

# **PLANO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT**

ALLEN INDEPENDENT SCHOOL DISTRICT, MCKINNEY INDEPENDENT SCHOOL DISTRICT, PLANO INDEPENDENT SCHOOL DISTRICT, ANNA INDEPENDENT SCHOOL DISTRICT, BLUE RIDGE INDEPENDENT SCHOOL DISTRICT, CELINA INDEPENDENT SCHOOL DISTRICT, COMMUNITY INDEPENDENT SCHOOL DISTRICT, FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, FRISCO INDEPENDENT SCHOOL DISTRICT, LOVEJOY INDEPENDENT SCHOOL DISTRICT, MELISSA INDEPENDENT SCHOOL DISTRICT, PRINCETON INDEPENDENT SCHOOL DISTRICT, PROSPER INDEPENDENT SCHOOL DISTRICT, WYLIE INDEPENDENT SCHOOL DISTRICT, COPPELL INDEPENDENT SCHOOL DISTRICT, and RICHARDSON INDEPENDENT SCHOOL DISTRICT (collectively the “Member Districts”) hereby agree to cooperatively operate their special education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et. Seq., as the PLANO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“PRDSPD”) pursuant to the provisions of this Shared Services Arrangement Agreement (“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 students with hearing impairments in Collin, Dallas and Denton Counties. 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, which adversely affects educational performance shall be eligible for consideration for the PRDSPD, subject to the Admissions, Review, and Dismissal (“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 PRDSPD’s administration offices will be located in Plano, Texas.

1.4 The PRDSPD 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; Section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (“FASRG”) and the PRDSPD procedures, outlined in this Agreement, approved by all Member Districts.

1.5 The PRDSPD will operate under the Plano Independent School District (“Plano ISD” or “Fiscal Agent District”) school calendar and under the policies and procedures of Plano ISD.

1.6 Students from districts other than those SSA Members who are parties to this Agreement may be considered for services upon written request to the Plano ISD Deaf Education Coordinator. A contract for services will be negotiated between the PRDSPD and non-Member Districts, Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all costs under a separate agreement with the PRDSPD if the PRDSPD agrees to provide such services.

1.7 When an ARD Committee determines a student has a need for services from a teacher of the Hearing Impaired, the ARD Committee may refer the student to PRDSPD for either centralized or itinerant services. If placement at a centralized PRDSPD campus is needed in order to receive a free appropriate public education (FAPE), the PRDSPD will provide a continuum of placement options from mainstream to specialized classrooms, and communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication, educational paraprofessionals, or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The PRDSPD will also provide Assistive Listening Devices, Speech Therapy, Communication Access Realtime Translation ("CART") or other form of Closed Captioning will be provided as determined appropriate by the ARD Committee. Additionally, Audiology, and Interpreting as Related Services and individual re-evaluations will be provided as determined by the ARDC.

## **2. Management**

2.1 The PRDSPD shall be governed by this Agreement and is further governed by the Advisory Board comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees (“Advisory Board”). Such advisory board will meet as needed, at least annually, to review the shared service arrangement.

2.2 The Special Education Director/Coordinator (or designee) of Plano ISD shall serve as the chair of the Advisory Board or may appoint another member to serve as the chair. The chair shall appoint someone to record and distribute the minutes of any Advisory Board meetings. Minutes shall be maintained by the Fiscal Agent.

- 2.3 The general responsibilities of the Advisory Board members shall include:
- a. Providing input on decision-making about the program;
  - b. Regularly attend board meetings;
  - c. Paying fees in a timely manner;
  - d. Ensuring that PRDSPD students have access to reliable and timely transportation.

2.4 The PRDSPD, through the Plano ISD Board, may purchase goods and services necessary to administer and operate the PRDSPD.

## **3. Personnel**

3.1 The chief administrator of the PRDSPD will be the Deaf Education Coordinator. The Coordinator shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding the daily

operations of the instructional program and approved budgeted expenditures consistent with Plano ISD policy are within the authority of the Coordinator. Plano ISD policy will determine the extent of the administrative authority and contractual power of the Coordinator.

