

SAN ANTONIO ISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICE ARRANGEMENT

Whereas the Texas Legislature and Texas Education Agency have determined that school districts may enter into a Shared Service Arrangement (SSA) to jointly operate a specific education program; and whereas San Antonio Independent School District, Harlandale Independent School District, Devine Independent School District, Judson Independent School District, La Vernia Independent School District, Lytle Independent School District, Southwest Independent School District, McMullen County Independent School District, Charlotte Independent School District, Poteet Independent School District, Pleasanton Independent School District, Jourdanton Independent School District, Fort Sam Houston Independent School District, Randolph Field Independent School District, Natalia Independent School District, Somerset Independent School District, Alamo Heights Independent School District, South San Antonio Independent School District, Southside Independent School District, Poth Independent School District, Schertz Cibola Universal City Independent School District, Stockdale Independent School District, Falls City Independent School District, Floresville Independent School District, and East Central Independent School District, shall agree to enter into a Shared Service Arrangement to be known as the San Antonio ISD Regional Day School Program for the Deaf (SAISD RDSPD) and shall agree to cooperatively provide educational services to students from 0 - 21 years of age, who meet the conditions for eligibility as Deaf or Hard of Hearing and who are placed in the RDSPD by an ARD/IEP committee. The following shall be agreed upon:

1.0 PURPOSE OF THE SHARED SERVICE ARRANGEMENT

The purpose of this agreement is to create a cooperative arrangement whereby the Member Local Education Agencies (LEAs) may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard-of-hearing who reside within the boundaries of the Member LEAs of the SAISD RDSPD SSA. It is agreed and understood that any student who has a hearing ability 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 SAISD RDSPD SSA cluster services, subject to the ARD/IEP committee recommendations.

1.1 Clarification of Services

It is further agreed that the SAISD RDSPD is not intended to serve a student whose primary, ongoing needs, are related to a severe or profound emotional, behavioral, or cognitive deficit, and whose primary disability is not Deaf and Hard of Hearing (DHH). This provision shall not be construed as a requirement for the SAISD RDSPD SSA to serve a student who presents with a disability which in addition to DHH, requires services or programming that exceeds DHH programming. To the extent practicable, based on the availability of personnel, space, and other resources, the SAISD RDSPD SSA will collaborate with other SSA Members concerning the needs of students who are Deaf or Hard of Hearing who also have ongoing needs not related to DHH to the extent practicable to meet the student's needs. Such efforts to facilitate the purpose of this Agreement may include the cluster site and SSA Member(s) entering into interlocal agreements to serve students who may not meet the

qualifications under **1.0**. Such agreements would be separate from the SSA and would require the mutual agreement of the cluster site and the SSA Member(s) in accordance with each LEA's local policies. The SAISD RDSPD SSA applies least restrictive environment (LRE) standards when considering services for students who are Deaf or Hard of Hearing.

1.2 Circumstances for Return to Home District

In the event a student from one of the Member LEAs no longer requires RDSPD cluster site services (daily instruction from a certified teacher of students who are Deaf or Hard of Hearing) the ARDC will consider returning the student to his/her home district and or campus with appropriate services and supports.

1.3 No Intent to Create Legal Entity

The SSA Members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.4 Location of Administrative Offices

The SAISD RDSPD SSA administrative offices will be located in San Antonio, Texas.

1.5 Compliance

The SAISD RDSPD will be operated in compliance with Federal and State law, including the Individuals with Disabilities Education Act, 20 U.S.C. Section 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794; the Amendments to the Americans with Disabilities Act, 2008, 42 U.S.C., Section 12101 et seq.; Family Education Rights and Privacy Act; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes in accordance with procedures developed by TEA to comply with the requirements of 19 TAC 89.1075(e); and the SAISD RDSPD SSA administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. The SAISD RDSPD will also be operated in compliance with Volume 13, Section 1.3 of the Texas Education Agency's Financial Accountability System Resource Guide ("FASRG"). Administrative Guidelines inconsistent with the terms of this Agreement will be deemed null and void.

