



Special Education

March 3, 2025

Splendora ISD
Special Programs
Attention: Brandi Perkins
26175 FM 2090
Splendora, Texas 77372

Dear Ms. Perkins:

The 2025-2026 Shared Services Arrangement Agreement with the Conroe ISD Regional Day School Program for the Deaf is enclosed.

The Splendora ISD Board is required to approve the agreement of the Special Education Shared Services Arrangement. The board of trustees may delegate the approval authority to the LEA's superintendent.

Please sign both copies of the enclosed agreement signature page along with your superintendent and board president. Return a copy of the signature page to me and retain a copy for your records.

We appreciate your effort to complete this in a timely manner.

Sincerely,

Dr. Kendra Wiggins
Director of Special Education

**Conroe Regional Day School for the Deaf
Shared Services Arrangement
2025-2026**

The independent school districts of Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia, and Shepherd hereby agree to cooperatively operate their education programs for the disability condition of deaf hard of hearing under authority of Section 29.007 of the Texas Education Code and Section 791.001 et seq., of the Texas Government Code as Conroe Regional Day School Program for the Deaf (hereinafter referred to as Conroe RDSPD). Member Districts agree that:

1.0 Intent of Conroe Regional Day School Program for the Deaf

The intent and purpose of the Conroe RDSPD is to provide a quality education to deaf hard of hearing students, ages 0-21, in Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia and Shepherd. All educational alternatives for deaf hard of hearing students in Member Districts are combined into one RDSPD educational program. The combined student enrollment and needs justify the funding of a quality educational program including supportive and supervisory staff.

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 Conroe RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.

Eligible students shall have access to a continuum of educational and related services. The continuum of services shall include parent-infant training, mainstream supportive itinerant services, and audiological management services for any RDSPD student, as well as speech therapy and interpreting services for those receiving instruction at site classes in Conroe ISD. In addition, educational evaluation services shall be available for enrolled students receiving instruction in Conroe ISD. Each student is placed in the least restrictive instructional environment to meet their individual needs, as determined by an ARD committee meeting in cooperation with the Student's Member District.

2.0 Participants in Conroe RDSPD

The school districts of Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia and Shepherd are Member Districts of the shared services agreement of Conroe RDSPD. Students birth through 21 can participate in the program. Entering into this Agreement, the Member Districts do not intend to create a separate or additional legal entity.

2.1 Participation in Conroe RDSPD

The Fiscal Agent provides suitable and sufficient classroom space to accommodate deaf hard of hearing students of Conroe RDSPD. The Fiscal Agent also shall provide office space for supportive personnel and storage space for materials and supplies.

2.2 Regulations

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 Conroe ISD policies and administrative guidelines.

2.3 Fiscal Agent of Conroe RDSPD

Conroe ISD shall serve as Fiscal Agent and program administration for the Conroe RDSPD. Change in Fiscal Agent is accomplished by action of the Management Board.

2.4 Entry into Conroe RDSPD

Any school district that wishes to become a member of the Conroe RDSPD may make application by letter to the Fiscal Agent special education director and must be approved by the Management Board. Deaf hard of hearing students of school districts may participate in the services offered by Conroe RDSPD only if the school district becomes a member of the Conroe RDSPD. Sending school districts must be in agreement with the Shared Services Arrangement of Conroe RDSPD.

2.5 Support Services to Other Districts within Conroe RDSPD

Should a Member District seek assessment and evaluation services for a student not enrolled in the Conroe RDSPD, written request for such services may be made to Conroe RDSPD and is contingent upon approval by the Management Board Chairperson. Should these services be granted, the Fiscal Agent shall bill applicable costs to the Member District requesting services. The costs will be negotiated, in writing, between the requesting district and the Fiscal Agent before the time of service delivery.

2.6 Withdrawal from Conroe RDSPD

To allow sufficient time for planning, a Member District withdrawing from participation in the Conroe RDSPD shall inform the Management Board, in writing by January prior to the school year in which they intend to withdraw. Any Member District which withdraws from Conroe RDSPD will forfeit any services and instructional materials which have been provided, effective the date of withdrawal from the program. Upon the effective date of withdrawal from Conroe RDSPD, the former Member District assumes total responsibility for the education of its students with auditory impairments.

2.7 Dissolution of Conroe RDSPD

If the Conroe RDSPD dissolves, any remaining assets become the property of the Fiscal Agent.

3.0 Government of Conroe RDSPD and the Management Board

Conroe RDSPD shall be governed by the Conroe RDSPD Management Board and directly administered by the Fiscal Agent. (Refer to 3.2 Administrative Responsibilities of Fiscal Agent).

