

Cedar Hill Independent School District
BOARD OF TRUSTEES

Meeting Date: January 14, 2007

Presented by: Mr. Horace Williams, Superintendent of Schools

Subject: Shared Services Arrangement Agreement with Dallas Regional Day School Program for the Deaf (See attached Agreement.)

Action Items

BACKGROUND INFORMATION: Cedar Hill ISD does not have a sufficient number of students who are deaf to provide services in the district. Therefore, in order to provide a full continuum of services for deaf students as required by federal law, Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004), CHISD has maintained a Shared Services Arrangement Agreement with Dallas Regional Day School Program for the Deaf (RDSPD). Students living in Cedar Hill who are deaf attend one of the cluster sites of the Dallas RDSPD. CHISD has participated in this program for several years and has been very pleased with the outstanding services provided. This agreement is for the 2008-2009 school year. This is a cost effective way to provide services for CHISD students who are deaf.

RECOMMENDATION: Approval of Agreement for 2008-2009

BOARD ACTION REQUIRED: Motion to renew and approve contract with Dallas Regional Day School Program for the Deaf (RDSPD).

POLICY AUTHORIZATION:
Purchasing CH-LEGAL

CONTACT PERSON(S): Kellie Spencer and Jayshree Mehta

FUNDING SOURCE: The money will be spent from the 224 funds.

ENCLOSURES:
Under separate covers

DALLAS REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT AGREEMENT

Dallas Independent School District, hereinafter "DISD," a member district, acting as fiscal agent and member districts: A+ Academy, Carrollton-Farmers Branch, Cedar Hill, Coppell, Corsicana, Crandall, DeSoto, Duncanville, Ennis, Ellis County Co-op, Garland, Grand Prairie, Highland Park, Irving, Lancaster, and Richardson, hereinafter "member districts," agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 et seq., as the Dallas Regional Day School Program for the Deaf, ("DRDSPD"). 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 impairment. 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 DRDSPD, subject to the ARD committee recommendation.
- 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 special education services for the hearing impaired will be operated in compliance with all applicable federal and state laws and regulations, shared services arrangement policies approved by all member districts and fiscal agent, shared services arrangements administrative procedures, and requirements for other categorically special funded programs in which the shared services arrangement may participate.
- 1.4 The duty of each member district to make payments pursuant to this agreement shall be a commitment of current revenue only.

2. MANAGEMENT

- 2.1 The Advisory Board, comprised of the Special Education Directors/Coordinators for the participating member districts or their designees, shall govern the DRDSPD. The Advisory Board will meet semi-annually each school year.

2.2 The Executive Director of Special Education for the fiscal agent member district will be the Chairperson of the Board. The Supervisor of the Regional Day School for the Deaf will serve as Secretary of the Advisory Board and maintain official minutes of the meetings.

2.3 Actions shall require the approval of a majority of a quorum of the Board.

3. PERSONNEL

3.1 The Supervisor of the Regional Day School for the Deaf will be the chief administrator of the DRDSPD. The Supervisor shall be an employee of the fiscal agent district and be subject to the personnel policies thereof.

3.2 The fiscal agent district shall be responsible for the employment of personnel performing services under this agreement in accordance with the policies and procedures of the fiscal agent district, including contracting for services.

3.3 All personnel matters shall be handled in accordance with the policies and procedures of the fiscal agent district.

4. FISCAL AGENT

4.1 The fiscal agent for the DRDSPD is the Dallas Independent School District.

4.2 The fiscal agent must be accredited and serve grades pre-kindergarten through 12.

4.3 The fiscal agent must provide services for children ages 0-5.

4.4 The fiscal agent shall be responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Dallas Independent School District Board of Trustees. Additionally, the fiscal agent shall provide accounting services, reports, DRDSPD records, and suitable facilities for Regional Day School for the Deaf administrative and support staff, and shall perform any other responsibilities of the program in accordance with DISD policies and procedures.

4.5 The fiscal agent shall prepare and submit any reports required by federal or state law.

4.6 The fiscal agent shall maintain fiscal records, personnel records and payroll systems as required by district policy, state and federal laws.

