

**HUMBLE INDEPENDENT SCHOOL DISTRICT
AMENDMENT TO CONTRACTED SERVICES AGREEMENT
To Begin the 2024-25 school year**

This Amendment, effective the date of final signature, is between the Humble Independent School District (hereinafter the "District") and the independent school districts of New Caney, Sheldon, Crosby, Dayton, and Huffman (collectively "RDSPD Member Districts") (hereinafter the "Contractor"). In the event of a conflict between the Agreement and any other Amendment, the most recent Amendment, and all accompanying addendums, shall control.

WHEREAS, the District and Contractor entered into a Contracted Services Agreement/Shared Services Agreement on August 15, 2023 (the "Agreement"); and

WHEREAS, both Parties now wish to amend the Agreement's terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agrees to the following modifications:

1. **TERMS & CONDITIONS:** The original terms and conditions are hereby amended as follows, (reference applicable Agreement sections, if necessary):

In Sections 6.2 and 6.3, the tuition per eligible student is hereby amended to be \$16,500 per student included in the RDSPD PEIMS count (direct service students), and \$2000 for each eligible student who is served as DHH but not included in the RDSPD PEIMS count (consult students).

2. **DATA PROTECTION ADDENDUM:** The Agreement includes the Data Protection Addendum located at https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3592/HumbleISD/3464558/Data_Addendum_08.21.23.pdf

By signing below, the Contractor's signatory confirms and covenants that they are legally authorized to bind the Contractor to the terms of this Amendment to begin with the 2024-25 school year. All other terms and conditions of the Agreement shall remain in full force and effect.

CONTRACTOR: New Caney ISD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

HUMBLE INDEPENDENT SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR: Sheldon ISD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR: Crosby ISD

Signature: _____

Printed Name: JR Humphries

Title: Board President

Date: 5/22/2024

DocuSigned by:

7C0D4782C00041A...

CONTRACTOR: Dayton ISD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

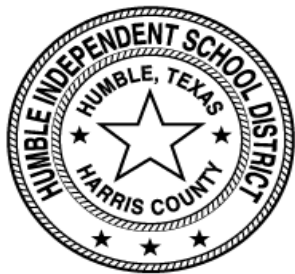
CONTRACTOR: Huffman ISD

Signature: _____

Printed Name: _____

Title: _____

Date: _____



DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**Addendum**”) is entered into by and between **Contractor** and the **District** (collectively referred to herein as the “Parties” or individually as a “Party”), to address data privacy and protection of District Data (as defined below), and is made part of the signed **Agreement** between the Parties, where this Addendum is incorporated by reference, or the cooperative contract through which the District is procuring Contractor’s services (“**Cooperative Contract**”). This Addendum shall be effective as of the effective date set forth in either the Agreement or Cooperative Contract (“**Effective Date**”). The Addendum shall serve as a condition to Contractor’s access to District Data in connection with the Agreement. Terms not defined in this Addendum shall have the same meaning as the main Agreement between the Parties. In the event of any conflicts or inconsistencies between or among this Addendum, the Agreement, and/or applicable law, the Parties agree that the requirement that affords the most protection to District Data will supersede and prevail.

1. Definitions.

- a. **"District Data"** means all information, including, but not limited to, business, administrative, financial, student, and personnel information, and work product or other intellectual property that is: (1) created by the District, its employees, contractors, agents, affiliates, students, parents, and users, or provided or otherwise made available to Contractor, its employees, agents, or subcontractors by the District, its employees, contractors, agents, affiliates, students, parents, and users through the Services or otherwise in connection with the Agreement, or (2) gathered by Contractor, its employees, agents, or subcontractors through the Services or other means (e.g., Contractor technology) in connection with the Agreement. District Data includes, but is not limited to:
 1. Personal identifiers such as name, address, phone number, date of birth, Social Security number, identification number, persistent unique identifiers, and the like;
 2. Any personal information protected by law, including, but not limited to:
 - a. "personally identifiable information" and student "education records" as those terms are defined under the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA");
 - b. "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA");
 - c. "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA");
 - d. "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA");
 - e. "covered information" as defined under Chapter 32, Subchapter D, Texas Education Code;
 - f. "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code);
 - g. "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809 ("GLB");
 - h. credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards ("PCI-DSS");
 3. Other financial account numbers, access codes, driver's license numbers;
 4. State or federal identification numbers such as passport, visa or state identity card numbers;
 5. Information that identifies an individual and relates to the physical or mental health or condition of the individual, the provision of health care to the individual, or payment for the provision of health care to the individual; and
 6. The types or categories of information expressly listed in Exhibit A attached hereto, if any.

District Data does not include information that has been “de-identified” as that term is defined by the U.S. Department of Education Privacy Technical Assistance Center for purposes of FERPA.

- b. **“Contracted Third Party”** means a subcontractor or other third party with whom the Contractor has contracted to provide Work for or on behalf of the Contractor for a District Purpose under the Agreement.
- c. **“Mining District Data”** means to search through, access, manipulate, or extract District Data for a purpose other than providing Work to the District for a District Purpose under the Agreement.
- d. **“District Purpose”** means a purpose that is directed by or customarily takes place at the direction of a school district, school campus, or teacher or assists in the administration of school activities, including instruction in the classroom or at home, administrative activities, and collaboration between students, school personnel, or parents, or is otherwise for the use and benefit of the school district and the provision of services under the parties’ Agreement.
- e. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88r1 guidelines relevant to data categorized as high security.
- f. **“Security Incident”** means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use, or circumstances that are reasonably expected to have exposed District Data to unauthorized disclosure, access, alteration, or use.
- g. **“Targeted Advertising”** means presenting an advertisement to a student in which the advertisement is selected for the student based on information obtained or inferred over time from the student's online behavior, usage of applications, or covered information. The term does not include advertising to a student at an online location based on the student's visit to that location at that time, or in response to the student's request for information or feedback, without the retention of the student's online activities or requests over time for the purpose of targeting subsequent advertisements.
- h. **“Work”** means the products and/or services provided to the District by Contractor in connection with the Agreement.

Technical terms not defined herein that have a well-known technical or trade meaning, shall be held to have such recognized meaning.

2. Rights and License in and to District Data.

The Parties agree that, as between them, all rights in and to District Data shall remain the sole and exclusive property of the District, and the District hereby authorizes the Contractor to access, maintain, use, and disclose District Data, subject to the terms and conditions of the Agreement, this Addendum, and applicable law, as reasonably necessary to provide the Work to the District for a District Purpose under the Agreement. Contractor has no rights, implied or otherwise, to District Data, except as expressly stated in this Addendum.

