

**WACO REGIONAL DAY SCHOOL PROGRAM
FOR THE DEAF
SHARED SERVICE ARRANGEMENT AGREEMENT**

Abbott Independent School District, Aquilla Independent School District, Axtell Independent School District, Blum Independent School District, Bosqueville Independent School District, Bruceville-Eddy Independent School District, Bynum Independent School District, Chilton Independent School District, China Spring Independent School District, Clifton Independent School District, Connally Independent School District, Covington Independent School District, Cranfills Gap Independent School District, Crawford Independent School District, Gatesville Independent School District, Gholson Independent School District, Hallsburg Independent School District, Hillsboro Independent School District, Hubbard Independent School District, Iredell Independent School District, Itasca Independent School District, Kopperl Independent School District, La Vega Independent School District, Lorena Independent School District, Malone Independent School District, Marlin Independent School District, Mart Independent School District, McGregor Independent School District, Meridian Independent School District, Midway Independent School District, Moody Independent School District, Morgan Independent School District, Mount Calm Independent School District, Oglesby Independent School District, Penelope Independent School District, Riesel Independent School District, Robinson Independent School District, Rosebud-Lott Independent School District, Valley Mills Independent School District, Waco EOAC Charter School, Waco Independent School District, Walnut Springs Independent School District and West Independent School District, Westphalia Independent School District and Whitney Independent School District, ("member districts:), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et. seq., as the WACO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("WACO RDSPD SSA") as set out in this Waco Regional Day School Program for the Deaf Special Education Shared Services Arrangement Agreement (hereinafter "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 for the parties referenced herein. 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 Waco RDSPD, subject to the ARD committee recommendations.

It is further agreed that the RDSPD is not intended to serve a student whose primary, ongoing needs are related to a severe or profound emotional, behavioral or cognitive deficient, and not primarily AI. This provision shall not be construed as a requirement for the RDSPD SSA to serve a student who presents with a disability which in addition to Auditory Impairment, requires services or programming that exceeds AI programming. The RDSPD SSA applies LRE standards when considering services for students with AI.

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 Waco RDSPD's administrative offices will be located in Waco, 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.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 Waco 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.

WACO RDSPD SSA Auditory Impairment Continuum 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 someone to consult with the teachers and attend ARD committee meetings, but does not need weekly/direct services by an AI 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

an AI 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 an AI teacher to address unique communication, auditory, language and emotional needs.) (4) Cluster site. The student who attends the cluster site has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of an AI 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 an AI teacher and access to deaf culture.) This can be a parent initiated placement or a district placement.

1.5 AI students not enrolled in the Waco RDSPD SSA who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the Waco RDSPD SSA for direct services. In the event a student presents with eligibilities in addition to auditory impairment, it is agreed and understood that the primary function of the Waco RDSPD SSA is to ensure that services are provided to address the disability of auditory impairment. The Waco RDSPD SSA shall, upon written request to the Waco RDSPD SSA Coordinator, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the Waco RDSPD SSA Coordinator of the Waco RDSPD SSA, the Waco RDSPD SSA will make available personnel for consultation on a per pupil fee basis.

1.6 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with TEA's Division of IDEA Coordination.

1.7 Any operating guidelines inconsistent with the terms of this Agreement will be deemed null and void.

2. Management

2.1 The Waco RDSPD Coordinator, on behalf of the fiscal agent, may purchase goods and services necessary to administer and operate the Waco RDSPD. All non-consumable instructional materials shall be deemed property of the Waco RDSPD when such supplies and materials are purchased with Waco RDSPD funds.

2.2 The Waco RDSPD SSA will be governed by a management board (the "SSA Board") comprised of the Superintendents or special education directors of the member districts or their designees as representatives of the boards of trustees of the member districts. Such Management Board will meet, at least annually, to review the SSA Agreement and matters related to the Waco RDSPD SSA. The Waco RDSPD SSA Coordinator may call additional meetings as needed. Each Superintendent or their designee shall attend the regularly scheduled SSA Board meetings. Special education

directors shall keep their respective member district boards advised of SSA Board actions. The fiscal agent will be assigned to record, prepare and maintain minutes.

