



Greenville Independent School District

Special Education Department

9315 Jack Finney Blvd. Greenville, TX 75401 | 903.408.4445

Greenville ISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT

GREENVILLE Independent School District, BLAND Independent School District, BOLES Independent School District, BONHAM Independent School District, CADDO MILLS Independent School District, CAMPBELL Independent School District, CELESTE Independent School District, , COMMERCE Independent School District, COMO-PICKTON Independent School District, CUMBY Independent School District, FANNINDEL Independent School District, HONEY GROVE Independent School District, LEONARD Independent School District, LONE OAK Independent School District, MILLER GROVE Independent School District, NORTH HOPKINS Independent School District, QUINLAN Independent School District, RAINS Independent School District, ROYSE CITY Independent School District, SALTILLO Independent School District, SAM RAYBURN Independent School District, SULPHUR BLUFF Independent School District, SULPHUR SPRINGS Independent School District, TRENTON Independent School District, WILLS POINT Independent School District, and WOLFE CITY Independent School District, (member districts) hereby agree to cooperatively operate their special education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the Greenville Regional Day School Program for the Deaf, (" Greenville RDSPD"). Member Districts agree that:

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 for eligible students identified as deaf or hard-of-hearing, who reside within the boundaries of the member districts of the Greenville ISD RDSPD SSA. It is agreed and understood that any student identified as deaf or hard-of-hearing in a way that severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Greenville ISD RDSPD SSA, subject to the student's Admission, Review and Dismissal Committee (ARD/IEP committee) recommendations. It is further agreed that students identified as deaf or hard-of-hearing who are not referred for Greenville ISD RDSPD SSA services, and receive solely consultation supports through another arrangement, are not included in this Shared Services Agreement.
- 1.2. The intent of the Greenville ISD RDSPD is to serve students identified as deaf or hard-of-hearing, ages 0-21, whose needs, as determined by their ARD/IEP Committee meet eligibility for RDSPD Cluster Site services. Those students served in the Greenville ISD RDSPD must reside in the Greenville Independent School District or current member districts of the Greenville ISD RDSPD SSA, who have accepted its current policies and procedures.

1.2.1. When a student requires more than or equal to 180 minutes of daily direct instruction from a



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teacher certified in the area of deaf and hard-of-hearing and/or implementation of aural/oral communication as the student's primary communication mode is not appropriate, ARD consideration of RDSPD cluster services is appropriate.

1.2.2. When a student from a member district no longer requires RDSPD cluster site services; more than 180 minutes of daily direct instruction from a teacher certified in the area of deaf and hard-of-hearing and/or implementation of total communication systems to access the student's primary communication mode; the ARD Committee will consider placement at the student's home district and/or campus with appropriate services and supports.

- 1.3. The member districts do not intend by entering this agreement or otherwise to create a separate legal entity.
- 1.4. The Greenville ISD RDSPD Shared Services Arrangement administrative offices will be located in Greenville, Texas.
- 1.5. The Greenville ISD RDSPD will be operated in compliance with Federal and State law, including the Individuals with Disabilities Education Act, 20 U.S.C. Section 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794; the 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 in accordance with procedures developed by the Texas Education Agency (TEA) to comply with the requirements of 19 TAC 89.1075(e); and the Greenville ISD RDSPD SSA administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. The Greenville ISD RDSPD operates in compliance with Volume 13, Section 1.3 of the TEA's Financial Accountability System Resource Guide (FASRG).
- 1.6. Students from school districts other than member districts who are parties to this agreement may be considered for placement upon request through the Executive Director of Special Education of the Fiscal Agent of the Greenville ISD RDSPD SSA.
- 1.7. Should a Local Education Agency (LEA) seek to become a member district of the Greenville ISD RDSPD SSA, a written request provided to the GISD Executive Director of Special Education for consideration by the Management Board must be provided on or before November 1, preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by the existing parties to this agreement.
- 1.8. Member districts may choose to participate in more than one Shared Services Arrangement. Member districts shall provide written notice to the Greenville ISD RDSPD SSA in the event they seek to join another Shared Services Arrangement.
- 1.9. State accountability and attendance-related funds for students will remain in the Greenville ISD RDSPD SSA member districts.



