

GALVESTON-BRAZORIA COOPERATIVE FOR THE DEAF and HARD of HEARING, GBCDHH
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF, RDSPD
SHARED SERVICES ARRANGEMENT, SSA

Clear Creek Independent School District, Dickinson Independent School District, Friendswood Independent School District, Galveston Independent School District, Hitchcock Independent School District, Santa Fe Independent School District, Texas City Independent School District, all of which are situated in the county of Galveston, State of Texas, and the Alvin Independent School District and the Pearland Independent School District, each of which is stated in the County of Brazoria, State of Texas, hereinafter called “Member Districts”, hereby agree to cooperatively operate certain aspects of their special education programs as described herein under the authority of Texas Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the GALVESTON BRAZORIA COOPERATIVE FOR THE DEAF AND HARD OF HEARING (“GBCDHH”), formerly known as the GALVESTON BRAZORIA COOPERATIVE FOR THE HEARING IMPAIRED, (“GBCHI”), REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“RDSPD”) SHARED SERVICES ARRANGEMENT (“SSA”).

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 who are deaf or hard of hearing (“DHH”) residing within the boundaries of the Member Districts who meets eligibility requirements as a student with an auditory impairment (“AI”) under the IDEA. Such students shall be eligible for consideration for the GALVESTON BRAZORIA COOPERATIVE FOR THE DEAF AND HARD OF HEARING RDSPD SSA, subject to the Admission, Review, & Dismissal (“ARD”) Committee recommendations.

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

1.3 The GBCDHH RDSPD SSA’s administrative offices will be located within the boundaries of the Clear Creek Independent School District.

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 the most current version of TEA’s Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the GALVESTON-BRAZORIA COOPERATIVE FOR THE DEAF AND HARD OF HEARING RDSPD SSA operating guidelines approved by the Shared Service Arrangement (SSA) Management Board. Operating guidelines inconsistent with the terms of this SSA will be deemed null and void.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part

300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education Evaluations, AI or Auditory Impairment, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal Committee. The fiscal year shall be July 1 through June 30.

GBCDHH RDSPD SSA Auditory Impairment Continuum of Services includes the following: (1) DHH (Deaf and Hard of Hearing Consult). The student has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student may need weekly/direct services by a DHH teacher.) (2) Itinerant (Babies 0-3). (For example, this student has an auditory impairment under IDEA-Part C and is being served through early childhood intervention.) This student may need weekly services of a DHH teacher provided to the parents. (3) Itinerant (School Aged). (For example, this student has an auditory impairment under IDEA and requires specially designed instruction. The student may need weekly direct services of a DHH teacher to address unique communication, auditory, language and emotional needs.) (4) Site Classrooms. The student who attends the site classroom has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of a DHH teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of a DHH teacher and access to deaf culture.) This can be a parent-initiated placement or a district placement.

1.5 Should a Local Education Agency (“LEA”) seek to become a Member District of the GBCDHH RDSPD SSA, a written request must be provided to the GBCDHH RDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is 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 GBCDHH RDSPD SSA shall be governed for audiological services and equipment, and the provision of audiological accommodations for Section 504 only eligible students in Member Districts.

2. Management

2.1 The GBCDHH RDSPD SSA shall be governed by the SSA Management Board (“Management Board”) comprised of the superintendent from each Member District. Such Management Board shall meet three (3) times a year as determined by the Chairperson. Additional meetings of the Management Board may be scheduled as determined by the Chairperson or any other member. The Fiscal Agent will be assigned to record, prepare and maintain minutes.

The Chairperson is responsible for the following:

- 1) Establish and issue a schedule of regular board meetings for the year.

- 2) Develop meeting agendas and chair all meetings of the Management Board.
- 3) Represent the RDSPD, or designate a representative, where representation is deemed advisable or necessary in the best interest of the RDSPD and its programs.
- 4) Call special meetings of the Management Board.
- 5) Perform other duties as may be assigned by the Management Board.
- 6) Authorize necessary applications for funds and amendments of such applications
- 7) Appoint individual(s) to maintain official meeting minutes

In the event the Chairperson resigns or otherwise vacates the position, then the Management Board may elect another Chairperson.

