

**REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF
SHARED SERVICES AGREEMENT**

Ector County Independent School District (ECISD), an accredited kindergarten through grade twelve (12) school district, shall provide a Regional Day School Program for the Deaf (RDSPD) for students in the following districts:

Andrews ISD	Kermit-Wink-Loving
Big Spring ISD	Monahans-Wickett-Pyote ISD
Crane ISD	Pecos-Barstow-Toyah ISD
Ector County ISD	Other Region XVIII School Districts as needed
Fort Stockton ISD	

The ECISD is hereby designated as the fiscal agent (Fiscal Agent) under this Shared Services Agreement. The Fiscal Agent shall establish a Management Board that shall consist of the Director of Special Education of each of the member districts who have participated in the RDSPD for at least five (5) years. The Management Board will meet at least annually. The chairman of the Management Board will be a representative of the Fiscal Agent and the chairman shall designate a person or persons to maintain minutes of the Management Board. The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.

The Fiscal Agent shall have the authority for the governing of the RDSPD and that authority shall include, but not necessarily be limited to the following:

- a) Financial accounting for RDSPD.**
- b) Screening, interviewing, hiring and terminating personnel. Any member**

district that has an employee that serves only that district shall be individually responsible for screening, interviewing, hiring, terminating and the expense of that employee.

- c) Budgeting for salaries of RDSPD personnel and other expenses of the program.**
- d) Determining each participating school district's share of costs that are in excess of state and federal funds provided for the RDSPD. Each participating school district's share of such excess costs shall be determined by multiplying the total excess costs by a fraction the numerator of which is the number of students of the participating school district in the program and the denominator of which is the total number of students served by the program. Additional costs may be shared as agreed to by each respective participating school district and ECISD.
Notwithstanding this provision, any cost of litigation and/or residential placement pertaining to an individual student or any other cost of a service that relates solely to an individual student shall be the sole responsibility of the district of that student's residence.**
- e) Evaluating the effectiveness and educational suitability of the program's activities.**
- f) Maintaining the RDSPD in compliance with all requirements of the Texas Education Agency and the general rules and policies of ECISD.**
- g) Communicating on a regular basis with the school superintendent or designated person of each school district which participates in the RDSPD as well as the Management Board of the RDSPD.**
- h) Maintaining its own "accredited" status as a Texas Public School district.**

Any assets purchased with funds of the RDSPD shall be owned by the RDSPD unless otherwise required by federal or state law, rule, or regulation. Any other assets shall remain the property of its respective owner. In the event that this agreement is terminated by all of the members, then any property and assets of the RDSPD at the time of such termination shall be distributed on a fair and equitable basis to the various member districts to be mutually agreed upon by all member districts at the time of said termination.

Any member district may withdraw from the RDSPD by notifying the Management Board in writing by December 15 of each year. Any such withdrawal shall only become effective 30 days after the date of said notice. Any withdrawing member may take only such property as is owned by said withdrawing member and such withdrawing member shall not be entitled to any refund of previously paid monies.

All parties agree that other Region 18 school districts (“New District”) may be admitted and become a party to the Agreement without the necessity of written approval by each currently participating district for so long as the new district agrees to abide by and be bound by all of the terms of the original Agreement and any amendments thereto.

The RDSPD may provide services to students of any district that is not a member of the RDSPD or to any member district of the RDSPD who has a student that is not enrolled in the RDSPD conditioned upon said district contracting and agreeing to pay for said services by executing a contract in the form as attached hereto as Exhibit A.

ATTEST:

Andrews ISD

**By: _____
Board President DATE**

Big Spring

**By: _____
Board President DATE**

Crane ISD

**By: _____
Board President DATE**

Ector County ISD

**By: _____
Board President DATE**

Fort Stockton ISD

By: _____
Board President DATE

Kermit-Wink-Loving ISD

By: _____
Board President DATE

Monahans-Wickett-Pyote ISD

By: _____
Board President DATE

Pecos-Barstow-Toyah ISD

By: _____
Board President DATE

Certificate of _____

The undersigned, as the Secretary of the above named school district does hereby certify that the attached Regional Day School Program for the Deaf Shared Services Agreement (the "Agreement") was duly signed and executed by the President of the Board of Trustees of the above named district at a meeting or after a meeting that was lawfully called and held wherein the Board of Trustees of the above named district approved the Agreement.

Witness my signature this _____ day of _____, 20____.

_____ School District

Certificate of Glasscock County ISD

The undersigned, as the Secretary of the above named school district does hereby certify that the attached Regional Day School Program for the Deaf Shared Services Agreement (the "Agreement") was duly signed and executed by the President of the Board of Trustees of the above named district at a meeting or after a meeting that was lawfully called and held wherein the Board of Trustees of the above named district approved the Agreement.

Witness my signature this 9th day of September, 2008.

Karla Hoelscher

Glasscock County School District