

**ABILENE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT (“SSA”) AGREEMENT**

Abilene Independent School District, Albany Independent School District, Anson Independent School District, Aspermont Independent School District, Baird Independent School District, Benjamin Independent School District, Blackwell Cons. Independent School District, Breckenridge Independent School District, Cisco Independent School District, Clyde Cons. Independent School District, Colorado Independent School District, Comanche Independent School District, Cross Plains Independent School District, De Leon Independent School District, Eastland Independent School District, Eula Independent School District, Gorman Independent School District, Gustine Independent School District, Hamlin Independent School District, Haskell Cons. Independent School District, Hawley Independent School District, Highland Independent School District, Jim Ned Cons. Independent School District, Loraine Independent School District, Knox-City-O’Brien Cons. Independent School District, Lueders-Avoca Independent School District, May Independent School District, Merkel Independent School District, Moran Independent School District, Munday Cons. Independent School District, Paint Creek Independent School District, Ranger Independent School District, Rising Star Independent School District, Roby Cons. Independent School District, Roscoe Independent School District, Rotan Independent School District, Rule Independent School District, Sidney Independent School District, Snyder Independent School District, Stamford Independent School District, Sweetwater Independent School District, Trent Independent School District, Westbrook Independent School District, Wylie Independent School District, Hermleigh Independent School District and Ira Independent School District, (“member districts:), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et. seq., as the ABILENE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“Abilene RDSPD SSA”) as set out in this Abilene Regional Day School Program for the Deaf Special Education Shared Services Arrangement Agreement (hereinafter “Agreement”). Member districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the Abilene area as indicated 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 Abilene RDSPD SSA, subject to the ARD committee recommendations.

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

1.3 The Abilene RDSPD SSA's administrative offices will be located in Abilene, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

1.5 Should an Local Education Agency ("LEA") seek to become a Member District of the Abilene RDSPD SSA, a written request must be provided to the Abilene RDSPD SSA Director for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year are due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. Any reconfiguration is subject to approval by each Member District's Board of Trustees.

1.6 AI students not enrolled in the RDSPD 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 RDSPD for direct services. The Abilene RDSPD 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 Abilene RDSPD SSA, the Abilene RDSPD SSA 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 SSA Management Board.

1.7 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 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 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.

2. Management

2.1 The Abilene RDSPD SSA shall be governed by the Cooperative Management Board ("Management Board") comprised of the Fiscal Agent's Director of Special Education, lead teacher/supervisor and the Special Education Directors of the Member Districts and SSAs. The Management Board will meet, at least annually, to review the Agreement. Other meetings shall be scheduled as determined by the Fiscal Agent's Director of Special Education whereby the Management Board may either meet as a whole or as ad hoc sub-committees. The Management Board shall keep Superintendents advised of RDSPD Management Board actions, as appropriate.

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

2.3 The Special Education Director of the Fiscal Agent will initially serve as Chairperson of the Management Board. A Secretary will be appointed by the Management Board. The secretary will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and elect a secretary who may or may not be a member of the Management Board. Action under this section requires the approval of a majority of a quorum of the Management Board.

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

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.

2.6 The Management Board may by a majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement, or for non-compliance with the policies and procedures the Abilene RDSPD SSA. Disposition of

property shall be governed by Section 5.5 TEA timelines and required documentation shall apply. The Member District which is subject to the revocation shall not have a vote under this provision.

3. Personnel

3.1 The Director of Special Education for the Abilene Independent School District will be the Chief Administrator of the Abilene RDSPD SSA and will be called the Abilene RDSPD Director. The RDSPD 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 RDSPD Director and do not require Management Board action. The RDSPD Director may determine the location of services and assignment of staff (centralized program or itinerant program).

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each Member District/SSA shall serve as deputy officers for public records for requests made on behalf of or related to students served by the Abilene RDSPD SSA which are filed with the Abilene RDSPD SSA.

3.3 All Abilene RDSPD SSA personnel including itinerant deaf education teacher/parent-infant advisor, paraprofessionals, Audiologists, RDSPD deaf education teachers, certified and non-certified interpreters, and a deaf education speech therapist and any Abilene RDSPD SSA office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at will employment, standards of conduct, salary schedule, leave and other benefits.

3.4 Any hearing related to an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the district with whom the employee has a contractual or employment relationship. Any hearing on an employee grievance or termination involving a Abilene RDSPD SSA employee, is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.

3.5 Abilene RDSPD SSA personnel are assigned by the RDSPD Director to provide services to eligible students either at the Member District site or at the Abilene RDSPD SSA centralized program depending upon Admission, Review & Dismissal ("ARD") Committee recommendations. RDSPD SSA personnel will be evaluated by the RDSPD Director. Personnel evaluations will be consistent with Abilene ISD personnel evaluation policies. Abilene RDSPD SSA personnel are employed by and serve under contract to the Abilene Independent School

District, and are subject to Abilene Independent School District policies. The Member District may provide input with regard to the performance of RDSPD personnel and Abilene ISD has the final hiring and termination authority.

