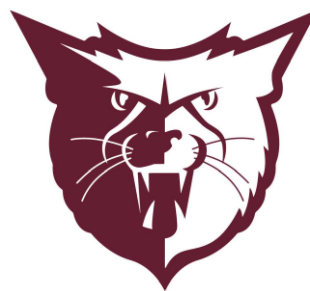


Regional Day School Program for the Deaf

Shared Service Agreement 2025-2026



SHERMAN

INDEPENDENT SCHOOL DISTRICT



SHERMAN INDEPENDENT SCHOOL DISTRICT
2701 Loy Lake Road, Sherman, TX 75090


Division of Federal and State Education Policy
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1494



To Whom It May Concern:

I have reviewed the contents of the RDSPD SSA contract of the Sherman Regional Day School Program for the Deaf comprised of the following local educational agencies (LEAs):

Sherman Independent School District
Bells Independent School District
Celina Independent School District
Collinsville Independent School District
Denison Independent School District
Gunter Independent School District
Gordonville Independent School District
Howe Independent School District
Pottsboro Independent School District
Sam Rayburn Independent School District
S&S Consolidated Independent School District
Tom Bean Independent School District
Tioga Independent School District
Van Alstyne Independent School District
Whitesboro Independent School District
Whitewright Independent School District



I certify that this contract meets the requirements set forth in the Division of Federal and State Education Policy, Texas Education Agency Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures. I also certify that any additional provisions contained in the contract in no way conflict with the above referenced procedures or with any applicable federal and state legal requirements.

Sincerely,

Kaylyn Kirkpatrick

Attorney

Sherman Regional Day School Program for the Deaf

Shared Service Agreement

Sherman Independent School District
Bells Independent School District
Celina Independent School District
Collinsville Independent School District
Denison Independent School District
Gunter Independent School District
Gordonville Independent School District
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Sam Rayburn Independent School District
S&S Consolidated Independent School District
Tom Bean Independent School District
Tioga Independent School District
Van Alstyne Independent School District
Whitesboro Independent School District
Whitewright Independent School District

("member districts"), hereby agree to cooperatively operate their special education programs under the authority of Texas Education Code Chapter 20 and the Texas Government Code Section 791.001 et. seq., as the SHERMAN REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("Sherman RDSPD").

Member districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby member districts may provide for efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing in the Sherman area as indicated above. It is agreed and understood that any student who has a hearing difference 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 Sherman RDSPD, subject to the Admissions, Review, and Dismissal ("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 Sherman RDSPD's administrative offices will be located in Sherman, 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 1973, 29 U.S.C. §794; the Amendments to the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; TEA's Financial Accountability System Resource Guide Volume 13 § 1.3; implementing regulations for all applicable statutes; and the Sherman RDSPD policies and operating guidelines approved by all member districts.

1.5 Sherman RDSPD will operate under the Sherman Independent School District ("Sherman ISD" or "Fiscal Agent District") school calendar and under the policies and procedures of Sherman ISD.

1.6 Students from districts other than member districts may be considered for services upon written request to the Sherman ISD Regional Day School Program for the Deaf Supervisor. A contract for services will be negotiated between Sherman RDSPD and non-member districts, Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all costs under a separate agreement with Sherman RDSPD if Sherman RDSPD agrees to provide such services.

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

1.8 When an ARD Committee determines a student has a need for services from a certified Teacher of the Deaf or Hard of Hearing, the ARD Committee may refer the student to Sherman RDSPD for either centralized or itinerant services. If placement at a centralized Sherman RDSPD campus is needed in order to receive a free appropriate public education (FAPE), Sherman RDSPD will provide a continuum of placement options from mainstream to specialized classrooms.

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

2. Management

2.1 The Sherman RDSPD shall be governed by the Cooperative Management Board ("Management Board") composed of the special education director or designee of each member district. Such a management board will meet in August and February (or as needed, at least annually,) to review the shared services arrangement. Other meetings shall be scheduled as determined by the RDSPD Supervisor for Sherman ISD whereby the Management Board may either meet as a whole or as a hoc sub-committee. The general responsibilities of the Management Board members shall include:

- a. Providing input on decision-making about the program;
- b. Regularly attending board meetings;
- c. Paying fees in a timely manner;
- d. Ensuring that Sherman RDSPD students have access to reliable and timely transportation.
- e. Keeping their respective Superintendents apprised of Management Board actions, as appropriate.

2.2 At the first annual management board meeting of the school year, the management board will elect a chairperson and a member to maintain official meeting minutes. The Chairperson will maintain contact with the state leadership of the Regional Day School Programs within the Texas Education Agency to obtain all relevant information for program maintenance and operation. Information will be communicated with the management board.

