

**UVALDE REGIONAL DAY SCHOOL  
PROGRAM FOR THE DEAF  
SPECIAL EDUCATION  
SHARED SERVICES  
ARRANGEMENT AGREEMENT**

BRACKETT INDEPENDENT SCHOOL DISTRICT, D'HANIS INDEPENDENT SCHOOL DISTRICT, KNIPPA INDEPENDENT SCHOOL DISTRICT, LEAKEY INDEPENDENT SCHOOL DISTRICT, NUECES CANYON INDEPENDENT SCHOOL DISTRICT, SABINAL INDEPENDENT SCHOOL DISTRICT, UTOPIA INDEPENDENT SCHOOL DISTRICT, CRYSTAL CITY INDEPENDENT SCHOOL DISTRICT, CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EAGLE PASS INDEPENDENT SCHOOL DISTRICT, HONDO INDEPENDENT SCHOOL DISTRICT, LA PRYOR INDEPENDENT SCHOOL DISTRICT, COTULLA INDEPENDENT SCHOOL DISTRICT, DILLEY INDEPENDENT SCHOOL DISTRICT, PEARSALL INDEPENDENT SCHOOL DISTRICT, and UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ("member districts"), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("URDSPD") as set out in this Uvalde Regional Day School Program for the Deaf Special Education Shared Services Arrangement Agreement (hereinafter "Agreement"). Member Districts agree that:

**1. General Covenants and Provisions**

1.1 The purpose of this Agreement 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 hearing impairments residing within the boundaries of the member districts who are parties to this Agreement. 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 URDSPD, subject to the ARD committee recommendations.

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

1.3 The URDSPD'S administrative offices will be located in Uvalde, Texas.

1.4 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; and the URDSPD administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. Administrative Guidelines inconsistent with the terms of this SSA will be deemed null and void.

1.5 Should an Local Education Agency ("LEA") seek to become a Member District of the URDSPD, a written request must be provided to the URDSPD Coordinator for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year are due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this agreement. 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.

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 III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall 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, and ARD or Admission, Review and Dismissal. Cluster Site is defined as the centralized program where students receive direct deaf education services and which is determined to be the LRE for certain auditorially impaired students.

## **2. Management**

2.1 The URDSPD Coordinator may present an annual status report on the URDSPD to the URDSPD Board.

2.2 The URDSPD will be governed by a management board (the "URDSPD Board") comprised of the Special Education Directors of Member Districts as representatives of their Boards of Trustees. The URDSPD Board will meet, at least annually, to review the URDSPD Agreement. The URDSPD Chairperson may call additional meetings as needed. Each Special Education Director shall attend the regularly scheduled URDSPD Board meetings. Special Education Directors shall keep their respective Member District Boards of Trustees advised of URDSPD Board actions.

2.3 The URDSPD Fiscal Agent Special Education Director, as designated in 3.1, will initially serve as Chairperson of the URDSPD Board. Designated of Uvalde CISD personnel will serve as secretary of the URDSPD Board. The secretary will record, prepare and maintain minutes of each URDSPD Board meeting. The URDSPD Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the URDSPD Board.

2.4 Except as otherwise provided herein, actions shall require the approval of a majority of a quorum of the URDSPD Board. Each URDSPD Board member shall have only one vote regardless of whether that Board member represents more than one Member District in his/her role as a Director of another Shared Services Arrangement. The URDSPD Coordinator has the discretion to allow for written submission of votes.

2.5 The URDSPD Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the URDSPD.

2.6 The URDSPD Coordinator may purchase goods and services necessary to administer and operate the URDSPD. All non-consumable instructional materials shall be deemed property of the URDSPD when such supplies and materials are purchased with URDSPD funds.

2.7 Additional powers and duties, if any, of the URDSPD Board shall be determined by URDSPD policy or administrative guidelines. Any guidelines or policies inconsistent with this Agreement shall be deemed void.

2.8 The URDSPD Board may by a 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 the URDSPD. Disposition of property shall be governed by Section 5.6 TEA timelines and required documentation shall apply. The Member District which is subject to the revocation shall not have a vote under this provision.

