

# **IRVING REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**

## **SHARED SERVICES ARRANGEMENT AGREEMENT**

Irving Independent School District, hereinafter "IISD," acting as Fiscal Agent Member District and Member Duncanville Independent School District, and Grand Prairie Independent School District, and, hereinafter "Member Districts," agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 et seq., as the Irving Regional Day School Program for the Deaf, ("IRDSPD"). School Districts who are parties to this Agreement shall be referred to as Member Districts for purposes of this 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 deaf and hard of hearing students who are residents of and enrolled in the Member Districts indicated above. 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 IRDSPD, subject to the ARD committee recommendation.

1.2 The Member Districts do not intend by entering into this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 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 TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

1.4 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. Cluster Site is defined as the centralized program where students receive direct deaf education services, and which is determined to be the LRE for certain Deaf and

Hard of hearing students.

1.5 Deaf or hard of hearing (DHH) students not enrolled in the IRDSPD 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 IRDSPD for direct services. The IRDSPD SSA shall, upon written request to the IDSPD SSA Director, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the RDSPD SSA Director of the RDSPD SSA, the RDSPD SSA will make available personnel for consultation. Any Member District, other than Irving ISD, seeking to access these services shall be charged a service fee in an amount not to exceed FOUR HUNDRED DOLLARS (\$400.00) dollars for a half day of services. Half day is defined as four hours or less. For each hour of services that exceed a half day period, the Member District will be charged ONE HUNDRED DOLLARS (\$100.00) per hour.

1.6 Should a Local Education Agency ("LEA") seek to become a Member District of the RDSPD SSA, a written request must be provided to the Chief Administrator of the IRDSPD for the management board's consideration on or before August 1 preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by all Member Districts' Boards of Trustees.

## **2. MANAGEMENT**

2.1 The Management Board, comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees, shall govern the IRDSPD. The Management Board will meet semi-annually (two times a year) each school year.

2.2 The Executive Director of Special Education or Director of the IRDSPD SSA for the Fiscal Agent Member District will be the Chairperson of the Management Board. A RDSPD SSA Manager or his or her designee will serve as Secretary of the Management Board and record, prepare, and maintain official minutes of the meetings.

2.3 The Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the IRDSPD SSA.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts. A quorum is defined as a majority of all the Member Districts of the IRDSPD SSA. Each management board member present has only one vote.

2.5 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.

### **3. PERSONNEL**

3.1 The Supervisor of the IRDSPD SSA will be the Director of the IRDSPD. The 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 related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Director and do not require Management Board action. Additionally, the Director, in his/her discretion, or at the request of a Member District, may provide feed-back regarding the delivery of instructional services by IRDSPD

3.2 The Fiscal Agent district shall be responsible for the employment of the IRDSPD personnel, the personnel who are performing services under this Agreement. IRDSPD personnel which may include Certified teacher of the deaf, speech therapists, interpreters, counselors, teacher assistants, administrators, and itinerant teachers, are employed by the Fiscal Agent and are subject to all policies and procedures of the Fiscal Agent district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent salary schedule shall apply to IRDSPD personnel. IRDSPD personnel will be evaluated in accordance with Irving ISD personnel evaluation policies and procedures. All individuals providing services must be appropriately certified or licensed to perform the applicable services

3.3 All IRDSPD personnel matters shall be handled in accordance with the policies and procedures of the Fiscal Agent district.

3.4 Any hearing on a IRDSPD employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of Irving ISD.

### **4. FISCAL AGENT**

4.1 The Fiscal Agent for the IRDSPD is the Irving Independent School District which is accredited and serves grades Early Childhood through 12.

4.2 The Fiscal Agent is responsible for preparing the operational budget for the IRDSPD. The Fiscal Agent will account for salaries and expenses of IRDSPD personnel as set forth in the Agreement and 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 fees are based on expenditures that exceed all the total state and federal allocations as set forth in Exhibit A. It is agreed and understood the Irving ISD special education funds (IDEA funds which are not dedicated to deaf education) will not be applied toward the IRDSPD operational budget.

4.3 The Fiscal Agent must provide services for children age birth - 3. These services include all collaboration efforts with Early Childhood Intervention serving IRDSPD students, ages birth to 3.