1.6 Terms and Acronyms

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, 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, "IEP" or Individualized Education Program, "LEA" or Local Education Agency, "LRE" or Least Restrictive Environment, Special Education, Evaluations, DHH or Deaf or Hard of Hearing, Eligibility Determinations, Educational Placements, Procedural Safeguards, "SEA" or State Education Agency, "MOE" or Maintenance of Effort, "ESEA" or Elementary and Secondary Education Act, and "ARDC" or Admission,

Review and Dismissal Committee. Cluster Site is defined as the centralized program where students receive direct deaf education services, and which is determined to be the LRE for certain students who are Deaf or Hard of Hearing.

2.0 MEMBERSHIP IN THE SHARED SERVICE AGREEMENT

The SAISD RDSPD shall be composed of San Antonio Independent School District, Harlandale Independent School District, Devine Independent School District, Judson Independent School District, La Vernia Independent School District, Lytle Independent School District, Southwest Independent School District, McMullen County Independent School District, Charlotte Independent School District, Poteet Independent School District, Pleasanton Independent School District, Jourdanton Independent School District, Fort Sam Houston Independent School District, Randolph Field Independent School District, Natalia Independent School District, Somerset Independent School District, Alamo Heights Independent School District, South San Antonio Independent School District, Southside Independent School District, Poth Independent School District, Schertz Cibola Universal City Independent School District, Stockdale Independent School District, Falls City Independent School District, Floresville Independent School District, and East Central Independent School District.

2.1 Non-Member Participation in the Shared Service Agreement

Non-member LEAs having a student who meets the conditions for eligibility as Deaf or Hard of Hearing may request services from the SAISD RDSPD SSA, if desired. The request for placement consideration shall be made in writing to the SAISD RDSPD SSA Management Board. A representative from the requesting LEA shall be present at a Management Board meeting to present information and clarification of information regarding the specific needs of the student(s) being considered for SAISD RDSPD SSA services. Acceptance shall be contingent upon the availability of the SAISD RDSPD SSA to provide a free, appropriate education with the necessary support service(s) to the student. The placement of non-member students shall be reviewed by the ARD committee at any time deemed appropriate and/or necessary. The Management Board shall charge a fee with consideration of PEIMS and the per pupil tuition fee. Rates will be approved by the Management Board and non-member districts will be informed of such rates prior to the beginning of any service. The fiscal agent will invoice the nonmember for services. Payment shall be made to the fiscal agent. Legal fees for entry will go to the Member LEA seeking entry.

2.2 New Members Participation in the Shared Service Agreement

Any LEA seeking membership in the SAISD RDSPD SSA shall make a written request for membership to the Management Board. Acceptance of membership will be contingent upon the Management Board approval by a majority vote and an agreement by the new member to the terms of this agreement. Written requests must be made no later than December 1 of the current school year.

2.3 Withdrawal from the Shared Service Agreement

Member LEAs that want to withdraw from the SAISD RDSPD SSA shall inform the Management Board in writing of their intention by December 1st of the last fiscal year it intends to remain a member. A withdrawing district will not be entitled to any carryover funds. Legal fees involved in withdrawal will go to Member LEA seeking withdrawal.

Any SSA Member LEA 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 Agreement and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining SSA Members, 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.

2.4 Revocation of Membership

The Management Board may, by a majority vote of its membership, recommend revocation of the membership of a SSA Member for non-compliance with the terms of the Agreement or for non-compliance with the policies and procedures of the SAISD RDSPD SSA. Disposition of property shall be governed by Section 12. 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 Management Board shall submit its recommendation to revoke the membership of the SSA Member to the SSA Members' Board of Trustees, for final approval by each Board of Trustees. The Board of Trustees of the SSA Member being recommended for revocation shall have no vote in such proceedings. Revocation will be subject to the approval of all SSA Members with the exception of the SSA Member being recommended for revocation.