3.1 The Management Board

The Management Board is comprised of the Special Education Directors, or their designees, from the Member Districts, and the Fiscal Agent. Management Board decisions are made on the basis of majority vote with each having one (1) vote. Non-voting members may be included in the Management Board.

Duties of the Management Board

The Management board will meet, at least two times yearly, to review the SSA Agreement and to consider matters pertaining to the program.

Chairperson of the Management Board

The representative of the Fiscal Agent, or designee, serves as chairperson of the Conroe RDSPD Management Board.

Responsibilities of the Chairperson

The Chairperson presides over meetings of the Management Board and calls meetings upon the request of any committee member. The Chairperson is responsible for establishing the meeting date, place and time. Written notification to all Management Board Members is made at least five working days in advance of such meetings. A tentative agenda is included in such notification for consideration by Management Board members. Management Board members may add items to the agenda by contacting the Chairperson prior to the meeting. The agenda may include questions and concerns arising during the course of the meeting. The Chairperson ensures minutes are recorded of each official meeting.

Committees of the Management Board

The Management Board Chairperson may establish committees as needed.

3.2 Administrative Responsibilities of the Fiscal Agent

The Fiscal Agent functions as agent for and on behalf of the Member Districts and:

- 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 as assigned

3.3 Local Boards of Education

Local boards of education of the Member Districts maintain ultimate responsibility for the education of students within their district (Resident ISD). If a deaf hard of hearing student from a school district outside Conroe ISD is served by Conroe RDSPD, the sending district remains ultimately responsible for the education of the student and is considered the Resident ISD under this Agreement. Therefore, matters may be referred to local boards of education when deemed appropriate by the Management Board.

3.4 Responsibilities of the Resident ISD

The Resident ISD has the responsibility for the education of all deaf hard of hearing students within its district whether the student is served in the local program, the RDSPD, or the Texas School for the Deaf. The Resident ISD is responsible for following referral procedures as outlined in SBOE rules.

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.

The Resident ISD is represented at ARD committee meetings to consider the educational needs of deaf hard of hearing students from the Resident ISD. The Resident ISD representative shares in the decision-making responsibilities of the ARD committee.

The Resident ISD has written policies and procedures for providing due process rights and the handling of grievances of parents and/or deaf hard of hearing adult students from the Resident ISD. Member Districts will maintain legal liability insurance for their individual districts. Conroe RDSPD employees shall be covered on the legal liability insurance policies of the Fiscal Agent who employs them. If a due process hearing pursuant to the Individuals with Disabilities Education Act is filed on behalf of a student, the Resident ISD is responsible for all legal costs associated with the case, as well as the costs associated with any program, placement or relief resulting from the case.

It is agreed that legal costs, court costs, costs of relief awarded and attorneys fees arising out of a suit brought pursuant to the IDEA lawsuits brought against the Conroe RDSPD, the Member Districts agree to bear legal costs, actual damages, court costs and attorneys fees, not covered by insurance. The cost will be divided proportionately in a ratio of the number students from the Member District who participated in the program last school year.

4.0 Fiscal Responsibilities

The Fiscal Agent district shall prepare the application for funding and program approval and submit it for review and approval in accordance with guidelines established by the Texas Education Agency, state law, and the Financial Accounting Module. The Conroe RDSPD Management Board shall have active participation in the process in order to ensure efficient and effective programming for participating students.

Application amendments shall be necessary from time to time as student enrollment and program focuses change. The Fiscal Agent shall be responsible for submission of all amendments in accordance with state law, Texas Education Agency guidelines and the Financial Accounting Module.

4.1 Budget Guidelines

The program budget is prepared by the Program Director in accordance with guidelines set forth by state laws and regulations. To the extent that any member district makes any monetary payments as a result of this

agreement, such member district verifies that such payments are made from current revenues available to the member districts. If funding for the Conroe RDSPD does not cover the educational needs of all students, the program shall follow the guidelines below:

An annual payment schedule will be developed. Each of the Member Districts will contribute per pupil costs to offset the deficit of the Conroe RDSPD budget. The per pupil cost will be calculated by dividing the total deficit amount by the number of full and part time students enrolled in the RDSPD on PEIMS Fall Snapshot (total deficit costs divided by the number of students on Snapshot date). Should uncontrollable costs be incurred by the shared service agreement, they will be divided among the member districts based on per pupil costs.

4.2 Personnel Salaries

Personnel of the Conroe RDSPD staff shall be paid according to the salary schedule of the Fiscal Agent.

