

**AMENDMENT 1 TO
UVALDE REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF
SPECIAL EDUCATION
SHARED SERVICES ARRANGEMENT AGREEMENT**

BRACKETT INDEPENDENT SCHOOL DISTRICT, D'HANIS INDEPENDENT SCHOOL DISTRICT, KNIPPA INDEPENDENT SCHOOL DISTRICT, LEAKEY INDEPENDENT SCHOOL DISTRICT, NUECES CANYON INDEPENDENT SCHOOL DISTRICT, SABINAL INDEPENDENT SCHOOL DISTRICT, UTOPIA INDEPENDENT SCHOOL DISTRICT, CRYSTAL CITY INDEPENDENT SCHOOL DISTRICT, CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EAGLE PASS INDEPENDENT SCHOOL DISTRICT, HONDO INDEPENDENT SCHOOL DISTRICT, LA PRYOR INDEPENDENT SCHOOL DISTRICT, COTULLA INDEPENDENT SCHOOL DISTRICT, DILLEY INDEPENDENT SCHOOL DISTRICT, PEARSALL INDEPENDENT SCHOOL DISTRICT, and UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ("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 UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("URDSPD"). 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 the Uvalde area as indicated above. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Uvalde RDSPD, subject to the 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 URDSPD'S administrative offices will be located in Uvalde, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the Uvalde RDSPD policies and administrative guidelines approved by the Management Board, if any.

1.5 Students from school districts other than those Member Districts who are parties to this agreement may be considered for placement upon request to the Uvalde RDSPD Coordinator of the Fiscal Agent.

1.6 Should a Local Education Agency ("LEA") seek to become a Member District of the Uvalde RDSPD SSA, a written request must be provided to the RDSPD Coordinator for Management Board consideration.

2. Management

2.1 The Uvalde RDSPD Coordinator may present an annual status report on the Uvalde RDSPD SSA to the Management Board.

2.2 The Cooperative will be governed by a management board (the "SSA Board") comprised of the Special Education Directors of either the Shared Service Arrangements or Special Education Directors of the Independent School Districts as representatives of the boards of trustees of the Member Districts. Such Management Board will meet, at least annually, to review the SSA Agreement. The Uvalde RDSPD Coordinator may call additional meetings as needed. Each Special Education Director shall attend the regularly scheduled SSA Board meetings. Special education directors shall keep their respective Member District boards advised of SSA Board actions.

2.3 The Uvalde RDSPD Fiscal Agent Special Education Director, as designated in 3.1, will initially serve as chairperson of the SSA Board. Personnel of Uvalde CISD will serve as secretary of the SSA Board. The secretary will record and prepare minutes of each SSA Board meeting. The SSA Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the SSA Board.

2.4 Except as otherwise provided herein, actions shall require the approval of a majority of a quorum of the URDSPD Board.

2.5 The URDSPD Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement.

2.6 The Uvalde RDSPD Coordinator may purchase goods and services necessary to administer and operate the Uvalde RDSPD. All nonconsumable instructional materials shall be deemed property of the Uvalde RDSPD when such supplies and materials are purchased with Uvalde RDSPD funds.

2.7 Additional powers and duties, if any, of the URDSPD Board shall be determined by SSA policy or administrative guidelines. Any guidelines or policies inconsistent with this contract shall be deemed void.

2.8 The URDSPD Board may by a 3/4 majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement, or for

non-compliance with the policies and procedures the URDSPD. Disposition of property shall be governed by Section 5.4

3. Personnel

3.1 The chief administrator of the Uvalde RDSPD will be the Uvalde RDSPD Coordinator. The Uvalde RDSPD Fiscal Agent Special Education Director shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Uvalde RDSPD Coordinator and do not require Management Board action. The budget is available for review by the Management Board. Fiscal Agent policy will determine the extent of the administrative authority of the Uvalde RDSPD Coordinator.

3.2 The Fiscal Agent Special Education Director shall serve as Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act.

3.3 Uvalde RDSPD employees assigned to the Fiscal Agent District are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, standards of conduct, leave and other benefits of the Fiscal Agent and any Uvalde RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel. Member Districts will retain final hiring and termination authority regarding the employment of personnel serving Uvalde RDSPD students in their District.

3.4 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the District with whom the employee has an employment relationship.

4. Fiscal Agent

4.1 UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the URDSPD. UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

4.2 Except as otherwise provided herein, The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the URDSPD Board. The Fiscal Agent shall provide accounting services, reports, URDSPD records, suitable facilities for special education

administrative and support staff, and shall perform any other responsibilities required by URDSPD policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.3 The Fiscal Agent will account for salaries and expenses of personnel set forth in Section 3.3 herein; URDSPD operating expenses; IDEA, Part B funds; and Elementary and Secondary Education Act. The Fiscal Agent and Member Districts, with whom they have an employment relationship, will maintain personnel records and payroll systems for RDSPD employees and staff.