3. Contractor’s Use and Disclosure of District Data.

- a. Contractor is prohibited from Mining District Data unless such activity is permitted by law and expressly authorized by the District in advance in writing, including but not limited to the provision or improvement of the services provided under the Agreement.
- b. Except as expressly permitted under the Agreement, Contractor will not disclose District Data, including any goods, products, materials, documents, reports, writings, video images, photographs, papers, or software or computer images of any nature prepared by Contractor, its employees, agents, or subcontractors that incorporate District Data, to any other person or entity.
- c. To the extent permitted by law, and as reasonably necessary to provide the Work to the District for a District Purpose under the Agreement, Contractor may provide access to, export, transfer, or otherwise disclose District Data to Contractor’s employees and Contracted Third Parties. Contractor shall be responsible for ensuring that Contracted Third Parties shall comply with the terms of this Addendum including but not limited to the maintenance, use, and disclosure of District Data. Contractor shall be solely responsible for any violation of this Addendum by a Contracted Third Party, or any other agent, contractor, or employee of Contractor or the Contracted Third Parties.
- d. Contractor shall, prior to disclosing District Data, ensure that any Contractor employees, agents, and subcontractors who will have access to District Data have, prior to any such access, undergone appropriate, commercially reasonable

background screening and other screening as required by law, and that any such employees, agents, and subcontractors possess all necessary qualifications and have read, understood, and received appropriate instruction as to how to comply with the requirements of the Agreement, this Addendum, and applicable law.

- e. If, in connection with the Agreement, the Contractor must create, obtain, transmit, use, maintain, process, or dispose of personal information that is protected by law or financial or business data that has been identified to the Contractor as having the potential to affect the accuracy of the District's financial statements, Contractor shall perform the following background checks on all employees, subcontractors, and agents that are reasonably expected to have access to such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).
- f. Contractor will not otherwise access or use District Data or share District Data with or disclose it to any third party without the prior written consent of the District, except as required by law in accordance with Section 8 of this Addendum.

4. FERPA Acknowledgements.

- a. Contractor acknowledges that, for purposes of the Agreement, it will be designated a "school official" with "legitimate educational interests" in "personally identifiable information" and student "education records", as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials.
- b. The District and Contractor expressly agree that: (1) the services/functions to be provided by Contractor are services/functions for which the District would otherwise use its own employees; (2) Contractor has been determined to meet the criteria set forth in the District's annual notification of FERPA rights for being a school official with a legitimate educational interest in "personally identifiable information" and student "education records" for purposes of the Work; (3) Contractor is under the District's direct control with respect to its access to, maintenance of, use of, and disclosure of "personally identifiable information" and student "education records"; and (4) unless Contractor has specific authorization from the District to do so and it is otherwise permitted by FERPA, Contractor will access and use "personally identifiable information" and student "education records" only for the purpose for which the disclosure was made and will not re-disclose "personally identifiable information" and student "education records" to other parties.
- c. To the extent that students or parents/guardians are required to accept or are otherwise made subject to any separate terms of use, privacy policies, or other agreement(s) (e.g., click-through agreements) in connection with the Work or the Agreement, Contractor shall ensure that no such agreement(s) (including any Contracted Third Party's agreement(s)) require the student or requestor/guardian to waive any rights or other protections to which he/she may be entitled under FERPA. Any provision in such agreement(s) to the contrary shall be null, void, and without effect.

5. Data Privacy and Security.

- a. District Data, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. Contractor will store and process District Data in accordance with commercially best practices, including, but not limited to, implementing and maintaining appropriate administrative, physical, and technical safeguards. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than commercially reasonable in view of the type and nature of the data involved. These requirements shall be extended by contract to all subcontractors and agents used by Contractor.
- b. Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing the Work under the Agreement and accessing, using, and disclosing District Data in connection therewith.
- c. Without limiting the foregoing, Contractor, its agents, and subcontractors, as applicable, shall meet or exceed the following requirements in maintaining the privacy and security of District Data in connection with the Agreement:
 - i. PCI-DSS v3.2 requirements;
 - ii. TIA 942 Class 4 Data Center Standards or a substantially similar standard;

- iii. All electronic District Data will be encrypted in transmission using Transmission Layer Security (TLS) v1.2 or greater (including via web interface or equivalent); and
- iv. All electronic District Data stored on a mobile device, laptop, desktop or any other device will be encrypted at no less than AES 256-bit level encryption.
- d. Contractor shall, upon request, provide the District with a reasonably detailed written summary of the procedures Contractor, its agents, and subcontractors use to maintain and transmit District Data.
- e. District Data shall not be stored outside the United States without the District's prior written consent.
- f. Contractor will take commercially reasonable measures, including, but not limited to, audit trails, to protect District Data from deterioration or degradation of data quality, integrity, and authenticity.
- g. Contractor will, at least daily, back up District Data in a commercially reasonable manner and retain any such backups for a minimum of six (6) months, unless otherwise required by law.

6. Security Incidents.

- a. Response. Upon becoming aware of a Security Incident, Contractor will immediately within the time reasonably necessary for the Parties to comply with applicable legal requirements: (i) notify the District's Superintendent of Schools with a copy to the Cybersecurity Coordinator, as designated in Humble ISD Board CQB (Local , and Coordinator of Resource Materials within 24 hours of the Security Incident to begin remediation of compromised data, (ii) fully investigate the incident, and (iii) cooperate as reasonably requested with the District's investigation of and response to the incident. Notices under this Section must be in writing and sent to each recipient listed above, immediately by email to infosec@humbleisd.net, and with a copy by certified U.S. Mail, return receipt requested, nationally recognized overnight service, or personal delivery to Humble ISD's Superintendent's Office, 10203 Birchridge Dr. Humble, Texas 77338, and will be effective upon receipt by the intended recipient. The notice shall include: (1) a list of the types of personal information that were or are reasonably believed to have been the subject of the Security Incident, and (2) a description of the circumstances surrounding the Security Incident, including but not limited to, the actual or estimated time or date of the Security Incident, and whether the notification was delayed as a result of a law enforcement investigation. The Contractor shall take immediate steps to limit and mitigate the damage of such Security Incident to the greatest extent possible. Except as otherwise required by law, and without affecting Contractor's obligations under Section 7(b), below, the District will be solely responsible for providing any breach notification required by laws applicable to District Data in connection with the Security Incident, and Contractor will not provide notice of the incident directly to individuals whose personal information was involved, regulatory agencies, or other entities, without prior written permission from the District.
- b. Indemnification. To the fullest extent permitted by law, and in addition to any other remedies available to the District under contract, law, or equity, to the extent that any Security Incident arises or results from Contractor's, its employees', agents', or subcontractors' failure to comply with any requirement of the Agreement, this Addendum, or applicable law, the Contractor hereby agrees to indemnify, hold harmless, and defend the District, its trustees, agents, employees, contractors, and volunteers from and against any and all claims, demands, causes of action, liability, fines, penalties, costs, damages, losses, judgments, and expenses (including attorneys' fees), including, but not limited to: (1) all costs reasonably incurred by the District in connection with the investigation and remediation of such Security Incident; (2) the cost of providing notification to individuals or entities whose information was compromised and to regulatory agencies or other entities as required by law or contract; (3) providing one year of credit monitoring to affected individuals if personal information exposed during the incident could be used to commit identity theft; (4) all crisis management, regulatory response, and other privacy liability costs; and (5) the payment of legal fees, audit costs, fines, civil penalties, and other fees imposed against the District in connection with the Security Incident.

