

PLANO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

ALLEN INDEPENDENT SCHOOL DISTRICT, MCKINNEY INDEPENDENT SCHOOL DISTRICT, PLANO INDEPENDENT SCHOOL DISTRICT, ANNA INDEPENDENT SCHOOL DISTRICT, BLUE RIDGE INDEPENDENT SCHOOL DISTRICT, CELINA INDEPENDENT SCHOOL DISTRICT, COMMUNITY INDEPENDENT SCHOOL DISTRICT, FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, FRISCO INDEPENDENT SCHOOL DISTRICT, LOVEJOY INDEPENDENT SCHOOL DISTRICT, MELISSA INDEPENDENT SCHOOL DISTRICT, PRINCETON INDEPENDENT SCHOOL DISTRICT, PROSPER INDEPENDENT SCHOOL DISTRICT, WYLIE INDEPENDENT SCHOOL DISTRICT, COPPELL INDEPENDENT SCHOOL DISTRICT, RICHARDSON INDEPENDENT SCHOOL DISTRICT and IMAGINE INTERNATIONAL ACADEMY OF NORTH TEXAS (collectively the "member districts") hereby agree to cooperatively operate their special education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et. Seq., as the PLANO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("RDSPD") pursuant to the provisions of this Shared Services Arrangement Agreement ("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 Collin, Dallas and Denton Counties. 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, which adversely affects educational performance shall be eligible for consideration for the PRDSPD, subject to the Admissions, Review, and 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 PRDSPD's administration offices will be located in Plano, 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. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. § 794; the Americans with Disabilities Act, 42 U. S. C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas education Code; implementing regulations for all applicable statutes; and the PRDSPD procedures, outlined in this Agreement, approved by all member districts.

2. Management

2.1 The PRDSPD shall be governed by the Advisory Board comprised of the Special Education Directors/Coordinators for the participating member districts or their designees. Such advisory board will meet as needed, at least annually, to review the shared service arrangement.

2.2 The Special Education Director/Coordinator (or designee) of Plano ISD shall serve as the chair of the Advisory Board or may appoint another member to serve as the chair. The chair shall appoint someone to record and distribute the minutes of any Advisory Board meetings.

- 2.3 The general responsibilities of the Advisory Board members shall include:
- a. Providing input on decision-making about the program;
 - b. Regularly attend board meetings;
 - c. Paying fees in a timely manner;
 - d. Ensuring that PRDSPD students have access to reliable and timely transportation.

2.4 The PRDSPD, though the Plano ISD Board, may purchase goods and services necessary to administer and operate the PRDSPD.

3. Personnel

3.1 The chief administrator of the PRDSPD will be the Deaf Education Coordinator. The Coordinator shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with Plano ISD policy are within the authority of the Coordinator. Plano ISD policy will determine the extent of the administrative authority and contractual power of the Coordinator.

3.2 Plano ISD is responsible for employing and dismissing, both centralized and itinerant staff as determined by the general policies of Plano ISD and in accordance with Plano ISD salary schedule(s). Member districts input regarding employee performance will be considered.

3.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with, the policies of Plano ISD.

4. Fiscal Agent

4.1 PLANO INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for PRDSPD. PLANO INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Plano ISD Board. The Fiscal Agent shall provide accounting services, reports, PRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Plano ISD policies.

4.3 The Fiscal Agent will account for the salaries and expenses of personnel; PRDSPD operating expenses; IDEA, Part B funds; Elementary and Secondary Education Act and other

funding received for the purpose of furthering the program. The Fiscal Agent will maintain personnel records and payroll systems for all PRDSPD staff.

4.4 The Fiscal Agent will prepare and submit, on behalf of the PRDSPD, any reports or applications required by federal or state law or Plano ISD policy, including but not limited to PEIMS student data reports and other reports required by the Texas Education Agency ("TEA").

4.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Plano ISD policies. The Fiscal Agent shall require ADA compliance by each service provider.

5. Member District's General Obligations

5.1 Member districts agree that any funds assessed under PRDSPD policies or other legal requirements will be remitted within (30) calendar days of receiving a statement from the Fiscal Agent.