3.0 GOVERNANCE OF THE SAISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF AND APPOINTMENT OF FISCAL AGENT

The SAISD RDSPD SSA shall be governed by the Management Board and directly administered by the fiscal agent district. The Management Board shall be comprised of Special Education Directors or Director Designees of the Member LEAs. The policies and procedures shall be established, implemented, and approved by the Management Board. The Board of Trustees of each Member LEA must approve the SAISD RDSPD SSA. San Antonio Independent School District (SAISD) shall serve as fiscal agent and program administrator of the SAISD RDSPD SSA. The fiscal agent district shall be accredited and provide services for students who meet the conditions for eligibility in the area of Deaf and Hard Hearing from infants through high school (0-21 years of age).

3.1 Management

The chairperson of the Management Board shall be the Director for Special Education of the fiscal agent district. The chairperson or designee shall preside over and call meetings upon the request of any board member. A Coordinator of the fiscal agent district shall be responsible for establishing a convenient meeting date, place, and time and shall notify all board members at least five (5) working days in advance. The Coordinator of the fiscal agent shall also serve as secretary of the SAISD RDSPD Management Board meetings and will be responsible for the preparation of all minutes of the meeting. The Board shall establish committees, if needed.

The Management Board will meet, at least annually. Other meetings shall be scheduled as determined by the chairperson whereby the Management Board may either meet as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation, and short and long-term needs of the SAISD RDSPD SSA.

Management Board members shall keep their respective superintendents advised of RDSPD Management Board actions, as appropriate.

Emergency meetings may be held as necessary. The chairperson or designee may conduct telephone polls if an urgent matter precludes members convening.

A majority vote of the Directors of the member districts (or their designated representatives) in attendance at a meeting will constitute action by the Board.

3.2 Purchase of Goods and Services

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

3.3 SSA Administrative Guidelines

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

3.4 Quorum

Unless otherwise provided herein, the Management Board actions require the approval of a majority of a quorum of Member LEAs. Each Management Board member present shall have only one vote. A quorum is defined as a majority of all of the Member LEAs of the SAISD RDSPD SSA. The SAISD RDSPD Chairperson has discretion to allow for votes to be submitted by written or electronic communication.

3.5 Legal Representation

Legal representation is required regarding the creation and general counsel for the RDSPD SSA and the legal services of the law firm retained by San Antonio ISD will be provided in this capacity.

The law firm representing SAISD has disclosed that the potential for a conflict of interest may arise in joint representation of clients and that it,

- a. is not aware of a conflict of interest that would prevent the firm from undertaking this representation,
- b. will notify the jointly represented Member LEAs and SAISD if it becomes aware of potential or actual conflict of interest, and
- c. will withdraw from this representation upon client request or should an actual conflict of interest arise to include threatened or actual litigation among jointly represented Member LEAs and/or SAISD with regard to the creation of the RDSPD SSA and general counsel services for the RDSPD SSA.

Such representation does not affect the independent obligations and rights of each Member LEA regarding the provisions of 4.5 herein.

4.0 FISCAL MANAGEMENT

4.1 Application for Funding

The fiscal agent district shall prepare the application for funding and program approval and submit it for review and approval in accordance with guidelines established by the Texas Education Agency. State and federal grant funds earmarked for Special Education Deaf Services awarded to the SAISD RDSPD will be used solely for implementing services within the SAISD RDSPD. The program budget application shall be submitted to the Texas Education Agency for approval. The budget shall be prepared and administered in accordance with state law and TEA guidelines.

4.2 Fiscal Agent Responsibility

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 acceptable to the Fiscal Agent which are required by the SAISD RDSPD SSA policies. Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or SAISD RDSPD SSA policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member LEAs failure to maintain its effort.

4.3 Budgeting and Accounting

The Fiscal Agent is responsible for preparing the operational budget for the SAISD RDSPD SSA. The Fiscal Agent will account for salaries and expenses of SAISD RDSPD SSA personnel who provide services to the SAISD RDSPD SSA and SAISD RDSPD SSA operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations earmarked for Special Education Deaf Services, such as IDEA Part B funds; State Deaf funds; and any other funding received for the purpose of furthering this program. SSA Member per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations. It is agreed operating expenses include facilities use, utilities, and other costs necessary to administer the SSA. Indirect costs for cluster site students will be calculated by multiplying the overall operating costs by the average of the current fiscal year indirect cost rates for the cluster sites. SSA Members with students attending the cluster site will be responsible for the indirect cost per student attending a cluster site. Indirect cost rates for cluster site students will be calculated by multiplying the overall operating costs by the average of the current fiscal year indirect cost rates for the cluster sites. This will be remitted to the cluster site which the student attends within ninety (90) calendar days of receiving an invoice for this cost.