2.3 The Waco RDSPD SSA Coordinator will serve as chairperson of the SSA Board. The Management Board or Coordinator will select a secretary. The secretary on behalf of the fiscal agent will record, prepare and maintain minutes of each SSA Board meeting. The SSA Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the SSA Board.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of member districts listed in this agreement represented at the Management Board. A quorum is defined as a majority of all of the member districts of the Waco RDSPD SSA. It is agreed and understood that the Directors of Special Education SSAs may have only one vote on behalf of that Special Education SSA's membership if such authority has been granted to the Director of the Special Education SSA. The Coordinator has discretion to allow for votes to be submitted by written communication.

2.5 Should a Local Education Agency ("LEA") seek to become a member district of the Waco RDSPD SSA, a written request must be provided to the Waco Coordinator for Management Board consideration by September 1st before the notification to TEA of pending reconfiguration changes 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.

2.6 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 districts.

2.7 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. Disposition of property shall be governed by the withdrawal provision. 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.

2.8 Members of the Management Board may 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.

3. Personnel

3.1 The chief administrator of the Waco RDSPD will be the Waco ISD RDSPD Coordinator. The Waco RDSPD Coordinator shall be employed by the fiscal agent and be subject to the personnel policies of the fiscal agent. The Coordinator will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. Administrative decisions regarding 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 Waco RDSPD Coordinator and do not require Management Board action; a) recruitment, interviewing and recommendation of employment of SSA personnel to the fiscal agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other SSA personnel. The RDSPD Coordinator may determine the location of services and assignment of staff. The budget is available for review by the Management Board.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each member district/SSA shall serve as deputy officers for public records for requests made on behalf of or related to students served by the Waco RDSPD SSA which are filed with the Waco RDSPD SSA. For students enrolled in the cluster site programs, the fiscal agent will be responsible for responding to records requests pursuant to IDEA or FERPA. For students enrolled in itinerant programs, the district where the student resides will be responsible for educational records request made pursuant to FERPA and IDEA.

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 the district with whom the employee has an employment relationship or contractual agreement.

3.4 Waco RDSPD SSA personnel, including teachers of the auditorially impaired, RDSPD Coordinator, centralized program aide/interpreters, centralized program teachers of the auditorially impaired students and RDSPD staff are employed by the fiscal agent as set forth herein. Such employees are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the fiscal agent and any Waco RDSPD SSA operating guidelines and procedures. Additionally, the fiscal agent retains final hiring and termination authority regarding employment of SSA personnel. The fiscal agent salary schedule applies to SSA personnel set forth herein.

3.5 In the event a Cluster site student requires in-home services, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, then the home district (member district wherein student resides) will provide funding for these services. If support from a Waco RDSPD SSA staff member is needed as contemplated in this provision, then that will be billed to the home district at the staff

salary calculated at an hourly basis plus mileage.

3.6 Waco RDSPD SSA personnel shall be evaluated by the Coordinator based on evaluations as determined by the SSA Coordinator. The Coordinator will obtain input from campus Coordinators as part of the evaluation process.

4. Fiscal Agent

4.1 Waco Independent School District shall serve as the fiscal agent. The fiscal agent, as a member district, is subject to member district responsibilities and acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

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 will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the fiscal agent). The fiscal agent shall provide accounting services, reports, and shall perform any other responsibilities required by Waco RDSPD SSA operating guidelines, if any. It is agreed and understood that the fiscal agent assumes no responsibility for a member districts failure to maintain its effort.

4.3 The fiscal agent is responsible for preparing the operational budget for the Waco RDSPD SSA. The fiscal agent will account for salaries and expenses of Waco RDSPD SSA personnel and Waco 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. Member district per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations and the formula attached as Exhibit D. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the SSA.

4.4 The fiscal agent will prepare and submit any reports or applications required by federal or state law or RDSPD policy.

4.5 The Coordinator or designee, on behalf of 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 Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The fiscal agent must notify the member districts of any intention to withdraw as fiscal agent of the SSA on or before October 1st 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 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 to effectuate the withdrawal.

