Longview Regional Day School Program for the Deaf

Shared Services Arrangement

The Independent School Districts identified in Exhibit A hereinafter called "Members" or "Member LEAs," each agree to cooperatively operate their special education programs serving the deaf and hard of hearing student population on the terms described in this Shared Services Arrangement ("SSA") ("Agreement") as the **Longview Regional Day School Program for the Deaf ("LRDSPD").**

RECITALS

WHEREAS, the Independent School Districts identified in Exhibit A, the Members, previously entered into a contractual arrangement by contracted dated 2017 and titled the Longview Regional Day School Program for the Hearing Impaired Shared Services Arrangement (the "Prior Agreement"); and

WHEREAS, the Member LEAs wish to amend and restate the Prior Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. General Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member LEAs may provide for the efficient delivery of legally required special education and related services to IDEA eligible students who are deaf or hard of hearing, and who are presently enrolled in the Member LEAs set forth in Exhibit A. Any such student will be eligible for consideration for the LRDSPD, subject to the student's Admission, Review, & Dismissal ("ARD") Committee recommendations.

1.2

Members do not intend, by entering this Agreement or otherwise, to create a separate or additional legal entity.

1.3 The LRDSPD's administrative offices will be located in the assigned Fiscal Agent school district.

1.4 The special education program will be operated in compliance with federal and state law and regulations, including without limitation, the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.;* Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.0 § 12101 et *seq.;* the Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Sections

30.081-30.087 of the Texas Education Code and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the LRDSPD operating guidelines, if any, approved by the LRDSPD Management Board identified in paragraph 3.6 below. Operating guidelines inconsistent with the terms of this SSA will be deemed null and void.

1.5 The fiscal year shall be September 1 through August 31.

1.6 Should a school district seek to become a Member, a written request must be provided to the LRDSPD Director ("Director") for consideration by the Management Board. It is agreed that any change in membership is subject to approval by the parties to this Agreement. Additionally, any reconfiguration is subject to approval by each Member District's Board of Trustees.

1.7 A Member may withdraw from the LRDSPD by notifying the Director and other Members by September 1 prior to the end of the fiscal year that the Member intends to be its final year in the LRDSPD. The withdrawing Member shall return to the LRDSPD any personal property, including but not limited to, supplies, equipment, testing materials, computers, and assistive technology in its possession, to the LRDSPD based upon the annual inventory in effect at the time of the reconfiguration. It is further agreed that the withdrawing Member will not be entitled to any carry-over funds. The withdrawing Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the LRDSPD not to exceed $5,000.00. It is further agreed that a student who is a legal resident of the withdrawing Member district shall return to that District at the time withdrawal is effective.

2. Fiscal Agent

2.1 Longview Independent School District will serve as the Fiscal Agent unless or until the Longview ISD withdraws or is removed consistent with paragraphs 2.8 and 2.9 below. Longview ISD acknowledges that it is an accredited Texas school district and that it offers grades Pre-kindergarten through 12. The Fiscal Agent, as a Member, is subject to Member responsibilities.

2.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by the LRDSPD Operating Guidelines. The Fiscal Agent will maintain personnel records and payroll systems for LRDSPD employees.

2.3 The Fiscal Agent is responsible for preparing the operational budget for the LRDSPD. The Fiscal Agent will account for salaries and expenses of LRDSPD personnel and LRDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds, Part C funds (ECI), State Deaf funds and any other funding received for the purpose of furthering this program.

2.4 The LRDSPD is funded as follows:

The cost of yearly operation of the LRDSPD is determined by the Director based on actual program costs and student enrollment data. The total amount received from all revenue including State Deaf/PEIMS, IDEA-C, ECI and IDEA-B Discretionary Deaf funds is included with the LRDSPD's total operational cost. The per student amount is calculated yearly, by the Director, by dividing the budgetary shortfall by the number of out of district students receiving direct services from the LRDSPD. A majority vote of those Member districts who have students directly enrolled in the Program that Fiscal Year will approve the amount charged for itinerant student services and full-time student services.

2.5 The Director will determine an estimated yearly billing amount based on actual program costs and student enrollment data. The member home district will pay a per student amount calculated on a yearly basis as determined by the Director. The per student amount shall be determined by dividing the budgetary shortfall by the number of out of district students receiving direct services from the LRDSPD. A proportionate cost for the level of service provided will be determined by a full-time cluster site student charge and a part-time fee for students and infants receiving itinerant services.