4.4 Shared Service Arrangement Budget Shortfall

Each Member LEA shall contribute a per pupil tuition fee to offset expenditures that exceed all total state and federal allocations. The per pupil tuition fee shall be calculated by dividing the total shortfall amount by the number of students enrolled in the SAISD RDSPD SSA based on current enrollment and PEIMS snapshot. In the event that uncontrollable costs are incurred by the SAISD RDSPD SSA to Member LEAs, the SAISD RDSPD SSA Management Board will convene a special meeting to discuss and act on the issue. Generally, such costs shall be divided among Member LEAs on a per pupil basis.

4.5 Legal Responsibility

In the event of any complaints, grievances, or litigation concerning programming brought by resident students or parents who reside within Members' and Non-Members' LEAs, the SAISD RDSPD SSA will work collaboratively with LEAs toward resolution of any disagreement. Each Member and Non-Member LEA shall negotiate and be solely responsible for legal fees associated with the event. Each Member and Non-Member LEA shall negotiate and be solely responsible for legal fees due to complaints, grievances, or litigation concerning programming brought by resident students or parents who reside within Members' and Non-Members' LEAs. Expenditures incurred with relation to grievances, lawsuits or any other legal action pertaining to the SSA filed by RDSPD employees shall be the responsibility of the fiscal agent.

4.6 LEA Responsibility for Outside Contracts

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 Fiscal Agent policies. The Fiscal Agent shall request ADA compliance by each service provider. The LEAs' Boards of Education shall maintain ultimate responsibility for the education of students within their LEA. Each Member LEA shall negotiate and be solely responsible for payment of individual contracts with non-public schools, governmental agencies, residential placements, or other school districts for the provision of special education and related services to individual students who meet the conditions for eligibility as Deaf or Hard of Hearing residing in the Member LEA. If such contracts become necessary in order for a Member LEA to provide its resident student with a free appropriate public education in accordance with applicable federal and state laws, costs resulting from litigation and/or residential placement shall be the responsibility of the local Member LEA.

4.7 Budget for Personnel Salaries

The Fiscal Agent shall budget SAISD RDSPD SSA personnel salaries and fringe benefits in accordance with schedules and guidelines for other fiscal agent employees.

4.8 Budget for Materials, Supplies, and Contracted Services

The Fiscal Agent shall purchase all materials, supplies and contract services through the established system in place for the district. All non-consumable supplies purchased with SAISD RDSPD SSA funds shall be identified as property of the SAISD RDSPD SSA. The non-consumable materials and supplies shall be distributed to SAISD RDSPD SSA personnel, students, and parents on a checkout basis. Furniture and equipment belonging to the SAISD RDSPD SSA will be tagged and inventoried as such in accordance with the current practices of the Fiscal Agent district. Damage to or loss of SAISD RDSPD SSA property shall be borne by all Member LEAs collectively.

4.9 Budget for Evaluation Services for Students

The Fiscal Agent shall budget funds in accordance with Texas Education Agency, Division of Services for the Deaf and SBOE rules. The budget shall provide for needed evaluation services to SAISD RDSPD students. The SAISD RDSPD SSA may provide and/or contract for such services as appropriate. The ARD/IEP Committee shall determine the need for evaluation.

4.10 Personnel Calendars

Program personnel and students adhere to the calendars of the Fiscal Agent district.

4.11 Administrative Duties

The Fiscal Agent district shall function as an agent for and on behalf of all Member LEAs and shall:

- a. administer the program on a day-to-day basis in accordance with the policies of the SAISD RDSPD SSA
- b. prepare the Standard Application/Budget system and disburse program funds
- c. be responsible for program personnel and instructional services
- d. maintain all SAISD RDSPD SSA records
- e. perform any other such responsibilities normally associated with program administration

4.12 Notification of Intent to Withdraw as Fiscal Agent

The Fiscal Agent must notify the Member LEAs of any intention to withdraw as Fiscal Agent of the SSA on or before December 31 (no less than one year) preceding 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, one year preceding the last fiscal year 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 of the last fiscal year. All TEA timelines shall apply to any reconfiguration, including change of Fiscal Agent. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency to effectuate the withdrawal.

