Denton Regional Day School
Program for the Deaf

Shared Services Arrangement
Interlocal Agreement
and
Operational Procedures

2024

…**Serving students with hearing loss in Cooke, Denton, and Wise counties…**

Denton Independent School District

Administration as of June 2026 (subject to change)

Dr. Susannah O'Bara
Denton ISD Superintendent

Dr. Lacey Rainey
Denton ISD Assistant Superintendent
Academic Programs

Robin Brownell
Denton ISD Area Superintendent
Department of Special Education

Dr. Stacie Bonner
Denton ISD Executive Director of Special Education

Dr. Pam Troki-Ables
Denton ISD Director of Special Education

Kerrie Martin
Supervisor
Denton Regional Day School Program for the Deaf

Management Board Members

Renee Funderburg	Argyle ISD
Karen Wright	Aubrey ISD
Hillary Terry	Cooke County Special Education Co-op
Montie Parker	Decatur ISD
Dr. Stacie Bonner	Denton ISD
Mary Flanagan	Gainesville ISD
Tracy Allen	Krum ISD
Dr. Jay Weidenbach	Lake Dallas ISD
Dr. Traci White	Lewisville ISD
Kristi Roberts	Little Elm ISD

Sarah Grayson	Muenster ISD
Kris Kelly	Northwest ISD
Nicole Park	Pilot Point ISD
Diana Hunt	Ponder ISD
Melissa Dorum	Sanger ISD
Aaron Heil	Wise County Shared Services

TABLE OF CONTENTS

Purpose....4
Management....5
Revocation of Membership....6
Financial Responsibility....7
Fiscal Agent....9
Reporting Requirements....10
Responsibilities....10
Student Services....12
Non-Member Services....13
Dissolution of Denton RDSPD Services....14
Withdrawal from the Denton RDSPD....14
Service Costs....15
Program Accountability....15

Purpose

The purpose of the Operational Procedures is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with who are eligible under the Individuals with Disabilities Act as Deaf or Hard of Hearing in the Denton area as indicated above. It is agreed and understood that any student who has a hearing loss which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Denton RDSPD SSA, subject to the ARD committee recommendations.

The Denton RDSPD SSA's administrative offices will be located in Denton, Texas. The special education program will be operated in compliance with federal and state law, including 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.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

Should a Local Education Agency ("LEA") seek to become a Member District of the Denton RDSPD SSA, a written request must be provided to the Denton RDSPD SSA Supervisor for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year are due. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a member. Any reconfiguration is subject to approval by each Member District's Board of Trustees.

Students with hearing differences who are not enrolled in the RDSPD but meet the eligibility requirements of a student who is Deaf or Hard of Hearing (DHH) with an Auditory Impairment, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the RDSPD for direct services. The Denton RDSPD SSA will make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, per ARD determination of need, the Denton RDSPD SSA will make available personnel for consultation on a per pupil fee basis. Any Member District seeking to access these services shall provide notice to the Fiscal Agent by the end of the previous school year. Personnel for consultation will be provided on a per-pupil fee basis. The per-pupil fee will be set at each annual budget proposal and is subject to approval by the SSA Management Board.

All special education terms and acronyms used in the operational procedures will have the meanings and definitions provided to such terms and acronyms as set out in 20 U.S.C. § 1401 et seq., the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, 34 CFR 300 et seq, and the Texas Administrative

Code, 19 TAC Chapter 89. Such terms and acronyms will include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, ARD or Admission, Review and Dismissal, and DHH or Deaf and Hard of Hearing,

Management

The Denton RDSPD SSA shall be governed by the Cooperative Management Board ("Management Board") comprised of a special education administrator designated by each Member District's Superintendent. The Management Board will meet, at least annually, to review the Interlocal Agreement. Other meetings will be scheduled as determined by the Fiscal Agent's Executive Director of Special Education, or designee, whereby the Management Board may either meet as a whole or as ad hoc sub-committees. The Management Board Members will keep their respective Superintendents advised of RDSPD Management Board actions, as appropriate. The designated administrator of the Fiscal Agent will serve as Chairperson of the Management Board.

