

**ABILENE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF  
SHARED SERVICES ARRANGEMENT (“SSA”) AGREEMENT**

Abilene Independent School District, Albany Independent School District, Anson Independent School District, Aspermont Independent School District, Baird Independent School District, Benjamin Independent School District, Blackwell Cons. Independent School District, Breckenridge Independent School District, Cisco Independent School District, Clyde Cons. Independent School District, Colorado Independent School District, Comanche Independent School District, Cross Plains Independent School District, De Leon Independent School District, Eastland Independent School District, Eula Independent School District, Gorman Independent School District, Gustine Independent School District, Hamlin Independent School District, Haskell Cons. Independent School District, Hawley Independent School District, Highland Independent School District, Jim Ned Cons. Independent School District, Loraine Independent School District, Knox-City-O’Brien Cons. Independent School District, Lueders-Avoca Independent School District, May Independent School District, Merkel Independent School District, Moran Independent School District, Munday Cons. Independent School District, Paint Creek Independent School District, Ranger Independent School District, Rising Star Independent School District, Roby Cons. Independent School District, Roscoe Independent School District, Rotan Independent School District, Rule Independent School District, Sidney Independent School District, Snyder Independent School District, Stamford Independent School District, Sweetwater Independent School District, Trent Independent School District, Westbrook Independent School District, Wylie Independent School District, Hermleigh Independent School District and Ira Independent School District, (“member districts:), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et. seq., as the ABILENE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“Abilene RDSPD SSA”) as set out in this Abilene Regional Day School Program for the Deaf Special Education Shared Services Arrangement Agreement (hereinafter “Agreement”). Member districts agree that:

**1. General Covenants and Provisions**

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the Abilene 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 Abilene RDSPD SSA, subject to the ARD committee recommendations.

1.2 The Member Districts do not intend by entering into this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Abilene RDSPD SSA's administrative offices will be located in Abilene, 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 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 the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the Abilene RDSPD SSA operating guidelines approved by the Shared Service Arrangement (SSA) Management Board. Operating guidelines inconsistent with the terms of this SSA will be deemed null and void.

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 29 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, AI or Auditory Impairment, 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.

ABILENE RDSPD SSA Auditory Impairment Continuum includes the following: (1) DHH (Deaf and Hard of Hearing Consult). The student has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student may need someone to consult with the teachers and attend ARD committee meetings, but does not need weekly/direct services by an AI teacher.) (2) Itinerant (Babies 0 – 3). (For example, this student has an auditory impairment under IDEA – Part C and is being served through early childhood intervention.) This student may need weekly services of an AI teacher provided to the parents. (3) Itinerant (School Aged). (For example, this student has an auditory impairment under IDEA and requires specially designed instruction. The student may need weekly direct services of an AI teacher to address unique communication, auditory, language and emotional needs.) (4) Centralized site. The student who attends the centralized site has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of an AI teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf has an auditory impairment

under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of an AI teacher and access to deaf culture.) This can be a parent initiated placement or a district placement.

1.5 Should an Local Education Agency ("LEA") seek to become a Member District of the Abilene RDSPD SSA, a written request must be provided to the Abilene RDSPD SSA Director for Management Board consideration 30 days before the notification to TEA is due regarding reconfiguration. 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.

1.6 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 Abilene RDSPD SSA shall, upon written request to the Executive Director of the RDSPD, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the Executive Director of the Abilene RDSPD SSA, the Abilene 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.

1.7 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with TEA's Division of IDEA Coordination.

1.8 Any operating guidelines inconsistent with the terms of this Agreement will be deemed null and void.

1.9 It is agreed the RDSPD is not responsible for services under Title II and the Americans with Disabilities Act.

## **2. Management**

2.1 The Abilene RDSPD SSA shall be governed by the Cooperative Management Board ("Management Board") comprised of the Fiscal Agent's Executive Director of Special Education, educational liaison/supervisor and the Special Education Directors of the Member Districts and SSAs. Meetings shall be scheduled as determined by the Fiscal Agent's Executive Director of Special Education whereby the Management Board will meet annually.