7. Response to Legal Orders, Demands or Requests for Data.

- a. Except as expressly prohibited by law, Contractor will:
 - i. Immediately, and before disclosing any District Data, notify the District, in writing, of any subpoenas, warrants, or other orders, demands or requests received by Contractor, its employees, agents, or subcontractors seeking District Data;

- ii. Reasonably consult with the District regarding Contractor's response, which may include, but is not limited to, directing the requestor to seek the information directly from the District, as appropriate;
 - iii. Cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the order, demand, or request; and
 - iv. Upon the District's request, provide the District with a copy of its response.
- b. If the District receives a subpoena, warrant, or other order, demand, or request (including, but not limited to, a request for information pursuant to the Texas Public Information Act, FERPA, or similar law) seeking District Data in the Contractor's, its employees', agents', or subcontractors' possession, custody, or control, the District will provide information regarding the request to Contractor and provide a deadline by which the Contractor must supply the District with records or information required for the District to timely respond to the request. Contractor will ensure that all requested records and information are supplied to the District by the deadline provided by the District and will reasonably cooperate with the District's other requests in connection with the District's response.

8. Data Transfer/Destruction.

- a. Upon termination of the Agreement, or as otherwise requested by the District in writing, Contractor shall ensure that all District Data in Contractor's, its employees, agents, and subcontractors' possession, custody, or control is transferred to the District (or a third party designated by the District) as reasonably directed by the District.
- b. Transfer of District Data to the District (or a third party designated by the District) shall occur within a reasonable period of time following termination of the Agreement or the District's written request. Contractor will use commercially reasonable efforts to ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its designated transferee, and to the extent reasonably technologically feasible, that the District will have access to District Data during the transition.
- c. If the District requests destruction of any District Data at any time, not later than sixty (60) days after the date of the District's request or otherwise specified in the written request, Contractor shall Securely Destroy all such District Data in its possession, custody, or control and ensure that all District Data in the possession, custody, or control of Contractor's employees, agents, and subcontractors is Securely Destroyed. The Contractor agrees to provide documentation of data destruction to the District upon the District's reasonable request.
- d. Contractor will promptly notify the District in writing of any change in Contractor's, its employee's, agent's, or subcontractor's business or other circumstances that affect District Data, including, but not limited to, any impending transfer, or cessation of business or unlawful conduct. Contractor will reasonably cooperate with the District to minimize the effect of any such change in circumstances on the District, which may include, but is not limited to, providing a full inventory of all District Data in the Contractor's, employees', agents', and subcontractors' possession, custody, or control and the location of same.
- e. The Parties may not assign their rights, duties, or obligations under this Addendum, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this Addendum without consent in connection with any merger (including without limitation by operation of law), acquisition, consolidation, reorganization, or sale of all or substantially all of its related assets upon providing notice to the other Party.. In this event, the District may terminate this Addendum immediately without penalty. This Addendum inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

9. Audits.

- a. The District reserves the right in its sole discretion to perform audits of Contractor, at the District's expense, to ensure compliance with the terms of this Addendum. The Contractor shall reasonably cooperate, and shall ensure that any Contractor employees, agents and subcontractors reasonably cooperate, in the performance of such audits. Such audits shall only occur upon prior written notice to Contractor and in such a manner as to not unreasonably disrupt Contractor's operations.
- b. Contractor, or the data center(s) where Contractor maintains its systems and/or District Data, will, at Contractor's or such data center's expense, conduct or have conducted at least annually, a/an:
 - i. American Institute of CPAs Service Organization Controls (SOC) 2 Type II audit, or other commercially

reasonable security audit, which attests the Contractor's or data center's security policies, procedures, and controls;

- ii. Commercially reasonable vulnerability scan of the Contractor's or data center's electronic systems and facilities that are used in any way to provide Work or process or maintain District Data in connection with the Agreement; and
 - iii. Commercially reasonable formal penetration test of the Contractor's or data center's electronic systems and facilities that are used in any way to provide Work or process or maintain District Data in connection with the Agreement.
- b. Additionally, the Contractor shall provide the District, upon request, commercially reasonable summary results of the above audits and promptly modify its security measures as reasonably necessary based on those results in order to meet its obligations under the Agreement, this Addendum, and applicable law. The District may require the Contractor to perform additional audits and tests, at the District's expense, based on reasonably agreed upon objectives, the results of which shall be provided promptly to the District.

10. Compliance.

- a. Except as otherwise specified in the Agreement or this Addendum, Contractor agrees to use commercially reasonable efforts to assist the District as necessary to maintain the privacy and security of District Data in accordance with the Agreement, this Addendum, and applicable law, as such law may be amended from time to time.
- b. Contractor warrants that the Contractor and the Work shall be fully compliant, and will not adversely affect the District's compliance, with the relevant requirements of all state and federal laws, regulations, and guidance governing access to and use, maintenance, and disclosure of District Data.
- c. Contractor warrants that any employees, agents, and subcontractors (including Contracted Third Parties) used by Contractor to provide the Work or otherwise fulfill Contractor's obligations under the Agreement will be subject to and will comply with the Agreement, this Addendum, and applicable law in the same manner that Contractor itself is subject to the terms of the Agreement, this Addendum, and applicable law.
- d. Upon the effective date of any amendment or issuance of laws, regulations, and guidance governing access to or use, maintenance, or disclosure of District Data, this Addendum shall automatically be amended to conform with such requirements. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the District and Contractor, and their respective employees, subcontractors, and agents to comply with any such laws, regulations, and guidance.

11. Term and Termination.

- a. Term. This Addendum will become effective upon the Effective Date. Notwithstanding the termination of the Agreement, this Addendum will continue in full force and effect until all District Data has been returned to the District or Securely Destroyed in accordance with Section 9.
- b. Termination by the District. Notwithstanding any contrary provision of the Agreement, the District may immediately terminate the Agreement, including this Addendum, for cause, without penalty, liability, or further obligation to Contractor, if the Contractor, its employee, agent, or subcontractor has breached a material term of this Addendum and fails to cure such breach within ten (10) days after Contractor's receipt of written notice of such breach from the District.

12. Marketing/Advertisement.

Contractor shall not use District Data for advertising or marketing purposes or to engage in any activity prohibited under Chapter 32, Texas Education Code, such as: (1) Targeted Advertising if the target of the advertising is based on any information acquired by Contractor for a District Purpose in connection with the Agreement, (2) marketing educational products directly to a student's parent if the marketing is the result of the use of information obtained by Contractor for a District Purpose in connection with the Agreement, (3) using information created or gathered by Contractor in connection with the Agreement to create a profile about a student for a purpose other than a District Purpose, or 4) selling or renting District Data. Any other use of District Data for advertising or marketing purposes shall be strictly prohibited unless Contractor has obtained the District's prior written consent.

13. Remedies.

The Parties agree that, in addition to any legal or equitable rights and remedies of the District under the Agreement, this Addendum, or applicable law, Contractor's, its employee's, agent's, or subcontractor's access to, disclosure of, or use of (or threat to access, disclose, or use) any District Data in breach of the Agreement, this Addendum, or applicable law shall be deemed to cause irreparable harm, for which monetary damages would not provide adequate compensation, that justifies injunctive relief against such breach or threatened breach without proving actual damage or posting a bond or other security. The Contractor further agrees to forfeit any fee(s) or other compensation payable by the District under the Agreement in the event the District terminates the Agreement for breach of any term of this Addendum.