2.6 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or LRDSPD Operating Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member's failure to maintain its fiscal obligations. Any claims regarding the misapplication of such funds shall be the responsibility of the Member who received the funds. In the event of a budget deficit, member districts with full-time cluster site and/or part-time itinerant students will proportionately share the cost of the deficit in order to ensure that students continue to receive necessary services in the program.

2.7 The Fiscal Agent, on behalf of the LRDSPD, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies.

2.8 The Fiscal Agent may withdraw by providing written notification to Members of the intention to withdraw as Fiscal Agent of the LRDSPD on or before September 1 preceding the end of the last fiscal year it intends to serve as

Fiscal Agent. After a satisfactory independent audit of the LRDSPD's accounts, the transfer of Fiscal Agent status will become effective July 1.

2.9 The Fiscal Agent may be removed by a majority vote of those in attendance at the Management Board meeting, if a majority vote of those in attendance of the LRDSPD Management find that the Fiscal Agent has failed to fulfill their duties and obligations under this Agreement.

2.10 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of those in attendance at the Management Board Meeting appoint a Member as Fiscal Agent. However, a Member, if so elected by the Management Board, will assume the role of Fiscal Agent only after approval by the Member's governing body.

2.11 The Fiscal Agent shall provide suitable and sufficient classroom space at a centralized location ("centralized") to accommodate students of the program who are deaf or hard of hearing and unable to be served on-site at the student's Member district, as well as office space for supportive personnel as requested by the LRDSPD and retain responsibility for costs related to such classroom facilities.

2.12 The Fiscal Agent will provide personnel necessary to implement general education or special education services for each student who attends the centralized LRDSPD ("site students").

2.13 The Fiscal Agent will provide all related service costs for site students, excluding interpreter costs, which is the responsibility of the LRDSPD.

3. Management

3.1 The LRDSPD will be governed by a Management Board ("Management Board") comprised of the Special Education Director, or Special Education Director's designee, from each Member. Such Management Board will be organized by a Chairperson and such other officers, if any, as determined necessary by the Management Board. The Management Board shall meet no fewer than one time each year as determined by the Director. Additional meetings of the Management Board may be scheduled as determined by the Director.

3.2 In the event the Chairperson resigns or otherwise vacates the position, then Management Board may elect another Chairperson. The Chairperson will serve as the presiding officer at Management Board meetings.

3.3 The Director is selected by the Fiscal Agent and is responsible for the following:

1) Establish time and location for Management Board meetings;

2) Develop meeting agendas and lead all meetings of the Management Board;
3) Represent the LRDSPD, or designate a representative, where representation is deemed advisable or necessary in the best interest of the LRDSPD and its programs;
4) Call special meetings of the Management Board, as necessary;
5) Perform other duties as may be assigned by the Management Board; and
6) Authorize necessary applications for funds and amendments of such applications.

3.4 A secretary will be selected by vote of the Management Board. The secretary will record, prepare, and maintain minutes of each LRDSPD Management Board meeting.

3.5 Additional officers, if any, of the LRDSPD Management Board will serve consistent with the Operating Guidelines identified in 3.6 below.

3.6 Members of the Management Board will establish and maintain Operating Guidelines as appropriate. Any Operating Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Operating Guidelines requires a majority vote of the Members of the Management Board.

3.7 Meetings of the Management Board require the attendance, whether in person or virtually, of a majority of member districts that have students directly enrolled in the Program that Fiscal Year. Management Board actions require, unless otherwise provided herein, approval by a majority of those member districts in attendance and voting. The Director has discretion to allow for votes by proxy to be submitted by written or electronic communication.

3.8 It is agreed and understood that the Management Board does not have the authority to revise or amend this Agreement without a majority approval from all governing bodies the Members.

3.9 The Management Board may by a majority vote of its Members recommend revocation of the membership of a Member LEA for non-compliance with the terms of the Agreement, or for non-compliance with the Operating Guidelines of the LRDSPD. The process for effectuating revocation shall be outlined in the Operating Guidelines. Disposition of property shall be governed by Section 5.10. The revoked Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the LRDSPD, not to exceed $5,000.00.

4. Personnel

4.1 The Director of the LRDSPD shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Director and do not require Management Board action.

