



**Board of School Trustees
Mansfield Independent School District**

**TITLE: Consider Approval of the
Shared Service Agreement between
Arlington ISD and Mansfield ISD
concerning services for students with
Auditory Impairments attending the
Regional Day School Program for the
Deaf.**

DATE: October 2, 2025

ACTION

BACKGROUND:

Hearing impaired students in Mansfield ISD are provided services through a special education shared services partnership with a Regional Day School Program for the Deaf. Mansfield ISD partners with Arlington ISD for these services. Arlington ISD serves as the fiscal agent for the Regional Day School Program for the Deaf.

CONSIDERATIONS:

- Mansfield ISD has partnered with the Arlington ISD Regional Day School Program for the Deaf since August 2010.
- The Shared Services Agreement for Educational Services outlines responsibilities of districts which participate in this Special Education shared services agreement.

RECOMMENDATION:

The Superintendent recommends that the Board approve the Shared Services Agreement for the Arlington ISD Regional Day School Program for the Deaf for the 2025-2026 school year.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Shared Services Arrangement for Educational Services

This document represents the Agreement between the Arlington Independent School District ("AISD") and Shared Services Agreement ("Agreement") members Kennedale Independent School District ("KISD"), Mansfield Independent School District ("MISD"), and Venus Independent School District ("VISD") (collectively, SSA "Members" or "Member Districts" and individually, a "SSA Member" or "Member District") for the 2025-2026 school year concerning services and reporting procedures for students who are deaf and hard of hearing attending the Arlington Regional Day School Program for the Deaf ("Arlington RDSPD" or "RDSPD").

SSA Members agree that:

1. General Covenants and Principles

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the SSA Members may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments. 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 Arlington RDSPD, subject to the Admission, Review and Dismissal Committee (ARDC) recommendations for deaf and hard of hearing classroom placements.

1.2 The SSA Members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Arlington RDSPD's administrative offices will be located in Arlington, Texas.

1.4 The Arlington RDSPD will operate under the AISD school calendar and under the policies and procedures of the AISD, including the student code of conduct and student handbook.

1.5 The Arlington RDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Improvement 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; Subchapter D, Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG) and the Arlington ISD RDSPD operating guidelines. 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 Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 20 and 30 and the Texas Administrative Code, 19 TAC § 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Eligibility

Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal Committee.

1.6 Should a Local Education Agency (LEA) seek to become a Member District of the Arlington ISD RDSPD SSA, a written request must be provided to the Arlington ISD RDSPD SSA designee for Management Board consideration. Any reconfiguration or additional LEA Member Districts are subject to approval by each Member District's Board of Trustees.

1.7 Students from districts other than those SSA Members who are parties to this Agreement may be considered for services upon written request to the AISD special education director. A contract for services will be negotiated between the Arlington RDSPD and non-Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all costs under a separate agreement with the RDSPD if the RDSPD agrees to provide such services. In no event will AISD agree to provide services to non-members in a manner that results in a delay in and/or failure to provide the services outlined in this Agreement.

1.8 The SSA Member Districts agree to cooperatively operate their special education programs under the authority of the Texas Government Code, Section 791.001 *et seq.* and the terms of this Agreement for the purpose of providing efficient delivery of legally required special education and related services to eligible students who are deaf and hard of hearing.

1.9 For students whose ARDC determines that placement at a centralized RDSPD campus is needed in order to receive a free appropriate public education (FAPE), the Arlington RDSPD will provide a continuum of placement options from mainstream to homebound, and communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication or communication facilitators or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The Arlington RDSPD will also provide assistive listening devices, speech therapy, audiology, and interpreting as related services as required by the students' IEP, and individual re-evaluations as determined by the ARDC.

1.10 The Arlington RDSPD, through the AISD Board, may purchase goods and services necessary to administer and operate the RDSPD.

2. Government

2.1 The Arlington RDSPD is governed by this Agreement with approval by the SSA Members' superintendents and each of the SSA Members' Board of Trustees. The Arlington RDSPD is further governed by a Management Board, as defined below. Direct program administration is the responsibility of the fiscal agent, as defined herein.

2.2 Management Board

- (a) Membership of the Management Board includes the SSA Members' superintendents or their designees. Non-voting members may be included on the Management Board. Management Board decisions are made on the basis of a majority vote of a quorum of members or designees present for a regular or called Management Board meeting with each member or designee having one (1) vote.

