

***Denton Regional Day School
Program for the Deaf***

***Shared Services Arrangement
And
Operational Guidelines***

February, 2011

**. . . Serving students with hearing impairments in Cooke, Denton, and
Wise counties...**

Denton Independent School District

Administration

Dr. Ray Braswell
Denton ISD Superintendent

Dr. Mike Mattingly
Denton ISD Assistant Superintendent
Curriculum and Instruction

Debbie Roybal
Denton ISD Executive Director of Special Education

DiAnne Allison
Coordinator
Denton Regional Day School Program for the Deaf

Management Board Members

Debbie Roybal Denton ISD
Marjan Schram Cooke County Special Education SSA
Velvet Townsend Decatur ISD
Kim Phillips Denton County Special Education Cooperative
Kim Otto Gainesville ISD
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Purpose

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 Denton 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 Denton RDSPD SSA, subject to the ARD committee recommendations.

The Denton RDSPD SSA's administrative offices will be located in Denton, Texas. 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 Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

Should an Local Education Agency ("LEA") seek to become a Member District of the Denton RDSPD SSA, a written request must be provided to the Denton RDSPD SSA Coordinator for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year are due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. Any reconfiguration is subject to approval by each Member District's Board of Trustees.

AI students not enrolled in the RDSPD who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the RDSPD for direct services. The Denton RDSPD SSA shall, upon written request to the RDSPD SSA Coordinator, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the RDSPD SSA Coordinator of the Denton RDSPD SSA, the Denton RDSPD SSA will make available personnel for consultation on a per pupil fee basis. Any Member District seeking to access these services shall provide notice to the Fiscal Agent by the end of the previous school year. Personnel for consultation will be provided on a per-pupil fee basis. The per-pupil fee will be set at each annual budget proposal and is subject to approval by the SSA Management Board.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in 20 U.S.C. § 1401 et seq., the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, 34 CFR 300 et seq, and the Texas Administrative Code, 19

TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal.

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 who are deaf or hard of hearing. The establishment of this Agreement does not create a separate or additional legal entity.

Management

The Denton RDSPD SSA shall be governed by the Cooperative Management Board (“Management Board”) comprised of a special education administrator designated by each Member District’s Superintendent. The Management Board will meet, at least annually, to review the Agreement. Other meetings shall be scheduled as determined by the Fiscal Agent’s Coordinator of Special Education whereby the Management Board may either meet as a whole or as ad hoc sub-committees. The Management Board shall keep Superintendents advised of RDSPD Management Board actions, as appropriate. The designated administrator of the Fiscal Agent will serve as Chairperson of the Management Board.

The Chairperson will maintain contact with the state leadership of the Regional Day School Programs within the Texas Education Agency to obtain all relevant information for program maintenance and operation. Information will be communicated with all management Member Districts.

All Management Member Districts shall receive a copy of the Denton RDSPD Shared Services Arrangement and Operating Guidelines on behalf of their respective local school Member Districts and will act as the liaison for all information sharing as well the agent of each individual district.

The Denton RDSPD SSA, through the Fiscal Agent Board, may purchase goods and services necessary to administer and operate the Denton RDSPD SSA. All non-consumable instructional materials shall be deemed property of the Denton RDSPD SSA when such supplies and materials are purchased with Denton RDSPD SSA funds. Equipment purchased by a Member District remains property of the Member District.

Prior to September 1st of each school year, the supervisor of the Denton RDSPD will present to the chairperson any suggested date(s) for the management board meeting(s). The supervisor will organize the meeting(s), prepare all handouts, prepare the agendas, and serve as recording secretary. The supervisor will maintain all documentation of the meeting(s) including the board minutes. A copy of meeting minutes will be submitted to the administrators within ten school days after each meeting.

Any Member District may contact the chairperson or supervisor to request or require an additional meeting for any reason reasonably related to the operation or facilitation of the Denton RDSPD SSA. Additional meetings shall be subject to all requirements of regularly scheduled meetings and shall be held at a mutually agreeable time, provided at least 15 days notice is provided to all Member Districts. Discussion items may be added to any regularly scheduled meeting through the request of any board member. All requests regarding additional discussion items shall be made at least five days prior to a regularly scheduled meeting.

Unless otherwise provided herein, the Management Board actions require the approval of a majority of a quorum of Member Districts. Each Management Board member present shall have only one vote regardless of whether that Board member represents more than one Member District in his/her role as a Coordinator of another Shared Services Arrangement. A quorum is defined as a majority of all of the Member Districts of the Denton RDSPD SSA. The RDSPD Coordinator has discretion to allow for votes to be submitted by written communication or by proxy.