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

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

3. Personnel

3.1 The chief administrator of the Sherman RDSPD will be the RDSPD Supervisor. The RDSPD Supervisor shall serve under a contract with the Sherman Independent School District 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 developments, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the RDSPD Supervisor with approval of appropriate Fiscal Agent personnel. Fiscal Agent policy will determine the extent of the administrative authority of the RDSPD Supervisor.

3.2 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 students enrolled in Sherman ISD who attend the centralized deaf program, Sherman ISD shall serve as an office for public records.

3.3 Sherman RDSPD personnel (teachers, instructional assistants, interpreters, potential speech therapists, potential diagnosticians, potential audiologists, itinerant teachers and potential secretaries) are employed by and serve under contract with Sherman ISD, and are subject to Sherman ISD policies. All personnel will follow the Sherman ISD salary schedule. Such personnel will be assigned according to need as determined by the RDSPD Supervisor with approval of the Director of Special Populations.

3.4 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, Sherman ISD.

4. Fiscal Agent

4.1 Sherman ISD shall serve as the Fiscal Agent. Sherman ISD acknowledges that it is an accredited Texas school district and that it offers services to students' age 0-22.

4.2 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 RDSPD Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Sherman ISD policies.

4.3 The Fiscal Agent will account for salaries and expenses of Sherman RDSPD personnel, Sherman RDSPD operating expenses; IDEA, Part B funds; IDEA, Part C funds; State Deaf 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 Sherman RDSPD staff.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or RDSPD policy.

4.5 The Fiscal Agent is solely responsible for reporting PEIMS data for all students that attend the centralized RDSPD on a full-time basis, even if the students are transfer students from another Member District. The Fiscal Agent will receive applicable average-daily-attendance associated with PEIMS reporting. Member Districts will be responsible for reporting PEIMS data for all students who participated in Sherman RDSPD but do not attend a centralized RDSPD campus on a full-time basis, and still attend school in the Member District in which they reside.

4.6 The Fiscal Agent may negotiate contracts with outside service providers for diagnostic 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.

4.7 The Fiscal Agent must notify other member districts of any intention to withdraw as Fiscal Agent of the Co-op on or before December 31 preceding the end of 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 December 31 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-op' s accounts, the transfer of Fiscal Agent status will become effective July 1.

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

5. Member Districts' General Obligations

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

5.2 Each member district will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C. §89.61. Each member district will be liable for costs associated with its residentially-placed students.

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper student records and PEIMS accounting for the Sherman RDSPD operations.

5.4 Member districts will share the responsibility for enrolled deaf or hard of hearing students placed in Disciplinary Alternative Education Programs. Education of full-time RDSPD students will be the responsibility of the Sherman RDSPD. Transportation will be the responsibility of the district in which the student resides.

Education of part-time students is the responsibility of the district in which the student resides. Sherman RDSPD will provide education services to the student in the member district's DAEP placement in accordance with the student's ARD/IEP.

Education of deaf or hard of hearing students not enrolled and/or served by the Sherman RDSPD at the time of placement in a DAEP will be the responsibility of the member district.

5.5 A member district may withdraw from the Co-op by providing the other member districts with written notice of its proposed action at least 30 days on or before the December 31st preceding the end of the school year which the member district intends to be its final year in the Co-op. Additionally, the member district seeking to withdraw shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. Upon delivery of such notice, the member's withdrawal from the Co-op shall be effective on the following June 30th, at the end of the Co-op's fiscal year. The withdrawing member district shall return to the Co-op any supplies, equipment, or fixtures in its possession that were purchased with the Co-op's funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the Co-op. The member school districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's operating fund as of the June 30th date set forth above, shall be calculated, and the withdrawing member shall receive a proportionate share based upon a fraction, the numerator of which shall be the number of students enrolled in the RDSPD from the member districts, and the denominator of which shall be the total number of students enrolled in the RDSPD on the last day of the fall semester of the fiscal year, of such remaining balance, in full and complete payment for, and settlement to any legal and equitable rights and interests, if any, such withdrawing member may have in the Co-op's property or assets.

Addition of new members or reconfiguration of this agreement may only take place by unanimous consent of current members, including the Fiscal Agent. Any such reconfiguration may only be done by written agreement that describes how assets of the co-op will be distributed.

In the event the Co-op is dissolved, any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's operating fund shall be calculated, and the member districts shall receive a proportionate share based upon a fraction, the numerator of which shall be the number of students enrolled in the RDSPD from the member districts, and the denominator of which shall be the total number of students enrolled in the RDSPD on the last day of the fall semester of the fiscal year, of such remaining balance, in full and complete payment for, and settlement of; any legal and equitable rights and interests, if any, such member district may have in the co-op's property or assets.

