

**DALLAS REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF**

**SHARED SERVICES ARRANGEMENT
AGREEMENT**

Dallas Independent School District, hereinafter "DISD," acting as Fiscal Agent Member District and Member Districts: A+ Academy, Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Corsicana Independent School District, Crandall Independent School District, DeSoto Independent School District, Duncanville Independent School District, Ennis Independent School District, Avalon Independent School District, Ferris Independent School District, Maypearl Independent School District, Milford Independent School District, Palmer Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Inspired Vision Academy 1, Inspired Vision Academy 2, La Acadmia de Estrellas Charter School, Lancaster Independent School District, Life Charter School, Lindsley Park Community School, and Williams Preparatory School and, hereinafter "Member Districts," agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 et seq., as the Dallas Regional Day School Program for the Deaf, ("DRDSPD"). School Districts and Charter Schools who are parties to this Agreement shall be referred to as Member Districts for purposes of this 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 impairment who are residents of and enrolled in the School Districts indicated above or enrolled in the Charter Schools listed above. 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 DRDSPD, subject to the ARD committee recommendation.

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 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.

1.4 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.

1.5 AI students not enrolled in the DRDSPD who meet the eligibility requirements of hearing impaired, 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 DRDSPD for direct services. The DRDSPD SSA shall, upon written request to the RDSPD SSA Director, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the RDSPD SSA Director of the RDSPD SSA, the RDSPD SSA will make available personnel for consultation. Any Member District, other than Dallas ISD, seeking to access these services shall be charged a service fee in an amount not to exceed TWO HUNDRED AND FIFTY AND NO ONE HUNDREDS (250.00) dollars for a half day of services. Half day is defined as four hours. For each hour of services that exceed a half day period, the Member District will be charged SIXTY FIVE AND NO ONE HUNDRED DOLLARS (\$65.00) per hour. The service fee is subject to change annually by the SSA Management Board.

1.6 Should a Local Education Agency ("LEA") seek to become a Member District of the RDSPD SSA, a written request must be provided to the Chief Administrator of the DRDSPD for the management board's consideration on or before August 1 preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by all Member Districts' Boards of Trustees.

2. MANAGEMENT

2.1 The Management Board, comprised of the Special Education Directors/Coordinators for the participating Member Districts or Charter Schools or their designees, shall govern the DRDSPD. The Management Board will meet semi-annually each school year.

2.2 The Executive Director of Special Education or Director of the DRDSPD SSA for the Fiscal Agent Member District will be the Chairperson of the Management Board. A RDSPD SSA

Supervisor or his or her designee will serve as Secretary of the Management Board and record, prepare and maintain official minutes of the meetings.

2.3 The Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the DRDSPD SSA.

2.4 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 DRDSPD SSA. Each management board member present has only one vote.

2.5 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 chief administrator of the DRDSPD SSA will be the Director of the DRDSPD. The Director shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Director and do not require Management Board action. Additionally, the Director, in her discretion, or at the request of a Member District, may provide feed-back regarding the delivery of instructional services by DRDSPD staff.

3.2 The Fiscal Agent district shall be responsible for the employment of the DRDSPD personnel, the personnel who are performing services under this Agreement. DRDSPD personnel which may include deaf education certified teachers, speech therapists, interpreters, counselors, teacher assistants, administrators and itinerant teachers, are employed by the Fiscal Agent and are subject to all policies and procedures of the Fiscal Agent district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent salary schedule shall apply to DRDSPD personnel. DRDSPD personnel will be evaluated in accordance with Dallas ISD personnel evaluation policies and procedures. All individuals providing services must be appropriately certified or licensed to perform the applicable services.

3.3 All DRDSPD personnel matters shall be handled in accordance with the policies and procedures of the Fiscal Agent district.

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

4. FISCAL AGENT

4.1 The Fiscal Agent for the DRDSPD is the Dallas Independent School District which is accredited and serves grades pre-kindergarten through 12.

4.2 The Fiscal Agent is responsible for preparing the operational budget for the DRDSPD. The Fiscal Agent will account for salaries and expenses of DRDSPD personnel as set forth in the Agreement and operating expenses. The parties acknowledge that the Fiscal Agent may access total state and federal allocations, such as IDEA PART B funds, Part C funds (ECI); state deaf funds; and any other funding received for the purpose of furthering this program. Member District per pupil fees are based on expenditures that exceed all the total state and federal allocations as set forth in Exhibit A. It is agreed and understood the Dallas ISD special education funds (IDEA funds which are not dedicated to deaf education) will not be applied toward the DRDSPD operational budget.

