



Special Education
Administrative Offices

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

Lozano Instructional Service Center
650 Osage Street, Corpus Christi, Texas 78405
Office: 361/696-4000 Fax: 361/696-4023
Website: www.ccisd.us

RECEIVED

MAR 13 2009

BEEVILLE I.S.D.
OF SPECIAL EDUCATION

March 12, 2009

Cindy Clendennen, Director
Beeville Independent School District
510 East Lott Street
Beeville, Texas 78102

Dear Ms. Clendennen:

Enclosed is the Shared Service Arrangement (SSA) for the Regional Day School Program for the Deaf (RDSPD) as approved by the Corpus Christi Independent School District Board of Trustees on February 23, 2009. Please present this SSA to your Board of Trustees and use the attached form to document approval and date. Return the signed SSA, Exhibit B, to Mr. Robert J. Garcia, Coordinator for the RDSPD, at 650 Osage Street, Corpus Christi, Texas 78405.

If you have any further questions, please contact Mr. Garcia at (361) 696-4000, extension 1008.

Sincerely,

Jacqueline Turner
Director for Special Education

RJG/cn

Attachments

cc: Mr. Robert J. Garcia

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
Corpus Christi, Texas

SHARED SERVICES ARRANGEMENT
Corpus Christi Regional Day School Program for the Deaf

1.0 PURPOSE

The intent and goal of this Shared Services Arrangement (hereinafter referred to as "SSA") is to ensure that a free and appropriate educational program is available to auditorially impaired students [19 TAC 89.1080], ages 0-21, within the geographic boundaries of the Education Service Center, Region 2 (hereinafter referred to as "ESC"). All educational alternatives for auditorially impaired students, deemed eligible for services through a Regional Day School Program for the Deaf (19 TAC 89.1080), are combined into one cooperative educational arrangement to be known as the Corpus Christi Regional Day School Program for the Deaf (hereinafter referred to as "CCRDSPD").

2.0 MEMBER DISTRICTS

Entry into the Shared Services Arrangement

All school districts within ESC, Region 2 and previous members of CCRDSPD will be given the opportunity to join as a member district of the CCRDSPD SSA. Each member district's board of trustees must approve the SSA and any subsequent amendments. Approval is construed as authority for delegation of all duties and responsibilities as hereinafter contained, and construed as authority for the Management Board to mutually establish and implement written rules related to the operation of the CCRDSPD SSA.

Each member district that is a party to this SSA is identified in Exhibit A, which is attached to the SSA and made a part hereof for any and all purposes.

The Program Director for the CCRDSPD will be the coordinator for the RDSPD for the Corpus Christi Independent School District.

Any school district within ESC, Region 2, that may elect not to become a member of the SSA or other school districts outside ESC, Region 2, may seek membership at a later time by sending the request in writing to the Program Administrator. The Program Administrator must inform the Management Board of the request upon receipt. Approval of the request is by action of the Management Board as determined by a majority of votes returned.

Withdrawal from the Shared Services Arrangement

A district that chooses to withdraw from participation in CCRDSPD shall inform the Program Administrator in writing, by the end of January prior to the end of the school year in which they intend to withdraw. A district that withdraws from CCRDSPD will

forfeit any services equipment, and instructional materials, and/or funds sent to the Fiscal Agent. The only exception to this requirement will be for students withdrawn from the Shared Services Arrangement and that had assistive technology devices (ATD) and will no longer be served in the CCRDSPD. Standards dealing with transfer of the Assistive Technology Devices will be followed in such cases. The effective date of withdrawal from the Program will be as of the next July 1 after timely notice. Upon the effective date of withdrawal, the district withdrawing assumes total responsibility for the education of its auditorially impaired students. In the event all members should agree to terminate this SSA, any remaining assets shall be distributed to the members in the same proportion as their respective contribution to the annual program operation cost for the year in which termination occurs. The distribution shall occur after all obligation incurred have been paid through the effective date of termination.

3.0 GOVERNMENT OF THE REGIONAL PROGRAM FOR THE DEAF

The CCRDSPD is governed by this SSA with approval by the districts' superintendents and each Local Education Agency's Board of Trustees. CCRDSPD is further governed by a Management Board. Direct program administration is the responsibility of the fiscal agent.

