

Contract Changes:

6.1 and 6.4

SSA members voted to base the formula from student data on the first Friday in June instead of PEIMS snapshot. The committee members felt this would give a more accurate count for the next school year.

16-17 budget for SISD \$112,206.94

17-18 budget for SISD \$115,600.00 The slight increase is due to the enrollment of a student who requires a communication assistant.

	Formula using student counts 1-Jun-17	
	2017/18 Budget	
CTSS	\$ 37,125.00	
Erath	\$ 50,575.00	
Gbury	\$ 142,275.00	
Hood S	\$ 73,250.00	
Palo P	\$ 149,500.00	
PCC	\$ 44,350.00	
Stown	\$ 37,125.00	
Sville	\$ 115,600.00	
Wford	\$ 337,350.00	
	\$ 987,150.00	
	Formula-2017 \$14450/daily \$7225 Itin/Inf \$1K Consult	

Brazos River Regional Day School Program for the Deaf
**Central Texas Shared Services, Greater Erath County Co-Op, Granbury ISD,
Hood-Somervell County Co-Op, Palo Pinto County Co-Op,
Parker County Co-Op, Springtown ISD, Stephenville ISD, Weatherford ISD**

SHARED SERVICE ARRANGEMENT

Central Texas Shared Services, Greater Erath County Co-Op, Granbury ISD, Hood-Somervell County Co-Op, Palo Pinto County Co-Op, Parker County Co-Op, Springtown ISD, Stephenville ISD, Weatherford ISD ("member districts"), hereby agree to operate their education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the BRAZOS RIVER REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("the BRRDSPD"). Member districts agree that:

1. General Covenants and Provisions

- 1.1 The purpose of the 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 who reside within the boundaries of the aforementioned school districts. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the BRRDSPD, subject to the 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 BRRDSPD's administrative offices will be located at Parker County Co-Op, 612 N. Rusk Street in Weatherford, Texas, 76086.
- 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., Section 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794; the Americans with Disabilities Act, 42 U.S.C. Section 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 BRRDSPD policies approved by all member districts through the Management Board.
- 1.5 Eligible hearing impaired students from charter schools or school districts other than those member district who are parties to this agreement may be considered for placement upon request to the special education director of the fiscal agent. Terms of admission to the program shall be determined by the Management Board.

2. Management

- 2.1 The BRRDSPD shall be governed by the Management Board comprised of the Special Education Directors/Coordinators for the participating member districts or their designees.
- 2.2 The Management Board meets a minimum of once a year to consider matters pertaining to the program.

- 2.3 The representative of the Fiscal Agent or designee serves as chairperson of the Management Board.
- 2.4 The chairperson presides over the meetings of the Board, calls additional meetings upon the request of any Board member, and appoints a member of the Board, or another staffperson, to maintain official minutes of all Board meetings.
- 2.5 The BRRDSPD Board, through action of the Fiscal Agent, may purchase goods and services necessary to administer and operate the BRRDSPD.
- 2.6 Additional powers and duties of the BRRDSPD Board shall be determined by BRRDSPD policy.
- 2.7 The BRRDSPD Board will recommend employment of its Program Coordinator and be responsible for designation of cluster/classroom sites.

3. Personnel

- 3.1 The chief administrator of the BRRDSPD will be the Special Education Director of the Parker County Co-Op. The BRRDSPD Deaf Education Program Coordinator shall serve under a contract issued by the Fiscal Agent district at the direction of the Management Board. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with BRRDSPD policy are within the authority of the Program Coordinator and/or Director. BRRDSPD policy will determine the extent of the administrative authority and contractual power of the Director and Program Coordinator.
- 3.2 The Special Education Director for the Fiscal Agent shall serve as Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act.
- 3.3 The Fiscal Agent may either employ personnel or flow funds to member districts to employ personnel upon management Board approval.
- 3.4 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent and the terms of its SSA Agreement.
- 3.5 Each school district is responsible for employing and dismissing staff who serve only that district. Itinerant staff serving shared services arrangement schools are governed by the general policies of the Fiscal Agent and the terms of this Agreement, unless otherwise approved by the Management Board.

4. Fiscal Agent

- 4.1 PEASTER INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the BRRDSPD. PEASTER INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades Pre-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 BRRDSPD Board. The Fiscal Agent shall provide accounting services, reports, BRRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by BRRDSPD policies.
- 4.3 The Fiscal Agent will account for salaries and expenses of personnel who perform duties for more than one member district ("itinerant staff"); BRRDSPD operating expenses; IDEA, Part B and H (ECI) funds, State Deaf funds. The Fiscal Agent will also maintain personnel records and payroll systems for itinerant staff and BRRDSPD office staff.
- 4.4 The Fiscal Agent will prepare and submit, on behalf of the BRRDSPD, any reports or applications required by federal or state law or BRRDSPD policy.
- 4.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities, at the direction of the Management Board and in accordance with law and BRRDSPD policies. The Fiscal Agent shall require ADA compliance by each service provider.
- 4.6 The Fiscal Agent shall provide office space for supportive personnel and storage space for materials and supplies.