4.7 The fiscal agent shall be responsible for reporting PEIMS data and attendance information for students in the DRDSPD.

4.8 The fiscal agent shall retain ownership of all assets acquired by the fiscal agent in the provision of services under this agreement. The DRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and

any other fixed or liquid assets or facilities belonging to the fiscal agent member district. Except, a member district receiving services from the fiscal agent may retain ownership of assistive technology or other specialized device or equipment paid for by the member district and provided for the use of its DRDSPD student(s). The fiscal agent shall retain proof of ownership and any applicable insurances or warranties.

- 4.9 Upon dissolution of this agreement, unexpended funds shall be disbursed to each member district, pro rata, based on the number of students each such member district has in the DRDSPD during the last full year of the agreement.
- 4.10 Upon dissolution of this agreement or on withdrawal by a member district, any assets owned by a member district shall be returned to the member district upon proof of ownership.

5. MEMBER DISTRICTS

- 5.1 The member districts of students who reside outside of Dallas Independent School District will pay an annual fee to support the attendance of each student enrolled in the DRDSPD. Such fee shall be the average cost to educate a child in Dallas ISD, in accordance with TEA/PEIMS data of budgeted funds per enrolled student, determined annually.
- 5.2 The average cost per full-time student for the upcoming year will be assessed on December 1 of the current fiscal year. Full-time students will be assessed 100% of the annual fee. The cost per part-time student will be assessed during the current fiscal year. Part-time students served one hour (1) per week will be assessed 34% of the annual fee. The annual fee for part-time students receiving more than one hour of service per week will be increased in \$1,000 increments for each additional hour or part of an hour served and shall not exceed 100% of the annual fee. The cost per consult level student will be assessed during the current fiscal year. Consultation level students (3 visits per semester) will be assessed at \$3,000 per year.
- 5.3 Each member district will provide and maintain FM systems for part time students served in the home school district.
- 5.4 Students served out of the county will be assessed an additional \$1,000 fee per student for itinerant personnel transportation. Such fee shall be in addition to the annual fee.
- 5.5 Districts requiring an Auditorially Impaired representative (students not enrolled in consult or direct services) will be assessed \$225.00 (in county) or \$300.00 (out of county) per Admission Review and Dismissal meeting.
- 5.6 Districts requiring audiological, educational, psychological and/or counseling consultation not addressed through itinerant services, will be assessed \$500.00 per day.

- 5.7 Each member district shall remit the fee owed to DRDSPD by April 1 of the current school year. A late fee of 10% will be assessed for any payments not received by June 1.
- 5.8 Cost of residential placement for any student shall be the sole responsibility of the member district of which the student is a legal resident with no joint liability of member districts.
- 5.9 Notwithstanding the annual fee requirement of section 5.1, a member district shall be solely responsible for legal costs, actual damages, court costs and attorney fees awarded against such a member district resulting from litigation, and shall be solely responsible for costs incurred as a result of complaints or grievances against such member district. A member district shall have the right to control the defense of any complaint, grievance, due process or litigation brought against such member. Legal costs incurred pursuant to the administration of the program shall be divided equally among the member districts without regard to the number of students enrolled per member district. The fiscal agent is not liable to defend or indemnify any member district. Nothing in this agreement shall be construed as a waiver of governmental immunity or to create a right of action in any third party.
- 5.10 A member district may withdraw from the Shared Services Arrangement Agreement at the end of a school year by notifying the fiscal agent of its intent to withdraw by January 1 of the school year. New members may be added with the consent of the fiscal agent.
- 5.11 The parties agree that any disputes arising under this agreement may be resolved in accordance with the provisions of the Texas Government Code, CH.2009, Governmental Dispute Resolution Act. If legal action is necessary, venue shall lie in Dallas County, Texas.

6. TERMS

Upon proper execution, this Agreement will be effective July 1, 2008 through June 31, 2009, and shall be subject to annual renewal each subsequent year.

IN WITNESS WHEREOF

FOR THE DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Attest By:

Board Secretary

Dated: _____

FOR _____ INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Attest By:

Board Secretary

Dated: _____