4.4 The Fiscal Agent will prepare and submit, on behalf of the URDSPD, any reports or applications required by federal or state law or URDSPD policy.

4.5 The Fiscal Agent Special Education Director, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and SSA policies. The Fiscal Agent shall request ADA compliance by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before December 31 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1.

4.7 Should the Fiscal Agent cease for any reason to serve, the URDSPD Board will by majority vote of a quorum appoint another Member District as Fiscal Agent.

5. Member Districts' General Obligations

5.1 Member Districts shall agree that any funds assessed under Uvalde RDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.

5.2 Each Member District will be liable for any costs associated with its residentially-placed students. This includes any transportation costs incurred as a result of a District's initiated placement in the Texas School for the Deaf.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Uvalde RDSPD operations.

5.4 Member Districts shall provide suitable and sufficient classroom space to accommodate students of the program who are auditorially impaired.

5.5 A Member District may withdraw from the Uvalde RDSPD by notifying the other Member Districts of its intention to withdraw by January 1 preceding the last fiscal year the Member District intends to remain in the Uvalde RDSPD. Upon withdrawal, the Member District shall return any materials or equipment purchased with Uvalde RDSPD funds to the Uvalde RDSPD office. Member Districts agree that upon member withdrawal all property, both personal and real, purchased with Uvalde RDSPD funds, becomes the property of the remaining URDSPD members under this Agreement. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share in Section 6.2 herein. The withdrawal will take effect on the July 1 next after the described notice has been properly given.

5.6 Member Districts are ultimately responsible for the education of all students with auditory impairment within its district boundaries whether the child is served in the local program, Uvalde RDSPD, or other placements. Students served by itinerant teachers in a location other than within the centralized Uvalde CISD boundaries shall receive instructional support which may include deaf instruction, deaf services, diagnostic and evaluation services and related service and assistive technology. Under the itinerant arrangement, the Member District shall provide any full time instructional programming and responsible for Assistive Technology (AT) evaluations, Full Individual Evaluations (FIEs) and other diagnostic testing. Students served at the centralized Uvalde CISD program shall receive a full time instructional program and may include deaf instruction, deaf services, Assistive Technology evaluations, Full Individual Evaluations (FIEs) and other diagnostic testing, related services and assistive technology. If an RDSPD student (student receiving itinerant or centralized services) needs an interpreter, then the SSA will fund the interpreter as an administrative cost as set forth in 6.2. Any services provided, under either arrangement, are subject to an ARD committee decision. It is agreed and understood that the Member District remains responsible for any and all funding related to the use of an interpreter by a student for the participation in extra-curricular activities.

5.7 Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement.

6. Fiscal Practices

6.1 The URDSPD will operate on a budget prepared by the Fiscal Agent Special Education Director and approved by the URDSPD Board and Member District boards of trustees as part of each respective Member District's overall budgetary practices. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures.

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

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

6.3 Member Districts will be notified in writing, by June 1 of the fiscal year regarding the costs, as indicated in Section 6.2, to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be.

6.4 The URDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent at URDSPD expense.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent shall notify TEA of the SSA's intent to dissolve by February 1st prior to the end of the fiscal year it intends to remain an SSA. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1 of the year the SSA dissolves. The dissolution will take effect on July 1 after the first January 1 following the dissolution vote.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

8. Risk of Loss

8.1 Except as otherwise provided herein, Each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

8.2 Each Member District will insure it's 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.

9. Transportation

9.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a FAPE.

10.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

10.3 If the URDSPD SSA is a named party in a legal action, the Member District wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the SSA for any legal costs incurred by the URDSPD SSA.

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.

10.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.6 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

11. The Agreement

11.1 This agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement.

11.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the SSA and responsibilities under any prior Cooperative agreement.

11.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

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

11.5 If any provision of this Agreement becomes or is held violative 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.

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

11.7 The effectiveness of this agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

11.8 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.

Executed this ____ day of _____, 2008.

BRACKETT INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

D'HANIS INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

KNIPPA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

LEAKEY INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

NUECES CANYON INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

SABINAL INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

UTOPIA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

CRYSTAL CITY INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

Uvalde Regional Day School Program for the Deaf
Amended Shared Services Arrangement Agreement

CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

HONDO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

LA PRYOR INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

COTULLA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

DILLEY INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

PEARSALL INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE SIGNED