4.3 The Fiscal Agent must provide services for children ages 3-5. These services include all collaboration efforts with Early Childhood Intervention serving DRDSD students, ages 0 – 3.

4.4 The Fiscal Agent shall be responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Dallas Independent School District Board of Trustees. Additionally, the Fiscal Agent shall provide accounting services, reports, DRDSPD records, and suitable facilities for Regional Day School for the Deaf administrative and support staff, and shall perform any other responsibilities of the program in accordance with DISD policies and procedures. 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 will be the responsibility of the Member District to which the funds were assigned by the TEA.

4.5 The Fiscal Agent shall prepare and submit any reports required by federal or state law. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.6 The Fiscal Agent shall maintain fiscal records, personnel records and payroll systems as required by district policy, state and federal laws.

4.7 Each Member District, where the student resides, 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 DRDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the DRDSPD, it is agreed and understood that Member Districts which failed to submit the PEIMS record will be responsible for any financial deficit resulting therefrom.

4.8 The Fiscal Agent Member District (DISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The DRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and any other fixed or liquid assets or facilities belonging to the Fiscal Agent Member District. Personal property purchased by a Member District with that Member District's funds will remain the property of that Member District. The member district may retain ownership of such personal property including but not limited to, assistive technology or other specialized device or equipment paid for by the Member District and provided for the use of its DRDSPD student(s). The Fiscal Agent shall retain proof of ownership and any applicable insurances or warranties.

4.9 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the SSA's funds, if any, will be divided equally among the Member Districts. Assets will be divided consistent with 4.8 herein. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

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

5. Fiscal Practices and Member District Responsibilities

5.1 Administrative costs, including, but not limited to, all costs and salaries related to the Director, supervisors, speech therapists, counselors, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the DRDSPD SSA, over and above the amount of state deaf and/or federal funds shall be funded by the Member Districts as set forth in Exhibit A incorporated herein by reference.

5.2 If a student is enrolled on or before PEIMS Snapshot, the billing for that child will occur the next school year.

5.3 Each Member District will provide and maintain FM systems for part time students served in the home school district.

5.4 Students served by the DRDSPD outside of Dallas county will be assessed an additional \$1,000 fee per student for itinerant personnel transportation. Such fee shall be in addition to the annual fee as set forth in Exhibit A.

5.5 Each Member District shall remit the fee, as set forth in Section 5.1 (Exhibit A), owed to DRDSPD by May 15 of the current school year. A late fee of 10% of the entire amount to be submitted will be assessed for any payments not received by June 1.

5.6 Cost of residential placement for any student shall be the sole responsibility of the Member District of which the student is a legal resident with no joint liability of Member Districts.

5.7 A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1st. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon delivery of such notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA. The withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30. The cost of any equipment not returned will be charged against the withdrawing member district. 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.

5.8 Member Districts agree that any funds assessed under DRDSPD SSA or this Agreement will be remitted within ninety (90) calendar days of receiving a statement from the Fiscal Agent. 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 retains responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.

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

5.10 Except as otherwise provided herein, Member Districts who are parties to this contract are ultimately responsible for the education of all students with Auditory Impairments within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Except as otherwise provided herein, Charter Schools are ultimately responsible for the education of students with Auditory Impairments who are enrolled in the Charter School whether the child is served in the local program, the RDSPD, 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 DRDSPD SSA Cluster Site, the DRDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Pupil Appraisal Support
- Auditory Training
- Speech and Language Assistance
- Itinerant Teachers
- Student Counseling
- Specialized Assistive Listening Devices
- Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R. §300.346

The provision of any services referenced herein is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any DRDSPD service shall be funded consistent with the terms set forth herein.

For students who are being served by DRDSPD on an itinerant basis, the DRDSPD will make available the following:

- Itinerant Teachers
- Parent Education
- Staff Training
- Consultative Services
- Admission, Review, and Dismissal (ARD) Committee Attendance

The provision of any itinerant services is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any DRDSPD service shall be funded consistent with the terms set forth herein.

6. Non-Member Services

6.1 Eligible students with hearing impairments from school districts or Charter Schools, other than those Member Districts who are parties to this Agreement (“non-member LEAs”) will be considered for DRDSPD SSA services/placement upon written request to the Director or other Administrator with authority of the Fiscal Agent of the DRDSPD SSA. 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 such student(s) seeking to access services. The Member District Boards of Trustees delegate authority to the Management 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 and Charter Schools 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 DRDSPD SSA, the Fiscal Agent shall refer the matter to TEA for review.