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

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the PRDSPD operations.

5.4 Member districts may enter into, or withdraw from, this Agreement without the need for executing a new Agreement by the other member districts. A new district may execute a copy of the Agreement with the PRDSPS without the signature of the other member districts. Member districts terminating this Agreement must do so according to paragraph 6.5 below.

5.5 Any district that currently has a student needing deaf education services and is not currently a member of a Regional Day School for the Deaf SSA may join the Plano Regional Day School for the Deaf SSA at any time.

5.6 If Plano ISD elects to terminate this agreement, written notice shall be provided to the member districts by December 1 of the current year. A meeting of the Advisory board will be held to determine the reconfiguration of the SSA.

6. Fiscal Practices

6.1 The Plano RDSPD will operate on a budget reviewed by the Advisory Board and approved by the Plano ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor, classroom teachers, itinerant teachers, interpreters, classroom aids, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the PRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among other districts by using a weighted formula. The weighted formula will be based on student services as prescribed by the ARD committee. Uncontrollable costs, which exceed budget allotments, will be charged to member districts using the weighted formula to determine each member district's actual share. The weighted formula contains considerations for instructional minutes per week, travel time to the student, staff-

student factor, occupational therapy, physical therapy, vision, adaptive PE, orientation and mobility, three year re-evaluations, partial re-evaluations, assistive technology other than FM systems, instructional aid time, and interpreter time.

6.3 Member districts will be notified in writing when the estimated entitlement figures are known by the Texas Education Agency, if excess costs are to be charged back to member districts and what the maximum total of their shared excess costs are estimated to be.

6.4 A member district shall not be responsible for any costs associated with the PRDSPD, unless such member district has a student receiving services from the PRDSPD.

6.5 Should a member district elect to terminate any or all services provided by the PRDSPD, written notice shall be provided to Plano ISD by December 1 of the current contract year. Request for Reinstatement of services shall be submitted by December 1 of the year prior to reinstatement.

7. Risk of Loss

7.1 Each member district bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

7.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

7.3 All assets purchased with RDSPD funds shall remain the property of the Fiscal Agent in the event of dissolution or termination of this Shared Services Agreement.

8. Transportation

8.1 Each member district bears responsibility for providing or contracting for the transportation of students with disabilities to and from the PRDSPD and provide insurance for the statutory maximum limits of school district liability for motor vehicle accidents.

9. The Agreement

9.1 This Agreement will be automatically renewed by each member district annually unless otherwise terminated by action of TEA or a member district opts out of this Agreement as provided in Section 6.5, herein. The fiscal agent has the authority to call a meeting to amend the agreement at any time after giving the member districts 60 days notice.

9.2 This Agreement will supercede all previous agreements among the parties in relation to the operation of the PRDSPD and responsibilities under any prior PRDSPD Agreement.

9.3 The Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

9.4 This Agreement is governed by the law of the State of Texas.

9.5 If any provision of this Agreement becomes or is held to violate 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.

9.6 Citations of and referenced to any specific federal or state statute or administrative regulation in this Agreement includes any amendment to or successor of that statute or regulation.

9.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education.

9.8 It is understood and agreed that this Agreement may be executed by future member districts without the need for approval by the other participating member districts. Member districts may enter or terminate their participation in this Agreement without the signatures of the other member districts.

Executed this _____ day of _____, 2012

ALLEN INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

FRISCO INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

McKINNEY INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

PLANO INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

ANNA INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

BLUE RIDGE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

CELINA INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

COMMUNITY INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

FARMERSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

LOVEJOY INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

MELISSA INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

PRINCETON INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

PROSPER INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

WYLIE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

COPPELL INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

RICHARDSON INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Board President

IMAGINE INTERNATIONAL ACADEMY OF NORTH TEXAS

By: _____ Date: _____
Board President

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4.4 The Fiscal Agent will prepare and submit, on behalf of the PRDSPD, any reports or applications required by federal law or Plano ISD policy.