5.6 Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. Each Member District will be liable for any cost associated with its residentially placed students. This includes any transportation cost incurred as a result of a Member District's initiated placement in the Texas School for the Deaf.

5.7 Child find is the responsibility of each Member District including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process. Member Districts, when considering a referral of a student to the RDSPD, will contact the RDSPD Supervisor to schedule a mutually agreeable time to attend the initial ARD meeting.

5.8 Except as otherwise provided herein, each Member District is ultimately responsible for the education of all students with hearing differences residing within its district boundaries whether the child is served in the local program, the RDSPD, or other placements.

6. Fiscal Practices

6.1 The Sherman RDSPD will operate on a budget prepared by the Fiscal Agent and reviewed and adopted by the management board. The budget shall be presented to the management Board, and is conditioned upon the approval of all Member Districts. Annual budgets must be approved by Sherman ISD as the fiscal agent. If a Member District fails to approve the budget and all other Member Districts approve the proposed budget, the Member Districts will first work collaboratively to attempt to modify the budget in a manner consistent with each Member District's wishes. If good-faith attempts to modify and unanimously approve the budget fail, the Member District that fails to approve the budget may be subject to revocation. The Member Districts in agreement may vote to revoke the membership of the Member District that fails to approve the budget; the vote must be unanimous. The Member District that fails to approve the budget shall not have a vote under this provision. The special education director of each member district shall ensure that the respective share to be contributed to the RDSPD shall be included in the budgets adopted by the member districts' boards of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, potential instructional assistants, potential diagnosticians, potential audiologist, and Regional Day School office staff, equipment costs including but not limited to hearing aid maintenance for all deaf or hard of hearing students and FM equipment for centralized deaf or hard of hearing students, equipment for itinerant and parent infant teachers as well as any uncontrollable costs incurred by the Sherman ISD over and above the amount of state deaf and/or federal funds, if any, shall be divided among member districts based upon the number of students from each member district enrolled in the RDSPD on the last day of the fall semester. Students enrolled after this date will not be assessed a fee for the school year.

6.3 Should a student move from one Member District to another Member District, billing shall be prorated at a daily rate for each district where the student resides.

6.4 Member districts will be notified in writing by February 15 of the fiscal year regarding the excess costs to be charged back to member districts and what the maximum total of their shared excess costs are estimated to be. Adjustments to the excess costs, if any, will be reflected in August to reflect changes in actual program costs.

6.5 Itinerant services provided to member districts will be charged at a per pupil rate to be set by the Fiscal Agent when preparing the budget and reviewed and approved by the management board.

6.6 The RDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent.

7. Risk of Loss

7.1 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 personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs. Except as otherwise provided herein, costs of administrative hearings shall be the responsibility of the member district in which the student resides.

7.2 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.

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. Transportation provided by member districts includes: transportation to and from school, to educational cluster sites and educational assessment for eligibility. Transportation for ESY Services or Acceleration Services in accordance with ARD recommendations is also the responsibility of the member district.

9. Legal Responsibilities

9.1 Except as otherwise provided herein, the member district who serves as the LEA shall be solely responsible for the provision of a FAPE.

9.2 Except as otherwise provided in Sections 9.3 and 9.6, the member districts wherein the student resides is responsible for legal costs, court costs, and attorney's fees resulting from litigation, including due process hearings, and from investigations by state or federal agencies, directly involving that student, and shall have the right to select the attorney to represent such member district and control the defense of such action.

9.3 If the Co-op is named party in legal action, each member district will be responsible for an equal share of the costs. The Fiscal Agent shall have the right to designate the attorney to represent the Co-op and control the defense of such action.

9.4 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, and shall have the right to select the attorney to represent such member district and control the defense of such action.

9.5 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.

9.6 Should the Fiscal Agent incur costs as a result of any litigation against the Co-op, each member district will be responsible for an equal share of the costs. The Fiscal Agent shall have the right to designate the attorney to represent the Co-op and control the defense of such action.

9.7 The member districts of this Shared Services Arrangement 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 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 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 parties to the dispute must agree before any settlement is binding.

10. Revocation of Membership

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

A. If a claim of intentional non-compliance with the terms of the Agreement is made against any Member District, the Fiscal Agent Superintendent will first notify the Member District Superintendent of the allegation. The Fiscal Agent Superintendent and the Member District Superintendent will first attempt to informally resolve the issue.

B. If the claim cannot be informally resolved, the Management Board shall meet to vote on the proposed revocation of membership for intentional noncompliance. A majority vote of a quorum of the Management Board must vote in favor of the proposed revocation. The Member District being considered for proposed revocation shall not have a vote in this process.