2.9 Students with auditory impairments who are not enrolled in the URDSPD but who meet the eligibility requirements and 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 URDSPD shall, upon written request from a Member District to the Lead Teacher, make available a certified teacher of the deaf to be a member of the student's ARD Committee.

2.10 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all Boards of Trustees of the Member Districts.

### **3. Personnel**

3.1 The Director of Special Education for the Fiscal Agent will be the Chief Administrator of the URDSPD and will be called the URDSPD. The URDSPD Chief Administrator shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding 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 URDSPD Chief Administrator and do not require URDSPD Board action. The budget is available for review by the URDSPD Board. The Chief Administrator, in his/her discretion, or at

the request of a Member District, may provide feed-back regarding the delivery of instructional services by RDSPD funded staff.

3.2 Each Local Education Agency (“LEA”) where the student resides is responsible for records requests made pursuant to the Texas Public Information Act, Local Government Records Act and Family Education Rights and Privacy Act. The Fiscal Agent agrees to make available to the LEA responsive records to the extent the Fiscal Agent has such records in its possession at the time the request is made.

3.3 All URDSPD employees, which include deaf education certified teachers, interpreters, Director and classroom aides assigned to the Fiscal Agent District, 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, standards of conduct, leave and other benefits of the Fiscal Agent and any URDSPD operating guidelines and procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel. Member Districts will retain final hiring and termination authority regarding the employment of personnel serving URDSPD students in that Member District.

3.4 Any hearing related to an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the District with whom the employee has an employment relationship.

#### **4. Fiscal Agent**

4.1 UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“UCISD”) will serve as the Fiscal Agent for the URDSPD. UCISD 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.

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 URDSPD Board. The Fiscal Agent shall provide accounting services, reports, URDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by URDSPD policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District’s failure to maintain its effort. Each Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the mis-application of such funds shall be the responsibility of the Member District who received the funds.

4.3 The Fiscal Agent will account for salaries and expenses of personnel set forth in Section 3.3 herein, as well as, reimbursement for off site certified deaf education teachers and certified interpreters; URDSPD operating expenses; IDEA Part B funds; and Elementary and Secondary Education Act funds. Each Member District will maintain personnel records and payroll systems for RDSPD employees and staff employed by that Member District. Each

Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the mis-application of such funds shall be the responsibility of the Member District who received the funds.

4.4 Except as otherwise provided herein, the Fiscal Agent will prepare and submit, any reports or applications required by federal or state law or RDSPD Administrative Guidelines.

4.5 The Coordinator, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students receiving URDSPD services in accordance with law and URDSPD policies. The Fiscal Agent shall request Americans with Disabilities Act and Family Educational Rights and Privacy Act compliance by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the URDSPD 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 any other TEA mandated timeline, preceding the end of the last fiscal year during which it intends to serve as Fiscal Agent. After a satisfactory independent audit of the URDSPD's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines and documentation requirements shall apply.

4.7 Should the Fiscal Agent cease for any reason to serve, the URDSPD Board will by majority vote of a quorum of its Members appoint another Member District as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would be contingent upon specific approval by that Member District's Board of Trustees.

4.8 URDSPD will be funded as follows:

The Texas Education Directory is district data information from previous school year found on TEA website.

District Total # of students listed in Texas Education Directory found on the TEA Website

SSA Total # of students listed in Texas Education Directory = SSA member % of payment

District/Special Education SSA amount paid: (Salaries + benefits of SSA Board approved RDSPD staff – State Deaf Allotment = amount paid by SSA members) x SSA member percentage.

In addition to amount set forth above, each Member District shall pay 12% of the SSA Member Districts' percentage of payment.

The Member Districts will be billed by the Fiscal Agent on a bi-annual basis. The actual date of each billing is at the discretion of the Fiscal Agent.

## **5. Member Districts' General Obligations**

5.1 Member Districts shall agree that any funds assessed under URDSPD policies, this Agreement, or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.

5.2 Each Member District, in which a student resides, who receives URDSPD services, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving URDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record or submits inaccurate data resulting in a financial loss for a student who has been served by the RDSPD, it is agreed and understood that the Member District which failed to submit the 163 Record or submitted inaccurate data, will be responsible for the financial deficit resulting from that loss.

5.3 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 Member District's initiated placement in the Texas School for the Deaf.