The Chairperson, or designee, will maintain contact with the state leadership of the Regional Day School Programs within the Texas Education Agency to obtain all relevant information for program maintenance and operation. Information will be communicated with all Management Member Districts.

All Management Member Districts will receive a copy of the Denton RDSPD Shared Services Arrangement Interlocal Agreement and Operating Procedures on behalf of their respective local school Member Districts and will act as the liaison for all information sharing, as well the agent of each individual district.

The Denton RDSPD SSA, through the Fiscal Agent Board, may purchase goods and services necessary to administer and operate the Denton RDSPD SSA. All non-consumable instructional materials will be deemed property of the Denton RDSPD SSA when such supplies and materials are purchased with Denton RDSPD SSA funds. Equipment purchased by a Member District remains property of the Member District.

Prior to September 1st of each school year, the Supervisor of the Denton RDSPD will present to the chairperson any suggested date(s) for the management board meeting(s). The supervisor will organize the meeting(s), prepare all handouts, prepare the agendas, and serve as recording secretary. The supervisor will maintain all documentation of the meeting(s) including the board minutes. A copy of the meeting minutes will be submitted to the administrators within ten school days after each meeting.

Any Member District may contact the chairperson or supervisor to request an additional meeting for any reason reasonably related to the operation or facilitation of the Denton RDSPD SSA. Additional meetings will be subject to all requirements of regularly scheduled meetings and will be held at a mutually agreeable time, provided at least 15 days notice is provided to all Member Districts. Discussion items may be added to any regularly

scheduled meeting through the request of any board member. All requests regarding additional discussion items will be made at least five days prior to a regularly scheduled meeting.

Unless otherwise provided herein, the Management Board actions require the approval of a majority of a quorum of Member Districts. Each Management Board member present shall have only one vote regardless of whether that Board member represents more than one Member District in his/her role as a Director/Supervisor of another Shared Services Arrangement. A quorum is defined as a majority of all the Member Districts of the Denton RDSPD SSA. The RDSPD Supervisor has discretion to allow for votes to be submitted by written communication or by proxy.

The Board will be governed by federal and state laws and the State Board of Education/ Commissioner's Rules. The Shared Services Arrangement Interlocal agreement and operating procedures of the Denton RDSPD and the Denton ISD Special Education Operating Procedures will provide local support to assure appropriate educational services for all students in the DRDSPD. The supervisor of the Denton RDSPD will provide the management board with an annual operational plan indicating:

- Educational services to be provided,
- Accountability of student learning,
- Delivery system of services,
- Staff development program for educators and parents,
- Staffing needs, and
- Compliance status.

It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Each Member District agrees that this agreement shall exist in perpetuity, until and unless it is modified by written agreement of all parties, the RDSPD dissolves as contemplated herein, or a Member District withdraws from the RDSPD as contemplated herein.

Revocation of Membership

The Management Board may by a majority vote of its membership revoke the membership of one of its Member Districts for intentional non-compliance with the terms of this Agreement in accordance with the following procedures. "Intentional non-compliance" is defined as knowingly and willfully causing a substantial disruption to the operation and functioning of the RDSPD, which includes intentional refusal to participate in dispute resolution processes as set forth below:

1. If a claim of intentional non-compliance with the terms of the Agreement is made against any Member District, the Fiscal Agent Superintendent will first notify the Member District Superintendent of the allegation. The Fiscal Agent Superintendent and the Member District Superintendent will first attempt to informally resolve the issue.
2. If the claim cannot be informally resolved, the Management Board shall meet to vote on the proposed revocation of membership for intentional noncompliance. A majority vote of a quorum of the Management Board must vote in favor of the

proposed revocation. The Member District being considered for proposed revocation shall not have a vote in this process.