4.13 Fiscal Agent Cease to Serve

Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a SSA Member as Fiscal Agent. Any SSA Member who may be appointed to serve as Fiscal Agent must seek and secure specific approval from its Board of Trustees prior to serving in the role as Fiscal Agent. However, an SSA Member, if so elected by the Management Board to serve as the new Fiscal Agent, 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 LEA's Board of Trustees or other governing body if not an Independent School District.

4.14 Centralized Sites

The SAISD RDSPD shall provide centralized sites located within the boundaries of the Fiscal Agent. Maintenance and operation services, suitable and sufficient classroom space to accommodate the students who are part of the Deaf and Hard of Hearing program, and office space for support personnel shall be provided by the Fiscal Agent. Member LEAs shall share any out-of-pocket costs for such items.

5.0 MEMBER DISTRICT OBLIGATIONS

Each SSA Member agrees that any funds assessed under SAISD RDSPD SSA Administrative Guidelines or this Agreement, will be remitted within ninety (90) calendar days of receiving a statement from the Fiscal Agent. ***If the SSA district opts to pay after services are delivered funds must be received by the fiscal agent no later than June 30th.*** Each SSA Member acknowledges that State and Federal allocations

earmarked for Special Education Deaf Services, such as IDEA Part B funds; if applicable; State Deaf funds; and any other funding received for the purpose of furthering this program flow from TEA directly to the Fiscal Agent upon the electronic transmission of the Fiscal Agent's request for program funds.

5.1 Residentially Placed Students

Each SSA Member will be liable for any costs associated with its residentially placed students pursuant to 19 T.A.C. §89.61. This includes, but is not limited to, any transportation costs incurred as a result of an SSA Member's initiated placement in the Texas School for the Deaf.

5.2 Records

Each Member LEA agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the SAISD RDSPD SSA operations. SSA Members where a student resides or is otherwise enrolled are responsible for maintaining student eligibility folders.

5.3 Withdrawal of Member LEA

A SSA Member may withdraw from the SAISD RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than December 1 proceeding the last fiscal year during which the SSA Member intends to remain as a SSA Member in the SAISD 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 SSA Member shall submit any other documentation required by the TEA to effectuate the withdrawal. The SSA Member retains responsibility for ensuring all withdrawal requirements are met. Upon delivery of such notice, the SSA Member's withdrawal from the SAISD RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing SSA Member is a member of the SAISD RDSPD SSA, contingent upon approval of the TEA. The withdrawing SSA Member shall return to the SAISD RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with SAISD RDSPD SSA funds, prior to or by the effective June 30. The SSA Members agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, will remain with the SAISD RDSPD SSA and the withdrawing SSA Member is entitled to no funds or assets. Additionally, a withdrawing SSA Member 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.

5.4 Services Provided to Member LEAs

Each SSA Member is ultimately responsible for the education of all students who are Deaf and Hard of Hearing. The SAISD Regional Day School Program for the Deaf (RDSPD) is responsible for delivering related services as determined necessary by the ARD committee.

For students who are being served at the SAISD RDSPD SSA Cluster Site, the SAISD RDSPD SSA will provide the following services:

- Instruction with certified Deaf Educator in resource setting, co-teach, inclusion settings or other settings deemed appropriate by the ARD committee
- Interpreter Services
- Audiological Services
- Speech-Language Therapy
- Counseling Services

The SAISD RDSPD does not fund services unless each is deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the SSA Member where the student resides or is otherwise enrolled is responsible for transportation to and from the cluster site. The SAISD RDSPD will provide interpreting services outside the instructional day when students are participating in campus sponsored extracurricular activities. Nothing herein precludes members from entering into inter-local agreements to obtain services not specifically provided herein by SAISD RDSPD SSA.