3.1 MANAGEMENT BOARD

Membership of the Management Board

Membership of the Management Board includes the superintendents or their designees of all participating ISD's. Non-voting members may be included on the Board. Board decisions are made on the basis of a majority vote of a quorum of members present for a regular or called Board meeting with each member having one (1) vote. Each voting member may cast their vote by proxy or through their designee. A quorum shall consist of 50 percent of the current members whose students are served by the CCRDSPD.

Duties and Authority of the Board

Meetings of the Board shall be conducted in October and in May of each school/academic year to review the administration and operation of the SSA. Additional Board meetings may be held at the request of a Board member. Such request should be made in writing to the Board Chairperson. Notice of a called meeting shall be sent to all members of the Board and Special Education Directors at least five (5) working days prior to the meeting. The notice will include the date, time, and place of the meeting and an agenda of items to be discussed. Issues requiring Board approval may be handled by e-mail, fax, telephone, or mail with the decision based on a majority vote of all Board members.

The Management Board may approve, establish, and implement written rules for the operation of CCRDSPD, provided that such rules are consistent with the terms and conditions of this SSA, or as it may be amended from time to time.

3.2 Officers of the Management Board

The officers of the Management Board will consist of a Chairperson and a Secretary. Members of the Management Board will elect the Chairperson and Secretary from the member districts.

Responsibilities of the Chairperson

The Chairperson calls and presides over meetings of the Board. The Chairperson establishes the meeting place, date, time, and agenda items to be discussed. Additional items may be discussed and voted upon with approval of the Chairperson. Committees may be established by the Board Chairperson as needed. Minutes detailing all Board actions shall be mailed to all Board members within 20 working days of the meeting.

Responsibilities of the Secretary

The Secretary will record the minutes of the Management Board meetings and will provide a copy of the minutes to the Chairperson within seven (7) working days.

4.0 THE FISCAL AGENT

Selection of the Fiscal Agent District

The Corpus Christi Independent School District (CCISD) is designated as the fiscal agent for CCRDSPD. CCISD is state accredited for Kindergarten through Grade 12. Any change in fiscal agent must be approved by action of the Management Board.

Administrative Responsibilities of the Fiscal Agent

The Fiscal Agent District functions as an agent for and on behalf of the SSA members. Records of receipts and expenditures shall be maintained by the fiscal agent in accordance with the *Texas Education Agency Resource Guide for Financial Accounting and Reporting*.

Fiscal agent responsibilities include, but are not limited, to the following:

- A. Administers the program on a day-to-day basis
- B. Submits the program application, amendments, and final reports
- C. Develops the budget and disburses program funds
- D. Supervises program personnel
- E. Maintains program records
- F. Performs other duties associated with programmatic needs
- G. Performs any other administrative responsibilities delegated to the fiscal agent under the terms of this SSA or by the Management Board.

Funding

The CCISD Office of Special Education prepares the application for funding with input from the Program Administrator in accordance with guidelines established by the Texas Education Agency (hereinafter referred to as "TEA"). CCRDSPD is funded from

Foundation School Program funds in accordance with Senate Bill 803 and State Board of Education (hereinafter referred to as "SBOE") rules and available federal funds.

If funding for CCRDSPD does not cover all the costs associated with the operation of the Program, then the following formula shall be adhered to:

The unfunded costs of CCRDSPD will be shared by all member districts of the Shared Services Arrangement based on the number of students receiving direct instructional services from CCRDSPD. For Students receiving indirect services from CCRDSPD, i.e. Audiological Management Services (AMS), AI teacher attends at ARD, Consulted or Monitor by an AI teacher, per session cost will be determined. A per session cost will be determined on an hourly rate determined by the Co-op Board.

The Fiscal Agent District will bill for Medicaid Administrative Claims (MAC) and School Health and Related Services (SHARS). If a sending district or coop decides to bill for these services, they will notify the Fiscal Agent District of this intent.

5.0 MEMBER DISTRICT RESPONSIBILITY

Fiscal Responsibility

The Fiscal Agent District is responsible for maintaining accounting procedures for revenues and expenditures for personnel employed with the CCRDSPD. The CCRDSPD Program Administrator will provide a projected budget to each district's Special Education Director by May 15 of each school year. The final budget will be sent by October 1 of each school year. Member districts will be sent invoices as appropriate by November 30 of each school year.