4.4 The Fiscal Agent shall be responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Irving Independent School District Board of Trustees. Additionally, the Fiscal Agent shall provide accounting services, reports, IRDSPD records, and suitable facilities for Regional Day School for the Deaf administrative and support staff and shall perform any other responsibilities of the program in accordance with IRVING ISD policies and procedures. Each Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the misapplication of such funds will be the responsibility of the Member District to which the funds were assigned by the TEA.

4.5 The Fiscal Agent shall prepare and submit any reports required by federal or state law. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

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

4.7 The Fiscal Agent, where the student attends a cluster site, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student receives itinerant service will prepare all required PEIMS student data reports on the 163 Record for students receiving IRDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served itinerantly by the IRDSPD, it is agreed and understood that Member Districts which failed to submit the PEIMS record will be responsible for any financial deficit resulting there from.

4.8 The Fiscal Agent Member District (IRVING ISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The IRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and any other fixed or liquid assets or facilities belonging to the Fiscal Agent Member District. Personal property purchased by a Member District with that Member District's funds will remain the property of that Member District. The member district may retain ownership of such personal property including but not limited to, assistive technology or other specialized device or equipment paid for by the Member District and provided for the use of its IRDSPD student(s). The Fiscal Agent shall retain proof of ownership and any applicable insurances or warranties.

4.9 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the SSA's funds, if any, will be divided equally among the Member Districts. Assets will be divided consistent with 4.8 herein. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

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

4.11 In order to comply with the requirements of TEC §29.313, TEA has supported the development of an RDSPD peer review process through ESC Region 20. RDSPD SSAs must participate in the peer review process at least every four years.

## **5. Fiscal Practices and Member District Responsibilities**

5.1 Administrative costs, including, but not limited to, all costs and salaries related to the Director, supervisors, speech therapists, counselors, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the IRDSPD SSA, over and above the amount of state deaf and/or federal funds shall be funded by the Member Districts as set forth in Exhibit A incorporated herein by reference.

5.2 For any student enrolled in a cluster site or served itinerantly on or before PEIMS Snapshot, the billing will be for current year services.

5.3 Each Member District will provide and maintain Hearing Assistive Technology for itinerant students served in the home school district.

5.4 Member District requiring a Deaf or Hard of Hearing (DHH) representative will be charged TWO HUNDRED AND FIFTY DOLLARS (\$250) per each Admission Review and Dismissal (ARD) meeting.

5.5 Each Member District shall remit the fee, as set forth in Section 5.1 (Exhibit A), owed to IRDSPD by June 1 of the current school year. A late fee of 10% of the entire amount to be submitted will be assessed for any payments not received by June 1.

5.6 Cost of residential placement for any student shall be the sole responsibility of the Member District of which the student is a legal resident with no joint liability of Member Districts.

5.7 A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1<sup>st</sup>. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon delivery of such notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA the withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30. The cost of any equipment not returned will be charged against the withdrawing member district. 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.

5.8 Member Districts agree that any funds assessed under IRDSPD SSA 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. Each Member District retains responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.

5.9 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the IRDSPD SSA operations. Member Districts retain responsibility for maintaining student eligibility folders.

5.10 Except as otherwise provided herein, Member Districts who are parties to this contract are ultimately responsible for the education of all Deaf or Hard of Hearing (DHH) students within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being served in the IRDSPD SSA Cluster Site, the IRDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Auditory Training
- Audiological Management
- Speech and Language Assistance
- Occupational and Physical Therapy Services
- Adapted Physical Education
- Vision Services
- Itinerant Teachers
- Student Counseling
- Specialized Hearing Assistive Technology
- Sign Language Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- Staff Professional Development
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any services referenced herein is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any IRDSPD service shall be funded consistent with the terms set forth herein.

For students who are being served by IRDSPD on an itinerant basis, the IRDSPD will make available the following:

- Itinerant Deaf Education Teachers
- Parent Education
- Hearing Assistive Technology (additional fee)
- Staff Professional Development
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any itinerant services is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any IRDSPD service shall be funded consistent with the terms set forth herein.

5.11 If an ARD committee determines a IRDSPD cluster site student requires an Intensive Support for Assistance and/or specialized equipment, the SSA member district shall be liable for all costs associated and shall reimburse the fiscal agent for the amount.