2.2 The Executive Director of the RDSPD SSA, through the Fiscal Agent Board, may purchase goods and services necessary to administer and operate the Abilene RDSPD SSA. All non-consumable instructional materials shall be deemed property of the Abilene RDSPD SSA when such supplies and materials are purchased with Abilene RDSPD SSA funds. Equipment purchased by a Member District remains property of the Member District, except as otherwise provided by the law with regard to AI equipment dedicated to a particular AI student.

2.3 The Executive Director of the RDSPD SSA will initially serve as Chairperson of the Management Board. A Secretary will be appointed by the Management Board. The secretary will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and elect a secretary who may or may not be a member of the Management Board.

2.4 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 Director of another Shared Services Arrangement. A quorum is defined as a majority of all of the Member Districts of the Abilene RDSPD SSA. The RDSPD Director has discretion to allow for votes to be submitted by written communication. SSA Directors shall have responsibility to determine authority of representation of Member District in SSA.

2.5 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the Member Districts.

2.6 The SSA Management Board may by a majority vote of its membership, revoke the membership of a Member District for intentional non-compliance with the terms of the Agreement or for intentional non-compliance with the policies and procedures of the SSA. The Member District subject to revocation is responsible for ensuring that all TEA requirements for effectuating a withdrawal from the SSA are met, including providing the requisite notice of intent to withdraw. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The Member District subject to revocation shall return to the SSA any supplies, equipment, or fixtures in its possession that was purchased with SSA funds, prior to or by the effective June 30th final day of the member's participation in the SSA. The Member Districts further agree that any fund balance, including all roll-forward monies, remaining in the SSA's operating fund as of the June 30<sup>th</sup> date set forth above, shall remain with the SSA. It is agreed and understood that the Member District subject to revocation shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with their 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.

All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of a majority of Member Districts' Board of Trustees with the exception of the Member District being recommended for revocation.

2.7 Any member district which does not agree to the terms of this SSA Agreement and does not properly execute this agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining member districts, person, entity or agency. Disposition of property shall be governed by the withdrawal provision. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

### **3. Personnel**

3.1 The Executive Director of the Abilene RDSPD will be the Abilene ISD Executive Director of Special Education. The Abilene RDSPD Executive Director shall be employed by the fiscal agent and be subject to the personnel policies of the fiscal agent. The Executive Director of the RDSPD will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. 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 Abilene RDSPD Coordinator and do not require Management Board action; a) recruitment, interviewing and recommendation of employment of SSA personnel to the fiscal agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other SSA personnel. The Executive Director of the RDSPD may determine the location of services and assignment of staff. The budget is available for review by the Management Board.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each member district/SSA shall serve as deputy officers for public records for requests made on behalf of or related to students served by the Abilene RDSPD SSA which are filed with the Abilene RDSPD SSA. For students enrolled in the Centralized site programs, the fiscal agent will be responsible for responding to records requests pursuant to IDEA or FERPA. For students enrolled in itinerant programs, the district where the student resides will be responsible for educational records request made pursuant to FERPA, IDEA and Texas Public Information Act.

3.3 Abilene RDSPD SSA personnel including itinerant deaf education teacher,

paraprofessionals, Audiologists, RDSPD deaf education teachers, certified and non-certified interpreters, and a speech therapist and any Abilene RDSPD SSA office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at will employment, standards of conduct, salary schedule, leave and other benefits. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of SSA personnel.

This provision does not contemplate employees of member districts, volunteers, or any other non-employee of the Fiscal Agent providing any services whatsoever under the terms of this Agreement.

3.4 Any hearing related to 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 a contractual or employment relationship. Any hearing on an employee grievance or termination involving an Abilene RDSPD SSA employee, is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.

3.5 Abilene RDSPD SSA personnel are assigned by the Executive Director of the RDSPD to provide services to eligible students either at the Member District site or at the Abilene RDSPD SSA centralized program depending upon Admission, Review & Dismissal (“ARD”) Committee recommendations. RDSPD SSA personnel will be evaluated pursuant to Abilene ISD policies. The Member District may provide input with regard to the performance of RDSPD personnel and Abilene ISD has the final hiring and termination authority.

