

TEMPLE INDEPENDENT SCHOOL DISTRICT REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

BELL COUNTY SPECIAL EDUCATION COOPERATIVE (Academy Independent School District, Bartlett Independent School District, Holland Independent School District, Troy Independent School District, and Rogers Independent School District), BELTON INDEPENDENT SCHOOL DISTRICT, FALLS COUNTY COOPERATIVE (Chilton ISD, Rosebud-Lott ISD, and Westphalia ISD), GATESVILLE INDEPENDENT SCHOOL DISTRICT, HEART OF TEXAS COOPERATIVE FOR EXCEPTIONAL CHILDREN (Bruceville-Eddy Independent School District, Crawford Independent School District, McGregor Independent School District, Moody Independent School District, Oglesby Independent School District, and Valley Mills Independent School District), PRIORITY CHARTER SCHOOLS – TEMPLE, SALADO INDEPENDENT SCHOOL DISTRICT, and TEMPLE INDEPENDENT SCHOOL DISTRICT (Member Districts) hereby agree to cooperatively operate their special education programs as the TEMPLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“TRDSPD”). Member Districts agree that:

1. General Covenants and Provisions

- 1.1. The purpose of this Agreement is to create a cooperative agreement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the TRDSPD catchment area. 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 TRDSPD, subject to the ARD committee recommendations.
- 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 TRDSPD’s administrative offices will be located in the assigned Fiscal Agent district (currently Temple Independent School District in Temple, Texas).
- 1.4. The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the TRDSPD procedures approved by all Member Districts.
- 1.5. Policies and/or operating guidelines inconsistent with the provisions herein shall be ineffective.
- 1.6. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, AI or Auditory Impairment, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State

Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review, and Dismissal Committee.

2. Management

- 2.1. The TRDSPD shall be governed by the Management Board comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees. Such Management Board will meet as needed, at least annually, to review the administration and operation of the shared services agreement. Special Education Directors/Coordinators will keep their respective Member District boards advised of the Management Board's activities.
- 2.2. The TRDSPD, through its Board-approved budget and the authority of the Fiscal Agent, may purchase goods and services necessary to administer and operate the TRDSPD.
- 2.3. The Special Education Director of the Fiscal Agent District shall serve as the Chairperson of the TRDSPD Board and shall preside over any meetings of the TRDSPD Board.
- 2.4. The Management Board shall elect a Secretary. The Secretary will record and prepare the minutes of each Board meeting and retain the relevant records in a safe place.
- 2.5. Each member of the Management Board shall have one vote, and all action taken shall be by majority vote with a quorum present.
- 2.6. Special meetings may be called by the Chairperson. Members of the Management Board may submit requests for special meetings to the Chairperson. The Chairperson shall regularly schedule board meetings, of which there shall be at least one (1) per school year.
- 2.7. Any non-member independent school district may request to obtain educational services from the TRDSPD by making such request in writing to the Management Board and agreeing in writing to be responsible for all charges incurred for any services provided at the customary and usual rates charged by the TRDSPD. The Management Board is authorized to make decisions regarding the approval and dismissal of non-member requests. 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 TRDSPD 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 to TRDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by TRDSPD in providing educational services to such student; 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 such student or his or her parents.
- 2.8. Requests for membership in the TRDSPD shared services arrangement will be approved based on a majority vote of the TRDSPD Board.
- 2.9. The TRDSPD Board may, by majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement or for non-compliance with the policies and procedures of the TRDSPD. A District whose membership is revoked is not entitled to any distribution of funds or property.

3. Personnel

- 3.1. The chief administrator of the TRDSPD will be the Fiscal Agent's Special Education Director. The Director shall serve under a contract with the Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District.
- 3.2. The Fiscal Agent District is responsible for employing and dismissing both centralized and itinerant staff as determined by the general policies of the Fiscal Agent District. Member District input regarding employee performance will be considered.
- 3.3. 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.
- 3.4. The Special Education Director of each Member District shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act for matters pertaining to the district each deputy represents.
- 3.5. Personnel assigned to a Member District, with Management Board approval, shall serve under contract to that district and are subject to that district's personnel policies. Personnel who serve more than one Member District, (itinerant personnel) must be employed by one Member District, and serve other Member Districts with Management Board approval, but remain subject to the personnel policies of the employing Member District.
- 3.6. Each Member District shall be responsible for adopting a salary schedule for program personnel assigned to said district. The TRDSPD shall provide funding for salaries in accordance with the TEA Funding schedule and to the extent such funding allows.
- 3.7. TRDSPD personnel (consultants) are assigned to provide district services to eligible students who reside within the boundaries of the Member Districts. Consultants are employed by and serve under contract to the Fiscal Agent and are subject to the Fiscal Agent policies.