14. Entire Agreement.

This Addendum and the provisions of the Agreement, if any, directly concerning the privacy and security of District Data provided to the Contractor in the course and scope of providing the Work to the District constitute the entire agreement between the Parties regarding such subject matter and supersede any and all prior and contemporaneous representations, discussions, negotiations, and agreements—oral or written—by and between the Parties. The District expressly rejects any other agreements, terms, conditions, or policies, including, any terms of use, licensing agreements, privacy policies, or other agreements or understandings, that may be pre-published on any Contractor order acknowledgments, invoices, or forms, or otherwise provided by Contractor or any third party in connection with the Work, whether electronic, click-through, verbal, or in writing, regardless of any agreement thereto by District employees or agents, and any such agreements shall be null, void, and without effect unless properly executed by the District and incorporated into this Addendum in a valid amendment hereto.

15. Severability.

If any provision of this Addendum is determined to be illegal or unenforceable, then that provision shall be deemed stricken, and all remaining provisions shall remain in full force and effect.

16. Immunities.

Nothing in this Addendum shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District, its trustees, officers, or employees may be entitled.

17. Health Insurance Portability and Accountability Act.

If the District determines that the Contractor, its employees, agents, or subcontractors will access, maintain, use, or disclose "protected health information subject to the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5) ("HITECH"), or the Texas Medical Records Privacy Act, Tex. Health & Safety Code Ann. § 181.001 *et seq.* ("TMRPA"), in addition to and as part of the terms and conditions of the Agreement and this Addendum, the Parties agree to enter into a Business Associate Agreement, in form and substance reasonably agreeable to both Parties, providing for the privacy and security of such protected health information as required by HIPAA, HITECH, and the TMRPA, as such laws may be amended from time to time by the authorities having jurisdiction thereof.

Humble Regional Day School Program for the Deaf Shared Services Agreement 2023-24

Whereas the Texas Legislature and Texas Education Agency have determined that school districts may enter into a Shared Service Arrangement ("SSA") to jointly operate a specific education program; and

Whereas the independent school districts of Humble, New Caney, Sheldon, Crosby, Dayton, and Huffman (collectively "Member Districts") hereby agree to cooperatively operate their special education programs under authority of Section 29.007 of the Texas Education Code and Section 791.001 et seq., of the Texas Government Code as Humble Regional Day School Program for the Deaf ("Humble RDSPD" or the "Program") for eligible students under the Individuals with Disabilities Education Act ("IDEA") who meet the conditions for Deaf or Hard of Hearing ("DHH"), formerly Auditory Impaired ("AI"), and who are placed in the Humble RDSPD by an ARD committee; and

Whereas the combined student enrollment in the Member Districts justifies the funding of a cooperative education program including supportive and supervisory staff, Member Districts hereby agree to the following:

1.0 PURPOSE OF THE SHARED SERVICE ARRANGEMENT

The purpose of the Humble RDSPD is to provide a quality special education program, including the necessary supportive and supervisory services, to eligible students ages 0-21 who meet the conditions for eligibility as AI/ DHH who reside in Humble Independent School District ("Humble ISD"), New Caney Independent School District ("New Caney ISD"), Sheldon Independent School District ("Sheldon ISD"), Crosby Independent School District ("Crosby ISD"), Dayton Independent School District ("Dayton ISD"), and Huffman Independent School district (Huffman ISD). All educational alternatives for AI/DHH students in member Districts shall be combined into one cooperative educational program.

It is agreed and understood that any student in a Member District 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 Humble RDSPD, subject to the Admission, Review, & Dismissal ("ARD") Committee recommendations. Moreover, the Humble RDSPD shall follow the guidelines developed by the Texas Education Agency ("TEA") and the interagency Council on Early Childhood Intervention ("ECI") memorandum agreement regarding educational services to infants and toddlers, ages 0-2, who meet the conditions for eligibility as Deaf or Hard of

Hearing.

Educational alternatives shall range from total integration into general education classes with supportive services to inclusion into a full day special education setting. Additional DHH services shall include parent-infant training, mainstream supportive itinerant services, and audiological management services. Students requiring sign language as their primary mode of communication will receive services within the boundaries of the fiscal agent, Humble ISD, at one of the designated site campuses. Other students will stay in their home district and receive DHH services through itinerant staff. 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 MEMBERSHIP IN THE SHARED SERVICES ARRANGEMENT

Humble RDSPD shall be composed of Humble ISD, New Caney ISD, Sheldon ISD, Crosby ISD, Dayton ISD, and Huffman ISD. By entering into this SSA, the Member Districts do not intend to create a separate or additional legal entity.

2.1 Entry into Humble RDSPD

Any school district that wishes to become a member of the Humble RDSPD may make application by letter to the fiscal agent Special Education Director and must be approved by the Management Board. A school district that wishes to become a member must be in agreement with the Shared Services Agreement of Humble RDSPD.

2.2 Support Services to Students in Non-Member Districts

A non-member district with students who are eligible for special education services as AI may request services from Humble RDSPD, if desired. The request for services shall be made in writing to the Special Education Director of the fiscal agent for Humble RDSPD. A representative from the non-member district shall be present at a Management Board meeting to present information and clarification of information regarding the specific needs of the student(s) being considered for Humble RDSPD services. Acceptance shall be contingent upon approval by the Humble RDSPD Management Board. Factors to be considered included, but are not limited to, the type of services needed, whether additional Humble RDSPD staff will have to be employed to serve the student, whether the non-member district is a member of any other shared services arrangement, whether the non-member district can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student, whether the non-member district will agree to transfer funds applicable to the education of the student as AI to

the Humble RDSPD as appropriate and allowable, whether the non-member district will pay all other costs incurred by the Humble RDSPD in providing educational services to the student(s), and whether the non-member district will agree to assume all or its share of attorney's fees and costs associated with any legal action brought by the student or his or her parents as noted in Section 5.2.

The placement of non-member students shall be reviewed at any time deemed appropriate and/or necessary. Non-member districts seeking services for students will be encouraged to apply for membership to the Humble RDSPD; in such case, the costs for providing services will be included in the tuition per eligible student as described in section 6.2.

2.3 Withdrawal from Humble RDSPD

To allow sufficient time for planning, a Member District withdrawing from participation in the Humble RDSPD shall inform the Management Board, in writing by January 1st of the last fiscal year it intends to remain a member. Any Member District which withdraws from Humble 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 Humble RDSPD, the former Member District assumes responsibility for the education of its Deaf/Hard of Hearing students.

On or before the effective date of withdrawal, the withdrawing Member District shall return to the fiscal agent any supplies, equipment or fixtures in its possession that were purchased with Humble RDSPD funds.