3.6 Abilene RDSPD SSA personnel who are assigned to a Centralized Program are evaluated by the principal of the Campus at which such program is located.

4. Fiscal Agent

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

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Abilene RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member Districts failure to maintain its effort. Each Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the mis-application of such funds shall be the responsibility of the Member District to which such funds were assigned.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the Abilene RDSPD SSA. The Fiscal Agent will account for salaries and expenses of Abilene RDSPD SSA personnel and Abilene RDSPD SSA 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 tuition calculations are based on the expenditures that exceed all the total state and federal allocations.

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

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

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Abilene RDSPD SSA on or before August 1 preceding the end of the last fiscal year during which it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 or other TEA mandated timelines, preceding the end of the last fiscal year during which it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1.

4.7 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. All TEA timelines shall apply to any reconfiguration, 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.

4.8 Each Member District, in which a student resides and who receives Abilene RDSPD SSA services, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Abilene RDSPD SSA 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 RDSPD, it is agreed and understood that all Member Districts will contribute toward the financial deficit resulting from such Member District's failure, and that an increase in the local fee for all Member Districts may result.

5. Member Districts' General Obligations

5.1 Member Districts agree that any funds assessed under Abilene RDSPD SSA Administrative Guidelines 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.

5.2 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.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Abilene RDSPD SSA operations.

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

5.5 A Member District may withdraw from the Abilene RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than August 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the Abilene RDSPD SSA. Upon receipt, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1, or consistent with other TEA mandated timelines which may be in effect at the time of withdrawal. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member's withdrawal from the Abilene RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a member of the Abilene RDSPD SSA, contingent upon approval of the TEA. The withdrawing Member District shall return to the Abilene RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Abilene RDSPD SSA funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds, after full satisfaction of all charges and liabilities, remaining in the Abilene RDSPD SSA's operating fund shall be calculated, and the withdrawing Member District shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 7.2 herein, of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interest, if any, such withdrawing Member District may have in the Abilene RDSPD SSA's property or assets. Additionally, 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.

5.6 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.

5.7 Except as otherwise provided herein, each Member District is ultimately responsible for the education of all students with auditory impairments residing within its district boundaries, whether the child is served in the local program, the Abilene RDSPD SSA, 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 Abilene RDSPD SSA Cluster Site or through the itinerant programs, the Abilene RDSPD SSA will make available the following services for eligible students:

- Audiological Evaluations
- Re-evaluations
- Direct Services

- Speech and Language Assistance
- Itinerant Services
- Interpreter Services (Cluster Sites) (only)
- Staff Training
- Attend Admission, Review and Dismissal (ARD) Committee Meetings
- Program Supervision
- Maintaining of Assistive Listening Devices
- Teacher Consultations

The provision of any services referenced in provision 5.7 is contingent upon the ARD Committee determination that such services are necessary and appropriate.

5.8 The Member Districts agree that they are solely responsible for maintaining local and state effort as defined in 34 C.F.R. §§300.231 thru 300.233.

6. Non-Member Services

6.1 Students from school districts or charter schools 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 RDSPD Director or other Administrator as determined by the Fiscal Agent of the Abilene RDSPD 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 the 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 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 Abilene RDSPD SSA, the RDSPD Director 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, include, but are not limited to: (1) the type of services needed; (2) whether additional Abilene RDSPD SSA staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to the Abilene RDSPD SSA as appropriate and allowable; (6) whether the non-member

LEA will pay all other costs incurred by Abilene RDSPD SSA in providing educational services to such student; and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by such student or his or her parents.

6.3 The costs for providing non-member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the RDSPD Director. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit "A".

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

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

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

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

7. Fiscal Practices

7.1 The Abilene RDSPD SSA will operate on a budget prepared by the RDSPD Director and then reviewed by the Management Board. The Special Education Director of each Member District shall inform the Member District Boards of Trustees the respective share to be contributed to the Abilene RDSPD SSA to 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.

7.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional

Day School office staff referenced in 3.3, as well as any uncontrollable costs, incurred by the Abilene RDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts as outlined below. Students enrolled after the PEIMS snapshot date will not be assessed a fee for that school year. The formula for administrative and uncontrollable costs is as follows:

The Abilene RDSPD SSA is funded as follows:

Revenue:

State Deaf Funds 0 – 21 year eligible based on PEIMS October Snapshot date (the last Friday of October).

IDEA-B Preschool Deaf
IDEA-B Discretionary Deaf
IDEA-B Formula Deaf
IDEA-C ECI

Local Fee based on December 1 Child Count

Total Budget - Expenses = Negative/Deficit

Total Deficit/All students enrolled on December 1, = Amount due per student

Abilene ISD will receive IDEA-B Formula (Deaf), IDEA-B Preschool (Deaf), IDEA-C Early Childhood Intervention (Deaf), State Deaf and IDEA-B Discretionary (Deaf) funds. When the budget is prepared for the RDSPD program and the amounts awarded will not be sufficient to cover the costs, the deficit amount is then divided based upon the total number of students enrolled in the RDSPD. The amounts billed to the district will help cover the cost of deaf education teachers, interpreters, paraprofessionals, speech therapists, educational audiologists, related services, FM systems, travel, materials and supplies and other administrative and uncontrollable costs as set forth herein.