4. Fiscal Agent

- 4.1. TEMPLE INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent of the TRDSPD. TEMPLE INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.
- 4.2. 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 Temple ISD Board. The Fiscal Agent shall provide accounting services, reports, TRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by TRDSPD staff.
- 4.3. The Fiscal Agent will account for salaries and expenses of personnel, TRDSPD operating expenses, IDEA-Part B funds, Elementary and Secondary Education Act funds, and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all TRDSPD staff.
- 4.4. The Fiscal Agent will prepare and submit, on behalf of the TRDSPD, any reports or applications required by federal or state law or Temple ISD policy, including fiscal reporting through PEIMS 032 and 033 records.
- 4.5. 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 require ADA compliance by each service provider, when necessary or required by law.

- 4.6. Any assets purchased with TRDSPD funds will be owned by the TRDSPD. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member District.
- 4.7. The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the TRDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit for the TRDSPD's accounts, the transfer of the Fiscal Agent status will become effective July 1.
- 4.8. Should the Fiscal Agent cease to serve, for any reason, the TRDSPD Management Board will appoint another Member District as Fiscal Agent.

5. General Obligations for Member Districts

- 5.1. Member Districts agree that funds assessed under TRDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.
- 5.2. Costs of residential placement for any student shall be the sole responsibility of the Member District legally required to provide residential placement services, with no joint liability of Member Districts.
- 5.3. Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the TRDSPD operations.
- 5.4. Should a Member District elect to terminate any or all services provided by the TRDSPD, written notice shall be provided to the Fiscal Agent by December 1 of the prior year. Request for reinstatement of services shall be submitted by December 1 of the year prior to reinstatement. Upon full withdrawal, the Member District shall return any materials or equipment purchased with TRDSPD funds to the TRDSPD administrative offices. The withdrawing District is not entitled to any other distribution of funds or property.
- 5.5. All Member Districts must provide a PEIMS 011 record as required by the Texas Education Agency.
- 5.6. Member Districts are ultimately responsible for the education of all students with auditory impairments within its district boundaries whether the child is served in the local program, the TRDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. The Member District will also be responsible for conducting diagnostic and evaluation services if the student receives deaf education and instruction on an itinerant basis from the Member District. Deaf instruction and services will be provided by the Temple ISD RDSPD.
- 5.7. Each Member District shall be responsible for the employment of interpreters or classrooms aids serving deaf or hard of hearing students attending school in the Member District.
- 5.8. Assistive technology devices will be purchased for students attending the TRDSPD if such devices have been identified by the student's ARD committee as necessary for the provision of a free appropriate public education to the student. The TRDSPD will work with Member Districts to support the evaluation and identification of assistive technology for students receiving services in the Member District. If the TRDSPD has appropriate assistive technology equipment to lend to a Member District, the Member District may apply for such equipment in accordance with TRDSPD procedures. If assistive technology equipment is not available through the TRDSPD, it is the Member District's responsibility to purchase assistive technology to meet the student's needs.

6. Fiscal Practices

- 6.1. 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 TRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. The number of students being served will be determined by the October PEIMS count of the current school year.
- 6.2. Shortfall/uncontrollable costs will be billed to Member Districts by April 15 of the current school year and shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. Each Member District shall remit these costs to the TRDSPD June 1 of the current school year.
- 6.3. Member Districts' students who transfer into the TRDSPD after the October PEIMS count will not be charged for that student's attendance for the remainder of the school year. Similarly, the home districts of students who transfer out of the TRDSPD after the October PEIMS count will not be reimbursed for that student's attendance fee.
- 6.4. Member Districts will be notified in writing when the estimated entitlement figures are known by the Texas Education Agency, if excess costs are to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be.
- 6.5. A Member District shall not be responsible for any costs associated with the TRDSPD unless such Member District has a student receiving services from the TRDSPD.
- 6.6. Districts with students receiving itinerant services through the TRDSPD shall remit state deaf funds to the Fiscal Agent district. Member Districts whose students are served in the Temple Independent School District shall remit to the Temple Independent School District state and federal deaf funds, as well as ADA.
- 6.7. The TRDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent at Fiscal Agent's expense.