3.0 GOVERNANCE OF THE HUMBLE RDSPD

Humble RDSPD shall operate under the direction of the Management Board and shall be governed by the administrative guidelines adopted by the Management Board as directly administered by the fiscal agent district. Humble ISD shall serve as fiscal agent and program administrator for the Humble RDSPD. Change in fiscal agent is accomplished by action of the Management Board upon notification of withdrawal of the fiscal agent. Humble RDSPD administrative offices shall be located at 20200 Eastway Village Dr., Humble, TX 77338.

3.1 The Management Board

The Management Board shall be comprised of the superintendents of the Member Districts or their designated representatives, and a representative from the fiscal agent. Management Board decisions are made on the basis of majority vote with each member of the Management

Board having one (1) vote. Non-voting members may be included in the Management Board. The Management Board will meet at least two (2) times per year to review the SSA Agreement and to consider matters pertaining to the Program. Additional meetings may be called by the Chairperson of the Management Board on an as-needed basis. The Management Board may review and act on changes that occur and affect the budget for the Humble RDSPD. Superintendents will keep their Member District boards of trustees advised of the actions of the Humble RDSPD.

No member of the Management Board will receive compensation for his or her services. The Management Board shall have the following powers and duties:

- a) To select a substitute chairperson from among the Member Districts if the chairperson is absent;
- b) To acquire, hold and sell supplies, materials, equipment, and/or personal property;
- c) To receive bequests, donations, or other monies or property;
- d) To contract from time to time for professional services required for the administration and operation of the Humble RDSPD;
- e) To authorize the preparation of an annual budget, to adopt and amend the annual budget, to authorize preparation of periodic reports and disbursements;
- f) To determine annually the share of operating funds to be contributed by each Member District to the fiscal agent for the maintenance of the Humble RDSPD and to authorize the flow of federal and state funds to the fiscal agent district to be incorporated into the Humble RDSPD budget;
- g) To order an audit by the fiscal agent's auditor of accounts of the Humble RDSPD annually following the close of the fiscal year, charging the cost of the audit to the Humble RDSPD;
- h) To establish operating guidelines for the performance of the Humble RDSPD's business in accordance with state and federal requirements; and
- i) To take such other action as may be necessary in connection with the administration and operation of the Humble RDSPD.
- j) Any matter brought before the Management Board shall be decided by majority vote. In case of a tie vote, the decision of the Chairperson shall prevail.

3.2 Chairperson of the Management Board

The superintendent of the fiscal agent, or designee, shall serve as Chairperson of the Humble

RDSPD Management Board. The Chairperson shall preside over meetings of the Management Board and call meetings upon the request of any Management Board member. The Chairperson is responsible for establishing the meeting date, place and time. Written notification of such meetings shall be provided to all Management Board members at least five working days in advance of such meetings. A tentative agenda shall be 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 that arise during the course of the meeting. The Chairperson shall ensure that official minutes are recorded of each official meeting. The Management Board Chairperson may establish committees as needed. In the event of the absence of the Chairperson, the Management Board may select a substitute chairperson from among the Member Districts.

3.3 Regulations

The Humble RDSPD shall operate 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 Humble RDSPD administrative guidelines approved by the Management Board.

4.0 ADMINISTRATIVE RESPONSIBILITIES OF THE HUMBLE RDSPD FISCAL AGENT

The fiscal agent functions as agent for and on behalf of the Member Districts and shall:

- a) Administer the program on a day-to-day basis in accordance with the administrative guidelines of the Humble RDSPD
- b) Submit the Standard Application, amendments, and final reports
- c) Develop the budget to recommend to the Management Board in conjunction with the Program Coordinator as outlined herein
- d) Disburse program funds
- e) Prepare and submit necessary data and reports to TEA, including but not limited to, Public Education Information Management System (PEIMS) student data for each student receiving Humble RDSPD services within the boundaries of the fiscal agent. For students receiving Humble RDSPD services in their home district, the Member District

will report all required PEIMS data. It shall be the responsibility of each Member District to provide a PEIMS 011 record to TEA as indicated in Section 5.2 below.

- f) Be responsible for Program personnel and curriculum
- g) Maintain all Humble RDSPD program records
- h) Purchase, maintain, safeguard, distribute, dispose of and account for all assets purchased with monies funded to the Humble RDSPD
- i) Maintain and audit monies funded to the Humble RDSPD
- j) Perform any other such responsibilities normally associated with Program administration
- k) If the fiscal agent intends to withdraw from the position, notify other Member Districts by January 1st of the last fiscal year it intends to serve as fiscal agent, notify the Texas Education Agency by February 1st, and arrange for an independent audit of accounts.

5.0 RESPONSIBILITIES OF MEMBER DISTRICTS

5.1 Provision of Space

The fiscal agent shall provide suitable and sufficient classroom space to accommodate the needs of Humble RDSPD staff and students who are receiving Humble RDSPD services within the boundaries of the fiscal agent. The fiscal agent shall also provide office space for supportive personnel and storage space for materials and supplies. The Member District is responsible for providing space for the provision of Humble RDSPD services to students receiving those services within the Member District.

5.2 Member Districts

Each Member District shall maintain ultimate responsibility for the education of students who reside within their district, whether the student is served in the local program, the Humble RDSPD, or the Texas School for the Deaf. Therefore, matters may be referred to a Member District when deemed appropriate by the Humble RDSPD Management Board. If the Humble RDSPD serves a DHH student from a non-member district, the sending non-member district maintains ultimate responsibility for the education of the student under this agreement.

Each Member District shall be responsible for providing a PEIMS 011 record to TEA. Each Member District will make all required PEIMS data reports for students receiving Humble RDSPD services within the Member District and not within the boundaries of the fiscal agent.

Each Member District shall be represented at ARD committee meetings considering the educational needs of Deaf or Hard of Hearing students from the Member District and shall share

in the decision-making responsibilities of the ARD committee. Each Member District representative shall inform the Humble RDSPD of any changes in the student location or status. Each Member District shall have written policies and procedures for providing due process rights and handling grievances of parents and/or Deaf or Hard of Hearing adult students from their district. Each Member District is responsible for all legal costs associated with a due process hearing or other legal proceeding pursuant to the IDEA filed on behalf of a student receiving Humble RDSPD service under this SSA, as well as the costs associated with any program, placement or relief resulting from the due process hearing.

Each Member District shall maintain legal liability insurance for its district. Humble RDSPD employees shall be covered on the legal liability insurance policies of the fiscal agent who employs them. It is agreed that each Member District will cooperate with one another in the preparation of any defense arising out of this SSA.

5.3 Referral Procedures

Each Member District is responsible for following child find and referral procedures as outlined in state and federal laws and regulations. Each Member District shall refer all students ages 0-2 to their local Early Childhood Intervention ("ECI") program(s) for determination of eligibility and need for services. If students are eligible for services through the local ECI program(s), the Humble RDSPD Parent-Infant teacher will participate in the Individual Family Services Plan ("IFSP") meetings.

5.4 Transportation

The Member District sending students to services in the Humble RDSPD within the boundaries of the fiscal agent is responsible for transportation between the student's residence and the program site location. The Member District may elect any mode of transportation appropriate, including, but not limited to, parent-contracted transportation, district-operated transportation, or commercially contracted transportation. The Member District must provide transportation for students choosing to participate in extracurricular activities, clubs, and tutoring.