3.6 Abilene RDSPD SSA personnel who are assigned to a Centralized Program are evaluated by the principal of the Campus at which such program is located.

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

4.1 Abilene Independent School District shall serve as the Fiscal Agent for the Abilene RDSPD SSA. Abilene 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 special education budget of the Fiscal Agent, as deemed needed by the Fiscal Agent to fulfill the purpose of the contract. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Abilene RDSPD SSA policies. To the extent such may apply, it is agreed and understood that the Fiscal Agent assumes no responsibility for a Member Districts failure to maintain its effort. The Member District



which has violated MOE is required to repay the SSA for any amount withheld under E-grant, or other monetary penalty imposed for MOE violations, if any.

4.3 The fiscal agent is responsible for preparing the operational budget for the Abilene RDSPD SSA. The fiscal agent will account for salaries and expenses of Abilene RDSPD SSA personnel and Abilene 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.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law as required by the Texas Education Agency Division of Federal Fiscal Compliance and Reporting.

4.5 The Executive Director of the RDSPD, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students receiving Abilene RDSPD SSA services in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request Americans with Disabilities Act and Family Educational Rights and Privacy Act 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 Abilene 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. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency to effectuate the withdrawal.

4.7 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. 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.

4.8 Each member district shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Abilene RDSPD services. In the event a member district fails to submit PEIMS student data on

the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that all member districts will contribute toward the financial deficit and agrees that an increase in the local fee for all member districts may result. It is further agreed that any PEIMS student data reported to TEA will be provided to the Abilene RDSPD SSA office upon request by the Abilene RDSPD SSA Coordinator. The fiscal agent, by reporting PEIMS data on students receiving services at cluster sites, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For student receiving services through the itinerant program, PEIMS will be reported by the district of residence and that member district will be the LEA and responsible for FAPE and accountability.

## **5. Member Districts' General Obligations**

5.1 Member Districts agree that any funds assessed under Abilene RDSPD SSA Administrative Guidelines or this agreement will be remitted within ninety (90) calendar days of receiving a statement from the Fiscal Agent. 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.

5.2 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. This applies to any student, including those receiving services in a Centralized site. Any residential applications flow-through the sending Member District of residence.

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

5.4 For itinerant services, 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 Abilene RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than December 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the Abilene 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 Abilene RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a



member of the Abilene RDSPD SSA, contingent upon approval of the TEA. The withdrawing Member District shall return to the Abilene RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Abilene RDSPD SSA funds, prior to or by the effective June 30. Notwithstanding, AI equipment may follow the student with an Auditory Impairment, if required by law. The Member Districts further agree that any uncommitted surplus funds, after full satisfaction of all charges and liabilities, remaining in the Abilene RDSPD SSA's operating fund shall be calculated, and the withdrawing Member District shall receive a proportionate share, based upon a ratio that compares the Member District's total deaf education student enrollment to the total deaf education student enrollment based upon the most recent PEIMS snapshot. This remaining balance will be, 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 Abilene 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, up to an amount not to exceed \$10,000.

5.6 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 Abilene RDSPD SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD Committee. For students who are being served in the Abilene RDSPD SSA Centralized Site, the Abilene RDSPD SSA will make available the following services for eligible students:

- Audiological Evaluations (Member District is responsible for initial Audiological Evaluation)
- Re-evaluations (this includes Audiological)
- Direct Services
- Speech and Language Assistance
- Itinerant Services
- Interpreter Services (Centralized Sites) (only)
- Staff Training
- Attend Admission, Review and Dismissal (ARD) Committee Meetings
- Program Supervision
- Maintaining of Assistive Listening Devices
- Teacher Consultations

For itinerant services, Abilene ISD will provide the following:

- Observations
- Direct student instruction

- Consult with teacher
- Consult with assessment staff on AI  
Procedures and paperwork
- Parent education / training
- Speech / Language assistance
- Equipment delivery / Inservice
- Assisting with hearing aids
- Inservice staff training
- Evaluation / documentation

The provision of any services referenced in provision 5.7 is contingent upon the ARD Committee determination that such services are necessary and appropriate.