Each voting member may cast his or her vote through his or her designee. A quorum shall consist of three fourths (3/4) of the SSA Member Districts whose students are served by the RDSPD.

- (b) Meetings of the Board shall be conducted no later than the end of February of each school academic year to review the administration and operation of the Arlington RDSPD. Additional Management Board meetings may be held at the request of a Management Board member. Such request should be made in writing to the Management Board chairperson. Notice of a called meeting shall be sent to all members of the Management Board and the Special Education Directors of the SSA Members at least five (5) District business days (according to the Arlington ISD administration calendar) prior to the meeting. The notice will include the date, time, and place of the meeting and an agenda of items to be discussed. Issues requiring Management Board approval may be handled by email, facsimile, telephone, or mail with the decision based on a majority vote of all Management Board members.

The Management Board may approve, establish, and implement written rules for the operation of the Arlington RDSPD provided that such rules are consistent with the terms and conditions of this Agreement or as it may be amended from time to time.

- (c) The Chairperson of the Management Board will be the special education director of the fiscal agent district. Members of the Management Board will elect the Secretary from the SSA Members.
- (d) The Management Board Chairperson calls and presides over meetings of the Management Board. The Management Board Chairperson establishes the meeting place, date, time, and agenda items to be discussed. Additional items may be discussed and voted upon with the approval of the Management Board Chairperson. Committees may be established by the Management Board, as needed.
- (e) The Secretary will record the minutes of the Management Board meeting and will provide a copy of the minutes to the Management Board within seven (7) working days. Minutes of the Management Board will be maintained by Arlington ISD RDSPD, the fiscal agent.

3. Fiscal Agent

3.1 AISD, an accredited Texas public school district, shall serve as the Fiscal Agent for the Arlington RDSPD.

3.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with budget adopted by the Arlington RDSPD. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Arlington RDSPD policies.

3.3 The Fiscal Agent will account for salaries and expenses of Arlington RDSPD personnel, Arlington RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Arlington RDSPD personnel who are its employees. The Fiscal Agent assumes any and all responsibility for benefits, salary and/or other costs/liability associated with its employees including, but not limited to, worker's compensation claims.

3.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Arlington RDSPD policy including PEIMS and other student data reports. RDSPD will assume responsibility for reporting eligible students enrolled in the AISD RDSPD and will be accountable for results related to federal and state accountability measures including FAPE and AYP.

3.5 The Fiscal Agent may negotiate contracts with outside services providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require each service provider to comply with federal and state laws as referenced in Paragraph 1.5 of this Agreement.

3.6 The fiscal agent must notify the Member Districts of any intention to withdraw as a fiscal agent of the SSA on or before October 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.

3.7 RDSPD SSA Member Districts shall follow PEIMS enrollment guidance, and accounting practices as outlined in the Texas Accounting Handbook regarding Shared Services Arrangements. The Fiscal Agent and SSA Members must provide a PEIMS 011 record. SSA Members may report participation in more than one RDSPD SSA. SSA Members must indicate the fiscal agent on the PEIMS 011 record. For Member District students attending the RDSPD program in Arlington ISD on a full-time basis, AISD will report and receive applicable average-daily-attendance (ADA) in PEIMS.

4. Management

4.1 The special education director or designee of the Fiscal Agent shall report the annual status of the Arlington RDSPD to the special education director of each respective SSA Member.

4.2 All assets purchased with Arlington RDSPD funds are for the express use of the students attending such Day School Program and will be managed by AISD as Fiscal Agent for the Arlington RDSPD; however, title to such property shall be vested in AISD. Repairs to any property or equipment shall be paid from Arlington RDSPD funds. If any property becomes unusable or surplus, then AISD may dispose of such property under AISD policy and the proceeds thereof, if any, shall be returned to Arlington RDSPD.

4.3 A Member District may withdraw from the SSA by providing the other Member Districts with written notice, signed by its superintendent and president of its board of trustees, of its proposed action at least 30 calendar days on or before the February 1 preceding the end of the school year in which the Member District intends to be its final year in the SSA. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30 final day of the withdrawing member's participation in the SSA. The Member School Districts further agree that any fund

balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30 date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$5,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration. Notwithstanding anything contained herein to the contrary, any SSA Member withdrawing from the Agreement shall forfeit any right to any and all SSA funds, equipment, basic texts, and supplies.

Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, Arlington RDSPD SSA's funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated based on the same formula, set forth herein outlining how contributions are determined by the Member District.

5. Personnel

5.1 The chief administrator of the Arlington RDSPD will be the AISD special education director or designee. The AISD special education director or designee shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding the operation of the RDSPD instructional program, including but not limited to, RDSPD SSA centralized locations, RDSPD SSA personnel assignments, related services and professional development, and approved budgeted expenditures consistent with the Fiscal Agent's policy, are within the authority of the AISD special education director or designee.

5.2 The Fiscal Agent shall maintain public records for purposes of the Texas Public Information Act and the Local Government Records Act.

5.3 Any hearing on RDSPD SSA personnel, including employee grievances, terminations, or non-renewals is the responsibility of and will be held in accordance with the policies of AISD with whom the employee has a contractual relationship.

5.4 Arlington RDSPD SSA personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any Arlington RDSPD SSA operating guidelines and procedures and salary schedule. The chief administrator of the Arlington RDSPD completes all hiring of RDSPD personnel.

5.5 The Arlington RDSPD ensures all individuals providing services contemplated under this Agreement and the RDSPD SSA program must be appropriately certified or licensed to perform the applicable service.

6. AISD General Obligations to SSA Members

6.1 AISD agrees to notify SSA Members of any ARDC meetings regarding a student of the SSA Member within a reasonable time, no later than five (5) District business days (according to the Arlington ISD administration calendar), prior to the ARDC meeting, unless waived in writing by both AISD and the SSA Member.

6.2 AISD agrees to notify SSA Members of any excess costs associated with ARDC decisions regarding a student of the SSA Member within a reasonable time, no later than five (5)

District business days (according to the Arlington ISD administration calendar) after date of the ARDC meeting, in accordance with paragraph 8.1(c) of this agreement.

7. SSA Members General Obligations

7.1 SSA Members agree that any funds assessed under Arlington RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a written statement from the Fiscal Agent.

7.2 Each SSA Member will be liable for any costs associated with its residentially-placed students.

7.3 Each SSA Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Arlington RDSPD operations.

7.4 SSA Members are ultimately responsible for the education of all students who are deaf and hard of hearing within their district boundaries, whether the child is served in the local program, Arlington RDSPD, or other placements. Any services provided, under any of these arrangements, are subject to an ARDC decision.

7.5 Each individual SSA Member is responsible for the employment and payment of personnel serving students who are deaf and hard of hearing in their respective districts who do not reside in the Arlington ISD boundaries or attend the RDSPD. Upon written request, the Arlington ISD RDSPD SSA will provide audiological, parent advisory and/or Itinerant services according to the fee schedule approved by the Management Board.

7.6 If an ARDC determines that an RDSPD student receiving services at an AISD district site requires extraordinary services including but not limited to a one-on-one paraprofessional (or additional staff), one-on-one nursing services, or additional specialized equipment or related services, as determined by the student's ARDC, the referring SSA Member District shall be liable for all costs associated with such staff, equipment, or services and shall reimburse the Fiscal Agent in full for all such costs. Pursuant to the same timelines set forth in paragraph 6.1 above, the Member District is to receive advance notice and the opportunity to participate in the ARDC meeting where such extraordinary costs and services will be discussed prior to the member district being responsible for such costs. All individual excess direct student costs incurred based upon an ARDC's decision will be billed at the end of each semester to the individual member district and include, but are not limited to, costs for extraordinary services, as well as costs for interpreter services for extracurricular activities and school-sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends or holidays. Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the Member District as an individual excess direct student cost, interpreter services and any other RDSPD services provided to an SSA Member District's student who is assigned to one of AISD's Turning Point (DAEP) schools or who is expelled and attends JJAEP under AISD's Memorandum of Understanding with Tarrant County JJAEP. Any services that must be provided at a location other than an Arlington ISD RDSPD regular campus will also be billed individually to the Member District as an individual excess direct student cost, e.g., a homebound student. SSA Members shall reimburse AISD within sixty (60) District business days (according to the Arlington ISD administration calendar) of receipt of billing.