The Member District is responsible for transportation of students to facilitate contracted assessments. Each Member District is responsible for student transportation needed for evaluations.

6.0 FISCAL MANAGEMENT

6.1 Application for Funding

The Program Coordinator 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. The Humble RDSPD shall be funded with Regional Day School funds to the maximum extent possible. Applications shall be reviewed by the Humble RDSPD fiscal agent district to establish priorities for expenditure of available monies and to facilitate active participation in the process to ensure efficient and effective programming for participating students who meet the conditions for eligibility as Deaf or Hard of Hearing.

Application amendments shall be necessary from time to time as priorities, Humble RDSPD program focus, and Humble RDSPD students change. The Humble RDSPD Management Board shall approve amendments prior to submission to the Texas Education Agency.

The program budget application shall be submitted to the Texas Education Agency for approval. The Program Coordinator shall prepare and administer the program budget application in accordance with guidelines set forth by state laws and regulations, TEA guidelines, and the Financial Accounting Module.

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.

6.2 Tuition

In exchange for participation in the Humble RDSPD, New Caney ISD, Sheldon ISD, Crosby ISD, Dayton ISD, and Huffman ISD agree to pay \$14,500 per eligible student from their district who is enrolled in the Program and included in the RDSPD PEIMS count ("direct service students"), and \$200 for each eligible student who is served as DHH but not included in the RDSPD PEIMS count ("consult students"). New Member Districts must agree to pay the per student tuition as a condition of joining the Humble RDSPD.

In the event an eligible student from a Member District requires services above and beyond amounts that are budgeted by the fiscal agent for the RDSPD for that fiscal period, then the fiscal agent may seek contribution from the Member District for reimbursement for such services, in addition to those options outlined in section 6.4.

6.3 Fee Invoicing

The fiscal agent shall invoice Member Districts as follows: \$14,500 per student PEIMED as RDSPD, and \$200 per student served as AI/DHH but not included in the RDSPD PEIMS count, per contract term period, to be invoice by fiscal agent on a pro-rated quarterly basis. Payment from Member Districts shall be due and payable within 30 days of date of invoice.

6.4 Shared Service Arrangement Budget Shortfall

If funding for the Humble RDSPD does not cover the educational needs of all students and/or uncontrollable costs are incurred by the Humble RDSPD, the Humble RDSPD Management Board will convene a special meeting to discuss and act on the issue. If the Management Board is unable to come to a consensus regarding any budget shortfall, then the shortfall may be pro-rated among the Member Districts on a per-pupil basis. Any pro-rated contributions from Member Districts that are unexpended by the Humble RDSPD at the end of a budget year will be rolled forward by the fiscal agent to be utilized by the RDSPD for the next budget year.

6.5 Member District Responsibility for Outside Contracts

As indicated in Section 5, each Member District shall maintain ultimate responsibility for the provision of a free appropriate public education to its resident students. Accordingly, each Member District shall negotiate and be solely responsible for payment of individual contracts with non-public schools, governmental agencies, residential placements, or other school districts for the provision of special education and related services to individual students who meet the conditions for eligibility as Deaf or Hard of Hearing residing in the Member District. If such contracts become necessary in order for a Member District to provide its resident student with a free appropriate public education in accordance with applicable federal and state laws, costs resulting from litigation and/or residential placement shall be the responsibility of the Member District in which the student resides.

6.6 Risk of Loss and Legal Costs

The fiscal agent will maintain insurance that covers property and/or equipment of the Humble RDSPD that was purchased using Humble RDSPD funds. In the event of a loss or claim related to Humble RDSPD property or equipment, the fiscal agent will be primarily responsible for making any claims for loss with its insurance carrier.

Legal costs associated with complaints, grievances, litigation and other legal matters that relate to the SSA, except as to claims under the IDEA (which are outlined in section 5.2) will be shared

equally by the Member Districts. The fiscal agent will choose counsel and direct litigation.

6.7 Budget for Personnel Salaries

The fiscal agent district shall budget Humble RDSPD personnel salaries and fringe benefits in accordance with schedules and guidelines for other fiscal agent district employees.

6.8 Budget for Materials, Supplies, and Services

The Program Coordinator will request funding for all materials, supplies, and services needed by the Humble RDSPD. The Program Coordinator shall purchase all materials and supplies in accordance with the policies of the fiscal agent. All non-consumable supplies are identified as property of the Humble RDSPD. The non-consumable materials and supplies shall be distributed to Humble RDSPD personnel, students, and parents on a checkout basis. Furniture and equipment belonging to the Humble RDSPD will be tagged and inventoried as such in accordance with the current practices of the fiscal agent district.

6.9 Budget for Evaluation Services

The Humble RDSPD may provide and/or contract for evaluation services as appropriate. The Program Coordinator shall budget funds for needed evaluation services to Humble RDSPD students as determined by the ARD committee and/or the program Assessment Specialist in accordance with the Texas Education Agency, Division of Services for the Deaf, and SBOE rules. Such evaluation services may include, but are not limited to:

- a) otologic evaluation
- b) audiologic assessment
- c) speech and language assessment
- d) psycho-educational assessment
- e) psychological and/or psychiatric assessment
- f) counseling

The Humble RDSPD must receive reasonable notification prior to providing the following evaluation services to DHH students not enrolled as RDSPD in PEIMS:

- a) observe/teacher interview
- b) communication assessment/ARD paperwork
- c) equipment in-services
- d) deliver batteries
- e) troubleshoot hearing aids/equipment
- f) shuttle/dispense broken and repaired aids

- g) Consult with teachers on modifications, etc.
- h) Consult with diagnosticians on DHH procedures and paperwork
- i) Attendance at ARDs

The aforementioned services may be subject to a fee.

6.10 Travel

Itinerant personnel, teachers, and support staff shall be reimbursed for travel in accordance with policies established by the fiscal agent district for other employees. Requests for travel are made to the Program Coordinator who schedules such travel to make the most efficient use of time and funds. The fiscal agent Special Education Director approves such requests. Travel for in-service training, workshops, meetings, and conferences is budgeted and made available by the fiscal agent as deemed appropriate and within the policies and procedures of the fiscal agent. Funds may also be budgeted to allow the Program Coordinator and other program staff to attend meetings, workshops, and conferences on a regional and state level.

6.11 Maintenance of Financial Records

The fiscal agent shall maintain financial records in accordance with the fiscal agent and Texas Education Agency policies and procedures.

7.0 PERSONNEL MANAGEMENT

The Humble RDSPD fiscal agent district personnel department shall receive and screen all applications for employment from potential employees in accordance with fiscal agent district policies. The Program Coordinator shall interview applicants. The fiscal agent shall be responsible for hiring and terminating employees of the Humble RDSPD. Employment contracts shall be issued by the fiscal agent district. Applicants accepting an offer of employment with the Humble RDSPD and performing services through the Humble RDSPD will be employed by the fiscal agent district in accordance with schedules, guidelines, policies, and procedures for other fiscal agent district employees. Accordingly, Humble RDSPD staff shall follow the personnel policies and other policies of the fiscal agent. The fiscal agent will supervise and evaluate the performance of the Humble RDSPD staff and make all decisions regarding employment status. The salary schedule of the fiscal agent will be the salary schedule applicable to Humble ISD staff. Itinerant personnel will adhere to appropriate dress code and proper communication links of the fiscal agent. Employment will also be in accordance with TEA guidelines. Program personnel shall adhere to the calendars of the fiscal agent.