4.7 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 to serve as the new fiscal agent, is not required to serve as fiscal agent. A member district shall not serve as fiscal agent absent specific approval by the member district's Board of Trustees or other governing body if not an ISD.

4.8 Each member district shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Waco RDSPD services. In the event a member district fails to submit PEIMS student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that all member districts will contribute toward the financial deficit and agrees that an increase in the local fee for all member districts may result. It is further agreed that any PEIMS student data reported to TEA will be provided to the Waco RDSPD SSA office upon request by the Waco RDSPD SSA Coordinator. The fiscal agent, by reporting PEIMS data on students receiving services at cluster sites, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For student receiving services through the itinerant program, PEIMS will be reported by the district of residence and that member district will be the LEA and responsible for FAPE and accountability.

4.9 The fiscal agent determines the location of centralized programs within the fiscal agent.

5. Member Districts' General Obligations

5.1 Member districts agree that any funds assessed under Waco RDSPD SSA operating guidelines or this agreement will be remitted within thirty (30) 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. It is agreed that member districts which have a student receiving services in the Waco RDSPD SSA centralized program for a period of at least thirty (30) school days, at any time prior to May 1, then

the sending member will be billed for the total tuition amount for that student. Invoicing will be completed after May 1st.

5.2 Each member district will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. This includes any transportation costs 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 Waco RDSPD SSA operations. Member districts where a student receives services are responsible for maintaining student eligibility folders.

5.4 Member districts shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services.

5.5 A member district may withdraw from the Waco RDSPD SSA by providing the fiscal agent written notice of its proposed action no later than August 1 preceding the last fiscal year during which the member district intends to remain as a member district in the Waco 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 member district shall submit any other documentation required by the TEA to effectuate the withdrawal. The member district retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member's withdrawal from the Waco RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing member district is a member of the Waco RDSPD SSA, contingent upon approval of the TEA. The withdrawing member district shall return to the Waco RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Waco RDSPD SSA funds, prior to or by the effective June 30. The member districts further agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, remaining in the Waco RDSPD SSA's operating fund shall remain with the SSA. Additionally, a withdrawing member district 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 up to an amount not to exceed \$10,000.00.

5.6 Except as otherwise provided herein, member districts are ultimately responsible for the education of all students with auditory impairment within its district boundaries whether the child is served in the local program, centralized program, Waco RDSPD SSA, or other placements. It is agreed that member districts are responsible for interpreters for itinerant students. For students being served at the Waco RDSPD SSA centralized program, the SSA will provide the following services:

Related services include, but not limited to:

- Audiology services
- School health services
- Counseling services
- Medical services (only to diagnose or evaluate a student's disability)
- Social work services in school
- Speech-Language therapy
- Occupational therapy
- Transportation
- Orientation and mobility services
- Parent counseling and training
- Physical therapy
- Psychological services
- Recreation
- Rehabilitation counseling services
- Interpreting services

The RDSPD does not fund services unless such are deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the member district where student resides is responsible.

For students who are being served at a member district and not at the centralized program site, the RDSPD SSA will provide the following services:

Waco RDSPD will provide direct and consultative itinerant services for hearing impaired students attending Member District classes according to each student's ARD/IEP. Direct services include language development, vocabulary development and sign language support for students, interpreters, and educators. Consultative services include monitoring of student's use of auditory equipment, monitoring of student's progress and inclusion in mainstreamed general education classes, support and recommendations about hearing impaired students to educators, aides and interpreters. The Waco RDSPD will also provide the personnel certified in education of the deaf for ARD meetings when required.

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

5.8 For students enrolled in a centralized program, RDSPD shall be responsible for FM receivers, audio shoes, related warranties and audio systems or other AT/AI equipment determined necessary by the ARD Committee. Hearing Aids are the sole responsibility of the member district where the student is enrolled if not provided by the student. For a student receiving services in his or her home district, the member district where the student resides is responsible for the purchase of all equipment set forth in this provision and deemed appropriate by an ARD committee.

5.9 Child Find is the responsibility of each member district including the initial evaluation to determine eligibility. The member district is responsible for the initial placement through the ARD Committee process. The member district is responsible for following referral procedures as set forth in the operating guidelines. Member districts shall send an ARD representative to the ARD Committee considering the educational needs of students with auditory impairment from that member district. The member district representative shall inform the Waco RDSPD SSA of any changes in student location or status.