The provision of any services referenced in provisions 5.4 is contingent upon the ARD Committee determination that such services are necessary and appropriate. Any related service provided by the SAISD RDSPD SSA to any student which is not specifically set forth herein may be billed or charged back to the SSA Member in which each student resides.

Services outside the school year, including extended school year services, will be provided by the cluster sites for a fee to be remitted by the SSA Member that has a student in need of these services. Invoices will not be revised after the third week of May.

5.5 Repayments to TEA

Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district or charter school shall be the responsibility of the SSA Member that violated the MOE requirement.

5.6 Equipment and Supplies

Except as otherwise provided herein, for students enrolled in centralized programs, the SAISD RDSPD shall be responsible for FM receivers, audiological supplies, or other AT/ALD equipment determined necessary by the ARD Committee.

5.7 Child Find

Child Find is the responsibility of each SSA Member including the initial evaluation to determine eligibility. The SSA Member is responsible for the initial placement through the ARD Committee process. The SSA Member is responsible for following referral procedures as set forth in the Administrative Guidelines. SSA Members shall send an ARD representative to the ARD Committee considering the educational needs of students who are Deaf and Hard of Hearing from that SSA Member's District. The SSA Member representative shall inform the SAISD RDSPD SSA of any changes in student location or status.

5.8 Interpreter Services

The SAISD RDSPD SSA will provide and fund interpreter services for cluster 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. Interpreter services for extra curricular events will be charged back to the SSA district for participating students.

5.9 Dual Membership

Each SSA Member agrees that prior to joining another RDSPD SSA, the SSA Member will deliberate with the SAISD RDSPD SSA Management Board regarding the dual membership.

5.10 Member Reporting Requirements

Each Member District agrees to adhere to the procedures described in the SSA Administrative Guidelines regarding PEIMS reporting, reporting of student performance, and implementation of the RDSPD SSA Administrative Guidelines.

The fiscal agent will report PEIMS data to TEA on all cluster-based students. PEIMS data reporting.

In the event a member district fails to submit PEIMS student data for a student who has been served by the SAISD RDSPD SSA, it is agreed and understood that the Member LEAs that fail to report a SAISD RDSPD SSA student as outlined in the Administrative Guidelines 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 the SAISD RDSPD SSA and invoiced to the Member LEA in the spring in addition to the annual per pupil tuition fee charges for the Member LEAs student(s).

6.0 NON-MEMBER SERVICES

Eligible students with hearing difficulty from school districts or charter schools, other than those SSA Members who are parties to this Agreement ("Non-member LEAs") will be considered for SAISD RDSPD SSA services/placement upon written request to the SAISD RDSPD SSA Director or other Administrator with authority of the Fiscal Agent of the SAISD 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 such student(s) seeking to access services. The SSA Member LEA Boards of Trustees or Charter School Boards of Trustees or Charter Boards delegate authority to the Management Board to enter into contracts with Non-member LEAs as set forth herein. The SSA Members 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 Dis 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 SAISD RDSPD SSA, the Fiscal Agent shall refer the matter to TEA for review.

6.1 Factors for Consideration

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

7.0 RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY

7.1 Provision of Space

The fiscal agent shall provide suitable and sufficient classroom space to accommodate the needs of students and staff. Office space for support personnel shall also be provided.

7.2 Referral Procedures

The term Local Education Agency (LEA) refers to the Member or Non-member LEA participating in the SAISD RDSPD SSA. Each LEA shall be responsible for following referral procedures as outlined in the State Board of Education (SBOE) rules. The LEA shall conduct ARD/IEP committees considering eligibility and educational needs of students from its district who meet the conditions for eligibility as Deaf or Hard of Hearing. A representative of the SAISD RDSPD SSA shall be represented on the ARD Committee meetings required by this paragraph.

7.3 Transportation

Each SAISD RDSPD SSA Member district shall assume responsibility for transporting eligible participating students between the student's residence and the program site location. It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a SSA Member, then any and all costs will be the responsibility of the SSA Member where the student resides or is otherwise enrolled.