Local Boards of Education

Local boards of education retain ultimate responsibility for the education of students within their independent school districts Local Education Agency (hereinafter referred to as "LEA"). Therefore, matters may be referred to local boards of education when deemed appropriate by the Management Board. The LEA has the responsibility for the education of all auditorially impaired students within its district whether the student is served in the local program, the CCRDSPD, or the Texas School for the Deaf. LEA is responsible for following referral procedures as outlined in SBOE rules.

6.0 TRANSPORTATION OF STUDENTS

The resident district sending students to CCRDSPD is responsible for the transportation between the student's residence and the Program site. Transportation may cross district attendance zone and geographic boundaries to include municipalities and counties. All CCRDSPD staff shall follow the personnel policies of the Fiscal Agent District. Program personnel and students adhere to the school calendar of the Fiscal Agent District.

7.0 PERSONNEL POLICIES

Salaries

Salary and benefits for all certified and auxiliary personnel will be paid according to the Fiscal Agent District's salary schedule.

Selection and Employment

Employment applications are made to the Fiscal Agent District. Recommendations for employment contracts are issued through the personnel department according to the policies and procedures of the Fiscal Agent District.

Assignments

The administrator for the Program is selected and hired by the fiscal agent. The program administrator is responsible to the fiscal agent's Special Education Director. Personnel may be reassigned to a different campus or district as the educational needs of auditorially impaired students justify the reassignment. Recommendations for assignment or reassignment to another district are made by the program administrator to the Fiscal Agent Special Education Director. Notification of reassignments, if needed, will be made to the participating district's Special Education Director.

Itinerant personnel, teachers, and support staff are reimbursed for travel in accordance with policies established by the fiscal agent. The program administrator aids in scheduling itinerant personnel and support staff to make the most efficient use of time and funds.

Funds may be budgeted to allow the program administrator and staff to attend meetings, workshops, and conferences on a regional and state level. Requests for staff attendance are made and approved by the program administrator and campus administrator.

Personnel Evaluations

The program administrator is evaluated by the Fiscal Agent Special Education Director. The Management Board members may provide comments and/or recommendations pertinent to the evaluation which should be addressed to the Fiscal Agent Special Education Director at least 30 days prior to formal evaluation.

The evaluation of instructional personnel and auxiliary personnel is the responsibility of the fiscal agent and is done according to Fiscal Agent District policies and procedures.

8.0 PUPIL POLICIES

Definition of Auditory Impairment

According to rules passed by SBOE, a student with an auditory impairment is one who has been determined to have a serious hearing loss even after corrective medical treatment or use of amplification [10 TAC 89.1040(d)]. The determination shall have

been made by an otological examination performed by an otologist or, with documentation that an otologist is not reasonably available, by a licensed medical doctor. An audiological evaluation by a certified audiologist shall also be conducted. The evaluation shall include a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with or without recommended amplification.

Student Eligibility

According to Commissioner Rules for Special Education, a student who receives services through CCRDSPD must have a hearing loss that severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance (10 TAC 89.1080). Referral to a CCRDSPD must include documentation that the student meets CCRDSPD eligibility. The decision is based on comprehensive assessment and is subject to the Admission, Review, and Dismissal (hereinafter referred to as "ARD") recommendations.

Public Education Information Management System (PEIMS) Accounting Procedures

Students placed in CCRDSPD will be counted in accordance with PEIMS procedures established by TEA. It is understood that students placed out of district will be counted by the receiving district according to the instructional time received through CCRDSPD. Agreement to the stated policies by the member districts constitutes an agreement by the district for student accounting purposes. (**Note:** The fiscal agent will submit federal Individual with Disabilities Education Act [IDEA] student account data. Students receiving direct instructional services at CCRDSPD campuses will not be counted by sending LEA's.)

9.0 AUDIT

Fiscal Audit

Monies funded through Senate Bill 803 are maintained and audited by the fiscal agent. Monies are also accounted for during audit by TEA.

Property Audit

Property purchased from monies funded through Senate Bill 803 and Chapter 1 monies are maintained by the fiscal agent on a separate inventory and are accounted for during audit.

10.0 LIABILITY

Legal Responsibilities

The member district wherein the student resides shall be solely responsible for the provision of a free appropriate public education (FAPE). 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. The Fiscal Agent 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. 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. The member districts of this Shared Services Arrangement agree to negotiate in good faith in an effort to resolve any dispute that may arise from or between the member 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, a mutually acceptable mediator shall be chosen by the parties who shall share the cost of mediation services based upon an equal split between the member districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would 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.