5.10 The 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. This does not apply to itinerant students.

5.11 Each member district agrees that prior to joining another RDSPD SSA, the member district will notify the Waco RDSPD Coordinator.

5.12 Member districts are responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. Waco RDSPD AI teacher may participate in the evaluation or ARD Committee processes determined by the Coordinator. Member districts are responsible for re-evaluations of itinerant students. Waco RDSPD is responsible for conducting re-evaluation of students receiving services in the centralized programs.

6. Fiscal Practices

6.1 The Waco RDSPD SSA will operate on a budget reviewed by the Waco RDSPD SSA Coordinator and management board. The management board shall ensure that the respective share to be contributed to the Waco RDSPD SSA shall be included in the budgets adopted by the member districts boards of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency. The budget will not be effectively adopted without the approval by the Waco ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Coordinator and other RDSPD personnel, interpreters, classroom aides, and Regional Day School office staff, fiscal agent operating expenses as well as any uncontrollable costs, incurred by the Waco RDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the member districts based on the formula as set forth in 4.3, Exhibit D.

6.3 Member districts will be notified in writing when the estimated entitlement figures are known by the TEA regarding projected costs to be charged back to 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 students which cannot be anticipated.

6.4 Except as otherwise provided herein, a member district shall not be responsible for any costs associated with the Waco RDSPD SSA unless such member district has a student receiving services from the Waco RDSPD SSA.

6.5 The Waco RDSPD SSA's accounts will be audited annually, as part of the fiscal agent's audit, by an outside audit firm. This is considered an administrative cost.

6.6 Waco ISD will be reimbursed a 2% of the tuition based fund which will be included in the budget contemplated in 4.3.

7. Non-Member Services

7.1 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 Coordinator with authority of the fiscal agent of the Waco RDSPD. 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 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 as set forth herein. 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 RDSPD SSA, the Waco RDSPD coordinator shall refer the matter to TEA for review.

7.2 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 Waco 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 Waco RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by Waco 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.

7.3 The costs for providing Non-Member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the RDSPD coordinator 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 in the form attached as Exhibit "A".

7.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".

7.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon request to the RDSPD Coordinator 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".

7.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the Waco RDSPD SSA will provide contact information of providers with whom those schools may directly contract for services, if available.

7.7 Each member district, by approval of this Waco 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".

8. Dissolution

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the member districts. The fiscal agent shall notify TEA of the SSA's intent to dissolve by February 1st prior to the end of the fiscal year it intends to remain an SSA. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the member districts based on a prorated share determined by the number of students being served on December 1 of the year the SSA dissolves. The dissolution will take effect on July 1 after the first January 1 following the dissolution vote.

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

9. Risk of Loss

9.1 Except as otherwise provided herein, 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.

10. Transportation

10.1 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.

10.2 It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a member district, then any and all costs will be the responsibility of the member district where the student resides.

11. Legal Responsibilities

11.1 Except as otherwise provided herein, the member district wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE"). For students enrolled in the cluster site program, the member district in which the cluster site is located is deemed the LEA and is responsible for FAPE and accountability.

11.2 Except as otherwise provided herein, the member district wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. For students enrolled in the cluster site programs, the district in which the cluster site program is located and as the LEA, will be responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student

11.3 Except as otherwise provided herein, if the Waco RDSPD SSA, fiscal agent or any employee, agent or officer of the fiscal agent, is a named 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 member district wherein the student resides or is otherwise enrolled, remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the Waco RDSPD SSA and the fiscal agent for any legal costs incurred by the Waco RDSPD SSA or the fiscal agent. In the event the litigation as set forth above involves a student that resides in another member district but is enrolled in the fiscal agent centralized program, the fiscal agent will not be entitled to reimbursement.

11.4 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. Waco RDSPD SSA shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

11.5 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.

11.6 The member districts of this Shared Services Arrangement contract and the fiscal agent agree to negotiate in good faith to resolve any dispute related to the contract that may arise from the member districts. 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 between the member districts. The fiscal agent shall contribute an equal share in the cost for mediation. 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.