4.2 All individuals providing services on behalf of the LRDSPD must be appropriately certified or licensed to perform the applicable services.

4.3 The Fiscal Agent shall be responsible for salary levels and other compensation and benefits for personnel who are providing direct and related services for the LRDSPD.

4.4 All LRDSPD personnel including, but not limited to, the Director, teachers, parent infant specialist, interpreters, communication aides, and any LRDSPD office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at-will employment, standards of conduct, salary schedule, leave and other benefits. Requirements for professional growth shall be determined by the Fiscal Agent. Hiring, assignment, reassignment, and termination authority is solely within the discretion of the Fiscal Agent, with action taken consistent with law and Fiscal Agent policy. Personnel may be added beyond those specified herein contingent upon growth and LRDSPD Director recommendations.

4.5 Except as otherwise provided herein, any hearing on an employee grievance or termination involving LRDSPD personnel is the responsibility of and will be held in accordance with the policies of the Fiscal Agent. The Director of the LRDSPD will serve as the Level 1 hearing officer for both employee and parent complaints, unless otherwise provided for in policy.

4.6 LRDSPD personnel, as set forth in 4.4, are assigned by the LRDSPD Director to provide services to eligible students either at the Member's site or at the LRDSPD centralized program depending upon Admission, Review & Dismissal ("ARD") Committee recommendations. All T-TESS or other state adopted appraisal instrument procedures or locally adopted appraisal instruments of the Fiscal Agent shall be followed for the appraisal of LRDSPD personnel. The Director of the LRDSPD may designate individuals to conduct such appraisals consistent with the Fiscal Agent's policies and procedures. Members may provide input to the Fiscal Agent with regard to the performance of LRDSPD personnel, but the Fiscal Agent has the final supervisory, evaluative, and hiring and termination authority.

4.7 Grievances filed by LRDSPD personnel and office personnel shall be conducted pursuant to the Fiscal Agent's local complaint policy and

should be filed with the Director of the LRDSPD. This section does not apply to termination or proposed non-renewals of LRDSPD personnel, to which the Fiscal Agent board policy will apply. Grievances filed by site students and/or their parent(s)/guardian(s) shall be conducted pursuant to the Fiscal Agent's local complaint policy and should be filed with the Director of the LRDSPD.

4.8 The Members are responsible for providing special education teachers, speech therapists, and other instructional personnel as may be necessary to provide services to students who remain in the Member District and who do not access the centralized LRDSPD. These individuals will be employed by the Member LEA.

4.9 The Fiscal Agent is responsible for the provision of Occupational Therapy ("OT"), Physical Therapy ("PT"), Speech Therapy ("ST"), Counseling, Assistive Technology ("AT") (AT is limited to auditory trainers, sound field systems, and amplification devices), Certified Interpreters and Audiological management or other ARD Committee required related services for students who attend the centralized LRDSPD. The Fiscal Agent is responsible for re-evaluations for students attending the centralized LRDSPD.

4.10 The Members are responsible for the provision of OT, PT, ST, AT, and any other special education services as determined appropriate by the ARD Committee (except as provided otherwise herein) Audiological management or other ARD required related services for students who remain in the Member District and who do not access the centralized LRDSPD.

5. Member Obligations

5.1 Each Member, where the student resides or is enrolled, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Except as otherwise provided herein, each Member where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving LRDSP services.

In the event a Member, who is responsible under this provision, fails to submit PEIMS student data on the 163 Record for a student who has been served by the LRDSPD, it is agreed and understood that the Member that failed to report a LRDSPD student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the student(s) who were not reported would have generated. The additional costs will be calculated by the Fiscal Agent and invoiced to the Member in the spring in addition to the annual tuition charges for the Member's student(s).

5.2 Members agree that any funds assessed under LRDSPD Operating Guidelines or this Agreement will be remitted within 90 calendar days of receiving a statement from the Fiscal Agent. Each Member acknowledges that federal

funds received from the state earmarked for deaf education programs, state funds, and ECI Part-C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds.

5.3 Each Member will be liable for any cost associated with its out-of-district, non-public or private school, or residentially placed students. This includes any transportation cost incurred as a result of a Member's initiated placement in the Texas School for the Deaf. This also includes attorneys' fees if the placement results from a Member LEA's initiation or ARD determination and/or result of Due Process.

