

**REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT
AGREEMENT
2008-2009**

MEMBER DISTRICTS:

Birdville ISD
Hurst-Eules-Bedford ISD
Keller ISD
Carroll ISD

hereby agree to cooperatively operate their special education programs under the authority of Texas Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the Birdville Regional Day School Program for the Deaf ("BRDSPD"). 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 within a geographical region. 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 BRDSPD, subject to the ARD committee recommendations.

1.2 The member districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The BRDSPD's administrative offices will be located in Haltom City, 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 Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the BRDSPD procedures approved by all member districts.

2. Management

2.1 The BRDSPD shall be governed by the "BRDSPD Management Board", comprised of the Special Education Directors for the participating member districts or their designees. Such Management Board will meet as needed, at least annually in June to review the shared services arrangement. The Deaf Education Lead Teacher will maintain the minutes of the Management Board meetings.

2.2 The chairperson for the Management Board will be the Director of Special Services for the "Fiscal Agent."

2.3 The BRDSPD, through the Birdville ISD Board may purchase goods and services necessary to administer and operate the BRDSPD.

3. Personnel

3.1 The chief administrator of the BRDSPD will be the Deaf Education Lead Teacher. The Lead Teacher shall serve under a contract with Birdville ISD and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with Birdville ISD policy are within the authority of the Lead Teacher. Birdville ISD policy will determine the extent of the administrative authority of the Lead Teacher.

3.2 Birdville ISD is responsible for employing and dismissing both centralized and itinerant staff as determined by the general policies of Birdville ISD. Member district input regarding employee performance will be considered.

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 Birdville ISD.

4. Fiscal Agent

4.1 BIRDVILLE INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the BRDSPD. Birdville ISD acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Birdville ISD Board. The Fiscal Agent shall provide accounting services, reports, BRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Birdville ISD policies.

4.3 The Fiscal Agent will account for salaries and expenses of personnel, BRDSPD operating expenses, IDEA, Part B funds; Elementary and Secondary Education Act and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all BRDSPD staff.

4.4 The Fiscal Agent will prepare and submit, on behalf of the BRDSPD, any reports or applications required by federal or state law or Birdville ISD policy.

4.5 The Fiscal Agent will report PEIMS information for RDSPD students enrolled in district campuses.

4.6 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 Birdville ISD policies. The Fiscal Agent shall require compliance with the Americans with Disabilities Act (ADA) by each service provider.

5. Member Districts' General Obligations

5.1 Member districts agree to pay a pro rata share of the estimated costs of the program as determined by the Fiscal Agent. Each member district agrees to remit its share within thirty (30) calendar days of receiving a statement from the Fiscal Agent.

5.2 Each member district will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C. §89.61. Each member district will be liable for costs associated with its residentially-placed students.

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the BRDSPD operations.

5.4 Each member district agrees that its payments pursuant to this agreement shall be from current revenues available to the member district.

6. Fiscal Practices

6.1 The BRDSPD will operate on a budget reviewed by the Management Board and approved by the Birdville ISD Board.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the lead teacher, classroom teachers, itinerant teachers, interpreters, and classroom aides, as well as any uncontrollable costs, incurred by the BRDSPD and the Fiscal Agent, over and above the amount of state deaf and/or federal funds, shall be divided among member districts on a per student basis. The number of students enrolled and the classification of each student shall be determined by reference to attachment A hereto, which is a list of the students enrolled as of September 1 of the school year.

6.3 If children birth through two years are served through the BRDSPD or if preschoolers enter the BRDSPD on or after their third birthday, the cost will be determined based on a prorated share of the total cost per student, and the amount of time remaining in the school year. If itinerant services to students ages 3-22 years who attend school in their home district are provided by BRDSPD staff, the cost will be determined based on a daily rate. The daily rate shall be charged for any part of a day when services are provided.

6.4 Member districts will be notified in writing when the final entitlement figures are received from the Texas Education Agency. If the final entitlement figures reduce the member districts' pro rata share, written notice will be provided regarding the amount to be returned to member districts.

6.5 A member district shall not be responsible for any costs associated with the BRDSPD unless such member district has a student receiving services from the BRDSPD.

6.6 Should a member district elect to terminate any or all services provided by the BRDSPD, written notice shall be provided to Birdville ISD by December 1 of the year prior to terminating services. Request for Reinstatement of services shall be submitted by February 1 of the year prior to reinstatement.

7. Risk of Loss

7.1 Each member district bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.

7.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

8. Transportation

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

9. The Agreement

9.1 This agreement will supersede all previous agreements among the parties in relation to the operation of the BRDSPD and responsibilities under any prior BRDSPD agreement.

9.2 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement. By signing this agreement, the signing representative of each school district affirms that this agreement has been authorized by the Board of Trustees for the district.

9.3 This agreement is governed by the laws of the State of Texas.

9.4 If any provision of the 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.

9.5 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

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

9.7 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.

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

BY: _____ Date: _____
Superintendent

HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT

BY: _____ Date: _____
Superintendent

KELLER INDEPENDENT SCHOOL DISTRICT

BY: _____ Date: _____
Superintendent

CARROLL ISD

BY: _____ Date: _____
Superintendent