3. Should the vote carry in accordance with Section 8.1.2, then within 3 school days of the vote the Coordinator shall provide written notice consistent with the determinations of the Management Board and must contain at minimum, a description of the alleged intentional noncompliance with all supporting evidence and appropriate corrective action that the Member District being considered for revocation must take to cure the noncompliance with an appropriate timeframe for correction. The notice will be delivered to the Member District Superintendent, who will then be required to forward the notice within three school days of receipt to the Board President of the Board of Trustees for the Member District being considered for revocation.
4. The Member District being proposed for revocation may, within 30 school days of the date of receipt of the notice of proposed revocation elect to (1) request a hearing in front of the RDSPD Coordinator to dispute any allegations of non-compliance and/or dispute the appropriateness of the corrective action, (2) agree to perform any requested corrective action and submit written documentation of such corrective action, or (3) elect to submit notice of withdrawal of its membership in the RDSPD as set forth in Section 5.4.

Revocation of membership shall be effective on the final day of the RDSPD's fiscal year in which revocation is made if revocation is proposed prior to December 1. If the revocation is proposed following December 1 of the fiscal year, then revocation will be effective the final day of the following fiscal year unless otherwise agreed by the parties. The Member District subject to revocation shall return to the RDSPD any supplies, equipment or fixtures in its possession that were purchased with RDSPD funds on before the effective date of revocation. The Member Districts further agree that any uncommitted surplus funds after charges and liabilities remaining in the RDSPD's operating fund as of the effective date of revocation shall remain with the RDSPD.

Financial Responsibility

The Denton RDSPD SSA will operate on a budget prepared by the RDSPD Supervisor and chairperson. The budget shall be presented to the Management Board during the spring meeting, reviewed by the Management Board, and is conditioned upon the approval of all Member Districts. Annual budgets must be approved by Denton ISD as the fiscal agent. If a Member District fails to approve the budget and all other Member Districts approve the proposed budget, the Member Districts will first work collaboratively to attempt to modify the budget in a manner consistent with each Member District's wishes. If good-faith attempts to modify and unanimously approve the budget fail, the Member District that fails to approve the budget may be subject to revocation. The Member Districts in agreement may vote to revoke the membership of the Member District that fails to approve the budget; the vote must be unanimous. The Member District that fails to approve the budget shall not have a vote under this provision.

The RDSPD Supervisor will review the program needs for the coming school year and apply the adopted budget formula to determine the participating school district's share of

financial support for operations of the Denton RDSPD. This budget formula will be reviewed annually, and billing will occur annually. The formula will be applied to any costs related to operation of the Denton RDSPD—planned or unplanned— which are incurred by the fiscal agent. Invoices will be sent annually prior to October 15th and will be payable on December 15th of each year.

Absent written agreement of each Member District, all participating Member Districts shall maintain liability insurance and assume responsibility for any financial costs related to mediation, hearings, legal fees, or court costs associated with the defense of the Member District.

The Special Education Director of each Member District will inform the Member District Boards of Trustees the respective share to be contributed to the Denton RDSPD SSA to be included in the budgets adopted by the Member Districts Boards of Trustees. The budget will be prepared in accordance with guidelines established by the Texas Education Agency.

Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Denton RDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts as outlined below. Students enrolled after December 1st of the academic year will not be assessed a fee for that school year.
The Denton RDSPD SSA is funded as follows:

Revenue: based on PEIMS October Snapshot date (the last Friday of October).

State Deaf Funds - as eligible
IDEA-B Discretionary Deaf
IDEA-C ECI

Local Fee based on December 1 Child Count (RDSPD Tuition)
A per pupil flat rate is billed under these categories:
Cluster Site
Itinerant
Birth – 3
This rate is subject to change upon approval of the MB and is specified…

Total Budget - Expenses = Negative/Deficit

The formula for administrative and uncontrollable costs is as follows:
Total Deficit/All students enrolled on December 1 (classroom-based students being 1 and home-based students being .5 full time equivalent or FTE) = Amount due per student.