The Management Board may by a 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 detailed in the Denton RDSPD SSA Operating Guidelines. Disposition of property shall be governed by this Agreement. TEA timelines and required documentation shall apply. The Member District which is subject to the revocation shall not have a vote under this provision.

The board will be governed by federal and state laws and the State Board of Education/Commissioner's Rules. The shared services arrangement and operating guidelines of the Denton RDSPD and the Denton ISD special education operating guidelines will provide local support to assure appropriate educational services for all students in the DRDSPD. The supervisor of the Denton RDSPD will provide the management board with an annual operational plan indicating:

- Educational services to be provided,
- Accountability of student learning,
- Delivery system of services,
- Staff development program for educators and parents,
- Staffing needs, and
- Compliance status.

Financial Responsibility

The Denton RDSPD SSA will operate on a budget prepared by the RDSPD Supervisor and Chairperson. The Budget shall be presented to the Management Board during the spring meeting, reviewed by the Management Board, and is conditioned upon the approval of all Member Districts. Annual budgets must be approved by Denton ISD as the fiscal agent.

The chairperson will review the program needs for the coming school year and apply the adopted budget formula to determine the participating school district's share of financial support for operations of the DRDSPD. This budget formula will be reviewed annually and billing will occur annually. The formula will be applied to any costs related to operation of the Denton RDSPD—planned or unplanned— which are incurred by the fiscal agent. Invoices will be sent annually prior to October 15th and will be payable on December 15th of each year.

Absent written agreement of each Member District, all participating Member Districts shall maintain liability insurance and assume responsibility for any financial costs related to mediation, hearings, legal fees, or court costs associated with the defense of the Member District.

The Special Education Coordinator of each Member District shall inform the Member District Boards of Trustees the respective share to be contributed to the Denton RDSPD SSA to be included in the budgets adopted by the Member Districts Boards of Trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

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 Denton RDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts as outlined below. Students enrolled after December 1st of the academic year will not be assessed a fee for that school year
The Denton RDSPD SSA is funded as follows:

Revenue: based on PEIMS October Snapshot date (the last Friday of October).

State Deaf Funds - as eligible
IDEA-B Preschool Deaf
IDEA-B Discretionary Deaf
IDEA-B Formula Deaf
IDEA-C ECI

Local Fee based on December 1 Child Count

Total Budget - Expenses = Negative/Deficit

The formula for administrative and uncontrollable costs is as follows:

Total Deficit/All students enrolled on December 1 (classroom-based students being 1 and home-based students being .5 full time equivalent or FTE) = Amount due per student.

Denton ISD will receive IDEA-B Formula (Deaf), IDEA-B Preschool (Deaf), IDEA-C Early Childhood Intervention (Deaf), State Deaf and IDEA-B Discretionary (Deaf) funds. When the budget is prepared for the RDSPD program and the amounts awarded will not

be sufficient to cover the costs, the deficit amount is then divided based upon the total number of students enrolled on December 1 of the previous school year in the RDSPD. The amounts billed to the district will help cover the cost of deaf education teachers, interpreters, paraprofessionals, speech therapists, educational audiologists, related services, FM systems, travel, materials and supplies and other administrative and uncontrollable costs as set forth herein.

Member Districts will be notified in writing, and a Management Board meeting will be held if any excess costs are to be charged back to Member Districts and the maximum total amount of their shared excess costs are estimated to be. Excess costs are costs which are over and above the amount billed to Member Districts at the beginning of a school year. The Management Board will approve by quorum any excess cost amount and how it will be distributed to Member Districts.

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

The RDSPD's accounts may be audited annually by the independent auditor for the Fiscal Agent at Fiscal Agent's expense. The cost of such audit will be considered an administrative cost as set forth herein.

For those students being served in Denton ISD, the sending school district will submit an allocation based on a per student total derived by the management board using the preceding December 1st child count and agreed upon formula. Denton ISD will receive ADA funds for eligible students receiving their education in the Denton ISD. The fiscal or property audit of these funds will be conducted in accordance with rules and guidelines of the Denton ISD.

Fiscal Agent

Denton Independent School District shall serve as the Fiscal Agent for the Denton RDSPD SSA. Denton 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. 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 Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Denton RDSPD SSA policies.