8.0 FISCAL PRACTICES

Budgeting and accounting: The SAISD RDSPD SSA will operate on a budget reviewed by the Management Board. The Special Education Director of each SSA Member shall ensure that their respective SSA Member's share to be contributed to the SAISD RDSPD SSA pursuant to this Agreement shall be included in the budget adopted by the SSA Member's Board of Trustees or other Charter Governing Board. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

8.1 Basis for allocation of costs/uncontrollable costs

SSA Members acknowledge that Federal and State funds earmarked for Special Education Deaf Services flow directly to the Fiscal Agent from the TEA. Administrative costs, including but not limited to: all costs and salaries related to RDSPD staff; contracts with outside service providers, including but not limited to interpreters and consultants. Any uncontrollable costs incurred by the SAISD RDSPD SSA over and above the amount of State Deaf and/or Federal funds shall be divided among Member LEAs based upon the number of students enrolled in the RDSPD on December 1. Students enrolled after this date will be assessed 50 percent of the annual tuition fee for the remainder of the school year as set forth in the SSA Administrative Guidelines document.

8.2 Tuition

SSA Member LEAs will be charged tuition for each student attending the SAISD RDSPD. This rate will be set and approved by the Management Board. The tuition charges will be published by the Management Board.

8.3 Excessive Costs

SSA Member LEAs will be notified as soon as practicable in writing regarding the excessive costs to be charged back to SSA Member Districts and what the maximum total of their shared costs are estimated to be. It is agreed and understood that the projected costs set forth herein are an estimate and may increase based upon the needs of the students which cannot be anticipated.

8.4 Provision for SSA Members without Students Receiving Services

SSA Member LEAs shall not be responsible for any costs associated with the SAISD RDSPD SSA unless such Member LEA has a student receiving services from the SAISD RDSPD SSA.

8.5 Payments

SSA Member LEAs agree that upon receipt of the invoice, all payments are due to the Fiscal Agent within ninety (90) calendar days. ***IF the district is paying after services are provided payment must not be received later than June 30th.***

8.6 Per Pupil Share

Member LEAs shall notify the Fiscal Agent in writing of intent to participate and commit projected per pupil share by December 1 preceding the school year during which RDSPD services are anticipated.

8.7 Projected Student Count

Each Member LEA shall provide the Fiscal Agent with a written projected student count by December 1 of each year for the following school year.

8.8 Auditing

The SAISD RDSPD SSA's accounts will be audited annually, as part of the Fiscal Agent's audit, by an independent auditor for the Fiscal Agent.

9.0 PERSONNEL MANAGEMENT

The SAISD RDSPD SSA fiscal agent shall receive applications for employment from potential employees. Applicants will be screened, employed and, if necessary, terminated in accordance with fiscal agent district policies. Employment will be in accordance with TEA guidelines. SAISD RDSPD SSA personnel are employed by the fiscal agent and are subject to its policies.

9.1 Chief Administrator

The Chief Administrator of the SAISD RDSPD SSA will be a SAISD Special Education Director. The Special Education 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: provision of related services, staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Special Education Director and do not require Management Board action. The Special Education Director will be under direct supervision of the SAISD Senior Executive Director for Special Education.

9.2 Deputy Officers

The Special Education Director of each SSA Member LEA shall serve as the 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 LEAs Board Policy.

9.3 Job Descriptions

Job descriptions for SAISD RDSPD SSA positions will designate requirements to qualify

9.4 Program Coordinator

The RDSPD Program Coordinator for the SAISD RDSPD SSA program shall be selected and hired by the fiscal agent district. The Program Coordinator shall be responsible to the Director for Special Education of the fiscal agent district.

9.5 Staff

SAISD RDSPD SSA staff shall be assigned duties at sites deemed appropriate by the RDSPD Coordinator in coordination with the Director for Special Education of the fiscal agent district. Personnel assigned to campuses shall be an integral part of the campus faculty and shall be responsible to the campus principals for administrative matters within that building and shall perform those duties assigned as long as they do not interfere with the primary mission of the SAISD RDS PD SSA. Clarification of role assignments shall be made jointly by the campus principal, the fiscal agent, Director for Special Education, and the RDSPD Program Coordinator. The RDSPD Program Coordinator and itinerant teachers will be supervised by the Director of Special Education.

