ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT 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"), as described herein under the authority of Education Code § 29.007 and Texas Government Code § 791.001 et seq., as the ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("Ector County RDSPD"), for students in the following districts:

Andrews Independent School District, Big Spring Independent School District, Coahoma Independent School District, Crane Independent School District, Ector County Independent School District, Forsan Independent School District, Fort Stockton Independent School District, Glasscock County Independent School District, Grady Independent School District, Greenwood Independent School District, Iraan-Sheffield Independent School District, Kermit Independent School District, McCamey Independent School District, Midland Independent School District, Monahans-Wickett-Pyote Independent School District, Pecos-Barstow-Toyah Independent School District, Rankin Independent School District, Reagan County ISD, Stanton ISD, and other ESC Region 18 school districts as needed.

Member Districts agree that:

1. **General Requirements:**

1.1 The RDSPD SSA 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 American with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; Implementing regulations for all applicable statutes; TEA's Financial Accountability System Resource Guide Volume 13, section 1.3; and the Ector County RDSPD SSA policies and administrative guidelines approved by the Management Board, if any.

1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The purpose of this written contract ("Agreement") is to create a cooperative arrangement ("SSA") whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing within the boundaries of ESC, Region 18. It is agreed and understood that any student who has a hearing impairment 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 Ector County RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.

1.4 PEIMS student data will be reported to TEA by the District in which the student is enrolled and receiving RDSPD services. The District that submits PEIMS student data will be considered the district of accountability for AYP and AEIS considerations. The Fiscal Agent and Member Districts must provide a PEIMS 011 record. Member Districts may report participation in more than one RDSPD SSA. Member Districts must indicate the fiscal agent county district number (068-901) in the E0777 data element on the PEIMS 011 record.

1.5 The ECTOR COUNTY RDSPD's administrative offices will be located in Odessa, Texas.

2. Member Responsibilities:

2.1 Member Districts agree that any funds assessed under Ector County RDSPD SSA policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a statement from the Fiscal Agent.

2.2 Notwithstanding section 6.2, each Member District will be liable for any costs associated with its residentially-placed students. This includes any transportation costs incurred as a result of a District's initiated placement in the Texas School for the Deaf.

2.3 Notwithstanding section 6.2, each Member District will be liable for any costs associated with its students' participation in extracurricular activities including, but not limited to, interpreter services and transportation.

2.4 Notwithstanding section 6.2, each Member District will be liable for any other cost of a service that relates solely to an individual student that may be construed as a "low incidence" or "high cost" service.

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

2.6 Member Districts shall provide suitable and sufficient classroom space to accommodate students of the program who are auditory impaired.

2.7 A Member District may withdraw from the Ector County RDSPD SSA by notifying the Management Board in writing by December 15 proceeding the last fiscal year the Member District intends to remain in the Ector County RDSPD SSA. Upon delivery of such notice, the Member's withdrawal from the Ector County RDSPD SSA shall be effective June 30. The withdrawing Member District shall return any supplies, equipment, or fixtures in its possession, purchased with SSA funds, to the Ector County RDSPD offices, prior to or by the effective June 30. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District, after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share in Section 6.2 herein.

2.8 Member Districts agree that other ESC Region 18 school districts ("New Districts") may be admitted and become a "Member District" to the Agreement without 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 Agreement and any amendments thereto.

2.9 Should a Local Education Agency ("LEA") seek to become a Member District of the Ector County RDSPD SSA, a written request must be provided to the RDSPD Program Supervisor for consideration. In order for such request to be granted, the requesting LEA must provide documentation (Certificate) of its Board of Trustees approval of this Agreement and acceptance of the LEA as a Member District must be approved by the Fiscal Agent's Board of Trustees.

3. **Nonmember Participation:**

3.1 The Ector County RDSPD may provide services to students of any district that is not a member of the Ector County RDSPD SSA or to any Member District who has a student that is not enrolled in the Ector County 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.

4. **Management Board:**

4.1 ECISD, hereby designated as the fiscal agent ("Fiscal Agent") under this SSA, shall have the authority for the governing of the Ector County RDSPD and shall establish a SSA Management Board ("Management Board") comprised of the Special Education Directors for each of the Member Districts or their designees.

4.2 The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.

4.3 The Fiscal Agent's Special Education Director will serve as chairperson of the Management Board and the chairperson shall designate a person or persons to maintain minutes of each Management Board meeting.

4.4 The Management Board will meet, at least annually, to review the SSA Agreement. The RDSPD Program Supervisor may present an annual status report on the Ector County RDSPD to the Management Board.

5. **Fiscal Agent**

5.1 Ector County Independent School District shall serve as the Fiscal Agent. Ector County Independent School District acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

5.2 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 adopted budget. The Fiscal Agent shall provide accounting services, reports, Ector County RDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Ector County RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

5.3 The Fiscal Agent is responsible for preparing the operational budget for the Ector County RDSPD. The Fiscal Agent will account for salaries and expenses of Ector County RDSPD personnel and Ector County RDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; 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.

5.4 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Ector County RDSPD policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

5.5 The Fiscal Agent 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. The Fiscal Agent shall request ADA compliance by each service provider.