12. The Agreement

12.1 This Agreement will be automatically renewed by each member district annually unless notice of withdrawal or dissolution is given under the terms of this contract, or this contract is revised or modified. 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 12.2 shall control.

12.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the SSA and responsibilities under any prior Cooperative agreement.

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

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

12.5 If any provision of this Agreement becomes or is held violative 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.

12.6 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.

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

12.8 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.

12.9 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 member district Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of the effective date of the revised Agreement.

Executed this _____ day of _____, 2014.

Abbott Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Aquilla Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Axtell Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Blum Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Bosqueville Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Bruce-Eddy Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Bynum Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Chilton Independent School District

BOARD PRESIDENT SIGNATURE

DATE

China Spring Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Clifton Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Connally Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Covington Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Cranfills Gap Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Crawford Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Gatesville Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Gholson Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Hallsburg Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Hillsboro Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Hubbard Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Iredell Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Itasca Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Kopperl Independent School District

BOARD PRESIDENT SIGNATURE

DATE

La Vega Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Lorena Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Malone Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Marlin Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Mart Independent School District

BOARD PRESIDENT SIGNATURE

DATE

McGregor Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Meridian Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Midway Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Moody Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Morgan Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Mount Calm Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Oglesby Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Penelope Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Riesel Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Robinson Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Rosebud-Lott Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Valley Mills Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Waco EOAC Charter School

BOARD PRESIDENT SIGNATURE

DATE

Waco Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Walnut Springs Independent School District

BOARD PRESIDENT SIGNATURE

DATE

West Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Westphalia Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Whitney Independent School District

BOARD PRESIDENT SIGNATURE

DATE

Services Listed Are for Reference Only

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

EXHIBIT A

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

This fee schedule shall be determined by the RDSPD SSA. Fees are subject to change at the discretion of the RDSPD SSA. Services are contingent upon staff availability.

(An administrative fee in the amount of \$_____ must be submitted with the executed Services or Interlocal contract). (Travel for RDSPD staff delivery services will be reimbursed in the amount of \$_____.)

EVALUATION

Fee:

- a. Otological Evaluation _____
- b. Audiological Assessment _____
- c. Speech and Language Assessment _____
- d. Psycho-educational Assessment _____
- e. Psychological Assessment _____
- f. Communication Assessment _____
- g. Counseling _____
- h. Re-evaluation _____

ITINERANT SERVICES

Fee:

- a. Observation _____
- b. Equipment in-services _____
- c. Deliver batteries _____
- d. Troubleshoot hearing aids/equipment _____
- e. Shuttle/dispense broken and repaired aids _____
- f. Consult with teachers on modifications _____
- g. Consult with diagnosticians on AI
Procedures and paperwork _____
- h. ARD participation _____
- i. Direct services to students _____
- j. Auditory Training _____
- k. Speech and Language Assistance _____
- l. Itinerant Teachers _____
- m. Student Counseling _____
- n. Cluster Site Interpreter Services _____
- o. Parent Education _____
- p. Staff Training _____

CLUSTER SITE SERVICES

Fee:

- a. Transportation
- b. Full day services

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 a transfer student.

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 serve 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.
- 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 of any employee or representatives of 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 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.

- 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 _____ 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 this 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 300 *et seq.*, and the Texas Administrative Code, 19 TAC 89.1050(a). 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 of 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. **Termination.** 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 _____, 2014.

[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 _____ Regional Day School Program for the Deaf, an SSA, in _____ 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 students to the SSA's deaf education program as required by the Texas Education Agency ("TEA") RDSPD Guidelines. SSA and Non-Member Charter School 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 _____ 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 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 the 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 utilize best efforts to provide Deaf Services to eligible students enrolled in a Non-Member Charter School as set forth on Exhibit "A".
4. Non-Member Charter School Responsibilities
 - A. 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.
 - B. The Non-Member Charter School retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
 - C. The Non-Member Charter School will be liable for any and all costs associated with its residentially placed students.
 - D. 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 SSA or do not reflect IDEA compliance, such services may be rejected.
 - E. 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.
 - F. 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
 - G. 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 serve 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, at any time in its sole discretion, determine that existing personnel or contract employees cannot adequately serve Non-Member Charter School students while maintaining its obligation to serve Member District students.