5.4 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the URDSPD operations. Member Districts retain the responsibility for maintaining student eligibility folders.

5.5 Member Districts shall provide suitable and sufficient classroom space to accommodate students who are auditorially impaired and are receiving services from URDSPD.

5.6 A Member District may withdraw from the URDSPD by providing written notice to the other Member Districts of its intention to withdraw, by August 1 preceding the last fiscal year during which the Member District intends to remain in the URDSPD. Upon receipt of the written notice, the Fiscal Agent shall submit that member district's written notice of intent to withdraw to the TEA consistent with any TEA mandated timelines. The Member District seeking withdrawal shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon withdrawal, the withdrawing Member District shall return any materials or equipment purchased with URDSPD funds to the URDSPD office. Member Districts agree that upon Member District withdrawal all personal property purchased with URDSPD funds becomes the property of the remaining URDSPD members under this Agreement. Upon withdrawal of a Member District, the funds due the withdrawing Member District after full satisfaction of all charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share as calculated in accordance with Section 7.2 herein. The Member District's withdrawal from the URDSPD shall be effective June 30 unless otherwise determined by the TEA and contingent upon TEA's approval. The withdrawing Member District shall return to the URDSPD any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with URDSPD funds, prior to or by the effective June 30. 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.

5.7 Except as otherwise provided herein, each Member District is ultimately responsible for the education of all students with auditory impairments residing within its district boundaries, whether the child is served in the local program, the URDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD Committee. For students who are being served in the URDSPD Cluster Site or through the itinerant programs, the URDSPD will make available the following services for eligible students:

- Direct Services to Students
- Pupil Appraisal Support (Limited to Coordinating Audiological, Otological and Communication Eligibility Forms required by TEA)
- Auditory Training
- Itinerant Teachers
- Specialized Assistive Listening Devices
- Interpreter Services provided at the UCISD Cluster Site or reimbursement for member districts who have interpreters at Member District sites
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Meetings as an auditory impairment representative consistent with applicable law.

The provision of any services referenced in this provision is contingent upon the ARD Committee determination that such services are necessary and appropriate.

5.8 Child Find Requirements and the Initial Evaluation for Eligibility (The Full and Individual Evaluation) is the responsibility of the Member District wherein the student resides. The URDSPD will fund all audiological re-evaluations but not initial audiological evaluations. The re-evaluation of URDSPD students attending the centralized program is the responsibility of the District serving the student. The serving district may seek support for the evaluation from the sending district and/or URDSPD, but the serving District retains responsibility for the completion of the evaluation.

5.9 Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort (“MOE”) by any Member District shall be the responsibility of the Member District that violated the MOE requirement.

5.10 Reimbursement for services provided by deaf education certified teachers, certified interpreters, or other RDSPD personnel to students of Member Districts at sites other than UCISD may be considered and determined by the URDSPD board. In determining whether reimbursement should be provided to a Member District, the URDSPD Board will consider the distance between the Member District seeking reimbursement and the URDSPD, where the service is provided, as well as, the number of students to be served by the deaf education certified teacher or certified interpreter at the alternative location. It is agreed and understood

that the Member District seeking reimbursement for RDSPD Management Board approved staff as set forth herein, is required to submit to the Fiscal Agent a reimbursement request no later than July 1 of the fiscal year for which reimbursement was sought. It is further agreed that reimbursement invoices shall not be submitted more than two times annually to the Fiscal Agent.

5.11 Except as otherwise provided herein, certified interpreters are provided by the RDSPD to students whose ARD committees have determined that interpreting services are required for the provision of a free and appropriate public education. Member Districts may send AI eligible students to the URDSPD centralized sites located in Uvalde CISD for interpreter services. In the alternative, a Member District may elect to independently contract with a certified interpreter to be dedicated to that Member District and the URDSPD will reimburse the Member District for the contracted interpreter services. Reimbursement will be provided consistent with 7.2 herein. It is agreed and understood that reimbursement shall not exceed the UCISD salary schedule for interpreters or any RDSPD personnel providing services.