5.12 Member Districts requiring initial intellectual, achievement, or psychological evaluations will be charged FOUR HUNDRED DOLLARS (\$400). Any initially required Audiological or Otological examinations/evaluations will be charged the fee of the professional performing the evaluation.

## **6. Legal Responsibilities**

6.1 Each Member District with resident students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each student. Students who reside in another Member District and who attend Cluster Sites are not considered legal transfers of Irving ISD, Fiscal Agent. The sending District continues to serve the role as the LEA to the extent permitted by TEA, Member Districts where the student resides or where students are enrolled will be counted in that Member District's accountability report.

6.2 The Member District wherein the student resides or in which the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student including but not limited to special education due process hearings brought pursuant to the IDEA The Member District shall have the right to control the defense of such action, and shall be responsible for all costs in such defense and all damages and obligations arising therefrom.

6.3 If the IRDSPD SSA, the Fiscal Agent, and/or any of their respective employees, agents or officers are named as a party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served under this Agreement, the Member District wherein the student resides remains responsible for legal costs, court costs, attorney's fees and damages or settlement costs resulting from litigation directly involving such student including reimbursement to the IRDSPD SSA or the Fiscal Agent for any such costs incurred by the IRDSPD SSA or the Fiscal Agent.

6.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom the Member District has an employment contractor with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom it has an employment contract or employment relationship.

6.5 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.

6.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith to resolve any disputes that may arise among or between some or all the parties to this Agreement. 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 among 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 resolve the dispute informally and confidentially. Mediators facilitate the resolution of dispute but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. If legal action ensues, venue shall lie in Dallas County.

6.7 Except as otherwise provided herein, each Member District and IRDSPD SSA 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 fees, and settlement costs.

## **7. Cluster Sites**

7.1 The IRDSPD Cluster Sites will be located within Irving ISD boundaries at locations as determined by the IRDSPD chief administrator.

## **8. Interpreter Services for School Sponsored Activities Outside the Instructional Day**

8.1 It is the responsibility of the Member District of the DHH student's residence fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, athletics, extra-curricular, tutoring and any other extra-curricular activity sponsored by a school district. Irving ISD will make available interpreter services based upon a fee as determined by Irving ISD.

8.2 Enrollment into summer enrichment programs will be at the discretion of the Member District. Irving ISD will make available interpreter services based on a fee as determined by Irving ISD.

## **11. The Agreement**

11.1 This agreement will be automatically renewed by each Member District Annually



unless notification of withdrawal is given by a Member District of the Fiscal Agent, or the program is otherwise terminated by action of TEA.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the IRDSPD SSA.

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

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

11.5 If any provision of this Agreement becomes or is held to be in violation 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.

11.6 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.

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

11.8 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.

11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

Executed on this 1st day of July 2022. Grand Prairie Independent School District

Superintendent Signature

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Date of Approval

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Executed on this 1st day of July 2022. Duncanville Independent School District

Superintendent Signature

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Date of Approval

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Executed on this 1st day of July 2022. Irving Independent School District

\_\_\_\_\_ Magda Hernandez, Superintendent

\_\_\_\_\_ Randy Randle, President Board of Trustees  
Irving Independent School District **Attest:**

\_\_\_\_\_ Pamela Campbell, Secretary Board of Trustees

Irving Independent School District **Approved as to Form Only:**

\_\_\_\_\_ Esther Kolni, Attorney General Counsel, Irving Independent  
School District

EXHIBIT A

IRVING REGIONAL DAY SCHOOL FOR THE DEAF AVERAGE COSTS PER

<b>Cost Analysis</b>	
Cost per student to be taught at IISD)	\$6,990
Cost of RDSPD Staff	\$1,350,000
Cost of travel (average)	\$10,000
Cost of equipment (average)	\$30,000
Cost of Audiologist/ENT	\$63,400
Cost of SLP (2.5)	\$150,000
Cost of Diagnostician	\$71,000
Total:	\$1,681,390
State Deaf Grant	520,000
Total amount of students	76
Total cost per student in DEAF ED:	\$14,262
Cost of LIFE Aides per LIFE student	\$3,481
Total for LIFE DEAF ED	17,743

Tuition/Fees	
Self-Contained (Cluster site) student per year	\$14,260
LIFE Deaf Education (Cluster site) student per year	\$17,700
Itinerant Students	\$6,500
ECI babies	\$6,500
ARD Fees	\$250
Consult	\$0