The Fiscal Agent will account for salaries and expenses of Denton RDSPD SSA personnel and Denton RDSPD SSA operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member District per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations.

The Fiscal Agent will prepare and submit any reports or applications required by federal or state law, TEA guidelines, or Denton RDSPD SSA policy.

The RDSPD Coordinator, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students receiving Denton RDSPD SSA services in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require Americans with Disabilities Act and Family Educational Rights and Privacy Act compliance by each service provider.

The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Denton RDSPD SSA on or before August 1 preceding the end of the last fiscal year during which 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 or other TEA mandated timelines, preceding the end of the last fiscal year during which 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.

Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum of its members appoint a Member District as Fiscal Agent, subject to any required permission from the Texas Commissioner of Education. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a Member District, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by the Member District's Board of Trustees or other governing body, if not an ISD.

Reporting Requirements

Denton ISD, as the fiscal agent, shall submit PEIMS student data and will be considered the district of accountability for AYP and AEIS considerations. The fiscal agent and all participating member districts shall provide required PEIMS records to TEA. Member districts may participate in more than one RDSPD SSA.

Responsibilities

The provisions below are intended to outline the general responsibilities of each Member Districts, as well as that of the fiscal agent.

Member Districts agree that any funds assessed under RDSPD SSA Administrative Guidelines or this agreement will be remitted by December 15th of each year, or within ninety (90) calendar days of receiving a statement from the Fiscal Agent, whichever is later.

Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to

the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. Each Member District will be liable for any cost associated with its residentially placed students. This includes any transportation cost incurred as a result of a Member District's initiated placement in the Texas School for the Deaf.

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

Child Find is the responsibility of each Member District including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process.

Except as otherwise provided herein, each Member District is ultimately responsible for the education of all students with auditory impairments residing within its district boundaries, whether the child is served in the local program, the Denton RDSPD SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD Committee.

Member Districts, when considering referral of a student to the Denton RDSPD, shall contact the deaf education supervisor to schedule a mutually agreeable time to attend the initial ARD meeting.

The participating school district will provide appropriate representation for sharing in the decision-making responsibilities of the ARD committee for each of their students.

Each Member District will be responsible for the transportation of student(s) to Denton RDSPD campuses.

The Denton RDSPD Supervisor will plan with each of the Administrators of Special Education:

- In the referral/admissions process to the Denton RDSPD.
- In the preparation of the students returning to their local school districts.
- In assisting local school personnel with materials and instructional modifications for teachers of those students who are identified as AI being served on their home campuses.
- In reporting to the local Administrator of Special Education as to student progress and the educational needs for the coming school year.
- In assisting the local Coordinator of Special Education in selection of appropriate related personnel for serving students with auditory impairments.
- To be available to assist parents of students who are auditorially impaired in their understanding of their child's educational needs, planning for the future, determining state/community resources available to the student and the family, planning for life skills necessary for independent living, and providing information regarding area support organizations.
- In providing support to general teachers in their class preparations, techniques for teaching students who are auditorially impaired, and state/regional/

community resources available for students' success in learning.

- To provide training assistance to the local multi-disciplinary evaluation team in assessing students with auditory impairments.
- To provide assistance to incorporate elements in the local evaluation process that will assist in assessing the student who is auditorially impaired and in developing the IEP.
- Denton RDSPD personnel collaborate with ECI Intervention Specialists in accordance with applicable MOUs and within the geographic boundaries of the programs.
- Services are initiated as determined by the Infant Family Service Plan (IFSP) meeting.

Student Services

For those students being served in the Denton Regional Day School Program for the Deaf, the following services will be provided:

- Periodic assessments;
- IEP documentation on the provision of services except for the initial ARD,
- Annual ARD/IEP meetings and others as necessary;
- School calendar of pupil educational events including extracurricular events;
- Educational classes appropriate for implementation of the IEP and provided in the least restrictive instructional arrangement;
- Instructional equipment and/or related services appropriate to the implementation of the IEP;
- Copies of the students' progress reports sent to the parents and the home districts;
- Appropriate instructional classes for those students qualifying for extended school year services as determined in an ARD/IEP meeting in collaboration with the home district; and
- Assessment for student transition planning and collaboration with community and service agencies for future services.

A reasonable amount of notice will be given to the LEA to collaborate on the possible placement of a student to the home district for services.

Entry into the Denton RDSPD

Entry into the Denton Regional Day School Program for the Deaf is based on request from an accredited independent school district, the Texas Education Agency, and the Denton RDSPD supervisor.