3.2 Plano ISD is responsible for employing and dismissing, both centralized and itinerant staff as determined by the general policies of Plano ISD and in accordance with Plano ISD salary schedule(s). Member Districts input regarding employee performance will be considered by Plano ISD.

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 Plano ISD with whom the employee has a contractual relationship.

3.4 Plano ISD shall ensure that all individuals providing services contemplated under this Agreement and the PRDSPD SSA program must be appropriately certified or licensed to perform the applicable service.

#### **4. Fiscal Agent**

4.1 PLANO INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for PRDSPD. PLANO INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers services to students' age 0 - 22.

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 reviewed by the PRDSPD Advisory Board and adopted by the Plano ISD Board. The Fiscal Agent shall provide accounting services, reports, PRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Plano ISD policies.

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

4.4 The Fiscal Agent will prepare and submit, on behalf of the PRDSPD, any reports or applications required by federal or state law or Plano ISD policy, including but not limited to PEIMS student data reports and other reports required by the Texas Education Agency ("TEA").

4.5 The Fiscal Agent is solely responsible for reporting PEIMS data for all students that attend the centralized PRDSPD on a full-time basis, even if the students are transfer students from another Member District, and will receive applicable average-daily-attendance associated with PEIMS reporting. Member Districts will be responsible for reporting PEIMS data for all students who participated in PRDSPD but do not attend the centralized PRDSPD on a full time basis, and still attend school in the Member District in which they reside.

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 state and federal law and Plano ISD policies. The Fiscal Agent shall require each outside service provider to comply with state and federal laws.

4.7 The Fiscal Agent shall maintain records for purposes of compliance with the Texas Public Information Act, and applicable retention schedules. The PRDSPD's ability to serve the Member Districts' students will require the sharing of records. For this reason, the Member Districts designate the PRDSPD as a "school official" with a legitimate educational interest in the education records of students assigned to the PRDSPD. Similarly, the PRDSPD designates the Member Districts as "school officials" with a legitimate educational interest in the education records of their respective students. Confidentiality of the records maintained by the Member Districts and the PRDSPD will be maintained in accordance with the Family Educational Rights and Privacy Act ("FERPA") and will not be disclosed to any unauthorized third party, unless specifically allowed under FERPA.

4.8 The Fiscal Agent shall notify a Member District of any ARD Committee meetings to be held at the PRDSPD regarding a student of the Member District within a reasonable time, no later than five (5) District business days (according to the Plano ISD administration calendar), prior to the ARD Committee meeting, unless waived in writing by both the Fiscal Agent and the Member District. The Member District is authorized to send a representative to participate in the ARD Committee meeting. The Fiscal Agent agrees to notify a Member District of any excess individual student costs and uncontrollable costs, as defined in paragraph 6.3 herein, associated with ARD Committee decisions regarding a student of the Member District within a reasonable time, no later than five (5) District business days (according to the Plano ISD administration calendar) after the date of the ARD Committee meeting.

## **5. Member District's General Obligations**

5.1 Member Districts agree that any funds assessed under PRDSPD policies or other legal requirements will be remitted within (30) calendar days of receiving a written 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. The students who attend or are served by the PRDSPD are not considered 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 PRDSPD operations.

5.4 Member Districts may enter into, or withdraw from, this Agreement without the need for executing a new Agreement by the other Member Districts. A new district may execute a copy of the Agreement with the PRDSPD without the signature of the other Member Districts. Member Districts terminating this Agreement must do so according to paragraph 6.6 below.

5.5 Any district in Collin, Denton or Dallas County that currently has a student needing deaf education services and is not currently a member of a Regional Day School for the Deaf SSA may join the Plano Regional Day School for the Deaf SSA at any time.

5.6 If the Fiscal Agent elects to terminate this agreement, the Fiscal Agent shall provide written notice to the Member Districts by December 1 of the current year. A meeting of the Advisory board will be held to determine the reconfiguration of the SSA.