5.4 Each Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the LRDSPD operations. Members retain responsibility for maintaining student eligibility folders, and the LRDSPD shall provide any required documentation generated by the LRDSPD to the Member for maintenance of the same.

5.5 Except as otherwise provided herein, Members are ultimately responsible for the education of all students with deaf or hard of hearing, properly enrolled or residing within its district boundaries, whether the child is served in the local program, the LRDSP, or other placements. Such responsibility includes ensuring the student's ARD committee reviews the IEP at least annually and the provision of any related services as determined necessary by the ARD committee. For students who are being serviced through the itinerant programs, the LRDSPD will make available the following services for eligible students:

- Language evaluations
- Evaluation of student goals
- Itinerant Teaching Services
- Attendance at Admission, Review, and Dismissal (ARD) Committee meetings as needed
- Staff development and consulting

The Provision of any services referenced in provision 5.5 is contingent upon the ARD Committee determination that such services are necessary for the provision of FAPE.

5.6 Initial evaluation for eligibility is the responsibility of the Member where the student resides. Child find is the responsibility of each Member. A LRDSPD teacher will be involved in the communication evaluation/assessment process. The re-evaluation of LRDSPD full-time students is the responsibility of the LRDSPD. The Member where the itinerant student resides may seek support for the evaluation from the home district and/or LRDSPD, but the serving Member retains responsibility for the completion of the re-evaluation.

5.7 Members are responsible for the overtime cost of interpreter services for after-school extracurricular activities or other non-academic activities.

5.8 Members agree to pay a $75.00 per hour consulting fee for LRDSPD consults for students not receiving itinerant services or site students.

5.9 Each Member agrees to adhere to the procedures described in the LRDSPD Operating Guidelines.

5.10 The Fiscal Agent, on behalf of the LRDSPD, may purchase goods and services necessary to administer and operate the LRDSP. All personal property including, but not limited to, instructional materials, equipment, computers, and testing materials purchased for the LRDSPD using LRDSP funds (as set forth herein), shall be deemed property of the LRDSPD. The Director has the discretion to allot an amount of funds to be applied to materials in support of instruction. It is further agreed that the LRDSPD may, in its discretion, temporarily transfer personal property to Members based upon student need. The LRDSPD will conduct and maintain an inventory of property.

5.11 Each Member shall comply with all applicable federal and state laws and regulations, including but not limited to, the Americans Disabilities Act 2008, 42 USC 12101 et. seq. and the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g.

6. Student Services

6.1 The continuum of services offered by the LRDSPD deaf or hard of hearing, includes the following:

a) DHH (Deaf and Hard of Hearing) Consult. The student is deaf or hard of hearing, under IDEA and requires specially designed instruction. (For example, the school staff for this student may need monthly/yearly consult services by a DHH teacher.)

b) Itinerant (Infants and Toddlers 0-3). (For example, this student is deaf or hard of hearing, under IDEA-Part C and is being served through early childhood intervention.) This student may need weekly services from a DHH teacher provided to the family.

c) Itinerant (School Aged). (For example, this student is deaf or hard of hearing, under IDEA and requires specially designed instruction. The student may need weekly direct services from a DHH teacher to address unique communication, auditory, language and educational needs.)

d) Full-Time. The student who attends the cluster site campus is deaf or hard of hearing, under IDEA and requires specially designed instruction. (For example, this student needs daily direct services

from a DHH teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and educational needs.)

e) Audiological Equipment and Educational Consult. The student may be a site student or a student being served at their home district and may need periodic consultations concerning audiological equipment or other educational matters.

f) Texas School for the Deaf. The student who attends the Texas School for the Deaf is deaf or hard of hearing, under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services from a DHH teacher and access to deaf culture.) This can be a parent-initiated placement or a district placement.

6.2 LRDSPD is responsible for audiological management and assistive listening devices for eligible students from Member Districts receiving services from the LRDSPD.

6.3 All students attending the centralized LRDSPD are subject to the Fiscal Agent's Student Code of Conduct ("SCOC"). Should a student violate the SCOC, warranting discretionary or mandatory placement in a Disciplinary Alternative Education Program ("DAEP"), placement in Juvenile Justice Alternative Education Program ("JJAEP"), or expulsion, the student will continue to be served by the LRDSPD. Services provided to students placed in the DAEP or JJAEP or expelled that are not included in the LRDSPD budget or exceed the budgeted amount, such as travel or additional personnel costs, will be paid for by the student's home district.