5.7 The Member Districts agree that they are solely responsible for maintaining local and state effort as defined in 34 C.F.R. §§300.231 thru 300.233.

5.8 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. The member district is responsible for following referral procedures as set forth in the operating guidelines. Member districts shall send an ARD representative to the ARD Committee considering the educational needs of students with auditory impairment from that member district. The member district representative shall inform the Abilene RDSPD SSA of any changes in student location or status.

5.9 Each member district agrees that prior to joining another RDSPD SSA, the member district will notify the Abilene RDSPD Executive Director.

5.10 Member districts are responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. Abilene RDSPD AI teacher may participate in the evaluation or ARD Committee processes determined by the Coordinator. Member districts are responsible for re-evaluations of itinerant students. Abilene RDSPD is responsible for conducting re-evaluation of students receiving services in the centralized programs, but not for itinerant students.

## **6. Non-Member Services**

6.1 Students from school districts or charter schools other than those Member Districts who are parties to this agreement (“non-member LEAs”) will be considered for services/placement upon written request to the RDSPD Director or other Administrator as determined by the Fiscal Agent of the Abilene RDSPD SSA. An authorized representative of the

non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member District Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The Member Districts acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the Abilene RDSPD SSA, the RDSPD Director shall refer the matter to TEA for review.

6.2 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 Abilene 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 Abilene RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by Abilene 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.

6.3 The costs for providing non-member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the RDSPD Director. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit "A".

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".

6.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon written request to the RDSPD Director (under a services contract). Such contracts shall be in the form attached as Exhibit "C". The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit "A".

6.6 In the event a non-member LEA or Charter School does not agree to enter into a contract for requested services to be provided by the Abilene RDSPD SSA, then the Abilene RDSPD SSA will provide contact information for providers with whom those schools may directly contract for services, if available.

6.7 Each Member District, by approval of this Agreement, approves the authority of the Management Board to enter into agreements with non-member LEAs as set for in paragraph 6.7 herein regarding Exhibits “B” and “C”.

## **7. Fiscal Practices**

7.1 The Abilene RDSPD SSA will operate on a budget prepared by the RDSPD Executive Director of Special Education. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency. To the extent applicable, the Member District will be notified of any proportionate share due after October enrollment. Tuition calculations will be determined annually based upon budget deficits.

7.2 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 referenced in 3.3, as well as any uncontrollable costs, incurred by the Abilene RDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the RDSPD Budget and Tuition Calculator attached as Exhibit D. Notwithstanding, such Member District contribution shall not exceed the amount of \$1,000 over the prior year’s tuition calculation (2017-2018) for the 2018-2019 school year. Students enrolled after the PEIMS snapshot date will not be assessed a fee for that school year.

The Abilene RDSPD SSA is funded as follows:

Revenue:

State Deaf Funds 0 – 21 year eligible based on PEIMS October Snapshot date (the last Friday of October).

IDEA-B Preschool Deaf  
IDEA-B Discretionary Deaf  
IDEA-B Formula Deaf  
IDEA-C ECI

Local Fee based on October Child Count

Total Budget - Expenses = Negative/Deficit

7.3 Member Districts may 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, upon written request of a Member District. Excess costs are costs which are over and above the amount billed to Member Districts at the beginning of a school year.

7.4 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.

7.5 The RDSPD's accounts will 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.

## **8. Dissolution**

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Boards of Trustees of each Member District. Upon dissolution, the Abilene RDSPD SSA's funds and any other remaining assets will be divided equally among the Member Districts. Following the vote to dissolve the Abilene RDSPD SSA, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

8.2 Separate Agreements pertaining to purchase or lease of real property, if any, shall supersede any provisions herein. Any such Agreements related to real estate are subject to the laws governing property in the state of Texas.

## **9. Risk of Loss**

9.1 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 its own personal or real property, costs of complaints, grievances or administrative hearings and litigation including expenses, awards of actual damages, court costs, attorneys fees, and settlement costs. Costs of administrative hearings shall be the responsibility of the Member District in which the student resides.