## **6. Non-Member Services**

6.1 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 URDSPD Coordinator or other Administrator as determined by the Fiscal Agent of the URDSPD. An authorized representative of the non-member LEA shall be present at a URDSPD Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access URDSPD services. The Member District Boards of Trustees delegate authority to the URDSPD Board to enter into contracts with non-member LEAs. The Member Districts acknowledge that it is TEA’s expectation that services 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 URDSPD Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the URDSPD, the URDSPD Coordinator shall refer the matter to TEA for review.

6.2 Factors to be considered by the URDSPD 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 URDSPD 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 the URDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by URDSPD 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.

6.3 The costs for providing non-member LEA educational services shall be in accordance with the fee schedule at Exhibit “A”, as applicable and as may be amended from time to time by the URDSPD Coordinator. Further, the non-member LEA seeking educational



services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit “A”.

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit “B”.

6.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon written request to the URDSPD Coordinator (under a services contract). Such contracts shall be in the form attached as Exhibit “C”. The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit “A”.

6.6 In the event a non-member LEA or Charter School does not agree to enter into a contract for requested services to be provided by the URDSPD, then the URDSPD will provide contact information for providers with whom those schools may directly contract for services, if available.

6.7 Each Member District, by approval of this Agreement, approves the authority of the URDSPD Board to enter into agreements with non-member LEAs as set forth in paragraph 6.7 herein regarding Exhibits “B” and “C”.

## **7. Fiscal Practices**

7.1 The URDSPD will operate on a budget prepared by the URDSPD Chief Administrator and approved by the URDSPD Board and Member District Boards of Trustees as part of each respective Member District’s overall budgetary process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures.

7.2 Administrative costs, including, but not limited to, all costs and salaries related to the Chief Administrator, Lead Teacher, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff or staff assigned to perform duties on behalf of the URDSPD, as well as any uncontrollable costs, incurred by the URDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

The Texas Education Directory is district data information from previous school year found on TEA website.

District Total # of students listed in Texas Education Directory found on the TEA Website SSA Total # of students listed in Texas Education Directory = SSA member % of payment

District/Special Education SSA amount paid: (Salaries + benefits of SSA Board approved RDSPD staff – State Deaf Allotment = amount paid by SSA members) x SSA member percentage.

In addition to amount set forth above, each Member District shall pay 12% of the SSA Member Districts' percentage of payment.

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

## **8. Dissolution**

8.1 Dissolution of this Agreement shall require the affirmative vote of the Boards of Trustees of a majority of the Member Districts. Upon dissolution, the URDSPD's funds and any other remaining assets will be divided equally among the Member Districts. Following the vote to dissolve the URDSPD, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

8.2 Separate agreements pertaining to purchase of real property shall supersede any provisions herein. Any such Agreements related to real estate are subject to the laws governing property in the state of Texas.

## **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, damage to or loss of its own personal or real property, costs of complaints, grievances or administrative hearings and litigation, including expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

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

## **10. Transportation**

10.1 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.

## **11. Legal Responsibilities**

11.1 Except as otherwise provided herein, the Member District wherein the student resides shall be solely responsible for the provision of a FAPE.

11.2 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.

11.3 If the URDSPD or Fiscal Agent or any employee, agent or officer of the Fiscal Agent is a named party in litigation under the IDEA whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court or under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, 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 URDSPD or Fiscal Agent for any legal costs incurred by the URDSPD or Fiscal Agent. Students who receive services at a Cluster site will not be considered legal transfers unless otherwise specifically provided by the Cluster site Member District's school board policy.

11.4 Each Member District shall be responsible for legal fees resulting from complaints, grievances, or litigation associated with an employee with whom the Member District has a contract or with whom the Member District has an employment relationship.

11.5 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.

11.6 The Member Districts agree to negotiate in good faith in an effort to resolve any dispute related to the Agreement 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 would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The Member Districts who are parties to the dispute must agree before any settlement is binding.

## **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. The terms and conditions set out in this Agreement may be modified in writing subject to the approval of the Member District Boards of Trustees.

12.2 This Agreement will supersede all previous Agreements among the parties in relation to the operation of the URDSPD and responsibilities under any prior Cooperative Agreement.

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 \_\_\_\_, 2012.