Risk of Loss

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, attorney fees, and settlement costs. Each member district will be responsible for legal fees and settlement costs incurred for a student residing in their districts if a parent files for a due process hearing. 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.

11.0 APPROVAL BY COMMISSIONER OF EDUCATION

This SSA is subject to the approval of the Commissioner of Education as required by Texas Education Code 29.007. The SSA is expressly conditioned upon and shall not become effective until approved by the Commissioner of Education.

12.0 MISCELLANEOUS PROVISIONS

Citations

Citations and references to any specific statute, rule or regulation, or policy in this SSA includes any amendment(s) thereto, or a successor of such statute, rule, regulation, or policy.

Binding upon all Member Districts

This SSA, in its entirety, shall be binding upon all member districts that have approved and executed this SSA and their respective successors in office.

Equal Opportunity

All parties to this SSA shall provide all services associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education

Amendments of 1972, the Americans with Disabilities Act, the Individuals with Disabilities Education Act, and all other applicable federal and state non-discrimination statutes or laws.

Student Information and Records

The parties to this SSA may, from time to time, have access to, and use of, confidential student information obtained from the other participating school districts regarding students covered by the program. The parties may use such information for educational purposes, but shall not release or disclose the information to the public or any third party without the consent of the parents or legal guardian of the minor student, except as required or allowed by state or federal law. Each party to this SSA shall take all steps necessary to ensure that confidential student information and records are viewed only by authorized representatives of each entity for the permissible uses allowed by law. Said information is confidential, and shall not be used by any participating district or agent of such district for private purposes. Accordingly, the parties will educate and inform their respective employees and agents regarding requirements of the Family Educational Rights and Privacy Act (see 20 U.S.C. 1232(g) and 34 C.F.R. 90, et seq.).

Amendments

Any amendments or repeal of existing legislation, rules or regulations or adoptions of new laws, rules, or regulations applicable to this SSA shall be incorporated by reference into this SSA on the effective date of such act, rule, or regulation. This SSA shall be reviewed annually, or at any other time as required, by the Management Board or its designee, and shall be amended, as required, to comply with any changes in applicable statutory law, court decisions, rules, regulations, or needs of the CCRDSPD SSA.

Use of the Titles and Captions: Severability

The use of the titles and captions in this SSA are for convenience only. They shall have no substantive meaning with regard to the interpretation of any term or condition of this Agreement. If any word, clause, phrase sentence, paragraph of this SSA become or are held in violation of any law, or declared unenforceable, then this SSA shall be reformed to eliminate such invalid provision, and the remaining provisions shall continue in full force and effect.

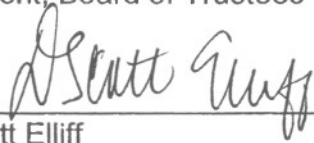
Multiple Counterparts

This SSA may be executed in multiple counterparts, with the execution page for each member district to be incorporated in Exhibit B, which is attached hereto. The execution by each member district shall state that it has been approved by a majority of a quorum present at a meeting of the Board of Trustees of the executing member district, stating the date this SSA is approved and the vote on the SSA. Execution pages shall be returned to the Fiscal Agent for attachment to the SSA. As execution pages are received, the Fiscal Agent shall provide copies to each of the respective member districts for attachment to their copies of this SSA.

DISTRICT: CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
P.O. Box 110
801 Leopard Street
Corpus Christi, Texas 78403-0110

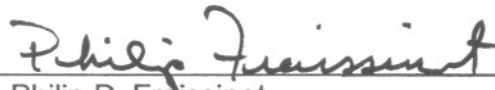
By: 
Carol A. Scott
President, Board of Trustees

Date: 2/23/09

By: 
D. Scott Elliff
Superintendent of Schools

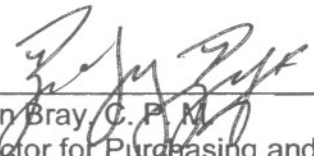
Date: 2/23/09

Approved as to Legal Form:

By: 
Philip D. Fraissinet
Attorney for CCISD

Date: 2/19/09

Reviewed and Approved for Purchasing Compliance:

By: 
Brian Bray, C. P. M.
Director for Purchasing and Distribution

Date: 2/26/09

EXHIBIT B

ACKNOWLEDGEMENT OF APPROVAL AND EXECUTION OF THE
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT

The attached Corpus Christi Regional Day School Program for the Deaf Shared Services Arrangement contract has been approved by the Board of Trustees of _____ Independent School District Board of Trustees by a majority of a quorum present in open meeting on the _____ day of _____ 2009, by a vote of _____ for and _____ against. The President of the Board of Trustees has been authorized to execute this Shared Services Arrangement on behalf of said district. By execution hereof, _____ Independent School District agrees to become a Member District as that term is defined in the Shared Services Arrangement contract for the Corpus Christi Regional Day School Program for the Deaf, and to be bound by all of the terms conditions contained in said Arrangement.