Denton ISD will receive IDEA-C Early Childhood Intervention (Deaf), State Deaf and IDEA-B Discretionary (Deaf) funds. When the budget is prepared for the RDSPD program and the amounts awarded will not be sufficient to cover the costs, the deficit

amount is then divided based upon the total number of students enrolled on December 1 of the previous school year in the RDSPD. The amounts billed to the district will help cover the cost of deaf education teachers, interpreters, paraprofessionals, educational audiologists, speech therapists and related services (as appropriate), Hearing Assistive Technology, travel, materials and supplies and other administrative and uncontrollable costs as set forth herein.

Member Districts will be notified in writing, and a Management Board meeting will be held if any excess costs are to be charged back to Member Districts and the maximum total amount of their shared excess costs are estimated to be. Excess costs are costs which are over and above the amount billed to Member Districts at the beginning of a school year. The Management Board will approve by quorum any excess cost amount and how it will be distributed to Member Districts.

A Member District shall not be responsible for any costs associated with the RDSPD SSA unless such Member District has a student receiving services from the RDSPD SSA.

The RDSPD's accounts may be audited annually by the independent auditor for the Fiscal Agent at the Fiscal Agent's expense. The cost of such an audit will be considered an administrative cost as set forth herein.

For those students being served in Denton ISD, the sending school district will submit an allocation based on a per student total derived by the management board using the preceding December 1st child count and agreed upon formula. Denton ISD will receive ADA funds for eligible students receiving their education in the Denton ISD. The fiscal or property audit of these funds will be conducted in accordance with the rules and guidelines of the Denton ISD.

Fiscal Agent

Denton Independent School District shall serve as the Fiscal Agent for the Denton RDSPD SSA. Denton Independent School District acknowledges that it is an accredited Texas school district and that it serves eligible children from Early Childhood through 18+ transition services.

The Fiscal Agent, as a Member District, is subject to Member District responsibilities. 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 Denton RDSPD SSA policies.

The Fiscal Agent will account for salaries and expenses of Denton RDSPD SSA personnel (exception: high – cost 1/1 staffing – see Responsibilities) and Denton RDSPD SSA 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.

Member District per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations.

The Fiscal Agent will prepare and submit any reports or applications required by federal or state law, TEA guidelines, or Denton RDSPD SSA policy.

The RDSPD Supervisor, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students receiving Denton RDSPD SSA services in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require compliance with Americans with Disabilities Act, Family Educational Rights and Privacy Act, and all other relevant state and federal laws by each service provider.

The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Denton RDSPD SSA on or before August 1 preceding the end of the last fiscal year during which it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 or other TEA mandated timelines, preceding the end of the last fiscal year during which it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July l.

Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum of its members appoint a Member District as Fiscal Agent, subject to any required permission from the Texas Commissioner of Education. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a Member District, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by the Member District's Board of Trustees or other governing body, if not an ISD.

Reporting Requirements

Denton ISD, as the fiscal agent, shall submit PEIMS student data and will be considered the district of accountability. The fiscal agent and all participating member districts shall provide required PEIMS records to TEA. Member districts may participate in more than one RDSPD SSA.

Responsibilities

The provisions below are intended to outline the general responsibilities of each Member Districts, as well as that of the fiscal agent.

Compensation of high-cost staffing that is provided (as a result of an ARD Committee decision) on a one-on-one basis for students placed in the RDSPD will be the responsibility of the sending district. This includes nursing services (door-to-door), Personal Care Attendants (PCAs), and Intervenors (communication access for students

who are Deafblind). The Denton RDSPD will hire these individuals and cover their compensation then bill-back the applicable sending district on a real-time basis. The sending district may include this compensation in their high-cost funds submission. [voted on/approved at January 17, 2024 Denton RDSPD MB Meeting]

Member Districts agree that any funds assessed under RDSPD SSA Operational Procedures will be remitted by December 15th of each year, or within ninety (90) calendar days of receiving a statement from the Fiscal Agent, whichever is later.

Each Member District 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. Each Member District will be liable for any cost associated with its residentially placed students. This includes any transportation cost incurred as a result of a Member District's initiated placement in the Texas School for the Deaf.

Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Denton RDSPD SSA operations.

Child Find is the responsibility of each Member District including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process.