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1.9.1. All students receiving direct services from a certified teacher of the deaf for a minimum of 45 minutes per week are considered “enrolled” in the RDSPD for census purposes in the Public Education Information Management System (PEIMS).

1.9.2. Students who reside within the boundaries of a member district and receive services at a cluster site are reported as “enrolled, but not in attendance” by the Greenville ISD RDSPD SSA.

2. Management

2.1. The Greenville ISD RDSPD SSA shall be governed by the SSA Management Board (Management Board) comprised of the Special Education Directors / Coordinators from the participating member districts; or their designees, and representation from the Fiscal Agent.

2.1.1. Such Management Board will meet, at least annually, to review the SSA Agreement.

2.1.2. Additional meetings shall be scheduled as determined by the chairperson, whereby the Management Board may meet either as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation, and/or short and long-term needs of the Greenville ISD RDSPD SSA.

2.1.3. The Fiscal Agent records, prepares, and disseminates minutes for each meeting. Management Board members shall keep their respective superintendents advised of Management Board actions, as appropriate.

2.2. The Chairperson of the Management Board shall be the GISD representative.

2.3. The Fiscal Agent may purchase goods and services necessary to administer and operate the Greenville ISD RDSPD. All non-consumable instructional materials shall be deemed property of the Greenville ISD RDSPD when such supplies and materials are purchased with RDSPD funds.

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

2.5. Management Board actions, unless otherwise provided herein, require approval by a majority of a quorum of representatives from member districts.



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3. Personnel Policies

- 3.1. The chief administrator of the Greenville ISD RDSPD SSA will be the Executive Director of Special Education of Greenville ISD. This Executive Director shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to: provision of related services, staff development, and approved budgeted expenditures consistent with Fiscal Agent policy, are within the authority of the Executive Director and do not require Management Board action. Additionally, the Executive Director, at his/her discretion, or at the request of a Member District, will provide feedback regarding the delivery of instructional services. The Executive Director will be under direct supervision of the GISD Deputy Superintendent and GISD Superintendent.
- 3.2. The Special Education Director of each member district shall serve as the deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the member district's applicable Board policy.
- 3.3. All Greenville ISD RDSPD employees shall serve under contract with the Fiscal Agent and shall be subject to the Fiscal Agent's policies.
- 3.4. 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 Fiscal Agent in compliance with any applicable law.
- 3.5. All Greenville RDSPD employees are subject to the Greenville RDSPD SSA guidelines and policies.

4. Fiscal Agent Responsibilities

- 4.1. The Fiscal Agent shall be Greenville ISD, which is accredited and includes services for children ages birth through 21 years of age.
- 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 Management Board. The Fiscal Agent shall provide accounting services reports and shall perform any other responsibilities acceptable to the Fiscal Agent which are required by the Greenville RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort.
- 4.3. The Fiscal Agent is responsible for preparing the operational budget for the Greenville ISD RDSPD SSA. The Fiscal Agent will account for salaries and expenses of Greenville ISD RDSPD SSA personnel and operating expenses, IDEA Part B funds, State Deaf funds and any other funding



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received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems in accordance with its applicable salary schedule for all Greenville ISD RDSPD staff.

- 4.4. Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by Federal or State law or RDSPD policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort. To the extent necessary, however, member districts agree to cooperate with the Fiscal Agent's effort to comply with reporting requirements.
- 4.5. The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request ADA 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 December 31 (no less than one year) preceding the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1, one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year. All TEA timelines shall apply to any reconfiguration, including change of Fiscal Agent.
- 4.7. Should the Fiscal Agent cease to serve, for any reason, the Management Board will, by majority vote of a quorum, appoint another member district as the Fiscal Agent. Any member district appointed to serve as the Fiscal Agent has the option to refuse to serve as the Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including change of the Fiscal Agent. Should no member district be willing to serve as Fiscal Agent, then this SSA shall immediately terminate and each school district shall retain its own individual responsibility to educate its students previously placed under this SSA.
- 4.8. The Greenville RDSPD shall provide centralized sites located within the boundaries of the Fiscal Agent. The Fiscal Agent shall provide maintenance and operation services, suitable and sufficient classroom space within the program to accommodate the students identified as deaf or hard-of-hearing, and office space for support personnel. Member districts shall share any out of pocket costs for such items.
- 4.9. Except as otherwise provided herein, the Fiscal Agent, on behalf of the Greenville ISD RDSPD SSA shall provide related services for eligible Greenville ISD RDSPD SSA students as acceptable to the Fiscal Agent and recommended by a duly constituted ARD/IEP committee.