4.3 Materials, Supplies and Services

The Program Director will request funding for all materials, supplies, and services needed by the Conroe RDSPD. The Program Director purchases all materials and supplies in accordance with the policies of the Fiscal Agent. All non-consumable supplies are identified as property of the Conroe RDSPD. Any costs associated with loss or damage to these supplies will be the responsibility of the Fiscal Agent. Assistive Technology devices recommended by the ARD committee for students attending Conroe RDSPD site campuses are the responsibility of Conroe RDSPD (i.e., purchase, repair, replacement) Member Districts are responsible for all costs related to AT devices for students attending campuses in the Resident ISD.

4.4 Evaluation Services

The Conroe RDSPD may provide and /or contract for such services as appropriate. Member districts will be responsible for student transportation needed for evaluations. The need for such evaluation is determined by the ARD committee or Member District intervention/pre-referral committee and is coordinated through the Program Director.

Evaluations of RDSPD students

The Program Director will budget for needed evaluation services for RDSPD students. These services may include, but are not limited to:

- a) otologic evaluation
- b) audiologic assessment
- c) communication assessment
- d) speech and language assessment
- e) psycho-educational assessment
- f) psychological assessment
- g) assistive technology evaluation

Evaluations of Deaf Hard of Hearing students not enrolled in RDSPD

The following services must have a reasonable notification prior to provision of services and are subject to a fee. These services may include but are not limited to:

- a) observation/teacher interview
- b) communication assessment/ARD paperwork
- c) equipment in-service
- d) troubleshoot hearing aids/equipment
- e) consult with teachers and/or other personnel
- f) attend ARD committee meetings

4.5 Transportation

Each Resident ISD assumes responsibility for transporting eligible participating students between the student's residence and the program site location.

The Resident ISD must provide transportation for students choosing to participate in extracurricular activities.

The Resident ISD is responsible for transportation of students to facilitate contracted and/or non-contracted assessments.

5.0 Personnel Policies

All staff of the Conroe RDSPD are employees of and follow the personnel policies of the Fiscal Agent. Itinerant personnel will adhere to appropriate dress code and proper communication channels of the Fiscal Agent. Program personnel adhere to calendars of the Fiscal Agent.

5.1 Selection and Employment

Applications for employment to provide services in the Conroe RDSPD are made to and screened by the Human Resources department of the Fiscal Agent. The Program Director/campus administrator interviews the applicant. Recommendations concerning employment are made to the Human Resources department of the Fiscal Agent. The Fiscal Agent issues the employment contract.

5.2 Job Descriptions

Job descriptions comply with guidelines provided in state and federal laws and regulations and Texas Education Agency, Division of Services for the Deaf. Job descriptions for each position will be kept on file at the Fiscal Agent Human Resources department.

5.3 Director

The supervisor of the program (Program Director) is selected and hired by the Fiscal Agent. The Program Director is responsible to the Fiscal Agent Special Education Director. The Program Director of Conroe RDSPD schedules support staff to program sites on a needs basis as determined by student IEPs. Personnel may be assigned and reassigned to program sites depending on the educational needs of deaf hard of hearing students. The Program Director makes recommendations for assignment to the Fiscal Agent Special Education Director and campus administrator.

5.4 Local Responsibilities

Conroe RDSPD personnel assigned to sites are an integral part of the site faculty and are responsible to campus administrators. Conroe RDSPD personnel perform duties assigned to site classroom teachers as long as they do not interfere with the primary mission of the special assignment. Instructional programming decisions are the responsibility of the Program Director. The Campus Administrator, Fiscal Agent Special Education Director, and the Program Director make clarification of role assignments jointly.

5.5 Travel

Itinerant personnel, teachers, and support staff are reimbursed for travel in accordance with policies established by the Fiscal Agent. The Program Director aids in scheduling itinerant personnel and support staff to make the most efficient use of time and funds.

5.6 Staff Development

All staff members of the Conroe RDSPD should be engaged in on going process of skill development and training which includes, but is not limited to:

- a) workshops
- b) internal training programs
- c) outside consultants
- d) conferences

5.7 Personnel Evaluations

The campus administrator or special education administrator, with input from the Program Director, formally evaluates all personnel except the Program Director. The Fiscal Agent Special Education Administrator evaluates the Program Director.

6.0 Pupil Policies

Students enrolled in the Conroe RDSPD are provided with appraisal, diagnostic, and evaluation services for continued eligibility of the Conroe RDSPD. Appraisal services for children being referred to the Conroe RDSPD are the financial responsibility of the Resident ISD.