8. Fiscal Practices

8.1 Payment will be determined in the following manner:

- (a) The Fiscal Agent will estimate the shortage of funds between actual costs for Arlington RDSPD and those expenses paid by federal or state funds on an annual basis.

In addition to federal and state funds generated by regulation, the Fiscal Agent will receive a prorated contribution from SSA Members to offset shortfalls in program funds for operating the Arlington RDSPD in accordance with student IEPs. The rate is determined by dividing the difference between the amount of the program costs and the amount received in federal and state deaf funds by the number of students in the Arlington RDSPD.

Arlington RDSPD will invoice Member Districts once in the fall and once in the spring of each year. Invoices will reflect semester rates. Prorated amounts will be invoiced for students based on the number of days enrolled in the Arlington RDSPD. Itinerant and parent services are available from AISD upon request. Students who are under age three or who are served itinerantly one or more times per week in the Member District will be counted as one-half full-time equivalent students.

Arlington RDSPD will invoice Member Districts for audiological services after services are rendered. Audiological service fees will be provided to each SSA Member no later than June 1 of each year. For Member District students attending the Arlington RDSPD on a full-time basis, AISD will provide other related services required by a student's IEP without further reimbursement or fees from the Member District, except for transportation and costs related to a student's participation in extracurricular activities which are addressed *infra* and other extraordinary services such as those listed in paragraph 6.6 above which may be addressed through separate agreement between AISD and a Member District as needed.

- (b) The determination of excess costs for each school year in which this Agreement remains in effect shall be furnished by the Fiscal Agent to each SSA Member no later than June 1 of each year.
- (c) If an Arlington RDSPD student receiving services at an AISD district site requires extraordinary services as part of his or her IEP as described in Paragraph 6.6, or related to participation in extracurricular activities as described in Paragraphs 7.1(b) and 9.1, and the RDSPD anticipates that the costs of the additional staffing, equipment, or services will exceed \$500.00, then the RDSPD shall notify the referring SSA Member District in writing within five (5) business days of the ARDC's and/or administration's decision regarding the student's need for services. The RDSPD has no obligation under this section 7.1(c) if, at the time of the committee's or administration's decision, the RDSPD is unable, in its sole discretion, to make the determination regarding the need for services or anticipated costs therefore. The notice shall include a copy of any relevant documentation, including ARDC meeting documents and an estimate of the anticipated cost(s).

- (d) Member Districts will be billed for the cost of direct costs (e.g., costs of interpreters or other individuals to supervise or assist students with communicating) for RDSPD students to participate in extracurricular activities.

8.2 The annual Arlington RDSPD budget shall be prepared by the Fiscal Agent's director of special education for approval by the Fiscal Agent's board of trustees. The Fiscal Agent shall be responsible for all required federal and state reporting related to Arlington RDSPD activities.

8.3 There will be an audit of Arlington RDSPD financial matters each year by the firm who annually audits the accounts of the Fiscal Agent. The responsibility (scheduling and financial obligations) for this audit will reside with the Fiscal Agent.

8.4 All audit results shall be reported to SSA Members within thirty (30) District business days (according to Arlington ISD's administration calendar) of completion of the audit report.

9. Risk of Loss

9.1 Except as otherwise provided in this Agreement, each SSA Member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal and/or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs.

9.2 Legal fees, expenses and other costs incurred due to complaints, grievances or litigation by parents and/or students enrolled in the Arlington RDSPD will be assumed by the SSA Member District in which the student resides. SSA Members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses and other costs regarding a student, the SSA Member District in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the Fiscal Agent or any other liability of any kind assessed against the Fiscal Agent. Further, it is agreed that any reimbursement contemplated herein will not exceed \$20,000 (twenty thousand dollars).

9.3 Uncontrollable costs that impact the Fiscal Agent will be shared on a pro-rata basis by the SSA Member Districts according to the percentage of contribution established in operation of the SSA funds.

9.4 Each SSA Member District will insure its owned or leased vehicles used in the transportation of students with disabilities within the statutory maximum limits of school district liability for motor vehicle accidents.

10. Transportation

10.1 Transportation for eligible students to the Arlington RDSPD will be provided by the SSA Member District in which the student is a resident, private transportation provided by parents or their agents, or by contracted transportation in accordance with the law. Member Districts will be responsible for transportation costs related to their students' participation in extracurricular activities and school-

sponsored activities and events that occur before or after the school day. Contracted transportation will be arranged and paid for by the SSA Member District in which the student is a resident.