Any independent school district may request in writing to the fiscal agent to obtain educational services from the Denton Regional Day School Program for the Deaf. Request for entry will be approved based on the majority vote of the management board, the Regional Day School Program, and the Texas Education Agency.

Non-member districts and programs including charter and private schools (home schools) located within Denton, Cooke, and Wise Counties may access RDSPD services by entering into a contract with the Denton RDSPD. A written request must be submitted to the RDSPD supervisor by the non-member district/program stating the desire to contract for specified services. Voting shall be governed by provisions detailed in this Agreement.

Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional Denton RDSPD SSA staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to the Denton RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by Denton RDSPD SSA in providing educational services to such student; and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by such student or his or her parents.

Dissolution of Denton RDSPD Services

Services provided by the Denton RDSPD may be discontinued and the program dissolved upon written notice from the Texas Education Agency indicating the non-availability of designated state funds to support the education of students who are deaf through the DRDSPD.

Voluntary dissolution of this Agreement shall require the affirmative vote of a majority of the Boards of Trustees of each Member District. Upon dissolution, the Denton RDSPD SSA's funds and any other remaining assets will be divided equally among the Member Districts.

Any equipment purchased with management board funds for use by a designated student will follow the student to his/her home school district and become the property of that school district. Equipment and instructional resources purchased by state funds for classroom use for more than one student will remain the property of the Denton Independent School District or the fiscal agent at that time.

Withdrawal from the Denton RDSPD

A Member District may withdraw from the Denton RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than August 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the Denton RDSPD SSA. Upon receipt, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1, or consistent with other TEA mandated timelines which may be in effect at the time of

withdrawal. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member's withdrawal from the Denton RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a member of the Denton RDSPD SSA, contingent upon approval of the TEA.. The withdrawing Member District shall return to the Denton RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Denton RDSPD SSA funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds, after full satisfaction of all charges and liabilities, remaining in the Denton RDSPD SSA's operating fund shall be calculated, and the withdrawing Member District shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 7.2 herein, of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interest, if any, such withdrawing Member District may have in the Denton RDSPD SSA's property or assets. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

Service Costs

Costs of Services to Non-Member Entities

The following services are available on a contractual basis to non-member entities:

Instruction by a certified teacher of the deaf—available on site in Denton ISD at the age-appropriate campus where other students with hearing impairments are in attendance
The sending district is responsible for transportation.

Cost: \$100 per hour for a minimum of 1 hour per week, based on contractual agreement and payable upon receipt of invoice

Consultation by a certified teacher of the deaf or ARD meeting representation—available at the site of the non-member district/entity at a mutually agreeable date and time

Cost: \$100 per hour plus mileage at the State rate per mile and payable upon receipt of invoice.

Costs of Services to Member Districts

Member districts may access the following services:

AI representation at an ARD meeting or staffing by a certified teacher of the deaf—provided at a mutually agreeable time at no charge to the member districts

AI specialist for consultation—available to all member districts at no charge and based on student need

AI specialist for staff development—available at a designated site in the member district at a mutually agreeable time

Cost: \$300 for a full 6-hour day or \$150 for a half day, plus mileage at the State rate

Program Accountability

Yearly, the participating special education administrators/management Member Districts will be given an opportunity to evaluate the Denton Regional Day School Program for the Deaf by reviewing the following data:

- Student results on State-mandated and local assessments;
- Students' attendance records (as needed for mileage reimbursement);
- A list of graduates, student drop-outs, etc., as applicable to the RDSPD;
- A list of the students referred from the Early Childhood Intervention (ECI) program and other child find activities; and
- A list of staff development activities, evaluation results, attendance records, and/or other data relevant to the Denton RDSPD.

Member District Approval by Board of Trustees

The attached Denton Regional Day School Program for the Deaf “Shared Services Arrangement and Operational Guidelines” was presented to and approval by the Board of Trustees of the following member district as denoted by signature of the Board President or Chairperson.

_____	_____
Member District Name	Date Presented
_____	_____
President/Chair, Board of Trustees	Date Signed

Please return this signed approval page to: Denton RDSPD Coordinator
Denton ISD Special Education Services
1205 W. University Dr.
Denton, TX 76201

The final contract with attorney certification and approval of all 26 member districts must be submitted by the RDSPD Coordinator to the Texas Education Agency, Division of IDEA Coordination, by June 1, 2011.