9.2 Each Member District will insure its owned or leased vehicles used in the transportation of students served by the Abilene RDSPD SSA for the statutory maximum limits of school district liability for motor vehicle accidents.

## **10. Transportation**

10.1 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.

10.2 It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a member district, then any and all costs will be the responsibility of the member district where the student resides.

## **11. Interpreter Services for School Sponsored Activities Outside the Instructional Day**

11.1 It is the responsibility of the Member District of the AI student's residence to provide and fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, after-school tutoring and any other extra-curricular activity sponsored by a school district.

## **12. The Centralized Site Determination**

12.1 It is agreed and understood that the Executive Director of the RDSPD may determine Centralized Site locations with input from the Member Districts. Criteria for Centralized Sites will be determined by the Executive Director of the RDSPD. Final Centralized Site determination is contingent upon approval by the Board of Trustees for the Member District where the site is to be located. At any time should the Executive Director of the RDSPD determine that the Centralized Site is unable to fulfill the criteria as contemplated by this Agreement, then a new Centralized Site will be determined by the Executive Director of the RDSPD on behalf of the Fiscal Agent.

## **13. Legal Responsibilities**

13.1 Except as otherwise provided herein, the Member District wherein the student is enrolled shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

13.2 Except as otherwise provided herein, the Member District wherein the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.



13.3 If the Abilene RDSPD SSA, Fiscal Agent or any employee, agent or officer of the Fiscal Agent, is a named party in litigation under the IDEA whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court or under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member District where the student resides (or is otherwise enrolled in school) remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the Abilene RDSPD SSA and the Fiscal Agent for any legal costs incurred by the Abilene RDSPD SSA or the Fiscal Agent.

13.4 Each Member District shall be responsible for legal fees resulting from complaints, grievances, or litigation associated with an employee with whom the Member District has a contract or with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

13.5 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.

13.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise among 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 among the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The Member Districts who are parties to the dispute must agree before any settlement is binding.

## **14. The Agreement**

14.1 This Agreement will be automatically renewed by each Member District annually unless notification of withdrawal is given by a Member District or the program is otherwise terminated by action of TEA. The terms and conditions set out in this Agreement may be modified in writing subject to the approval of the Member District Boards of Trustees.

14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Abilene RDSPD SSA and responsibilities under any prior Abilene RDSPD SSA Agreement.

14.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

14.4 This Agreement is governed by the laws of the State of Texas.

14.5 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.

14.6 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.

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

14.8 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.

14.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

14.10 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Any modifications agreed to by all member district Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of the effective date of the revised Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[FOR LAW FIRM USE ONLY]

Abilene Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Albany Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Anson Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Aspermont Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Baird Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Benjamin Independent School District

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date









Paint Creek Independent School District

\_\_\_\_\_  
Board President Date

Ranger Independent School District

\_\_\_\_\_  
Board President Date

Rising Star Independent School District

\_\_\_\_\_  
Board President Date

Roby Cons. Independent School District

\_\_\_\_\_  
Board President Date

Rochester Independent School District

\_\_\_\_\_  
Board President Date

Roscoe Independent School District

\_\_\_\_\_  
Board President Date

Rotan Independent School District

\_\_\_\_\_  
Board President Date

Rule Independent School District

\_\_\_\_\_  
Board President Date



Ira Independent School District

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Board President

---

Date

**Services Listed Are for Reference Only**  
**Availability of such services will be determined at the time of a Request for Non-Member services is submitted.**

**EXHIBIT A**

**Requested Non-Member LEA or Charter Schools Services and Applicable Fees**

This fee schedule shall be determined by the RDSPD. Fees are subject to change at the discretion of the RDSPD. Services are contingent upon staff availability.

(An administrative fee in the amount of \$\_\_\_\_\_ must be submitted with the executed Services or Interlocal contract). (Travel for RDSPD staff delivery services will be reimbursed in the amount of \$\_\_\_\_\_.)