2.3 The Fiscal Agent, on behalf of the GBCDHH RDSPD SSA, may purchase goods and services necessary to administer and operate the GBCDHH RDSPD SSA. All personal property including, but not limited to, instructional materials, AT equipment, computers, and testing materials purchased for the SSA using RDSPD funds (as set forth herein), shall be deemed property of the GBCDHH RDSPD SSA. The GBCDHH RDSPD SSA Chairperson has the discretion to allot an amount of funds to be applied to materials in support of instruction. It is further agreed that GBCDHH RDSPD SSA may, in its discretion, transfer personal property to Member Districts based upon student need. The SSA will conduct an inventory of property.

2.4 Members of the Management Board will establish and maintain SSA Operating Guidelines. Any Operating Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Operating Guidelines requires a majority vote of the Members of the Management Board.

2.5 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 GBCDHH RDSPD SSA (5 Member Districts of the Management Board constitute a quorum). The superintendent of each Member District may appoint a designee to attend and vote at Management Board meetings in the superintendent's absence. The GBCDHH RDSPD SSA Chairperson has discretion to allow for votes by proxy to be submitted by written or electronic communication. *Roberts Rules of Order* shall prevail at all meetings.

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

2.7 The Management Board may by a majority vote of its membership, recommend revocation of the membership of a Member District for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the GBCDHH RDSPD SSA, or for non-compliance with the terms and conditions of any written agreement between the GBCDHH RDSPD SSA and the Member District in question. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The GBCDHH RDSPD SSA Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts' Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all Member Districts with the exception of the Member District being recommended for revocation. The withdrawing Member District retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the GBCDHH RDSPD SSA, not to exceed \$10,000.00.

2.8 Any Member District which does not agree to the terms of this SSA Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining Member Districts, person, entity or agency. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

2.9 In accordance with TEA requirements, the GBCDHH RDSPD shall participate in the RDSPD peer review process at least every four years.

3. Personnel

3.1 The Superintendent of the Fiscal Agent District will be the Chairperson of the GBCDHH RDSPD SSA. The Chairperson 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 GBCDHH RDSPD SSA Chairperson and do not require Management Board action.

3.2 The Superintendent of each Member District shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the Member District's Board policy.

3.3 All individuals providing services on behalf of the SSA must be appropriately certified or licensed to perform the applicable services.

3.4 The Fiscal Agent shall be responsible for adopting a salary schedule for personnel who are providing direct and related services for the GBCDHH RDSPD SSA.

3.5 All GBCDHH RDSPD SSA personnel including the Chairperson, Director, Coordinator, classroom teachers, itinerant teachers, parent-infant teachers, auditory enrichment teacher, diagnostician, audiologist, speech language pathologist, deaf education counselor, team leader, interpreters, paraprofessionals, clerical staff and any GBCDHH 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. Requirements for professional growth shall be determined by the Fiscal Agent. Hiring and termination authority is solely within the discretion of the Fiscal Agent.

3.6 Except as otherwise provided herein, any hearing on an employee grievance or termination involving a GBCDHH RDSPD SSA employee, is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.

3.7 GBCDHH RDSPD SSA personnel, as set forth in 3.5, are assigned by the GBCDHH RDSPD Director to provide services to eligible students either at the Member District site or at the GBCDHH RDSPD SSA centralized program depending upon Admission, Review & Dismissal ("ARD") Committee recommendations. GBCDHH evaluations will be consistent with Fiscal Agent personnel evaluation policies. All Texas Teacher Evaluation and Support System ("T-TESS") or other state adopted appraisal instrument procedures or LEADS or other locally adopted appraisal instruments of the Fiscal Agent shall be followed. The Director of the Fiscal Agent may designate individuals to conduct such appraisals. GBCDHH RDSPD SSA personnel are employed by and serve under contract to the Clear Creek

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

3.8 GBCDHH RDSPD SSA personnel who are assigned to a Centralized Program are evaluated by the Director of the RDSPD SSA or designee.