Except as otherwise provided herein, each Member District is ultimately responsible for the education of all students with hearing differences residing within its district boundaries whether the child is served in the local program, the Denton RDSPD SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD Committee.

Member Districts, when considering referral of a student to the Denton RDSPD, will contact the RDSPD deaf education supervisor to schedule a mutually agreeable time to attend the initial ARD meeting.

The participating school district will provide appropriate representation for sharing in the decision-making responsibilities of the ARD committee for each of their students.

Each Member District will be responsible for the transportation of student(s) to Denton RDSPD campuses both during the school day and outside of the school day as needed for extracurricular activities where participation/attendance is required [athletics practices and games, competition practices and events (FFA, UIL, etc.)]

The Denton RDSPD Supervisor will plan with each of the Administrators of Special Education:

- In the referral/admissions process to the Denton RDSPD.
- In the preparation of the students returning to their local school districts.
- In assisting local school personnel with materials and instructional

modifications for teachers of those students who are identified as DHH auditory impaired being served on their home campuses.

- In reporting to the local Administrator of Special Education as to student progress and the educational needs for the coming school year.
- In assisting the local Director of Special Education in the selection of appropriate related personnel for serving students who are DHH with auditory impairment.
- To be available to assist parents of students who are DHH have a hearing loss in their understanding of their child's educational needs, planning for the future, determining state/community resources available to the student and the family, planning for life skills necessary for independent living, and providing information regarding area support organizations.
- In providing support to general teachers in their class preparations, techniques for teaching students who are DHH have a hearing loss and state/regional/community resources available for students' success in learning.
- To provide training assistance to the local multidisciplinary evaluation team in assessing students who are DHH with a hearing loss.
- To provide assistance to incorporate elements in the local evaluation process that will assist in assessing the student who are DHH has a hearing loss and in developing the IEP.
- Denton RDSPD personnel collaborate with ECI Intervention Specialists in accordance with applicable MOUs and within the geographic boundaries of the programs.
- Services are initiated as determined by the Infant Family Service Plan (IFSP) meeting.

Student Services

For those students being served in the Denton Regional Day School Program for the Deaf, the following services will be provided:

- Periodic assessments;
- IEP documentation on the provision of services except for the initial ARD,
- Annual ARD/IEP meetings and others as necessary;
- School calendar of pupil educational events including extracurricular events;
- Educational classes appropriate for implementation of the IEP and provided in the least restrictive instructional arrangement;
- Instructional equipment and/or related services appropriate to the implementation of the IEP;
- Copies of the students' progress reports sent to the parents and the home districts;
- Appropriate instructional classes for those students qualifying for extended school year services as determined in an ARD/IEP meeting in collaboration with the home district; and
- Assessment for student transition planning and collaboration with community and service agencies for future services.

A reasonable amount of notice will be given to the LEA to collaborate on the possible placement of a student to the home district for services.

Non-Member Services

Entry into the Denton Regional Day School Program for the Deaf is based on request from an accredited independent school district, the Texas Education Agency, and the Denton RDSPD supervisor.

Students from school districts other than those Member Districts who are parties to this Agreement (Non-Member LEAs) will be considered for services/placement upon written request to the Coordinator with authority of the Fiscal Agent. An authorized representative of the Non-Member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member District Boards of Trustees hereby delegate authority to the Management Board to enter into contracts with non-member LEAs as set forth herein. The Member Districts acknowledge that TEA guidelines indicate that services may be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the RDSPD, the requested services may be declined.

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 RDSPD 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 the student as DHH to the RDSPD as appropriate and allowable; (6) whether the Non-Member LEA will pay all other costs incurred by RDSPD 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 or his or her parents.

The possible services that may be provided to Non-Member LEAs are set forth in Exhibit A. Costs for providing Non-Member LEA services shall be determined by the RDSPD Coordinator at the time the Non-Member LEA and RDSPD enter into an agreement.

The form of the Interlocal contract for Non-Member LEA educational services is attached as Exhibit B.