6.4 Any Member District which does not agree to the terms of this Agreement by failing to properly execute this Agreement will not be considered a party to this SAA and will be deemed to have been withdrawn from the LRDSPD without the necessity of further action by the remaining Members.

7. Non-Member Services

7.1 Eligible students who are deaf or hard of hearing, including those from LEAs (including open enrollment charter schools) other than those Members who are parties to this Agreement ("nonmember LEAs") will be considered for services/placement upon written request to the LRDSPD Director. The Members' governing bodies hereby delegate authority to the Management Board to enter into contracts with non-member LEAs.

7.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional

LRDSPD staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other Shared Services Arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student(s) to the LRDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by LRDSPD in providing educational services to the student(s); and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student(s) or his or her parent(s).

7.3 The costs for providing non-member LEA educational services will be the same annual fee per student as is required of the Members, plus an additional 10% of the Member annual fee per student as an administrative fee.

7.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".

7.5 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the LRDSPD Director will provide contact information of providers with whom those schools may directly contract for services, if available.

7.6 Each Member, by approval of this SSA Agreement, authorizes and delegates to the Member's Superintendent/CEO the authority to execute the forms of agreements set forth at Exhibit "B."

8. Fiscal Practices

8.1 The LRDSPD will operate on a budget prepared by the LRDSPD Director, reviewed and approved by the Management Board. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

8.2 Administrative costs, including, but not limited to, all costs and salaries related to the LRDSPD Director, classroom teachers, itinerant teachers, interpreters, classroom aides, and LRDSP office staff, and contracts with outside service providers, including, but not limited to interpreters, and consultants, as well as any uncontrollable costs, incurred by the LRDSPD, over and above the amount of state deaf and/or federal funds (local fee), shall be divided among Members as set forth in Section 2.4.

8.3 Except as otherwise provided herein, a Member shall not be responsible for any costs associated with the LRDSPD until such time that a Member has a student receiving services from the LRDSPD.

9. Dissolution

9.1 Dissolution of the LRDSPD and this SSA shall require the affirmative vote of a majority of the Management Board and a majority of the governing bodies of each Member. Upon dissolution, an appraisal of all personal property shall be conducted by the LRDSPD. The appraised value and the amount of the LRDSPD funds remaining at the time of the dissolution is effectuated, shall be divided equally among the Members. The dissolution will take effect on the July 1 following an audit and full satisfaction of all charges and liabilities have been determined.

10. Risk of Loss

10.1 Except as otherwise provided herein, each Member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.

10.2 Each Member will commit to ensuring that its owned or leased vehicles used in the transportation of students with disabilities are insured for the statutory maximum limits of school district liability for motor vehicle accidents.

11. Transportation

11.1 Except as otherwise provided herein, each Member bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. The Fiscal Agent is responsible for transporting site students to and from school in the following circumstances: (1) site student resides in the Fiscal Agent district; and/or (2) site student participates in Fiscal Agent extra-curricular activities or approved field trips requiring Fiscal Agent transportation.

12. Interpreter Services for School Sponsored Activities Outside the Instructional Day

12.1 It is the responsibility of the LRDSPD to provide interpreter services for site students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, tutoring and any extra-curricular activity sponsored by the school district in which the site location is located. Members will be responsible for the actual overtime cost of the interpreter, for after-school extracurricular and other non-academic activities.

12.2 It is the responsibility of the LRDSPD to provide and fund interpreter services for site students in the DAEP or other disciplinary setting.

12.3 It is the responsibility of the Members to provide and fund interpreter services for non-site students in the home district's DAEP or other disciplinary setting except as noted in section 6.3..

13. The Site Program Determination

13.1 It is agreed and understood that the Management Board may determine site locations with input from the Members. Final site determination is contingent upon Management Board approval and approval by the governing body of Member where the site is to be located per that LEA's policy.

13.2 Should the site fail to satisfy the criteria set forth in the Operating Guidelines, the LRDSP Director's authority as set forth in Section 3, shall apply.

14. Legal Responsibilities

14.1 Except as otherwise provided herein, the Member where the student resides or was properly enrolled is responsible for the provision of a Free Appropriate Public Education ("FAPE") as required by Individuals with Disabilities Education Act, 20 USC 1401 et. seq.