BRACKETT INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

D'HANIS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

KNIPPA INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

LEAKEY INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

NUECES CANYON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

SABINAL INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

UTOPIA INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

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DATE SIGNED

CRYSTAL CITY INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

HONDO INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

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DATE SIGNED

LA PRYOR INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

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DATE SIGNED

COTULLA INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

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DATE SIGNED

DILLEY INDEPENDENT SCHOOL DISTRICT

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BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

PEARSALL INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE SIGNED

**EXHIBIT A**

**Services Listed Are for Reference Only**

**Availability of such services will be determined at the time of a Request for Non-Member services is submitted.**

**Requested Non-Member LEA or Charter Schools Services and Applicable Fees**

This fee schedule shall be determined by the RDSPD. Fees are subject to change at the discretion of the URDSPD. Services are contingent upon staff availability.

(An administrative fee in the amount of \$\_\_\_\_\_ must be submitted with the executed Services or Interlocal contract). (Travel for URDSPD staff delivery services will be reimbursed in the amount of \$\_\_\_\_\_.)

**EVALUATION**

Fee:

- a. Otological Evaluation \_\_\_\_\_
- b. Audiological Assessment \_\_\_\_\_
- c. Speech and Language Assessment \_\_\_\_\_
- d. Psycho-educational Assessment \_\_\_\_\_
- e. Psychological Assessment \_\_\_\_\_
- f. Communication Assessment \_\_\_\_\_
- g. Counseling \_\_\_\_\_
- h. Re-evaluation \_\_\_\_\_

**ITINERANT SERVICES**

Fee:

- a. Observation \_\_\_\_\_
- b. Equipment in-services \_\_\_\_\_
- c. Deliver batteries \_\_\_\_\_
- d. Troubleshoot hearing aids/equipment \_\_\_\_\_
- e. Shuttle/dispense broken and repaired aids \_\_\_\_\_
- f. Consult with teachers on modifications \_\_\_\_\_
- g. Consult with diagnosticians on AI  
Procedures and paperwork \_\_\_\_\_
- h. ARD participation \_\_\_\_\_
- i. Direct services to students \_\_\_\_\_
- j. Auditory Training \_\_\_\_\_
- k. Speech and Language Assistance \_\_\_\_\_
- l. Itinerant Teachers \_\_\_\_\_
- m. Student Counseling \_\_\_\_\_
- n. Cluster Site Interpreter Services \_\_\_\_\_
- o. Parent Education \_\_\_\_\_
- p. Staff Training \_\_\_\_\_

**CLUSTER SITE SERVICES**

- |                      |       |
|----------------------|-------|
|                      | Fee:  |
| a. Transportation    | _____ |
| b. Full day services | _____ |

This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity.

Students who attend a centralized program/cluster site will not be considered a transfer student.



EXHIBIT B

STATE OF TEXAS §  
§ INTERLOCAL AGREEMENT:  
§ FOR  
COUNTY OF UVALDE §

The Uvalde Regional Day School Program for the Deaf, an SSA, in Uvalde County, Texas (“the SSA”), and \_\_\_\_\_ (“Non-Member LEA”), an independent school district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement (“the Agreement”) for the provision of specific deaf education services for Non-Member LEA students who are eligible for deaf education services pursuant to IDEA as further defined herein (“Deaf Services”), in order to provide access to the SSA’s deaf education program as required by the Texas Education Agency (“TEA”). SSA and Non-Member LEA may be referred to jointly herein as the “Parties,” and individually as a “Party.”

WHEREAS, the SSA is currently providing Deaf Services to its Member Districts; and

WHEREAS, pursuant to the Uvalde Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated \_\_\_\_\_, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA agrees to provide the Deaf Services, by means of this Interlocal Agreement; and

WHEREAS, both Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, *et seq.* of the Texas Government Code, the Texas Interlocal Cooperation Act (“the Act”), and will comply with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

- 1. Purpose  
Pursuant to Chapter 791 of the Act, the Non-Member LEA and the Member Districts made a part of the SSA are public entities, entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: deaf education services and services for the public health and welfare.

2. General Agreement

The Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit "A" attached hereto.

3. SSA Responsibilities

SSA shall provide Deaf Services, utilizing best efforts, through its staff and personnel, as set forth on Exhibit "A".