C. Should the vote carry, then within 3 school days of the vote the Supervisor shall provide written notice consistent with the determinations of the Management Board and must contain at minimum, a description of the alleged intentional noncompliance with all supporting evidence and appropriate corrective action that the Member District being considered for revocation must take to cure the noncompliance with an appropriate timeframe for correction. The notice will be delivered to the Member District Superintendent, who will then be required to forward the notice within three school days of receipt to the Board President of the Board of Trustees for the Member District being considered for revocation.

D. The Member District being proposed for revocation may, within 30 school days of the date of receipt of the notice of proposed revocation elect to (1) request a hearing in front of the RDSPD Supervisor to dispute any allegations of non-compliance and/or dispute the appropriateness of the corrective action, (2) agree to perform any requested corrective action and submit written documentation of such corrective action, or (3) elect to submit notice of withdrawal of its membership in the RDSPD as set forth in Section 5.4.

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

11. Non-Member Services

11.1 Entry into the RDSPD is based on request from an accredited independent school district, the Texas Education Agency, and the RDSPD supervisor.

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

11.3 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional RDSPD staff will have to be employed or engaged to serve the student; (3) whether the Non-Member LEA is a member of any other shared services arrangement; (4) whether the Non-Member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the Non-Member LEA will agree to transfer funds applicable to the education of the student as DHH to the RDSPD as appropriate and allowable; (6) whether the Non-Member LEA will pay all other costs incurred by RDSPD in providing educational services to the student(s); and (7) whether the Non-Member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student or his or her parents.

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

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

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

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

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

12. Dissolution of the RDSPD

12.1 Services provided by the RDSPD may be discontinued and the program dissolved upon written notice from the Texas Education Agency indicating the non-

availability of designated state funds to support the education of students who are deaf through the DRDSPD.

12.2 Voluntary dissolution of this Agreement shall require the affirmative vote of a majority of the Boards of Trustees of each Member District. Upon dissolution, the RDSPD's funds and any other remaining assets will be divided based on a proportionate share of each student who received services in the previous school year based on the October PEIMS Snapshot among the Member Districts.

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

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

13. The Agreement

13.1 The initial term of this agreement will begin on July 1, 2025 and will automatically renew from year to year, unless the Member Districts elect to revise the agreement, notification of withdrawal is given by a member district, or the program is otherwise terminated by action of TEA.

13.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Sherman RDSPD and responsibilities under any prior Sherman RDSPD agreement.

13.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement. This agreement may be modified to the extent such is agreed to by all parties.

13.4 This agreement is governed by the laws of the State of Texas.

13.5 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 sections of this Agreement and remain in effect.

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

13.7 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.

13.8 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 45 business days prior to termination.

13.9 All special education terms and acronyms used in the operational procedures will have the meanings and definitions provided to such terms and acronyms as set out in 20 U.S.C. § 1401 et seq., the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, 34 CFR 300 et seq, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms will include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, ARD or Admission, Review and Dismissal, and DHH or Deaf and Hard of Hearing,

Sherman RDSPD Tuition Rates and Fees

Type of Service	Description	Fee Per Year
Full time RDSPD Student (cluster campuses)	Any student at : -Fred Douglass Early Childhood Center -Crutchfield Elementary School -Sherman Middle School -Sherman High School	\$14,000.00
Direct Itinerant Services	Students we see 45 minutes per week	\$4,000.00
Intensive Itinerant Services	Students we see every other week, once every three weeks, one time per month, etc	\$1,500.00
Consult Itinerant Services	Students seen once a semester, once a grading period, or only at ARDS	\$500.00
Early Childhood Intervention (RDSPD)	0-3 years old Seen 4 times a month	\$4,000.00
Early Childhood Intervention Intensive	0-3 years old Seen 1-2 times a month	\$1,500.00
Initial Deaf/Hard of Hearing Evaluation	Initial Evaluations includes: Functional Listening Evaluation Receptive/Expressive One-Word Picture Vocabulary Test Classroom Observations Teacher Feedback Forms	\$250.00
Initial DHH Speech Testing	Initial Evaluation with a Speech Therapist that has experience with Deaf/Hard of Hearing Students	\$150.00
ARD Meeting	ARD meeting Scheduled after contract hours	\$25.00 Per hour
Interpreting Extracurricular Fees	Member districts will be billed according to extracurricular event	

**Special Education Shared Service Arrangement
Sherman Independent School District
And Member Districts**

The Shared Services Arrangement (SSA) for the Sherman Regional Day School Program for the Deaf is entered into between the SHERMAN INDEPENDENT SCHOOL DISTRICT and the other member districts. This contract has been approved by Sherman Independent School District's Board of Trustees.

Celina Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date