5.7 The Member District agrees to notify the Fiscal Agent of any ARD Committee meetings to be held at the Member District regarding a student who is served on a part-time basis by

the PRDSPD within a reasonable time, no later than five (5) District business days (according to the Member District's administration calendar), prior to the ARD Committee meeting, unless waived in writing by both the Fiscal Agent and the Member District. The Fiscal Agent is authorized to send a representative to participate in the ARD Committee meeting.

## **6. Fiscal Practices**

6.1 The Plano RDSPD will operate on a budget reviewed by the Advisory Board and approved by the Plano ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor, classroom teachers, itinerant teachers, interpreters, classroom aids, paraprofessionals, and Regional Day School office staff, as well as any uncontrollable costs, excluding excess individual student costs described in Paragraph 6.3 below, incurred by the PRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among other Member Districts by using a weighted formula. The weighted formula will be based on student services as prescribed by the ARD committee. Uncontrollable costs, which exceed budget allotments, will be charged to Member Districts using the weighted formula to determine each Member District's actual share. The weighted formula contains considerations for instructional minutes per week, travel time to the student, staff-student factor, CART, instructional aid time, and interpreter time. Additionally, any services provided by the Plano ISD special education department will be charged separately and in addition to the weighted formula amount, including but not limited to the following services: occupational therapy, physical therapy, vision, adaptive PE, orientation and mobility, three year re-evaluations, partial re-evaluations, and counselors.

6.3 If an ARD committee determines that a student receiving services at the PRDSPD site requires services resulting in excess individual student costs over the amount received from federal funding, the referring Member District shall be liable for all costs associated with such staff, equipment or services and shall reimburse Plano ISD in full for all such excess individual student costs. These excess individual student costs, incurred based upon an ARD committee's decision, will be billed at the end of each semester to the individual Member District. Pursuant to the timelines set forth in Paragraph 4.8 above, the Member District is to receive advance notice and the opportunity to participate in the ARD Committee meeting where such excess individual student costs will be discussed prior to the Member District being responsible for such costs. Examples of excess individual student costs include, but are not limited to:

- a. Direct nursing services provided before, during, and after the school day; and
- b. Deaf-blind interveners

Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the Member District as individual excess direct student costs, including interpreter services and any other PRDSPD services provided to a Member District's student while assigned to the DAEP or JJAEP. Any services that must be provided at a location other than the PRDSPD site will also be billed individually to the Member Districts as an individual excess direct student cost (e.g., a homebound student). Member Districts shall reimburse Plano ISD within sixty (60) days of receipt of billing.

Any expenses or staffing needs related to transportation are the direct responsibility of the sending Member District (e.g., an aide or nurse to accompany the student on the bus).

6.4 Member Districts will be notified in writing by the Fiscal Agent when the estimated entitlement figures are known by the Texas Education Agency, if excess costs are to be charged back to Member Districts and what the maximum total of their shared excess costs are estimated to

be. The Fiscal Agent can provide the budget, the state and federal grant funding (if available), the number of students enrolled from a Member District for the students that will be billed to the Member District, and the type of services the students are receiving no later than January 15<sup>th</sup> each year.

6.5 A Member District shall not be responsible for any costs associated with the PRDSPD, unless such Member District has a student receiving services from the PRDSPD.

6.6 Should a Member District elect to terminate any or all services provided by the PRDSPD, written notice shall be provided to Plano ISD by December 1 of the current contract year. Request for Reinstatement of services shall be submitted by December 1 of the year prior to reinstatement.

## **7. Risk of Loss**

7.1 Except as otherwise provided in this Agreement, 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, attorneys' 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.

7.3 All assets purchased with PRDSPD funds shall remain the property of the Fiscal Agent in the event of dissolution or termination of this Shared Services Agreement.