4. Non-Member LEA Responsibilities

- The Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA fiscal Agent.
- The Non-Member LEA retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- The Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the RDSPD SSA or do not reflect IDEA compliance, Non-Member LEA services may be rejected.
- The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- It is agreed and understood that the continued delivery of services to students of districts who are Member Districts of the SSA will take precedence over Non-Member students. When determining whether or not existing SSA personnel may serve Non-Member LEA student(s), assurances shall be provided to the Member Districts that the Member District students will continue to receive appropriate services. This agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion, at any time determine that existing personnel or contract employees cannot adequately serve non-member LEA students while maintaining its obligation to serve Member District students.
- Non-Member LEAs are responsible for the education of each student with auditory impairments who resides within that Non-Member LEA's boundaries, regardless of whether the student is served in the Non-Member LEA's local program, SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain Deaf Services based upon the fee schedule set forth in Exhibit A.

- Child Find and the determination of eligibility for Deaf services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- The Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.
- The Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

5. Miscellaneous

- A. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property that may arise out of or be occasioned by this Interlocal Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Agreement. Further, Non-Member LEA shall indemnify and hold SSA harmless from any actions brought against the SSA, any Member District of the SSA or any employee, agent or officer of any Member District of the SSA for any reason related to the Deaf Services and/or this Interlocal Agreement.
- B. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:

With a copy to:

To SSA:

With a copy to:

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- C. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. Prior Agreement Superseded. This Agreement together with the terms of the Uvalde Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- E. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Definition of Terms. 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 III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall 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, and ARD or Admission, Review and Dismissal.
- H. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- I. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Uvalde and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

- J. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- K. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- L. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Member Districts, the Non-Member LEA's or the past or present officers, employees, or agents of the Non-Member LEA's and Member Districts.
- M. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- N. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- O. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- P. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[INSERT]

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

[INSERT]

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Exhibits:

Exhibit "A" – Rate Sheet

EXHIBIT C

STATE OF TEXAS § SERVICES AGREEMENT:
COUNTY OF UVALDE § FOR DEAF EDUCATION SERVICES

The Uvalde Regional Day School Program for the Deaf, an SSA, in Uvalde County, Texas ("the SSA"), and ("Non-Member Charter School"), a Charter School established by the Texas Education Agency, hereby enter into this Services Agreement ("the Agreement") for the provision of specified deaf education services for Non-Member Charter School students who are eligible for deaf education services pursuant to IDEA as further defined herein ("Deaf Services"), in order to provide access to the non-member Charter School students to the SSA's deaf education program as required by the Texas Education Agency ("TEA") RDSPD Guidelines. SSA and Non-Member Charter School may be referred to jointly herein as the "Parties," and individually as a "Party."

WHEREAS, the SSA is currently providing Deaf Services to its Member Districts; and

WHEREAS, pursuant to the Uvalde Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated, the SSA may provide Def Services to Non-Member Charter Schools, as requested by TEA, by and through a Deaf Services Agreement; and

WHEREAS, Non-Member Charter School seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member Charter School has requested Deaf Services and the RDSPD SSA agrees to provide the Services, by means of this Services Agreement; and

WHEREAS, both Parties acknowledge that such Agreement is consistent with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interests of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

- 1. Purpose The Non-Member Charter School and the Member Districts made a part of the SSA are entering into this Agreement for the purpose of allowing Non-Member charter school students an opportunity to access SSA Deaf Services consistent with the terms of this Agreement.

2. General Agreement

The Non-Member Charter School and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit "A" attached hereto.

3. SSA Responsibilities

The SSA shall utilize best efforts to provide Deaf Services to eligible students enrolled in a Non-Member Charter School as set forth on Exhibit "A".