3.9 GBCDHH RDSPD SSA personnel who have a complaint related to working conditions at a particular campus must first file a complaint with the Director of the GBCDHH RDSPD SSA. The Director of the GBCDHH RDSPD SSA will review the complaint and the relief requested to determine whether the complaint should proceed through the policy and complaint channels of the Fiscal Agent. All complaints that pertain to GBCDHH RDSPD SSA personnel employment status or evaluation must be brought through the policy and complaint channels of the Fiscal Agent. Grievances filed by GBCDHH RDSPD SSA personnel and office personnel shall be conducted pursuant to the Fiscal Agent's policy.

This section does not apply to termination or proposed non-renewals of GBCDHH RDSPD SSA personnel, the Fiscal Agent Board policy shall apply.

4. Fiscal Agent

4.1 The Clear Creek Independent School District shall serve as the Fiscal Agent. The Clear Creek Independent School District acknowledges that it is an accredited Texas school district and that it offers grades Pre-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 GBCDHH RDSPD SSA Operating Guidelines. Such Guidelines must be specifically approved by the Fiscal Agent. The Fiscal Agent will maintain personnel records and payroll systems for GBCDHH RDSPD SSA employees.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the GBCDHH RDSPD SSA. The Fiscal Agent will account for salaries and expenses of GBCDHH RDSPD SSA personnel and GBCDHH 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.

4.4 Fiscal Agent shall provide adopted general education and special education curriculum, supplementary materials, associated technology subscriptions, assessment kits, and standard classroom furniture to GBCDHH RDSPD students in accordance with law, policy and Operating Guidelines.

4.5 Annual administrative costs incurred by the fiscal agent in connection with its duties under this Agreement shall be borne by the Cooperative, not to exceed one and one-fourth percent (1.25%) of the annual adopted cooperative budget.

4.6 The Fiscal Agent is solely responsible for reporting PEIMS data for all students that attend the centralized GBCDHH RDSPD on a full-time basis, even if the students are transfer students from another Member District. The Fiscal Agent will receive applicable average-daily-attendance associated with PEIMS reporting ("Site Students"). Member Districts will be responsible for reporting PEIMS data for all students who participate in the GBCDHH RDSPD but do not attend the centralized GBCDHH

RDSPD on a full-time basis, and still attend school in the Member District in which they reside (“Itinerant Students”).

4.7 The GBCDHH RDSPD SSA is funded as follows:

Member Districts shall be charged a non-prorated annual tuition rate for each Itinerant Student and each Site Student receiving services from the RDSPD on the PEIMS snapshot date of the current school year. If an ARD committee meeting is held on the PEIMS snapshot date, the decision of the ARD committee on that date will determine whether a student will be considered a Site Student or an Itinerant Student for purposes of funding.

The Management Board has determined that the Itinerant Student Tuition for the 2023-2024 school year shall be \$6,000.00 per student. Itinerant Student Tuition for subsequent years shall be determined annually by the Management Board.

Site Student Tuition shall be determined using the following formula:

Total budgeted expenditures minus total amount of local, state and federal funding received or due (including State Deaf, IDEA-B Formula Deaf, IDEA-B Formula Pre-School Deaf, IDEA-C ECI, IDEA-B Discretionary Deaf funds, and Itinerant Student Tuition) , divided by the total number of Site Students enrolled in GBCDHH at current year snapshot date equals the Site Student Tuition per student.

(Budgeted Expenditures – Total Funding /Total # of Site students = Site Tuition per student)

Budgeted Expenditures will be determined in accordance with the timeline detailed in Section 7.1 herein.