- H. 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, whether such 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.
- I. 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.
- J. The Non-Member Charter School agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non-compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- K. The Non-Member Charter School is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, and for related insurance for any vehicles as required for such transportation.
- L. The Non-Member Charter School is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- M. 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 is 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 _____ 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 for Non-Member Charter Schools contracting for Cluster site services (These insurance requirements do not apply to Non-Member Charter Schools seeking only itinerant services from the RDSPD SSA).

- 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 its owned or leased vehicles used in the transportation of students receiving Deaf Services from 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 canceled 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 _____ 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 this 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. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated. 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 300 *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 of 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, its Non-Member District or their past or present officers, employees, or agents.
- P. **Approval by Governing Bodies.** This Agreement has been approved by the governing bodies of the SSA and the Non-Member Charter School.
- 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. **Termination.** 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 _____, 2014.

[INSERT]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:
Exhibit "A" – Rate Sheet

EXHIBIT C
WACO RDSPD SSA

FY2015 Projected Operating Budget

5/7/2014

Personnel (6100):	Object	Function	QTY	Amount	Net Total
Staff 1	6100	11	NA		\$0
Staff 2	6100	11	NA		\$0
Staff 3 teacher	6100	11	NA		\$0
Staff 4	6100	11	NA		\$0
Staff 5	6100	11	NA		\$0
Staff 6	6100	11	NA		\$0
Staff 7	6100	11	NA		\$0
Staff 8	6100	11	NA		\$0
Staff 9	6100	11	NA		\$0
Staff 10	6100	11	NA		\$0
Staff 11	6100	11	NA		\$0
Staff 12	6100	11	NA		\$0
Staff 13	6100	23	NA		\$0
Staff 14	6100	11	NA		\$0
Staff 15	6100	11	NA		\$0
Staff 16	6100	11	NA		\$0
Staff 17	6100	11	NA		\$0
Summer School Teachers	6100	11	0	\$0	\$0
Extra Curricular Overtime: Interpreters	6100	11	0	\$0	\$0
Overtime: Interpreters (Professional Development)	6100	13	0	\$0	\$0
Extra Duty Pay: Teacher - Sign Language Class	6100	61	0	\$0	\$0
Substitute Teachers	6100	11	0	\$0	\$0
					\$0

Contracted Services (6200):	Object	Function	Quantity	Amount	Net Total
Administrative Services	6200	41	NA		\$0
Contract Admin Consultants	6200	21	NA		\$0
Audiological Services	6200	31	NA		\$0
Contract Interpreters	6200	31	NA		\$0
Counseling Services	6200	11	NA		\$0
FM Repairs/Maintenance	6200	11	NA		\$0
					\$0
Materials/Supplies (6300):	Object	Function	Quantity	Amount	Net Total
Program-Wide Curriculum Materials	6300	11	NA		\$0
FM Equipment for Cluster Students	6300	11	NA		\$0
Program-Wide Subscriptions	6300	13	NA		\$0
Audiological Supplies (Earmolds, tubing, etc.)	6300	31	NA		\$0
Instructional Supplies	6300	11	6	\$0	\$0
Itinerant Supplies	6300	11	2	\$0	\$0
					\$0
Other (6400):	Object	Function	Quantity	Amount	Net Total
Staff Development	6400	13	1	\$0	\$0
Staff Mileage	6400	11	2500	\$0	\$0
Fiscal Agent Fee	6400	21	1	\$0	\$0
					\$0
Capital Outlay (6600):	Object	Function	Quantity	Amount	Net Total
Computer Replacement Cycle	6600	13	0	\$0	\$0
LCD Projector Replacement Cycle	6600	13	0	\$0	\$0
					\$0
Total Operational Costs				TOTAL	\$0

Funding Source Worksheet

458 Local Deaf (Turkton) 315 IDEA-B Discretionary Deaf 316 IDEA-B Formula Deaf 317 Pre-school Deaf 435 State Deaf 340 IDEA-C Early Childhood