Students from Non-Member Charter Schools may be considered for placement upon

request to the RDSPD through a services contract. Such contracts shall be in the form attached as Exhibit C. The possible services that may be provided to the Non-Member Charter School students are set forth in Exhibit A.

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

Each Member District, by approval of this RDSPD Agreement, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at Exhibits B and C.

Dissolution of Denton RDSPD Services

Services provided by the Denton RDSPD may be discontinued and the program dissolved upon written notice from the Texas Education Agency indicating the non-availability of designated state funds to support the education of students who are deaf through the DRDSPD.

Voluntary dissolution of this Agreement shall require the affirmative vote of a majority of the Boards of Trustees of each Member District. Upon dissolution, the Denton RDSPD SSA's funds and any other remaining assets will be divided equally among the Member Districts.

Any equipment purchased with management board funds for use by a designated student will follow the student to his/her home school district and become the property of that school district. Equipment and instructional resources purchased by state funds for classroom use for more than one student will remain the property of the Denton Independent School District or the fiscal agent at that time.

The Member Districts agree that all costs and fees related to, resulting from or associated with the dissolution including, but not limited to legal costs, mediation costs, and other expenses or obligations shall be paid in the amount calculated to be each Member District's proportionate share pursuant to the formula set forth in the Financial Responsibility section, herein.

Withdrawal from the Denton RDSPD

A Member District may withdraw from the Denton RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than August 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the Denton RDSPD SSA. The Member District shall submit any other documentation required to effectuate the withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member's withdrawal from the Denton RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a member of the Denton

RDSPD SSA. The withdrawing Member District shall return to the Denton RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Denton RDSPD SSA funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds, after full satisfaction of all charges and liabilities, remaining in the Denton RDSPD SSA's operating fund shall be calculated, and the withdrawing Member District shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 7.2 herein, of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interest, if any, such withdrawing Member District may have in the Denton RDSPD SSA's property or assets. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

Service Costs

Costs of Services to Non-Member Entities

The following services are available on a contractual basis to non-member entities:

Instruction by a certified teacher of the deaf—available on-site in Denton ISD at the age-appropriate campus where other students with a hearing difference are in attendance. The sending district is responsible for transportation.

Cost: $100 per hour for a minimum of 1 hour per week, based on contractual agreement and payable upon receipt of invoice.

Consultation by a certified teacher of the deaf or ARD meeting representation—available at the site of the non-member district/entity at a mutually agreeable date and time.

Cost: $100 per hour plus mileage at the State rate per mile and payable upon receipt of invoice.

Costs of Services to Member Districts

Member districts may access the following services:

DHH representation at an ARD meeting or staffing by a certified teacher of the deaf—provided at a mutually agreeable time at no charge to the member districts.

DHH specialist for consultation—available to all member districts at no charge and based on student need.

DHH specialist for staff development—available at a designated site in the member district at a mutually agreeable time at no charge to the member districts.

Program Accountability

Yearly, the participating special education administrators/management Member Districts will be

given an opportunity to evaluate the Denton Regional Day School Program for the Deaf by reviewing the following data:

- Student results on State-mandated and local assessments;
- Students' attendance records (as needed for mileage reimbursement);
- A list of graduates, student drop-outs, etc., as applicable to the RDSPD;
- A list of the students referred from the Early Childhood Intervention (ECI) program and other child find activities; and
- A list of staff development activities, evaluation results, attendance records, and/or other data relevant to the Denton RDSPD.

Member District Approval by Board of Trustees

The attached Denton Regional Day School Program for the Deaf 'Shared Services Arrangement and Operational Guidelines" was presented to and approved by the Board of Trustees of the following member district as denoted by signature of the Board President or Chairperson.

_____	_____
Member District Name	Date Presented
_____	_____
President/Chair, Board of Trustees	Date Signed

Please return this signed approval page to:

Denton RDSPD Supervisor
Denton ISD Special Education Services
1303 North Elm Street
Denton, Texas 76201

The final contract with attorney certification and approval of all 26 member districts must be submitted by the RDSPD Supervisor to the Texas Education Agency, Division of IDEA Coordination, by June 1, 2026.