11. Legal Responsibilities

11.1 SSA Member Districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts, except as otherwise provided herein. For students enrolled in the Arlington RDSPD, AISD will be the LEA for purposes of the provision of a FAPE and state accountability measures.

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

11.3 Each SSA Member shall be responsible for legal fees, costs and expenses incurred due to complaints, grievances, or litigation arising from the respective SSA Member's employees, independent contractors, or agents. SSA Members have the right to select their own legal counsel for handling such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

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

11.5 The RDSPD's ability to serve the SSA Members' students will require the sharing of records. For this reason, the SSA Member Districts designate the RDSPD as a "school official" with a legitimate educational interest in the educational records of students assigned to the RDSPD. Similarly, RDSPD designates the SSA Member Districts as "school officials" with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the SSA Member Districts and the RDSPD will be maintained in accordance with the Family Education Rights and Privacy Act ("FERPA") and will not be disclosed to any unauthorized third party, unless specifically allowable under FERPA.

12. Dissolution

12.1 Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, RDSPD funds remaining after any charges and liabilities will be divided among the SSA Member Districts, prorated in the same manner as Paragraph 4.3. The dissolution will take effect on July 1, after the first January following the dissolution vote by the Management Board.

13. The Agreement

13.1 The term of this Agreement is for the 2025-2026 school year. The Agreement may be renewed annually through written agreement by the participating independent school district's board of trustees for subsequent school years.

13.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Arlington RDSPD and responsibilities under any prior shared services agreement.

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

13.4 This Agreement is governed by the laws of the State of Texas. Venue, in the event of a suit, shall be in the court of appropriate jurisdiction in Tarrant County. Nothing in this Agreement shall waive any party's immunity.

13.5 The provisions of this Agreement are severable. If any provision of this Agreement violates any law or is unenforceable or invalid, according to a court of competent jurisdiction, then the unenforceability or invalidity of that provision will not render the remaining provisions unenforceable or invalid, and the SSA Members agree that all remaining provisions of this Agreement will remain in full force and effect.

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

13.7 This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. Notwithstanding the foregoing, any administrative guidance from the Texas Education Agency (TEA) on federal reporting and compliance for shared services arrangements which conflicts with the terms found herein shall be provided to all Member Districts, and will go into effect thirty (30) days after notice is delivered.

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

13.9 Notwithstanding any provision of this Agreement, there are no third-party beneficiaries to this Agreement. The parties to this Agreement do not intend to confer any rights to this Agreement, including, without limitation, the right to sue to enforce this Agreement, to any non-party. Nothing in this Agreement may be interpreted to allow any third-party beneficiary to this Agreement.

The parties agree that this Agreement may be signed in multiple counterparts each of which shall be deemed an original for all purposes and is made a part of the original Agreement.

13.10 Participating districts commit to all arranged services for the duration of the semester. Any request to add or remove services must be submitted in writing prior to the start of the semester.

[SIGNATURE PAGES TO FOLLOW]

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Name:
President, Board of Trustees

Date

CMJL

Program Contact: Cindy Brown
Director of Special Education
Address: Enterprise Centre, 690 E. Lamar Blvd., Suite 200, Arlington, TX 76011
Phone/Email: 682.867.0800 cbrown1@aisd.net

Date

CMJL

KENNEDALE INDEPENDENT SCHOOL DISTRICT

Name:
President, Board of Trustees

Date

Program Contact: Tracie Gray
Director of Special Education
Address: 120 W. Kennedale Pkwy., Kennedale, TX 76060
Phone/Email: 817.563.8081 grayt@kisdtx.net

Date

MANSFIELD INDEPENDENT SCHOOL DISTRICT

Name:

President, Board of Trustees

Date

Program Contact: Dr. Michelle Edwards-Scott

Executive Director of Special Populations

Address: 1016 Magnolia, Mansfield, TX 76063

Phone/Email: 817.299.4300 MichelleEdwards@misdmail.org

Date

VENUS INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Date

Program Contact: Jennifer Lonsford

Director of Special Education

Address: P.O. Box 364, Venus, TX 76084

Phone/Email: 972.366.3249 jennifer.lonsford@venusisd.net

Date