Personnel (6100)	Object	Function	QTY	Amount	Net Total
Staff 1	6100	11	NA	\$0	\$0
Staff 2	6100	11	NA	\$0	\$0
Staff 3 teacher	6100	11	NA	\$0	\$0
Staff 4	6100	11	NA	\$0	\$0
Staff 5	6100	11	NA	\$0	\$0
Staff 6	6100	11	NA	\$0	\$0
Staff 7	6100	11	NA	\$0	\$0
Staff 8	6100	11	NA	\$0	\$0
Staff 9	6100	11	NA	\$0	\$0
Staff 10	6100	11	NA	\$0	\$0
Staff 11	6100	11	NA	\$0	\$0
Staff 12	6100	11	NA	\$0	\$0
Staff 13	6100	23	NA	\$0	\$0
Staff 14	6100	11	NA	\$0	\$0
Staff 15	6100	11	NA	\$0	\$0
Staff 16	6100	11	NA	\$0	\$0
Staff 17	6100	11	NA	\$0	\$0
Summer School Teachers	6100	0	0	\$0	\$0
Extra Curricular Overtime: Interpreters	6100	11	0	\$0	\$0
Overtime: Interpreters (Professional Development)	6100	13	0	\$0	\$0
Extra Duty Pay: Teacher - Sign Language Class	6100	61	0	\$0	\$0
Substitute Teachers	6100	11	0	\$0	\$0
Contracted Services (6200)	Object	Function	Quantity	Amount	Net Total
Administrative Services	6200	41	NA	\$0	\$0
Contract Admin Consultants	6200	21	NA	\$0	\$0
Audiovisual Services	6200	31	NA	\$0	\$0
Contract Interpreters	6200	31	NA	\$0	\$0
Counseling Services	6200	11	NA	\$0	\$0
FM Repairs/Maintenance	6200	11	NA	\$0	\$0
Materials/Supplies (6300)	Object	Function	Quantity	Amount	Net Total
Program-Wide Curriculum Materials	6300	11	NA	\$0	\$0
FM Equipment for Cluster Students	6300	11	NA	\$0	\$0
Program-Wide Subscriptions	6300	13	NA	\$0	\$0
Audiovisual Supplies (Earbuds, tubing, etc.)	6300	31	NA	\$0	\$0
Instructional Supplies	6300	11	6	\$0	\$0
Itinerant Supplies	6300	11	2	\$0	\$0
Other (6400)	Object	Function	Quantity	Amount	Net Total
Staff Development	6400	13	1	\$0	\$0
Staff Mileage	6400	11	2500	\$0	\$0
Fiscal Agent Fee	6400	21	1	\$0	\$0
Capital Outlay (6500)	Object	Function	Quantity	Amount	Net Total
Computer Replacement Cycle	6500	13	0	\$0	\$0
LCD Projector Replacement Cycle	6500	13	0	\$0	\$0
Total Operational Costs				TOTAL	\$0

RDSPD FTE Calculations

Personnel (FTE)	Object	Position	Salary	435 Local Deaf (Tuition)	315 IDEA-B Discretionary (Deaf)	316 IDEA-B Formula Deaf	317 IDEA-B Preschool Deaf	306 State Deaf	340 IDEA-C Early Childhood	Total FTE
Staff 1	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 2	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 3 teacher	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 4	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 5	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 6	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 7	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 8	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 9	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 10	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 11	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 12	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 13	6100	23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 14	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 15	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 16	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Staff 17	6100	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!

Program Totals

435 Local Deaf (Tuition)	315 IDEA-B Discretionary (Deaf)	316 IDEA-B Formula Deaf	317 IDEA-B Preschool Deaf	306 State Deaf	340 IDEA-C Early Childhood	Total FTE
\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!

Total FTEs funded by state/federal funds #DIV/0!

Fund Source Worksheet

435 Local Deaf 315 IDEA-B
Discretionary Deaf Formula Deaf 317 IDEA-B 386 State Deaf 340 IDEA-C Early
Preschool Deaf Childhood Deaf

6100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6200	\$0						\$0
6300	\$0						\$0
6400	\$0						\$0
6600	\$0						\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0