7.1 Job Descriptions

Job descriptions shall comply with guidelines provided in state and federal laws and regulations and Texas Education Agency, Division of services for the Deaf. Job descriptions will be kept on file at the Humble RDSPD. All individuals providing services through the Humble RDSPD will be appropriately certified or licensed to perform the services for which they are responsible.

7.2 Program Coordinator

The supervisor of the program (Program Coordinator) shall be selected and hired by the fiscal agent. The Program Coordinator shall be supervised by the Director of Special Education of the fiscal agent district. The Program Coordinator shall assign staff to program sites as deemed appropriate by the Program Coordinator in coordination with the Director of Special Education of the fiscal agent district and the campus administrator. Humble RDSPD staff may be assigned and reassigned to program sites depending on the educational needs of DHH students.

7.3 Local Responsibilities

Humble RDSPD personnel assigned to sites are an integral part of the site faculty and are responsible to the site principals for administrative matters within the building. Humble RDSPD personnel shall perform their building duties as long as such duties do not interfere with the primary mission of Humble RDSPD SSA. Instructional programming decisions are the responsibility of the Program Coordinator. The site principal, Member District Special Education Director, and the Program Coordinator shall make clarification of role assignments jointly.

7.4 Personnel Evaluations

The Program Coordinator, with input from campus administrators, shall formally evaluate all Humble RDSPD personnel. The fiscal agent Special Education Director shall evaluate the Program Coordinator.

7.5 Staff Development

All staff members of the Humble RDSPD should be engaged in an on-going process of skill development and training which shall include, but is not limited to, the following:

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

The Humble RDSPD program shall provide a comprehensive system of personnel development, including, but not limited to, the following:

- a) identification of training and in-service education
- b) establishment of personnel development plans
- c) utilization of advisory groups
- d) dissemination of information relating to staff development
- e) evaluation and monitoring of skills

8.0 STUDENTS

8.1 Referral Process

Initial referral, including initial assessment, of a student to the Humble RDSPD is the responsibility of the student's Member District. The Member District may choose to request a Humble RDSPD Teacher of the Deaf (TOD) to collaborate and assist in guiding the referral process. Requests must be made in enough time to allow for scheduling and must be approved by the Humble RDSPD. A representative from the Member District in which the student resides is assigned to each AI student referred to the Humble RDSPD. The Member District representative is responsible for the collection of data during the referral process, participation in the ARD committee decisions, and serves as the contact person between the Member District and the Humble RDSPD in regard to the student's educational program. If a parent requests an independent educational evaluation (IEE) after the initial evaluation, the Member District will be responsible for responding to the request and for payment for the IEE, if any.

If the student is new to the Member District in which he or she resides and has received services in another school district or RDSPD, the Member District representative verifies that the student may receive service in the Humble RDSPD while data for placement is collected. The Member District representative contacts the Program Coordinator or Program Specialist and establishes an ARD committee to consider referral to the Humble RDSPD. The Member District representative is also responsible for the collection of data during the referral process and participation in ARD Committee decisions.

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

- a) student's current educational records
- b) previous educational efforts and strategies and the results of those efforts
- c) recent vision and hearing screening including reports from evaluations done as follow-up to the screening
- d) updated general health history, including required immunizations
- e) information reported or provided by parents
- f) eligibility reports to consider if the student meets the conditions for eligibility as

Deaf or Hard of Hearing including:

- i. an otological exam performed by an otologist specifying the type and severity of the hearing impairment
- ii. an 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
- iii. a communication assessment that includes a description of the student's strengths and weaknesses in a variety of communication modes

The referring Member District shall be financially responsible for the assessments that must be obtained during the referral process. Such assessments can be contracted with the fiscal agent, if the Member District and the fiscal agent so choose, in agreement with fees outlined in this Agreement.

8.2 Student Placement

Students placed in the Humble RDSPD will be counted in accordance with PEIMS procedures established by TEA. It is understood that if a student requires sign language for his/her primary communication mode, the Member District in which the student resides will transfer to the fiscal agent all funding applicable to the student, as the student will receive services in Humble ISD. If the student is part of the Humble RDSPD but placement remains in the student's Member District, the Member District in which the child receives services will count the student for ADA purposes but will transfer all appropriate and allowable funds to the fiscal agent for Humble RDSPD services. Member Districts agree to code PEIMS data to reflect the student's membership in the Humble RDSPD. Agreement to these policies by the Member Districts constitutes an agreement for student accounting purposes.

8.3 Student Appraisals

In accordance with guidelines established by the Texas Education Agency and state and federal laws and regulations, all students enrolled in the Humble RDSPD shall be provided with pupil appraisal, diagnostic, and evaluation procedures for continued eligibility in the Humble RDSPD. Appraisal services for students already enrolled in the Humble RDSPD and receiving services in the boundaries of the fiscal agent are the financial responsibility of the Humble RDSPD, including a response to a request for an independent educational evaluation ("IEE") and the payment for the IEE. Appraisal services for students already enrolled in the Humble RDSPD but receiving services in their district of residence are the financial responsibility of the Member District of the student, including payment for any IEE. Appraisal services for children being referred to the Humble RDSPD for initial services are the financial responsibility of the student's Member

District.

The Program Coordinator shall arrange for appraisal services in combination with services available from Member Districts and/or contracted appraisal services with outside agencies. The Program Coordinator is responsible for coordinating appraisal services. Appraisal services shall be secured first from program personnel, second from site personnel, and third from the student's Member District. If the services are not available, the Program Coordinator shall arrange for contracted services from outside agencies.

8.4 Contracted Services

The Program Coordinator shall recommend to the Special Education Director of the fiscal agent contractual agreements with appropriate outside agencies to provide needed services such as, but not limited to:

- a) pupil appraisal services not otherwise available
- b) in-service training to Humble RDSPD personnel
- c) educational services not otherwise available within the Humble RDSPD
- d) a fixed fee schedule for services if the services cannot be completed by fiscal agent or member districts to provide pupil appraisal services and in-service training

The Program Coordinator shall make recommendations of needed services to the Special Education Director of the fiscal agent.

8.5 Admission, Review and Dismissal ("ARD") Committees

The Member District establishes the ARD Committee to consider student for placement or continued placement in the Humble RDSPD. The ARD committee shall follow procedures as outlined in federal and state laws and regulations and by the Texas Education Agency. When considering a student for placement in the Humble RDSPD, the membership of the committee shall include:

- a) The home district MEMBER DISTRICT representative for administration
- b) the Humble RDSPD representative
- c) the student's parent and/or the student, when appropriate
- d) the student's general education teacher

The ARD committee membership shall include as well all other person(s) necessary to meet the requirements set forth in the IDEA and its regulations and in state laws and regulations governing special education. An ARD committee shall make decisions regarding the individual education program of a student. The Member District is responsible for contacting the ARD membership, the Program Coordinator, and the parent, if there is a necessity for an ARD.