7.3 Member Districts will be notified in writing, and a Management Board meeting will be held if any excess costs are to be charged back to Member Districts and the maximum total amount of their shared excess costs are estimated to be. Excess costs are costs which are over and above the amount billed to Member Districts at the beginning of a school year.

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

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

8. Dissolution

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

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

9. Risk of Loss

9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of it's own personal or real property, costs of complaints, grievances or administrative hearings and litigation including expenses, awards of actual damages, court costs, attorneys fees, and settlement costs. Costs of administrative hearings shall be the responsibility of the Member District in which the student resides.

9.2 Each Member District will insure its owned or leased vehicles used in the transportation of students served by the Abilene RDSPD SSA for the statutory maximum limits of school district liability for motor vehicle accidents.

10. Transportation

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

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

11.1 It is the responsibility of the Member District of the AI student's residence 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.

12. The Cluster Site Determination

12.1 It is agreed and understood that the RDSPD Director may determine Cluster Site locations with input from the Member Districts. Criteria for Cluster Sites shall be set forth in the Administrative Guidelines. Final Cluster Site determination is contingent upon Management Board approval consistent with Section 2.4 herein and approval by the Board of Trustees for the Member District where the site is to be located. At any time should the RDSPD Director determine that the Cluster Site is unable to fulfill the criteria as contemplated by this Agreement, then a new Cluster Site will be determined by the RDSPD Director on behalf of the Fiscal Agent. The RDSPD Director, with the approval of the Management Board, may determine the location of Cluster Sites. Cluster Site selection is also contingent upon the Member District Board of Trustees approval where the Cluster Site is to be located.

12.2 Should the Cluster Site fail to satisfy the criteria set forth in the Administrative Guidelines, the RDSPD Director's authority as set forth herein shall apply.

13. Legal Responsibilities

13.1 Except as otherwise provided herein, the Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

13.2 Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

13.3 If the Abilene RDSPD SSA, Fiscal Agent or any employee, agent or officer of the Fiscal Agent, is a named party in litigation under the IDEA whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court or under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member District wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the Abilene RDSPD SSA and the Fiscal Agent

for any legal costs incurred by the Abilene RDSPD SSA or the Fiscal Agent. Students who receive services at a Cluster site will not be considered legal transfers unless otherwise specifically provided by the Cluster site Member District's school board policy.

13.4 Each Member District shall be responsible for legal fees resulting from complaints, grievances, or litigation associated with an employee with whom the Member District has a contract or with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

13.5 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.

13.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise among the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split 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 to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The Member Districts who are parties to the dispute must agree before any settlement is binding.

14. The Agreement

14.1 This Agreement will be automatically renewed by each Member District annually unless notification of withdrawal is given by a Member District or the program is otherwise terminated by action of TEA. The terms and conditions set out in this Agreement may be modified in writing subject to the approval of the Member District Boards of Trustees.

14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Abilene RDSPD SSA and responsibilities under any prior Abilene RDSPD SSA Agreement.

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

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

14.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

14.6 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.

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

14.8 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.

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

Executed this _____ day of _____, 2010.

Abilene Independent School District

Board President

Date

Albany Independent School District

Board President

Date

Anson Independent School District

Board President

Date

Aspermont Independent School District

Board President

Date

Baird Independent School District

Board President

Date

Benjamin Independent School District

Board President

Date

Blackwell Cons. Independent School District

Board President

Date

Breckenridge Independent School District

Board President

Date

Cisco Independent School District

Board President

Date

Clyde Cons. Independent School District

Board President

Date

Colorado Independent School District

Board President

Date

Comanche Independent School District

Board President

Date

Cross Plains Independent School District

Board President

Date

De Leon Independent School District

Board President

Date

Eastland Independent School District

Board President

Date

Eula Independent School District

Board President

Date

Gorman Independent School District

Board President

Date

Gustine Independent School District

Board President

Date

Hamlin Independent School District

Board President

Date

Haskell Cons. Independent School District

Board President

Date

Hawley Independent School District

Board President

Date

Highland Independent School District

Board President

Date

Jim Ned Cons. Independent School District

Board President

Date

Knox-City-O'Brien Cons. Independent School District

Board President

Date

Rising Star Independent School District

Board President

Date

Roby Cons. Independent School District

Board President

Date

Rochester Independent School District

Board President

Date

Roscoe Independent School District

Board President

Date

Rotan Independent School District

Board President

Date

Rule Independent School District

Board President

Date

Sidney Independent School District

Board President

Date

Snyder Independent School District

Board President

Date

Stamford Independent School District

Board President

Date

Sweetwater Independent School District

Board President

Date

Trent Independent School District

Board President

Date

Westbrook Independent School District

Board President

Date

Wylie Independent School District

Board President

Date

Hermleigh Independent School District

Board President

Date

Ira Independent School District

Board President

Date