14.2 Except as otherwise provided herein, the Member where the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. Litigation shall be defined to include complaints alleging discrimination or harassment on the basis of disability filed with the United States Department of Education Office for Civil rights, special education complaints and request for due process filed with the Texas Education Agency, local grievance filings and discipline appeals alleging violation of the Individuals with Disabilities Education Act, 20 USC 1401 et. seq., Section 504 of the Rehabilitation Act of 1973, 29 USC 794, and the Amendments to the Americans with Disabilities Act of 2008, 42 USC 12101 et. seq. or any suits filed in state or federal court related to same.

14.3 If the Fiscal Agent or the LRDSPD is a named party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member where the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the LRDSPD or Fiscal Agent for any legal costs incurred by the LRDSPD or the Fiscal Agent.

14.4 Each Member shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member has a contract or with whom the Member has an employment relationship. This includes complaints filed by the Member district employee or complaints filed by a parent alleging misconduct by the employee. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

14.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that allegedly occurred during the term of the contract.

14.6 The Members and the LRDSPD agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split among the Members. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

15. The Agreement

15.1 This Agreement will be automatically renewed by each Member annually unless notification of withdrawal is given by a Member in writing to all other members as described in 1.7 above. In the event this Agreement is revised or modified and a Member refuses to execute the revised Agreement, then that Member will not be deemed a party to this Agreement. In the event there is a dispute among the Members regarding revisions or modifications to this Agreement, the Member(s) electing not to agree to execute the modifications of the Agreement will not be parties to the Agreement and Section 15.2 shall control.

15.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the LRDSPD.

15.3 This Agreement will apply to and bind the representatives and successors in the interest of the parties to this Agreement.

15.4 This Agreement is governed by the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Gregg County, Texas.

15.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Members agree that all remaining provisions of this Agreement will remain in effect.

15.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

15.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

15.8 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties and approval by each Member's governing body.

_____	_____
Avinger ISD, Board President	Date of Board Approval
_____	_____
Beckville ISD, Board President	Date of Board Approval
_____	_____
Big Sandy ISD, Board President	Date of Board Approval
_____	_____
Carlisle ISD, Board President	Date of Board Approval
_____	_____
Carthage ISD, Board President	Date of Board Approval
_____	_____
Chapel Hill ISD, Board President	Date of Board Approval
_____	_____
Daingerfield-Lone Star ISD, Board President	Date of Board Approval
_____	_____
Elysian Fields ISD, Board President	Date of Board Approval
_____	_____
Gary ISD, Board President	Date of Board Approval
_____	_____
Gilmer ISD, Board President	Date of Board Approval
_____	_____

Gladewater ISD, Board President	Date of Board Approval
Hallsville ISD, Board President	Date of Board Approval
Harleton ISD, Board President	Date of Board Approval
Harmony ISD, Board President	Date of Board Approval
Harts Bluff ISD, Board President	Date of Board Approval
Hughes Springs ISD, Board President	Date of Board Approval
Jefferson ISD, Board President	Date of Board Approval
Karnack ISD, Board President	Date of Board Approval
Kilgore ISD, Board President	Date of Board Approval
Leverett's Chapel ISD, Board President	Date of Board Approval
Longview ISD, Board President	Date of Board Approval
Marshall ISD, Board President	Date of Board Approval
Mount Pleasant ISD, Board President	Date of Board Approval
Mount Vernon ISD, Board President	Date of Board Approval
New Diana ISD, Board President	Date of Board Approval

Ore City ISD, Board President	Date of Board Approval
Overton ISD, Board President	Date of Board Approval
Pewitt CISD, Board President	Date of Board Approval
Pine Tree ISD, Board President	Date of Board Approval
Pittsburg ISD, Board President	Date of Board Approval
Sabine ISD, Board President	Date of Board Approval
Spring Hill ISD, Board President	Date of Board Approval
Tatum ISD, Board President	Date of Board Approval
Waskom ISD, Board President	Date of Board Approval
White Oak ISD, Board President	Date of Board Approval
Winfield ISD, Board President	Date of Board Approval
Union Grove ISD, Board President	Date of Board Approval
Union Hill ISD, Board President	Date of Board Approval
West Rusk ISD, Board President	Date of Board Approval