5.6 The Fiscal Agent must notify the Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before December 31 (no less than one year) preceding the last fiscal year 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 one year proceeding the last fiscal year 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 1 of the last fiscal year. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent.

5.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member District as Fiscal Agent. Any Member District who may be appointed to serve as Fiscal Agent has the option to refuse to serve as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent.

6. Fiscal Practices

6.1 The Ector County RDSPD will operate on a budget prepared by the Program Supervisor and Fiscal Agent Special Education Director and approved by the Fiscal Agent's Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and RDSPD office staff, as well as any uncontrollable costs, incurred by the Ector County RDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

Each Member 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 Member District in the program and the denominator of which is the total number of students served by the program.

6.3 Member Districts will be notified in writing, regarding the costs, as indicated in Section 6.2, to be charged back to Member Districts and what the maximum total of their shared excess costs are estimated to be.

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

6.5 The Ector County RDSPD Program Supervisor may purchase goods and services necessary to administer and operate the Ector County RDSPD. All non-consumable instructional materials shall be deemed property of the Ector County RDSPD when such supplies and materials are purchased with Ector County RDSPD funds.

7. Personnel

7.1 The chief administrator of the Ector County RDSPD will be the Program Supervisor. The Program Supervisor 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 Program Supervisor and do not require Management Board action. The budget is available for review by the Management Board. The Fiscal Agent Special Education Director, on behalf of the Fiscal Agent, will determine the extent of the administrative authority of the Program Supervisor. The Program Supervisor shall be under the supervision of the Fiscal Agent Special Education Director. All personnel will be appropriately certified or licensed to perform any applicable services.

7.2 Ector County RDSPD employees are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Ector County RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of Fiscal Agent 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.

7.3 Except as provided in Section 7.2, any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the Fiscal Agent.

7.4 The Fiscal Agent shall be responsible for evaluating deaf education personnel pursuant to the evaluation policies and procedures of the Fiscal Agent. Member

Districts may provide evaluation input for employees providing itinerant services to Ector County RDSPD students at the discretion of the Program Supervisor.

8. Transportation

8.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

9. Risk of Loss

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

9.2 Each Member District will insure it's owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

10.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

10.3 If the Ector County RDSPD is a named party in a legal action, the Member District wherein 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 RDSPD for any legal costs incurred by the Ector County RDSPD.

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.

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

10.6 The Member Districts of this SSA contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort 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 between the Member Districts. 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.

11. Dissolution

11.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent shall notify TEA of the SSA's intent to dissolve by February 1 prior to the end of the fiscal year it intends to remain an SSA. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1 of the year the SSA dissolves. The dissolution will take effect July 1 after the first January 1 following the dissolution vote.

11.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

12. The Agreement

12.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement.

12.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Ector County RDSPD SSA.

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

12.4 This Agreement is governed by the laws of the State of Texas.

12.5 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 Member Districts agree that all remaining provisions of this Agreement will remain in effect.

12.6 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.

12.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

12.8 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.

Executed this _____ day of _____, 20___

ANDREWS INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

ALPINE INDEPENDENT SCHOOL DISTRICT

BY: Eddie Nates DATE: 10-6-2026

BOARD PRESIDENT

ANDREWS INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

BALMORHEA INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

BIG SPRING INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

CRANE INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

COAHOMA INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE _____

BOARD PRESIDENT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

FORSAN INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE _____

BOARD PRESIDENT

GRADY INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

GRANFALLS INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

GREENWOOD INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

IRAAN-SHEFFIELD INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

KERMIT INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

McCAMEY INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

MIDLAND INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

MONAHANS-WICKETT-PYOTE INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

PRESIDIO INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

RANKIN INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

REAGAN COUNTY INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

STANTON INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

WINK LOVING INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

Certificate of Shared Service Arrangement with Alpine 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 Arrangement Agreement ("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 October 6, 2016

Secretary's Signature [signature]

_____ Independent School District is standing as a Member District of the Ector County RDSPD SSA was duly considered at a lawfully called and held Board meeting and is hereby granted.

_____ _____

ECISD (Fiscal Agent) Board President **Date**

EXHIBIT A

CONTRACT FOR SERVICES

ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

P.O. BOX 3912 * ODESSA * TEXAS

School District: Alpine ISD **Contact Person:** Mesinda Llanez

Address: 704 W. Sul Ross Ave
Alpine, TX 79830

This document, when executed by both parties, shall serve as a contract between the

_____ **and Ector County Regional Day School for**

the Deaf for services as described below:

TERMS AND CONDITIONS:

1. **The undersigned acknowledges that it is not a member of the Ector County Regional Day School Program for the Deaf Shared Services Arrangement or that it is a member that has need for services of a student that is not enrolled in the program and therefore must execute this agreement agreeing to be responsible for all charges incurred for any services provided. The undersigned agrees to pay for all services and charges at the customary and usual rates as is charged the Ector County RDSPD.**

2. **The Ector County RDSPD agrees to provide services to the extent they are available to the undersigned district after execution of this agreement and upon written request of the undersigned district.**

Ector County Regional Day School Program for the Deaf Supervisor

_____ **DATE:** 10/23/26

Special Education Director of Alpine **ISD**

Mesinda A. Llanez **DATE:** 10-6-26