and that terms or conditions not expressly set forth herein shall not be binding on the parties.

EXECUTED this _____ day of _____, 2015.

UNITED INDEPENDENT SCHOOL DISTRICT
Education Services Provider

By: _____

SCAN, Inc.

By: _____