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5. Member Districts' General Obligations

- 5.1. As described in 19 TAC Section 89.61, each member district will be liable for costs associated with its residentially placed students, if any. A duly constituted ARD/IEP committee must have educationally placed students at a residential facility.
- 5.2. Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Greenville ISD RDSPD SSA operations.
- 5.3. A member district may withdraw from the Greenville ISD RDSPD SSA by providing written notice to the Fiscal Agent no later than January 1 of the current fiscal year. Upon receipt, the Fiscal Agent shall submit the written notice of intent to withdraw to the Texas Education Agency (TEA) prior to February 1, as required. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective June 30 of the same fiscal year. The withdrawing member district shall return to the Greenville ISD RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with the SSA's funds prior to or by the effective June 30 withdrawal date. The member districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the SSA's operating fund as of the June 30 withdrawal date set forth above, shall be 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, non-renewals, legal costs, insurance or any other expenses or obligations. A member district who complies with this notice provision shall be entitled to retain possession of any equipment, basic texts, and supplies furnished under this agreement except as provided in Section 2.3 herein. Failure to comply with said notice requirements will result in member district's forfeiture of equipment, basis texts, and supplies to which it would otherwise be entitled under this paragraph.

Each member district is ultimately responsible for the education of all students identified as deaf or hard-of-hearing residing within its district boundaries, whether the provision of services is in the local program, the Greenville ISD RDSPD, or other placements. Each individual student's ARD/IEP committee determines the application of specially designed instruction, supports, and services. Such responsibility may include the provision of any related services as determined by the ARD/IEP committee. The Greenville ISD RDSPD SSA will provide the following services for students served at the cluster sites:

- 5.3.1. Instruction with a certified Deaf Educator in settings across the continuum of services
- 5.3.2. Interpreter Services
- 5.3.3. Audiological Services
- 5.3.4. Speech Therapy



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- 5.4. Each member district is responsible for diagnostic and evaluation services for non-cluster site students.
- 5.5. Each member district agrees to adhere to the procedures described in the SSA agreement regarding PEIMS reporting, reporting of student performance, and implementation of the RDSPD SSA agreement.
- 5.6. Nothing in this agreement shall preclude a member district from providing instructional services to its resident eligible students identified as deaf or hard-of-hearing in a local special education program operated by the member district.
- 5.7. Students from school districts, other than those member districts who are parties to this agreement, may be considered for services or placement upon written request to the Greenville ISD RDSPD SSA Management Board. Such services will be provided only upon majority vote of the Management Board members.
 - 5.7.1. Placements will be requested and approved or denied on an annual basis by the majority vote of the Management Board. If services are approved, the requesting school district shall agree to: (1) adhere to the policies and procedures of the current SSA; (2) provide transportation for the student; and (3) pay, by February 1 of the current school year, any per pupil charge currently agreed upon the Management Board for any student the requesting district sends to the Management Board.
 - 5.7.2. The Fiscal Agent shall bill costs for services to the school district requesting RDSPD services in writing (invoice) by April 1 of the current fiscal year. Failure to pay these charges will result in the student being withdrawn from the cluster site to enroll with the sending school district. Such school district will be solely responsible for providing education services to that student.
- 5.8. Each sending District 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 if not provided by the student. The Cluster site is responsible for the transmitter. 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.

