

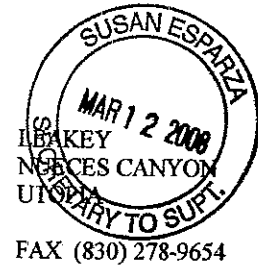
Cluster Five

Special Education Cooperative

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Wendell McAndrew, Director



MEMO

TO: All Cluster V Superintendents
FROM: Wendell McAndrew, Director *Wendell McAndrew*
DATE: March 11, 2008
RE: Resolution to Adopt Amendment

Please find attached the three page document that has to be approved by the Board of Trustees of each Cluster V school and then signed by the Board president and secretary on page three of the resolution to adopt amendment to Shared Services Arrangement agreement for the Uvalde Regional Day School Program for the Deaf.

There was some miscommunication by Uvalde I.S.D. on this document. This is simply an amendment to the policy. Please disregard the information we sent you earlier which was a sign off sheet for the actual ten page policy which has already been approved and signed by all Cluster school districts. Hope this clears up any misunderstanding. Sorry for the inconvenience. Please call if you need any more information.

**RESOLUTION TO ADOPT AMENDMENT TO
SHARED SERVICES ARRANGEMENT AGREEMENT
FOR THE UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**

WHEREAS, the school district is a participating member of the Uvalde Regional Day School Program for the Deaf pursuant to a Shared Services Arrangement Agreement ("SSA") with the following membership:

Brackett Independent School District	Knippa Independent School District
Carrizzo Springs Consolidated Independent School District	La Pryor Independent School District
Cotulla Independent School District	Leakey Independent School District
Crystal City Independent School District	Nueces Canyon Independent School District
D'Hanis Independent School District	Pearsall Independent School District
Dilley Independent School District	Sabinal Independent School District
Eagle Pass Independent School District	Utopia Independent School District
Hondo Independent School District	Uvalde Consolidated Independent School District

WHEREAS, the SSA memorializes the intent of the member districts to enter into a cooperative arrangement to generally provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the Uvalde area in compliance with the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, Chapters 29 and 30 of the Texas Education Code (citations omitted), implementing regulations, and policies and procedures of the Uvalde Regional Day School Program for the Deaf as approved by the Management Board;

WHEREAS, on December 4, 2008, the member districts submitted an SSA to the Texas Education Agency, IDEA Coordination - Deaf Services, in compliance with the legal requirements found in the Division of Special Education, Texas Education Agency, *Shared Services Arrangement (SSA) Procedures*;

WHEREAS, Section 6 of the Fiscal Practices portion of the SSA reads:

6. Fiscal Practices

- 6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Uvalde RDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

Except as otherwise provided in this agreement, administrative and uncontrollable costs will be allocated proportionately among Member Districts, as determined by the SSA board *based on the previous year's average daily attendance, as provided by 19 Tex. Admin. Code §§89.250, 129.21, or other applicable law*

[Italics added for emphasis.]

WHEREAS, the allocation of administrative and uncontrollable costs has historically not been calculated as stated in Section 6.2 of the SSA, but rather has been allocated among member districts "*based upon the prior year's TEA enrollment*" which has been appropriate and acceptable for all member districts in meeting the financial needs of the Uvalde Regional Day School Program for the Deaf;

WHEREAS, the Uvalde Regional Day School Program for the Deaf is requesting that the SSA be amended to change its allocation of administrative and uncontrollable costs "*based on the previous year's average daily attendance, as provided by 19 Tex. Admin. Code §§89.250, 129.21, or other applicable law*" to an allocation "*based upon the prior year's TEA enrollment*;"

WHEREAS, the board of trustees for each member district must approve the request and this school district's board of trustees is in agreement with this Amendment and authorizes the board president to sign the Amended Shared Services Arrangement Agreement to substitute the following language:

6. Fiscal Practices

- 6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Uvalde RDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

Except as otherwise provided in this agreement, administrative and uncontrollable costs will be allocated proportionately among Member Districts, as determined by the SSA board *based upon the prior year's TEA enrollment.*

[Italics added for emphasis.]

NOW, THEREFORE, BE IT RESOLVED, that the SSA be amended to state:

6. Fiscal Practices

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Uvalde RDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

Except as otherwise provided in this agreement, administrative and uncontrollable costs will be allocated proportionately among Member Districts, as determined by the SSA board based upon the prior year's TEA enrollment.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees for the _____ Independent School District during a scheduled meeting on _____. A quorum of the Board of Trustees being then present, motion was made to amend the Shared Services Arrangement Agreement ("SSA") for the Uvalde Regional Day School Program for the Deaf and seconded, such Resolution was then adopted according to the following vote:

Ayes: _____ Abstentions _____
Noes: _____

ON BEHALF OF THE BOARD OF TRUSTEES OF THE

INDEPENDENT SCHOOL DISTRICT:

President, Board of Trustees

Secretary, Board of Trustees

Date Signed

Date Signed