5. Member Districts' General Obligations

- 5.1 Member districts agree that any funds assessed under BRRDSPD policies or other legal requirement will be remitted within sixty (60) calendar days of receiving a statement from the Fiscal Agent.
- 5.2 Any allowable expenditure by member districts must be reported to the fiscal agent within 30 days.
- 5.3 Each member district will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C. Section 89.1095. Each member district will be liable for costs associated with its own residentially-placed students.
- 5.4 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the BRRDSPD operations.
- 5.5 Member districts shall provide suitable and sufficient classroom space to accommodate the hearing impaired students of the program.
- 5.6 Any non-member district seeking to join the BRRDSPD may do so by making a request in writing to the Management Board. The request must be made by March 31st prior to the next fiscal year. The Management Board will then consider the financial and physical implications of allowing new members to share services, and make a decision to accept or reject the request. Any request for entrance not made by the specified time, may be considered by the Board but will require majority vote.

- 5.7 A member district may withdraw from the BRRDSPD by notifying the remaining member districts of its intention to withdraw before December 15th of the last fiscal year it intends to remain a member of the BRRDSPD group. In case such notice is issued, the termination date would be the next June 30th. BRRDSPD shall be entitled to retain possession of any equipment, basic texts, and supplies furnished under this agreement.
- 5.8 Each member district is ultimately responsible for the free appropriate public education of all auditorially impaired students within its district boundaries whether the child is served in the local program, the BRRDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. Deaf instruction and deaf services will be provided by the BRRDSPD subject to the limitations set by the operating guidelines. Member districts agree that these limitations are subject to annual change. Should a member district require through IEP or other legal means services in excess of those available under the operating guidelines, the member district will be responsible for providing the excess services.
- 5.9 The district in which the student receives services will be responsible for maintenance and reporting of all Public Education Information Management System (PEIMS) data.

6. Fiscal Practices

- 6.1 The BRRDSPD will operate on a budget proposed by the BRRDSPD Program Coordinator, to be reviewed and approved by the Management Board. The budget shall be developed in accordance with guidelines set forth in Texas Code Section 30.087 and Section 30.085, and shall be based on a formula cost per pupil, as counted on the first Friday of each month of June. In turn, the formula cost shall generally be based on whether a pupil needs daily deaf education services, itinerant services, consult services, or parent/infant services (for infants 0-2), as determined by their respective ARD committees.
- 6.2 Uncontrollable costs unanticipated in the budget and incurred by the BRRDSPD over and above the budgeted amounts, shall be divided among member districts using the same formula used in Section 6.1 above.
- 6.3 All assets purchased with shared services arrangement funds are the property of the BRRDSPD collective group of member districts. Assets purchased by individual member districts remain the property of the purchasing member district.
- 6.4 In the event of reconfiguration, the withdrawing member district shall return any materials or equipment purchased with BRRDSPD funds to the Fiscal Agent. The funds due the withdrawing member district after charges and liabilities (Sections 6.2-6.4), shall be calculated and the withdrawing member district's share, if any, distributed based on its proportionate share as set forth in Section 6.2.
- 6.5 Dissolution of the BRRDSPD shall require the affirmative vote of a majority of the member districts. The vote shall designate the date dissolution will occur. Upon dissolution, the BRRDSPD's funds and any other remaining assets, after any charges and liabilities (Sections 6.2-6.4), will be divided among the member districts, prorated in the same manner as administrative costs as provided by Section 6.2.

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. (Regional Day School students will remain the legal responsibility of the District in which they reside, including, but not limited to, the legal obligation to provide a free appropriate public education under the IDEA).
- 7.2 Expenditures incurred related to grievances, lawsuits, or any other legal action taken against the fiscal agent pertaining to this shared services arrangement (SSA) including actions taken by SSA employees shall be shared by the SSA by dividing the expenditure among member districts according to the formula used in Section 6.1 above.
- 7.3 Each member district will maintain appropriate insurance coverage on 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.
- 7.4 Member districts that are the subject of a special education due process hearing or other type of litigation agree not to implead or bring the BRRDSPD into the litigation as a responsible party or co-defendant. BRRDSPD, however, agrees to reasonably cooperate in litigation involving a member district by making BRRDSPD employees reasonably available to testify in the litigation, if necessary.

8. Transportation

- 8.1 Each member district bears responsibility for providing or contracting for the transportation of each of its transportation eligible students to each facility at which services are provided.

9. The Agreement

- 9.1 This Agreement will remain in effect until revised or terminated by the member districts.
- 9.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the BRRDSPD and responsibilities under any prior BRRDSPD agreement.
- 9.3 This Agreement will apply to and bind the representatives and successors in the interest of the parties to this agreement.
- 9.4 This Agreement is governed by the laws of the State of Texas.
- 9.5 If any provision of this Agreement is in violation of law or otherwise unenforceable, the invalidity or unenforceability of that provision will not invalidate or make unenforceable the remaining provisions. The member districts agree that all remaining provisions of this Agreement will remain in effect.
- 9.6 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.

- 9.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code, Section 29.007 and current Texas Education Agency procedures for approval of SSA agreements.
- 9.8 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.

BRAZOS RIVER REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICE AGREEMENT
MEMBER DISTRICT APPROVAL

Member

County
District
Number

Superintendent
(Board Designee)

Director of Special
Education

Stephenville ISD

702-903

Stephanie Ashley