6. Fiscal Practices

- 6.1. The Greenville RDSPD SSA operates on a budget reviewed by the Management Board. The special education director of each member district shall ensure that the respective share to be contributed to the Greenville ISD RDSPD SSA shall be included in the budget adopted by the member district's respective board of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.
- 6.2. Member districts acknowledge that Federal and State funds reserved for Special Education Deaf Services flow directly to the Fiscal Agent from TEA. Administrative costs, including but not limited to: all costs and salaries related to RDSPD staff as well as contracts with outside service providers, including but not limited to, interpreters and consultants. Any unexpected and



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unplanned costs incurred by the Greenville ISD RDSPD SSA over and above the amount of State Deaf and/or Federal funds shall be divided among member districts based upon the number of students enrolled in the RDSPD on December 1. Students enrolled after this date will be assessed fifty percent (50%) of the annual tuition fee for the remainder of the school year, as set forth in the SSA Administrative Guidelines document.

- 6.3. Member districts will be charged tuition for each student attending the Greenville ISD RDSPD. The tuition rate will be set and approved by the Management Board. The Management Board will publish tuition charges.
- 6.4. Member districts will be notified in writing by June 1 of the fiscal year regarding the unexpected and unplanned costs to be charged back to member districts and what the maximum total of their shared costs are estimated to be.
- 6.5. A member district shall not be responsible for any costs associated with the Greenville ISD RDSPD SSA unless such member district has a student receiving services from the Greenville ISD RDSPD SSA.
- 6.6. Member districts agree that upon receipt of the invoice, all payments are due to the Fiscal Agent within thirty (30) calendar days.
- 6.7. The Greenville ISD RDSPD SSA accounts will be audited annually by the independent auditor for the Fiscal Agent.

7. Dissolution

- 7.1. Dissolution of this Agreement shall require the affirmative vote of a majority of the member districts. Upon dissolution, the SSA funds and any other remaining assets, after any charges and liabilities, will be divided among the member districts prorated in the same manner as administrative costs. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines shall apply.
- 7.2. Agreements pertaining to purchase of real property shall supersede any provisions herein.

8. Diagnostic and Evaluation Services

- 8.1. Each member district shall be responsible for making initial special education referrals and completing evaluations to determine eligibility and making educational placement decisions for special education as a student identified as deaf or hard-of-hearing, in accordance with applicable State and Federal laws.
- 8.2. Each member district shall be responsible for initial evaluations of any student residing in such member district for the purpose of determining eligibility for special education services, including eligibility as a student identified as deaf or hard-of-hearing.
- 8.3. Member district duly constituted ARD/IEP committees conducting admission and annual reviews



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for students identified as deaf or hard-of-hearing considered for or participating in the Greenville ISD RDSPD SSA shall include a representative from the Greenville ISD RDSPD.

- 8.4. The Fiscal Agent, on behalf of the Greenville ISD RDSPD SSA, shall provide any diagnostic evaluation, other than initial evaluations, for each student eligible for and participating in the RDSPD cluster program.
- 8.5. The Fiscal Agent, on behalf of the Greenville ISD RDSPD SSA, will completed evaluations for initial or itinerant students based as presented in Exhibit A.

9. Transportation

- 9.1. Each member district shall be responsible for providing or contracting transportation of each eligible student to each facility providing services for the student.

10. Legal Responsibilities

- 10.1. The member district where in the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE)
- 10.2. The member district wherein the student resides is responsible for legal costs, court costs and attorney fees, resulting from litigation directly involving that student, including but not limited to a special education and/or Section 504 due process hearing.
- 10.3. If a RDSPD operated program is involved in a legal action not directly involving any particular student or students, related costs shall be allocated among the member districts based upon an equal split. The Fiscal Agent shall select the counsel to represent the program in defense of the legal action.
- 10.4. Each member district shall be responsible for its own legal fees incurred due to complaints, grievances, or litigation arising from an employee or independent contractor with whom the district has a contract or with whom the district has an employment relationship.
- 10.5. If the Greenville ISD RDSPD SSA or the Fiscal Agent is a named party in a Due Process Hearing or lawsuit filed in Federal or State Court involving a student being served as contemplated by this Agreement, the member district wherein the student resides remains responsible for legal costs, court costs and attorney's fees resulting from litigation directly involving such students including reimbursement to the Greenville ISD RDSPD SSA or the Fiscal Agent for any legal costs incurred by the RDSPD SSA.
- 10.6. The legal responsibility stated herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of this Agreement.
- 10.7. The member districts of this Shared Services Arrangement agree to negotiate in good faith in an effort to resolve any dispute related to the Agreement that may arise between two or more member