6.1 Pupil Appraisal

The Program Director arranges for appraisal services in combination with services available from Member Districts and/or contracted appraisal services with outside agencies. The Program Director is responsible for coordinating appraisal services. Appraisal services are secured first from program personnel, second from site personnel, and third from the student's Resident ISD. If the services are not available, the Program Director arranges for contracted services from outside agencies. Appraisal for students already enrolled in the Conroe RDSPD is the responsibility of the Conroe RDSPD.

6.2 Referral Process

Initial referral of a student to the Conroe RDSPD is the responsibility of the student's Resident ISD. Resident ISD may choose to request Conroe RDSPD personnel to assist in the referral process. Requests must be made in reasonable time to allow for scheduling and must be approved by the Conroe RDSPD.

Resident ISD representative

A representative from the Resident ISD is assigned to each deaf hard of hearing student referred to the Conroe RDSPD. The Resident ISD representative is responsible for the collection of data during the referral process and participation in ARD committee decisions. The Resident ISD representative serves as the contact person between the Resident ISD and the Conroe RDSPD in regard to the student's educational services.

Data Collection

Data collection for presentation during the referral process may include, but is not limited to:

- a) student's current educational records
- b) previous educational efforts, strategies, and interventions
- c) recent vision and hearing screening
- d) updated general health history
- e) information reported by parents
- f) deaf hard of hearing disability information including:
 - a. otological exam performed by an otolaryngologist specifying the type and severity of the hearing impairment
 - b. audiological evaluation by a certified audiologist, which includes a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with, or without recommended amplification
 - c. communication assessment performed by a licensed speech language pathologist or certified teacher of the deaf

The Resident ISD is financially responsible for the assessments that must be obtained during the referral process, but can be contracted with fiscal agency.

Referral to the Program

If the student is new to the Resident ISD, and has received services in another RDSPD, the Resident ISD representative verifies that the student may receive service in the Conroe RDSPD while data for placement is collected. The Resident ISD representative contacts the Program Director and establishes an ARD committee to consider referral to the Conroe RDSPD.

Accounting Procedures

Students placed in the Conroe RDSPD Site Campuses will be coded by Conroe RDSPD for ADA purposes in accordance with PEIMS procedures established by TEA. If the student is part of the Conroe RDSPD but placement remains in the Resident ISD, the Member District in which the child receives services for ADA purposes will count the student. Member districts agree to code PEIMS data to reflect the student's membership in the Conroe RDSPD. Agreement to these policies by the Member Districts constitutes an agreement for student accounting purposes.

6.3 Admission, Review and Dismissal Committees

The Resident ISD establishes the ARD committee when considering a student for placement in Conroe RDSPD. The Resident ISD establishes the ARD committee for continuing students receiving Conroe RDSPD services in the Resident ISD. Conroe RDSPD establishes the ARD committee for continuing students receiving Conroe RDSPD services at a Conroe RDSPD site campus. The Resident ISD representative will be considered a member of the ARD committee.

6.4 Student Records

The Resident ISD maintains an eligibility folder for each deaf hard of hearing student receiving Conroe RDSPD services in the Resident ISD. The Conroe RDSPD will maintain the eligibility folder for each student served at Conroe RDSPD site campuses. The Resident ISD and the Conroe RDSPD assist each other in maintaining the state eligibility folders by sharing duplicates of any new records, evaluation reports, or information concerning each student.

6.5 Expulsion or Placement in a More Restrictive Environment

Students are subject to the rules and disciplinary procedures of the campus. State and federal laws and regulations govern expulsion or placement in a more restrictive environment.

7.0 Calendars

Students adhere to the calendar of the Member District to which they are enrolled and attend.

8.0 Instructional Services

The Conroe RDSPD provides a continuum of educational services to students. Services may include but are not limited to:

- a) continuing diagnosis and evaluation
- b) special education instruction
- c) assisting and counseling parents (i.e. parent-infant training)
- d) related services required to assist a student to benefit from special education
- e) general education support services

9.0 Fiscal Audit

Funds of the Conroe RDSPD are maintained and audited by the Fiscal Agent.
Assets purchased from funds of the Conroe RDSPD are maintained by the Fiscal Agent.

**Conroe Regional Day School Program for the Deaf (RDSPD)
Shared Services Arrangement**

2025-2026

Signature Page

By execution of this document, the Splendora Independent School District agrees to participate in and abide by the Conroe RDSPD Shared Service Arrangement.

Superintendent Splendora ISD

Date

President, Board of Trustees Splendora ISD

Date

Director of Special Education Splendora ISD

Date