Itinerant Student Tuition and Site Student Tuition will be invoiced twice yearly (November and February) to Member Districts.

In the event RDSPD tuition becomes an excluded cost for High Cost Funds (HCF) grant funding from TEA, the Management Board shall vote to determine whether the funding formula shall revert to a per-pupil tuition calculation based on the total budgeted expenditures that exceed all state and federal funding sources, divided by the total number of students per Member District on the current year’s PEIMS snapshot date, with Site Students and Itinerant students counting equally.

Each Member District shall be solely responsible for its own submissions for additional funding, such as applications for HCF grants. Failure of any Member District to receive such funds shall not impact the funding formula described herein.

4.8 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or RDSPD Operating Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District’s failure to maintain its effort.

4.9 The Fiscal Agent, on behalf of the SSA, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request Americans with Disabilities Act and FERPA compliance by each service provider.

4.10 The Fiscal Agent must notify the Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before September 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the fiscal year that it intends to be its last fiscal year 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. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency.

4.11 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum 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.

4.12 Each Member District, where the student resides, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Except as otherwise provided herein, each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving GBCDHH RDSPD SSA services. The Member districts will be responsible for accountability and FAPE for students enrolled in the RDSPD.

In the event a Member District, who is responsible under this provision, fails to submit PEIMS student data on the 163 Record for a student who has been served by the GBCDHH RDSPD SSA, it is agreed and understood that the Member District that failed to report a GBCDHH RDSPD SSA student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the students who were not reported would have generated. The additional costs will be calculated by Fiscal Agent and invoiced to the Member District in the spring in addition to the annual tuition charges for the Member District's student(s).

4.13 Any Member District that reports zero (0) RDSPD students in the official annual Fall PEIMS snapshot shall pay a placeholder fee of \$1,000.00 for the respective fiscal year. The placeholder fee will be reviewed annually and determined by the Management Board by January 31st of each year.

5. Member District's General Obligations

5.1 Member districts agree that any funds assessed under GBCDHH RDSPD SSA Administrative Guidelines or this Agreement will be remitted within 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.

5.2 Each Member District will be liable for any cost associated with its out of district, non-public or private school placed students. This includes any transportation cost incurred as a result of a 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 GBCDHH RDSPD SSA operations. Member districts retain responsibility for maintaining student eligibility folders.

5.4 The Fiscal Agent shall provide suitable and sufficient classroom space to accommodate students of the program who are auditorially impaired as well as office space for supportive personnel as requested by the GBCDHH RDSPD SSA and retain responsibility for costs related to such classroom facilities.

5.5 A Member District may withdraw by notifying the Chairperson of the Fiscal Agent and the other Member Districts by September 1 prior to the end of the fiscal year that Member District intends to be its final year in the SSA and the Texas Education Agency of its intention to withdraw by February 1 or any other TEA timelines governing reconfigurations. Additionally, the Fiscal Agent will notify the Texas Education Agency of the Member District's request to withdraw by February 1. The withdrawing Member District shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, AT in its possession to the GBCDHH RDSPD SSA based upon the annual inventory in effect at the time of the reconfiguration. It is further agreed that the withdrawing Member District will not be entitled to any carry over funds. The withdrawing Member District retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the GBCDHH RDSPD SSA, not to exceed \$10,000.00.

5.6 Except as otherwise provided herein, Member Districts are ultimately responsible for the education of all Deaf and Hard of Hearing ("DHH") students with Auditory Impairments ("AI") within its district boundaries, 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 serviced in the site or through the itinerant programs, the GBCDHH RDSPD SSA will make available the following services for eligible students:

- Audiological Services
- AI Instructional Services to Students
- Student Appraisal support
- Auditory Training
- Speech and Language Therapy
- Itinerant DHH Teachers
- Specialized Assistive Listening Devices
- Interpreter Services (Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee meetings as needed

The Provision of any services referenced in provision 5.6 is contingent upon the ARD Committee determination that such services are necessary for the provision of a Free and Appropriate Public Education (FAPE).