7. Educational Services

- 7.1. The TRDSPD shall provide educational services to students who meet the conditions to qualify as auditory impaired and who attend TRDSPD. The services will be provided along a continuum, ranging from total integration into general education with supportive services to full-day specialized classes. Services may include deaf education instruction and support, and mainstream support, as well as necessary services for the student's participation in school sponsored extracurricular activities. Diagnostic and evaluation services shall be provided by the TRDSPD only for students in attendance at the TRDSPD.
- 7.2. Related services shall be provided in accordance with state and federal rules and regulations governing special education. The ARD committee shall determine student needs and appropriate related services. Related services not directly related to auditory impairment (for example, counseling, physical therapy) shall be the responsibility of the student's home district.
- 7.3. The Fiscal Agent District will provide related services to Medicaid-eligible students attending the TRDSPD, assuming proper consent for Medicaid services has been obtained from the parent. Otherwise, the Member District responsible for the student must

reimburse the Fiscal Agent District for any related services provided to the student by the Fiscal Agent District.

8. Legal Responsibilities

- 8.1. Except as otherwise provided herein, the Member District wherein the student is enrolled shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).
- 8.2. The Member District where a student resides is responsible for legal costs, court costs, and attorney’s fees resulting from litigation involving that student.
- 8.3. If the TRDSPD or the Fiscal Agent is named a party in a legal action as a result of its involvement as or with the TRDSPD, all costs associated with the TRDSPD or the Fiscal Agent’s legal defense, settlement, and/or judgment shall be paid by the student’s home Member District.
- 8.4. 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. All hearings related to the employee grievances, terminations, or nonrenewals of TRDSPD staff members will be held in accordance with the policies of the Fiscal Agent.
- 8.5. The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.
- 8.6. The Member Districts agree to negotiate in good faith 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 between the parties.
- 8.7. Each Member District 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 damages, court costs, attorneys’ fees, and settlement costs.
- 8.8. Each Member District will insure its 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.

9. Transportation

- 9.1. 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.
- 9.2. It is agreed that in the event a student’s placement in the Texas School for the Deaf (TSD) is requested by a Member District and granted by the student’s ARD Committee, then any and all transportation costs will be the responsibility of the Member District where the student resides.

10. Dissolution

- 10.1. Dissolution of the TRDSPD will require the affirmative vote of a majority of the Member Districts. Upon dissolution, unexpended federal funds contributed by a Member District shall be returned to that Member District. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member District and shall be returned upon dissolution. All property purchased with TRDSPD

funds will become the property of the successor RDSPD to which services will transfer at the time of dissolution. If there is no successor RDSPD, assets will be distributed to Member Districts on a fair and equitable basis agreed upon at the time of dissolution. The dissolution will take effect at the end of the fiscal year in which the vote to dissolve passes.

11. The Agreement

- 11.1. 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.
- 11.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the TRDSPD and responsibilities under any prior TRDSPD agreement.
- 11.3. This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 11.4. This Agreement is governed by the laws of the State of Texas.
- 11.5. If any provision of the 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 the Agreement will remain in effect.
- 11.6. Citations of any 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.
- 11.7. 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.
- 11.8. Per approval by the Board of Trustees of each Member District, the Special Education Director of each Member District will act as the Board Designee for purposes of approval of this Agreement.
- 11.9. It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

BELTON INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

GATESVILLE INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

PRIORITY CHARTER SCHOOL - TEMPLE

Board President or Designee

Date

SALADO INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

TEMPLE INDEPENDENT SCHOOL DISTRICT



Board President or Designee Dan Posey

1/12/2021
Date

BELL COUNTY SPECIAL EDUCATION COOPERATIVE

ACADEMY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

BARTLETT INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

HOLLAND INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

ROGERS INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

TROY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

FALLS COUNTY COOPERATIVE

CHILTON INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

ROSEBUD-LOTT INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

WESTPHALIA INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

HEART OF TEXAS COOPERATIVE FOR EXCEPTIONAL CHILDREN

BRUCEVILLE-EDDY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

CRAWFORD INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

MCGREGOR INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

MOODY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

OGLESBY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

VALLEY MILLS INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date