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districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, the parties in the dispute shall share the cost of mediation services based upon an equal split and shall choose a mutually acceptable mediator. Mediation is a voluntary dispute resolution process in which the parties in the dispute meet with an impartial person, called a mediator, whose function is to assist the parties in resolving the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties in the dispute must agree before any settlement is binding.

11. Risk of Loss

- 11.1. Except as otherwise provided herein, each member district shall bear its own risk of loss. A 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, attorney fees, and settlement costs.
- 11.2. Each member district will insure owned or leased vehicles, used in the transportation of students with disabilities, for the statutory maximum limits of school district liability for motor vehicle accidents.
- 11.3. Nothing in Section 11.0 herein shall construe, or be seen by any third-party as construing, a waiver of any immunity or other legal defense available to member districts under either State or Federal law.

12. The Agreement

- 12.1. This Agreement will be automatically renewed by each member district annually unless notification of withdrawal is given by a member district in connection with the applicable provisions elsewhere in this Agreement, the program is terminated by a majority of the member districts, or the program is otherwise terminated by action of the Texas Education Agency.
- 12.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the Greenville ISD RDSPD SSA.
- 12.3. This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 12.4. The laws of the State of Texas govern this Agreement.
- 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.



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12.7. The effectiveness of this Agreement is conditioned upon the approval of the Commissioner of Education for the State of Texas, pursuant to Education Code Section 29.007.

12.8. It is understood and agreed that this Agreement may be executed in any 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.

Executed this 15th day of June 2021.



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Greenville Independent School District

Board President Signature

Date

Bland Independent School District

Board President Signature

Date

Boles Independent School District

Board President Signature

Date

Bonham Independent School District

Board President Signature

Date

Caddo Mills Independent School District

Board President Signature

Date

Campbell Independent School District

Board President Signature

Date

Celeste Independent School District



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Board President Signature

Date

Commerce Independent School District

Board President Signature

Date

Como-Pickton Independent School District

Board President Signature

Date

Cumby Independent School District

Board President Signature

Date

Fannindel Independent School District

Board President Signature

Date

Honey Grove Independent School District

Board President Signature

Date

Leonard Independent School District

Board President Signature

Date

Lone Oak Independent School District



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Board President Signature

Date

Miller Grove Independent School District

Board President Signature

Date

North Hopkins Independent School District

Board President Signature

Date

Quinlan Independent School District

Board President Signature

Date

Rains Independent School District

Board President Signature

Date

Royce City Independent School District

Board President Signature

Date

Saltillo Independent School District

Board President Signature

Date

Sam Rayburn Independent School District

Board President Signature

Date



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Sulphur Bluff Independent School District

Board President Signature

Date

Sulphur Springs Independent School District

Board President Signature

Date

Trenton Independent School District

Board President Signature

Date

Wills Point Independent School District

Board President Signature

Date

Wolfe City Independent School District

Board President Signature

Date

EXHIBIT A

Non-member LEA or Charter Schools will be invoiced monthly for all services rendered for the previous month. Member districts will be invoiced every semester.

All services are charged by the hour, rounded to the nearing quarter hour.

A flat travel fee of \$50 per trip will be charged. Trips will be consolidated to serve as many students as possible per trip.

	Member Fee	Non-Member Fee
AI Itinerant teacher services including but not limited to all direct and consult services, ARD attendance,	\$100 per hour	\$200 per hour
Assessment Services FLE completion/ write up and ARD presentation and any other services provided by assessment staff.	\$150 per hour	\$300 per hour