6.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement for such students, include, but are not limited to: (1) the type of services needed; (2) whether additional staff will have to be employed or engaged to serve such 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 such student and all travel costs of staff associated with serving such student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to the DRDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by DRDSPD SSA in providing 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 guardian.

6.3 The costs for providing non-member LEA services to such students shall be in accordance with the fee schedule at Exhibit "B", as applicable and as may be amended from time to time by the Director or designee for the Fiscal Agent. 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 "B".

6.4 The form of the Interlocal contract for non-member LEA services is attached as Exhibit "C".

6.5 Students from Charter Schools which are not parties to this Agreement may be considered for placement upon written request to the Director or designee of the Fiscal Agent. Such services if approved by the Management Board shall be provided pursuant to a services contract which shall be in the form attached as Exhibit "D". 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 "B".

6.6 In the event a non-member LEA does not agree to enter into a contract, then the Director 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, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at Exhibits "C" and "D".

7. Legal Responsibilities

7.1 Each Member District with resident students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each student. Each Charter School shall be solely responsible for the provision of a FAPE required for students enrolled in the Charter School. Students who reside in another Member District or who are enrolled in a Charter School and who attend Cluster Sites are not considered legal transfers of Dallas ISD, Fiscal Agent. The sending District continues to serve the role as the LEA. To the extent permitted by TEA, Member Districts where the student resides or the Charter School where students are enrolled will be counted in that Member District's accountability report.

7.2 The Member District wherein the student resides or the Charter School in which the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student including but not limited to special education due process hearings brought pursuant to the IDEA. The Member District shall have the right to control the defense of such action, and shall be responsible for all costs in such defense and all damages and obligations arising therefrom.

7.3 If the DRDSPD SSA, the Fiscal Agent, and/or any of their respective employees, agents or officers are named as a party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served under this Agreement, the Member District wherein the student resides remains responsible for legal costs, court costs, attorney's fees and damages or settlement costs resulting from litigation directly involving such student including reimbursement to the DRDSPD SSA or the Fiscal Agent for any such costs incurred by the DRDSPD SSA or the Fiscal Agent.

7.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom the Member District has an employment contract or with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom it has an employment contract or employment relationship.

7.5 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.

7.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith in an effort to resolve any disputes that may arise among or between some or all of the parties to this Agreement. 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 among the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person called a mediator, who will help resolve the dispute informally and confidentially. Mediators facilitate the resolution of dispute but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. If legal action ensues, venue shall lie in Dallas County.

7.7 Except as otherwise provided herein, each Member District and DRDSPD SSA 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, attorneys fees, and settlement costs.

8. Transportation

8.1 Unless otherwise agreed to by the Chief Administrator of the DRDSPD, each Member District, outside Dallas County, will be responsible for the transportation of students to and from DRDSPD cluster site locations.

9. Cluster Sites

9.1 The DRDSPD Cluster Sites will be located in the Dallas ISD at locations as determined by the DRDSPD chief administrator.

10. Interpreter Services for School Sponsored Activities Outside the Instructional Day

10.1 It is the responsibility of the Member District of the AI student's residence or the Charter School of the student's enrollment to provide and fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, after-school tutoring and any other extra-curricular activity sponsored by a school district. Dallas ISD will make available interpreter services based upon a fee as determined by Dallas ISD.

11. The Agreement

11.1 This Agreement will be automatically renewed by each Member District and the Fiscal Agent annually unless notification of withdrawal is given by a Member District or the Fiscal Agent or the program is otherwise terminated by action of TEA.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the DRDSPD SSA.

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

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

11.5 If any provision of this Agreement becomes or is held to be in violation 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.

11.6 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.

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

11.8 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

11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

Executed on this ___ day of _____, 2009.