Executed in Multiple counterparts on this _____ day of _____ 2009.

Name of Independent School District/Co-op

By: _____

President, Board of Trustees

Date of Execution: _____

ATTEST:

Secretary, Board of Trustees

SCHOOL DISTRICTS SERVED BY **EXHIBIT A**
CORPUS CHRISTI REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

Alice ISD

1801 East Main Street
Alice, Texas 78332

Aransas County ISD

Box 907
Rockport, Texas 78381

Aransas Pass ISD

704 West Yoakum Avenue
Aransas Pass, Texas 78336

Beeville ISD

510 East Lott Street
Beeville, Texas 78102

Bishop ISD

513 E. Sixth Street
Bishop, Texas 78343

Brooks County Co-op

PO Box 589
Falfurrias, Texas 78355

- Brooks ISD (Fiscal Agent)
- Ben Bolt-Palito Blanco
- Falfurrias,
- La Gloria

Brush Country Co-op

Box 1179
Mathis, Texas 78368

- Mathis ISD (Fiscal Agent)
- Agua Dulce ISD
- Banquete ISD
- Orange Grove ISD
- George West ISD
- Three Rivers ISD
- Skidmore-Tynan ISD
- Pettus ISD
- Pawnee ISD

Calallen ISD

4205 Wildcat Drive
Corpus Christi, Texas 78410

Corpus Christi ISD

P.O. Box 110
Corpus Christi, Texas 78403-0110

Driscoll ISD

P. O. Box 238
Driscoll, Texas 78351

Tuloso-Midway ISD

P.O. Box 10900
Corpus Christi, Texas 78460

Duval County Co-op

609 West Labbe Avenue
San Diego, Texas 78384

- San Diego ISD (Fiscal Agent)
- Benavides ISD
- Freer ISD
- Ramirez Common SD

Flour Bluff ISD

2505 Waldron Rd
Corpus Christi, Texas 78411

Gregory-Portland ISD

608 College Street
Portland, Texas 78374

Ingleside ISD

2624 Mustang Drive
Ingleside, Texas 78362

Laguna Madre Co-op

P.O. Box 871
Kingsville, Texas 78364

- Kenedy Co-Wide
- Kingsville IDS (Fiscal Agent)
- Ricardo ISD

SCHOOL DISTRICTS SERVED BY **EXHIBIT A**
CORPUS CHRISTI REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

Riviera ISD

203 Seahawk
Riviera, Texas 78379

Robstown ISD

1100 Picker Lane
Robstown, Texas 78380

San Patricio Co-op

P.O. Box 1337
Sinton, Texas 78387

- Odem-Edroy ISD
- Sinton ISD (Fiscal Agent)
- Taft ISD

Santa Gertrudis ISD

P.O. Box 592 King Ranch
Kingsville, Texas 78364

West Oso ISD

5050 Rockford Drive
Corpus Christi, Texas 78416

EXHIBIT B

**ACKNOWLEDGEMENT OF APPROVAL AND EXECUTION OF THE
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT**

The attached Corpus Christi Regional Day School Program for the Deaf Shared Services Arrangement contract has been approved by the Board of Trustees of Beeville Independent School District Board of Trustees by a majority of a quorum present in open meeting on the 21st day of April 2009, by a vote of _____ for and _____ against. The President of the Board of Trustees has been authorized to execute this Shared Services Arrangement on behalf of said district. By execution hereof, Beeville Independent School District agrees to become a Member District as that term is defined in the Shared Services Arrangement contract for the Corpus Christi Regional Day School Program for the Deaf, and to be bound by all of the terms conditions contained in said Arrangement.

Executed in Multiple counterparts on this _____ day of _____ 2009.

Beeville Independent School District

By: _____
President, Board of Trustees

Date of Execution: _____

ATTEST:

Secretary, Board of Trustees