7.4 Legal fees, expenses and other costs incurred due to complaints, grievances, administrative proceedings, administrative hearings, or litigation by parents and/or students enrolled in the centralized PRDSPD will be assumed by the Member District in which the student resides, except as provided herein. Member Districts have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the Member Districts, Fiscal Agent and PRDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses and other costs regarding a student, the Member District in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, costs of litigation, attorneys' fees, costs of court (including mediation), damages, costs of settlement paid by the Fiscal Agent or any other liability of any kind assessed against the Fiscal Agent. Further, it is agreed that any reimbursement contemplated herein will not exceed \$20,000 (twenty thousand dollars). Additionally, in the event a court of law or special education hearing officer issues a decision and finds that a student enrolled in the centralized PRDSPD was the victim of sexual abuse, physical abuse, or gross negligence due to misconduct by a Fiscal Agent employee, the Fiscal Agent agrees to reimburse the Member District for an amount not to exceed 50% of the Member District's legal expenses in the matter, at an hourly rate not exceed \$300/hr.

## **8. Transportation**

8.1 Each Member District bears responsibility for providing or contracting for the transportation of students with disabilities that is a resident of the respective Member District to and

from the PRDSPD and provide insurance for the statutory maximum limits of school district liability for motor vehicle accidents.

## **9. Legal Responsibilities**

9.1 Member Districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts unless the student attends the centralized placement in the PRDSPD, except as otherwise provided herein. For students enrolled in the PRDSPD centralized placement, Plano ISD will be the LEA for purposes of the provision of a FAPE and state accountability measures.

9.2 Member Districts are responsible for legal costs, court costs and attorneys' fees, resulting from complaints, grievances, administrative proceedings, administrative hearings and litigation directly involving students who reside in their respective districts, except as provided herein. Member Districts have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the Member Districts, Fiscal Agent and PRDSPD agree to cooperate in good faith in such matters.

9.3 Each Member District and the Fiscal Agent shall be responsible for legal fees, costs and expenses incurred due to complaints, grievances, or litigation arising from the respective Member District or Fiscal Agent's employees, independent contractors, or agents with whom such Member District or Fiscal Agent has a contract or with whom such Member District or Fiscal Agent has an employment relationship. Member Districts and the Fiscal Agent have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the Member Districts, Fiscal Agent and PRDSPD agree to cooperate in good faith in such matters.

9.4 The legal responsibilities stated herein shall survive the expiration of this Agreement.

## **10. The Agreement**

10.1 This Agreement will be renewed annually upon agreement and approval of the Advisory Board unless otherwise terminated by action of TEA or a Member District opts out of this Agreement as provided in Section 6.6, herein. The Fiscal Agent has the authority to call a meeting to amend the agreement at any time after giving the Member Districts 60 days' written notice.

10.2 This Agreement will supercede all previous agreements among the parties in relation to the operation of the PRDSPD and responsibilities under any prior PRDSPD Agreement.

10.3 The Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement. In the event of a breach of this Agreement, the parties shall have all remedies available at law or in equity.

10.4 This Agreement is governed by the law of the State of Texas. Venue, in the event of a suit shall be in the court of appropriate jurisdiction in Collin County.

10.5 The provisions of this Agreement are severable. If any provision of this Agreement becomes or is held to violate 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.

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

10.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education.

10.8 This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

10.9 This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. 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.

10.10 It is understood and agreed that this Agreement may be executed by future Member Districts without the need for approval by the other participating Member Districts. Member Districts may enter or terminate their participation in this Agreement without the signatures of the other Member Districts.

10.11 Notwithstanding any provision of this Agreement, there are no third party beneficiaries to this Agreement. The parties to this Agreement do not intend to confer any rights to this Agreement, including, without limitation, the right to sue to enforce this Agreement, to any non-party.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**ALLEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

**FRISCO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President



McKINNEY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

PLANO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

ANNA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

BLUE RIDGE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

CELINA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

COMMUNITY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

FARMERSVILLE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

LOVEJOY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

MELISSA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

PRINCETON INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

PROSPER INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

WYLIE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

COPPELL INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

RICHARDSON INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President