A+ Academy

Board President Signature

Date of Approval

Carrollton-Farmers Branch Independent School District

Board President Signature

Date of Approval

Cedar Hill Independent School District

Board President Signature

Date of Approval

Coppell Independent School District

Board President Signature

Date of Approval

Corsicana Independent School District

Board President Signature

Date of Approval

Crandall Independent School District

Board President Signature

Date of Approval

DeSoto Independent School District

Board President Signature

Date of Approval

Duncanville Independent School District

Board President Signature

Date of Approval

Ennis Independent School District

Board President Signature

Date of Approval

Avalon Independent School District

Board President Signature

Date of Approval

Ferris Independent School District

Board President Signature

Date of Approval

Maypearl Independent School District

Board President Signature

Date of Approval

Milford Independent School District

Board President Signature

Date of Approval

Palmer Independent School District

Board President Signature

Date of Approval

Garland Independent School District

Board President Signature

Date of Approval

Grand Prairie Independent School District

Board President Signature

Date of Approval

Highland Park Independent School District

Board President Signature

Date of Approval

Inspired Vision Academy 1

Board President Signature

Date of Approval

Inspired Vision Academy 2

Board President Signature

Date of Approval

La Acadmia de Estrellas Charter School

Board President Signature

Date of Approval

Lancaster Independent School District

Board President Signature

Date of Approval

Life Charter School

Board President Signature

Date of Approval

Lindsley Park Community School

Board President Signature

Date of Approval

Williams Preparatory School

Board President Signature

Date of Approval

EXHIBIT A

DALLAS REGIONAL DAY SCHOOL FOR THE DEAF

AVERAGE COSTS PER STUDENT IN A CLUSTER SITE = \$9,923*

Classroom Teachers	\$7,700
Diagnostic Teachers	660
Educational Diagnosticians	272
Speech	912
Teacher Assistants/Interpreters	4,900
Counselor	230
Administrative	145
Audiological Costs	461
Equipment	541
Supplies/Materials	58
Training of Teachers	73
504	180
Substitutes	61
Indirect Costs	<u>325</u>
Total	\$16,518

Deaf State and Federal Budgets – 2008/2009	\$3,627,485
• State Deaf Funds	
• IDEA-B Preschool Deaf	
• IDEA-B Discretionary Deaf	
• IDEA-B Formula Deaf	
• IDEA-C – ECI Deaf	

550 students = \$6,595 per student

Cost of educating student versus Deaf State and Federal monies

	\$16,518
	- <u>6,595</u>
Amount Due Per Student	\$ <u>9,923*</u>

*** Cost for students not placed within lower functioning classrooms**

DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ADDITIONAL SHARED SERVICES ARRANGEMENT COSTS

Low Functioning Classes

**Need for teacher assistant; students escorted to restrooms; more one on one assistance;
class size smaller; average teacher assistant's salary - \$25,000**

Per child cost (low functioning class) \$3, 125 + \$9,923 = \$13,048

DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ITINERANT/PARENT INFANT STUDENT COSTS

1. Itinerant Teacher Visits in home district

Average Teacher Cost = \$55,000

Itinerant Teacher Visits Per Week = an approximate 18 visits

Cost per one visit per week = \$3,055 *

Cost per two visits per week = \$3,055 + \$1000 = \$4, 055 *

Cost per three visits per week = \$3,055 + \$1000 + \$1000 = \$5,055 *

2. Consultant Costs – 3 times a semester = \$3,000 **

3. Parent Infant Costs (ECI)

Cost per one visit per week = \$3,055 ***

*** Average travel cost per itinerant teacher - \$150 per month**

**** No funding from State for consultation services**

***** Average travel cost per itinerant teacher - \$300 per month**

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.

EXHIBIT B

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 DRDSPD. 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 DRDSPD 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 _____

OTHER

Fee:

- a. _____
- b. _____

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.

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 "B" attached hereto.

3. SSA Responsibilities

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

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 Member Districts of the SSA will take precedence over Non-Member LEA 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 and 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 B.
- 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 Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Interlocal Agreement. Further, Non-Member LEA shall indemnify and hold the 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 to the Fiscal Agent.

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 Dallas 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 Dallas 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 and
TERMINATE on June 30, _____.

[INSERT]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:
Exhibit "B" – Rate Sheet

EXHIBIT D

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

The Dallas Regional Day School Program for the Deaf, an SSA, in _____ 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 specific 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 Dallas Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated _____, the SSA may provide Deaf 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 SSA agrees to provide the Deaf Services, by means of this 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 "B" 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 "B".

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 School 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 Charter School 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 Agreement, 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 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 DALLAS RDSPD (“SSA”) HARMLESS FROM ANY ACTIONS BROUGHT AGAINST THE SSA, 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 to the Fiscal Agent.

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 Dallas 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, 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 Dallas 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.

- 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 and
 TERMINATE on June 30, _____.

[INSERT]

By: _____
 Printed Name: _____
 Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:
 Exhibit "B" – Rate Sheet