9.6 Grievances

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

10.0 LEGAL RESPONSIBILITIES

10.1 Free Appropriate Public Education (FAPE)

The SAISD RDSPD Member LEA wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE).

10.2 Legal Costs

The SAISD RDSPD Member LEA wherein the student resides is responsible for legal costs, court costs, and attorney fees resulting from litigation directly involving that student.

10.3 Litigation

Except as otherwise provided herein, if the SAISD RDS PD SSA, Fiscal Agent, and/or any of their respective employees, agents or officers are named as a party in litigation arising under the IDEA (whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or litigation arising under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the SSA Member wherein the student resides or is otherwise enrolled, remains responsible for legal costs, court costs, attorney's fees and damages or settlement costs resulting from litigation directly

involving such student including reimbursement to the SAISD RDSPD SSA, and the Fiscal Agent for any legal costs incurred by the SAISD RDSPD SSA, or the Fiscal Agent.

10.4 Legal Costs Associated with Grievances

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

10.5 Expiration

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.

10.6 Mediation

The Member LEAs of this SSA agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise from the Member LEAs. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties in the dispute who shall share the cost of mediation services based upon an equal split. Mediation is a voluntary dispute resolution process in which the parties in the dispute meet with an impartial person, called a mediator, whose function is to assist the parties in resolving the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties in the dispute must agree before any settlement is binding.

11.0 RISK OF LOSS

11.1 Loss

Except as otherwise provided herein, each SSA Member shall bear their respective risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property; costs of administrative hearings; and litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.

11.2 Vehicle Insurance

Each Member LEA 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.

11.3 Other

Nothing in Section 12.0 herein shall construe, or be seen by any third-party as construing, a waiver of any immunity or other legal defense available to Member LEAs under either State or Federal law.

12.0 EFFECTIVE DATE, RENEWAL, AMENDMENT, AND DISSOLUTION OF THE SHARED SERVICES AGREEMENT

This Agreement will supersede all previous agreements among the parties in relation to the operation of the SAISD RDS PD SSA.

Effective Date

The SAISD RDSPD SSA will be effective beginning July 1, 2025.

Renewal

This SAISD RDSPD SSA shall automatically renew annually and shall remain in effect until the parties agree to end it or modify the agreement.

Amendment

This SAISD RDSPD SSA shall be amended periodically as determined by the management board.

Application

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

12.4 Dissolution

Dissolution of this Agreement shall require the affirmative vote of a majority of the SSA Members. The Fiscal Agent shall notify TEA of the SSA's intent to dissolve by February 15 prior to the end of the fiscal year it intends to remain in the SSA. Upon dissolution, the SAISD RDSPD SSA's funds and any other remaining assets, after full and final resolution of all charges and liabilities, will be divided among the SSA Members, prorated in the same manner as administrative. Other assets will remain the property of the fiscal agent regardless of members withdrawing their membership. Following the vote to dissolve the SAISD RDSPD SSA, the dissolution will take effect on July 1 of the fiscal year in which the dissolution is completed. All TEA timelines shall apply. This solution cannot be effectuated solely by the Fiscal Agent or the management board as such requires a majority vote of the SSA Member LEA and Charter Boards of Trustees or Charter Boards.

12.5 Real Property

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

12.6 Governance

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

12.7 Validity

If any provision of this Agreement becomes or is held to be in violation of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The SSA Members agree that all remaining provisions of this Agreement will remain in effect.

12.6 Governance

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

12.7 Validity

If any provision of this Agreement becomes or is held to be in violation of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The SSA Members agree that all remaining provisions of this Agreement will remain in effect.

12.8 References

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.

12.9 Effectiveness

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

12.10 Execution

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.

12.11 Terms of Agreement

It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Any modifications agreed to by all SSA Member District Board of Trustees and Charter Boards of Trustees or Charter Boards shall be submitted to the TEA's Division of Federal and State Education Policy within ninety (90) calendar days of the effective date of the revised Agreement.

Signature required

President, Board of Trustees
Southwest Independent School District

Date