5.7 For site and direct students, there is no charge for initial or reevaluation from the cooperative. Initial AI evaluation for eligibility is the responsibility of the Member District wherein the student resides if the outcome of the evaluation is not direct or site service. The reevaluation of RDSPD students is the responsibility of the GBCDHH RDSPD SSA. GBCDHH will fund the audiological portion and AI portion of re-evaluations. The district where the student resides may seek support for evaluation

from the home district and /or GBCDHH RDSPD SSA, but the serving district retains responsibility for the completion of the reevaluation.

5.8 Each Member District agrees that prior to joining another RDSPD SSA that the Member District agrees to consult with the GBCDHH RDSPD SSA Management Board and the GBCDHH RDSPD SSA designee regarding the dual membership.

5.9 Each Member District agrees to adhere to the procedures described in the GBCDHH RDSPD SSA Operating Guidelines.

5.10 Member Districts who are members of special education shared services arrangements shall notify the GBCDHH RDSPD SSA designee of the GBCDHH RDSPD SSA of reconfigurations impacting the special education shared services arrangement prior to the effective date of the withdrawal of the Member Districts or dissolution of the special education SSA.

5.11 Upon approval of Fiscal Agent via a written agreement, personnel from a Member District shall be authorized to provide instructional services on behalf of the RDSPD. In this circumstance, personnel will be employed by the Member District, not by the Fiscal Agent. All appraisal systems and procedures of that Member District will be followed, and personnel performance monitored by the Member District.

5.12 Prior to Management Board meetings, the Director of GBCDHH will schedule a meeting with the member district special education directors to review agenda items and any other discussion topics.

6. Non-Member Services

6.1 Students from school districts other than those Member Districts who are parties to this Agreement (“non-member LEAs”) will be considered for services/placement upon written request to the GBCDHH RDSPD SSA designee or other Administrator as determined by the Fiscal Agent of the GBCDHH RDSPD SSA. An authorized representative of the non-member LEA shall be present at the 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 SSA RDSPD, 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, include, but are not limited to: (1) the type of services needed; (2) whether additional GBCDHH 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 the student as AI to the GBCDHH RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by GBCDHH RDSPD SSA in providing educational services to the student(s); and (7) whether the non-member LEA will agree to assume responsibility for attorney’s fees and costs associated with any legal action brought by the student or his or her parents.

6.3 The costs for providing Non-Member LEA educational services shall be in accordance with the fee schedule in Exhibit “A”, as applicable and as many be amended from time to time by the GBCDHH RDSPD SSA 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 “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 request to the GBCDHH RDSPD SSA designee of the Fiscal Agent of the RDSPD through 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, then the GBCDHH RDSPD SSA will provide contact information of providers with whom those schools may directly contract for services, if available.

6.7 Each Member District, by approval of this GBCDHH RDSPD SSA Agreement, authorizes and delegates to the Member District’s Superintendent the authority to execute the forms of agreements set forth at Exhibits “B” and “C”.

7. Fiscal Practices

7.1 The GBCDHH RDSPD SSA will operate on a budget prepared by the GBCDHH RDSPD SSA designee, reviewed and approved by the Management Board. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency. The proposed estimated budget for the following school year shall be accepted by the Management Board by April of the preceding year. The Management Board shall approve the final budget no later than October of the current school year.

7.2 Administrative costs, including, but not limited to, all costs and salaries related to the GBCDHH RDSPD SSA designee, classroom teachers, itinerant teachers, interpreters, classroom aides, and RDSPD 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 GBCDHH RDSPD SSA, over and above the amount of state deaf and/or federal funds (local fee), shall be divided among Member Districts as set forth in Section 4.4 herein.

7.3 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the GBCDHH RDSPD SSA until such time that a Member District has a student receiving services from the GBCDHH RDSPD SSA.