The admission, review, and dismissal of a student to or from the Humble RDSPD shall proceed according to an orderly process where, upon initial admission, the individual educational plan shall be reviewed. Placement shall be reviewed at least annually. The student's eligibility for services with the Humble RDSPD shall be re-evaluated at least every three years until a student is no longer eligible for such services according to state and federal laws and regulations.

The Member District shall maintain a state eligibility folder for each student placed in the Humble RDSPD according to the local, state, and federal rules and regulations governing special education. The Member District and the Humble RDSPD shall assist each other in maintaining the state eligibility folders by sharing duplicates of any new records, assessment reports, or information concerning each student who meets the conditions for eligibility as Deaf or Hard of Hearing. The Humble RDSPD shall have access to the student's digital eligibility folder, and/or maintain a duplicate state eligibility folder for each student served.

8.6 Behavior and Disciplinary Procedures

Students are subject to the student code of conduct of the campus where they receive services unless otherwise stated in the student's IEP. Placement in a more restrictive environment for behavior or discipline purposes will be made according to state and federal laws and regulations. The Program Coordinator shall be notified by the site administrator prior to any such action concerning a student who meets the conditions of eligibility as Deaf or Hard of Hearing and participates in the Humble RDSPD. A representative from the respective Member District will participate in any MDR or similar meeting related to the consideration of a change in placement of eligible students for disciplinary reasons.

8.7 School Year Calendars

Students shall adhere to the school year calendar of the Member District in which they are assigned.

9.0 INSTRUCTIONAL PROGRAM

9.1 Communication Philosophy and Methodology

The Humble RDSPD adheres to the philosophy of Total Communication as defined by the Conference of Executives of American Schools for the Deaf: "Total Communication is a philosophy requiring the incorporation of appropriate aural, manual, and oral modes of

communication with and among hearing impaired persons.” This philosophy provides for a continuum of modes embracing a plurality of modalities. The choice of communication modes must be made first and foremost by the parent in conjunction with the ARD committee. If the parent requests a mode of communication that is not readily available by the RDSPD district, the RDSPD will make a good faith attempt to provide the service as soon as it is available.

9.2 Educational Services

The Humble RDSPD shall provide educational services to students who meet the conditions for eligibility as Deaf or Hard of Hearing along a continuum, ranging from total integration into general education with support services to a special education self-contained class. For students receiving services in the boundaries of the fiscal agent, the Humble RDSPD will provide all special education services including, but not limited to:

- a) interpreting services
- b) continuing diagnosis and evaluation
- c) special education instruction
- d) assisting and counseling parents of infants from birth up to the student’s third birthday (i.e. parent-infant training)
- e) related services required for the student to benefit from the Individual Education Plan
- f) mainstream/inclusion support including co-teaching or in class support
- g) sign language classes for parents and student’s staff personnel

For students receiving services through the Humble RDSPD in their Member District, the Humble RDSPD will provide all deaf education services. All other special education services are the responsibility of the Member District.

10.0 PROGRAM EVALUATION

The Humble RDSPD shall participate in the state’s RDSPD Evaluation process, and conduct an annual needs assessment as well as on-going program evaluation. Evaluation instruments provided by state DHH leadership shall be used to gather data concerning program components. Goals and services shall be adjusted accordingly.

11.0 COMMUNICATION AND INFORMATION DISSEMINATION

The Humble RDSPD shall establish a communication and information dissemination system to serve as an effective link within the Humble RDSPD program and among parents and community agencies.

12.0 EFFECTIVE DATE, RENEWAL, AMENDMENT AND DISSOLUTION OF THE SHARED SERVICES AGREEMENT

12.1 Effective Date

This Humble RDSPD Shared Service Agreement shall be effective beginning July 1, 2023 of the 2023-24 school year.

12.2 Renewal

This Humble RDSPD Shared Services Agreement shall automatically renew annually until the RDSPD Board approves the construction of a new SSA, a Member District gives notice of withdrawal, or until the Humble RDSPD is dissolved.

12.3 Amendment

This Humble RDSPD Shared Service Arrangement may be amended periodically as determined to be necessary by the Management Board. All amendments will be in writing.

12.4 Reconfiguration or Dissolution

If the Humble RDSPD is reconfigured so that a Member District other than Humble ISD becomes the fiscal agent, all property and assets of the RDSPD will transfer to the new fiscal agent.

This Humble RDSPD Shared Service Arrangement shall remain in effect until dissolved by the Member Districts. Dissolution of this agreement shall require the affirmative vote of a majority of the Member Districts by January 1st of the fiscal year of dissolution and will take effect on the subsequent July 1st. Upon approval of dissolution, the fiscal agent shall notify the Texas Education Agency and the Board of Trustees of each Member District. Notice of the intent to dissolve will be sent by the fiscal agent to known creditors of and claimants against the Humble RDSPD. If the Humble RDSPD dissolves, any assets remaining after satisfaction of all outstanding debts and liabilities shall become the property of the fiscal agent. If assets are not sufficient to satisfy any outstanding liabilities, Member Districts will contribute equally to the payment of these liabilities.

13.0 DISPUTE RESOLUTION

13.1 Mediation

The Member Districts agree to negotiate in good faith to resolve any dispute related to this agreement. If the dispute cannot be resolved through negotiation, the dispute shall be submitted to mediation before resorting to litigation. The mediator will be mutually chosen and the cost of mediation shared equally by all Member Districts. Mediation will result in a binding settlement only with the agreement of all Member Districts.

13.2 Applicable Law

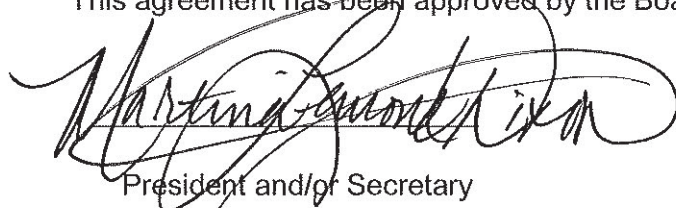
This agreement is governed by the laws of the State of Texas.

13.3 Terms are Severable

If any portion of the agreement becomes or is held violative of any law and unenforceable, the invalidity of that provision will not invalidate other provisions of the agreement.

14.0 APPROVAL BY MEMBER DISTRICTS

This agreement has been approved by the Board of Trustees of each Member District.



President and/or Secretary
Board of Trustees
Humble Independent School District

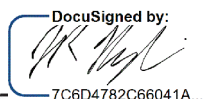
2-21-23
[Date]

President and/or Secretary
Board of Trustees
New Caney Independent School District

[Date]

President and/or Secretary
Board of Trustees
Sheldon Independent School District

[Date]

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President and/or Secretary
Board of Trustees
Crosby Independent School District

06/19/2023
[Date]

President and/or Secretary
Board of Trustees
Dayton Independent School District

[Date]

President and/or Secretary

Board of Trustees

Huffman Independent School District

[Date]