4. Non-Member Charter School Responsibilities

- The Non-Member Charter School agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member Charter School retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member Charter School will be liable for any and all costs associated with its residentially placed students.
- The Non-Member Charter School agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the SSA, or do not reflect IDEA compliance, such services may be rejected.
- The Non-Member Charter School shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- Any participation in the SSA programs by a Non-Member Charter School representative or employee, whether on a paid or volunteer basis, shall be considered within the course and scope of the employee's Non-Member Charter School employment. Non-Member Charter Schools shall provide such employee or representative with appropriate supervision during all times they are performing duties associated with the provision of SSA services, regardless of the time of day or the location where the duties are performed. The SSA representative shall have no duty to supervise or provide supervision or assistance to such persons.
- It is agreed and understood that the continued delivery of services to students of Member Districts of the SSA will take precedence over Non-Member students. When determining whether or not existing SSA personnel may serve Non-Member Charter School student(s), assurances shall be provided to the member districts that the member district students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA at any time in its sole discretion, determine that existing personnel or contract employees cannot adequately serve Non-Member Charter School students while maintaining its obligation to serve



- member district students.
- Non-Member Charter Schools are responsible for the education of each student with auditory impairments who resides within that Non-Member Charter School's boundaries, whether such student is served in a local program, SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member Charter School, through this Services contract, may retain Deaf Services based upon the fee schedule set forth in Exhibit A.
  - Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member Charter School. The Non-Member Charter School will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
  - The Non-Member Charter School agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
  - The Non-Member Charter School is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, and for related insurance for any vehicles as required for such transportation.
  - The Non-Member Charter School is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
  - The Non-Member Charter School is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

If and when applicable, the Non-Member Charter School will sign documents prepared by SSA and acceptable to \_\_\_\_\_.

5. Risk of Loss and Indemnification.

- A. Except as otherwise provided herein, Non-Member Charter School bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of its own personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs related to SSA services provided under this Agreement to Non-Member Charter Schools students..
- B. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member Charter School agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property which may arise out of or be occasioned by this Agreement or from any of its activities or any act or omission of any employee or representatives of the parties to this Agreement.

C. NON-MEMBER CHARTER SCHOOL SHALL INDEMNIFY AND HOLD

UVALDE RDSPD (“SSA”) HARMLESS FROM ANY ACTIONS BROUGHT AGAINST SSA, OR ANY MEMBER DISTRICT OF THE SSA OR ANY EMPLOYEE, AGENT OR OFFICER OF THE SSA OR ITS MEMBER DISTRICTS FOR ANY REASON RELATED TO THE DEAF SERVICES AND/OR THIS AGREEMENT.

6. Insurance Requirements.

- A. Commercial General Liability. The Non-Member Charter School agrees to provide and maintain during the term of this Agreement coverage limits of \$1,000,000.00 for each occurrence and \$2,000,000 General Aggregate.
- B. Automobile Liability. The Non-Member Charter School will insure its owned or leased vehicles used in the transportation of students receiving Deaf Services from the SSA for the statutory maximum limits of school district liability for motor vehicle accidents. The Non-Member Charter School acknowledges that the SSA does not provide transportation and does not utilize vehicles for the furtherance of this program or in its role as Fiscal Agent.
- C. Workmen’s Compensation. Coverage shall be provided for all liability arising out of the Non-Member Charter School’s employment of its employees and anyone for whom the Non-Member Charter School shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no “alternative” form of insurance shall be permitted.
- D. General Provisions Applicable to Insurance.
  - 1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued, and rated no less than B in the most current edition of Best’s Rating Manual at all times during the term of this Agreement.
  - 2. The General Liability and Automobile policy or policies so issued in the name of the Non-Member Charter School shall also name the SSA as an additional insured, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to the SSA, with the SSA’s insurance being excess, secondary and non-contributing. The Commercial General Liability and Automobile coverage provided by the Non-Member Charter School shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.
  - 3. The Non-Member Charter School shall have its insurance carrier(s) furnish to

the SSA insurance certificates in form satisfactory to the SSA specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Agreement is in effect without thirty (30) calendar days prior written notice to SSA, and a statement that the SSA is named as additional insured as provided above.

- E. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:

With a copy to:

To SSA:

With a copy to:

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- F. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- G. Prior Agreement Superseded. This Agreement together with the terms of the Uvalde Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- I. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- J. Definition of Terms. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated. 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 III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEP or Limited English Proficient, 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, and ARD or Admission, Review and Dismissal.

- K. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- L. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Uvalde and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- M. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- N. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- O. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, its Non-Member District or their past or present officers, employees, or agents or employees.
- P. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member Charter School.
- Q. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- R. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

S. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[INSERT]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

[INSERT]

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Exhibits:  
Exhibit "A" – Rate Sheet