8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote of a majority of the Management Board and a majority of the Boards of Trustees of each Member District. Upon dissolution, an appraisal of all personal property shall be conducted by the GBCDHH RDSPD SSA. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated and shall be divided equally among the Member Districts. All TEA timelines and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July 1.

9. Risk of Loss

9.1 Except as otherwise provided herein, each Member District and GBCDHH RDSPD 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, attorney fees, and settlement costs.

9.2 Each Member District will insure its owned or leased vehicles use in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. GBCDHH RDSPD SSA or the Fiscal Agent does not provide transportation and does not utilize vehicles for the furtherance of this program.

10. Transportation

10.1 Except as otherwise provided herein, each Member District bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. GBCDHH RDSPD SSA has no responsibility in regard to transportation, including extra-curricular activities.

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

11.1 It is the responsibility of the GBCDHH RDSPD SSA to provide and fund interpreter services for site students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, tutoring and any extra-curricular activity sponsored by the school district.

11.2 It is the responsibility of the GBCDHH RDSPD SSA to provide and fund interpreter services in the DAEP, JJAEP, or other disciplinary setting.

11.3 It is the responsibility of the Member districts to provide and fund interpreter services for non-site students or parents for all activities. If a direct service itinerant student's parent requires an interpreter, this will be provided by GBCDHH.

12. The Site Program Determination

12.1 It is agreed and understood that the Management Board may determine site locations with input from the Member Districts. Final site determination is contingent upon Management Board approval and approval by the Board of Trustees for the Member District where the site is to be located per that LEA's policy. It is agreed and understood that Campbell Elementary School shall serve as the location for both the elementary campus for GBCDHH site students and the GBCDHH office. Creekside Intermediate School and Clear Springs High School will continue to be the site locations for the intermediate and high school GBCDHH programs.

12.2 Should the site fail to satisfy the criteria set forth in the Operating Guidelines, the GBCDHH RDSPD SSA designee's authority as set forth in Section 3.1, shall apply.

13. Legal Responsibilities

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

13.2 Except as otherwise provided herein, the Member District where in 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 Fiscal Agent or GBCDHH RDSPD SSA is a named 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 as contemplated by this Agreement, the Member District wherein the student resides (or is otherwise enrolled in school) remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the GBCDHH RDSPD SSA or Fiscal Agent for any legal costs incurred by the GBCDHH RDSPD SSA or the Fiscal Agent.

13.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. 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 of this Shared Services Arrangement contract and the GBCDHH RDSPD SSA agree to negotiate in good faith in an effort to resolve any dispute related to this contract. 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 for disputes involving Fiscal Agent. 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 parties to the dispute must agree before any settlement is binding. Notwithstanding, programmatic disputes among the Member Districts or Member Districts which have expressed concerns to the Fiscal Agent in writing.

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, the Cooperative is dissolved sooner in accordance with its terms, or the program is otherwise terminated by action of TEA. In the event this contract is revised or modified and a Member District refuses to execute the revised Agreement, then that Member District will not be deemed a party to this contract. In the event there is a dispute among the Member Districts regarding revisions or modifications to this Agreement, the Member District(s) electing not to agree to execute the modifications of the contract will not be parties to the Agreement and Section 14.2 shall control.

14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the GBCDHH RDSPD SSA.

14.3 This Agreement will apply to and bind the representatives and successors in the 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 violates any law or is determined to be 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 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.

14.11 Member Districts have not created any legal entity separate and apart from Member Districts.

14.12 Member Districts agree to the attached Operating Guidelines, which are attached hereto as "Exhibit D" and incorporated herein for all purposes.

Executed this ____ day of _____, 20__.

ALVIN ISD:

By: _____
Superintendent

By: _____
School Board President

Executed this ____ day of _____, 20__.

CLEAR CREEK ISD ISD:

By: _____
Superintendent

By: _____
School Board President

Executed this ____ day of _____, 20 ____.

DICKINSON ISD:

By: _____

Superintendent

By: _____

School Board President

Executed this ____ day of _____, 20 ____.

FRIENDSWOOD ISD:

By: _____

Superintendent

By: _____

School Board President

Executed this ____ day of _____, 20__.

GALVESTON ISD:

By: _____
Superintendent

By: _____
School Board President

Executed this ____ day of _____, 20__.

HITCHCOCK ISD:

By: _____
Superintendent

By: _____
School Board President

Executed this ____ day of _____, 20 ____.

PEARLAND ISD:

By: _____

Superintendent

By: _____

School Board President

Executed this ____ day of _____, 20 ____.

SANTA FE ISD:

By: _____

Superintendent

By: _____

School Board President

Executed this ____ day of _____, 20 ____.

TEXAS CITY ISD:

By: _____

Superintendent

By: _____

School Board President

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

EXHIBIT A

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

Non-member districts will be charged the same annual fee per student as is required of the member districts. The non-member LEA will pay an additional 10% of the member district annual fee per student as an administrative fee plus an amount equal to the ADA generated by the student in the non-member home district.

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 transfer students.

EXHIBIT B

STATE OF TEXAS

§

INTERLOCAL AGREEMENT FOR:

§

§

COUNTY OF _____

§

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

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

WHEREAS, pursuant to the Galveston Brazoria Cooperative for the Deaf and Hard of Hearing Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated _____, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

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

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

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

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

1. Purpose

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

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

- The Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member LEA retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- The Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the RDSPD SSA or do not reflect IDEA compliance, Non-Member LEA services may be rejected.
- The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- It is agreed and understood that the continued delivery of services to students of Member Districts of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may service 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.
- The Non-Member LEAs are responsible for the education of each student with auditory impairments who resides within that Non-Member LEA's boundaries regardless of whether the student is served in the Non-Member LEA's local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain Deaf Services based upon the fee schedule set forth in Exhibit "A".
- Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.

- The Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Noncompliance, 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 or any employee or representatives or 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, addressed to the proper Party, at the following address.

To the SSA: GBCDHH

PO Box 799

League City, TX. 77574

With a copy to:

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

- C. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. Prior Agreement Superseded. This Agreement together with the terms of the GBCDHH 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 the 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 *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 or 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 _____ 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 _____, 20_____.

[INSERT]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:

Exhibit "A"-Rate Sheet

EXHIBIT C

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

The Galveston Brazoria Cooperative for the Deaf and Hard of Hearing Regional Day School Program for the Deaf, an SSA, in Galveston 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’s students to the SSA’s deaf education program as required by the Texas Education Agency (“TEA”) RDSPD Guidelines. SSA and Non-Member Charter Schools 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 Galveston Brazoria Cooperative for the Deaf and Hard of Hearing 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 from the SSA 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 Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interests of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

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

1. Purpose

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

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member Charter School Responsibilities

- The Non-Member Charter School agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member Charter School retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member Charter School will be liable for any and all costs associated with its residentially placed students.
- The Non-Member Charter School agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the RDSPD 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 service 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, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member Charter School students while maintaining its obligation to serve Member District students.
- The 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 regardless of whether the 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. Noncompliance, 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, including providing all required insurance for vehicles used in 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 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, attorney’s 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 GBCDHH 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 it’s owned or leased vehicles used in the transportation of students receiving Deaf Services for 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 cancelled or materially changed while the Agreement is in effect without thirty (30) calendar days prior written notice to SSA, and a statement that the SSA is named as additional insured as provided above.

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

To the SSA:

With a copy to:

To SSA:

With a copy to:

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

- F. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

- G. Prior Agreement Superseded. This Agreement together with the terms of the GBCDHH 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 the 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. 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 *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 or 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 _____ 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, 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.
- P. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.

- 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 _____, 20_____.

[INSERT]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:

Exhibit "A"-Rate Sheet