**EVALUATION**

	Fee:
a. Otological Evaluation	Current ENT Fee
b. Audiological Assessment	\$275.00
c. Speech and Language Assessment	\$250.00
d. Psycho-educational Assessment	\$350.00
e. Psychological Assessment	\$400.00
f. Communication Assessment	\$300.00
g. Counseling	\$85.00/hour
h. Re-evaluation	\$350.00

**ITINERANT SERVICES**

	Fee:
a. Observation	\$75.00/hour
b. Equipment in-services	\$75.00/hour
c. Deliver batteries	_____
d. Troubleshoot hearing aids/equipment	_____
e. Shuttle/dispense broken and repaired aids	_____
f. Consult with teachers on modifications	_____
g. Consult with diagnosticians on AI	\$75.00/hour
Procedures and paperwork	\$75.00/hour
h. ARD participation	\$100.00
i. Direct services to students	\$75.00/hour
j. Auditory Training	\$75.00/hour
k. Speech and Language Assistance	\$75.00/hour
l. Itinerant Teachers	_____
m. Student Counseling	_____

- n. Centralized Site Interpreter Services \_\_\_\_\_
- o. Parent Education \_\_\_\_\_
- p. Staff Training \_\_\_\_\_

**CENTRALIZED SITE SERVICES**

- a. Transportation \_\_\_\_\_
  - b. Full day services \_\_\_\_\_
- Fee:

This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity. Students who attend a centralized program/centralized site will not be considered a transfer student.

EXHIBIT B

STATE OF TEXAS §  
§ INTERLOCAL AGREEMENT:  
§ FOR  
COUNTY OF \_\_\_\_\_ §

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The Abilene Regional Day School Program for the Deaf, an SSA, in \_\_\_\_\_ County, Texas (“the SSA”), and \_\_\_\_\_ (“Non-Member LEA”), an independent school district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement (“the Agreement”) for the provision of specific deaf education services for Non-Member LEA students who are eligible for deaf education services pursuant to IDEA as further defined herein (“Deaf Services”), in order to provide access to the SSA’s deaf education program as required by the Texas Education Agency (“TEA”). SSA and Non-Member LEA may be referred to jointly herein as the “Parties,” and individually as a “Party.”

WHEREAS, the SSA is currently providing Deaf Services to its Member Districts; and

WHEREAS, pursuant to the Abilene Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated \_\_\_\_\_, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA agrees to provide the Deaf Services, by means of this Interlocal Agreement; and

WHEREAS, both Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, *et seq.* of the Texas Government Code, the Texas Interlocal Cooperation Act (“the Act”), and will comply with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

1. Purpose  
Pursuant to Chapter 791 of the Act, the Non-Member LEA and the Member Districts made a part of the SSA are public entities, entering into this Agreement for the purpose of



providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: deaf education services and services for the public health and welfare.

2. General Agreement

The Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit “A” attached hereto.

3. SSA Responsibilities

SSA shall provide Deaf Services, utilizing best efforts, through its staff and personnel, as set forth on Exhibit “A”.

4. Non-Member LEA Responsibilities

- The Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member LEA retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- The Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the RDSPD SSA or do not reflect IDEA compliance, Non-Member LEA services may be rejected.
- The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- It is agreed and understood that the continued delivery of services to students of Member Districts of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may serve Non-Member LEA student(s), assurances shall be provided to the member districts that the Member District students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member District students.
- Non-Member LEAs are responsible for the education of each student with auditory impairments who resides within that Non-Member LEA’s boundaries regardless of whether the student is served in the Non-Member LEA’s local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student’s ARD Committee.

Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain Deaf Services based upon the fee schedule set forth in Exhibit A.

- Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- The Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.
- The Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

5. Miscellaneous

A. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Interlocal Agreement. Further, Non-Member LEA shall indemnify and hold the SSA harmless from any actions brought against the SSA, any Member District of the SSA or any employee, agent or officer of any Member District of the SSA for any reason related to the Deaf Services and/or this Interlocal Agreement.

B. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:

With a copy to:

To SSA:

With a copy to:

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- C. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. Prior Agreement Superseded. This Agreement together with the terms of the Abilene Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- E. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Definition of Terms. 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 III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 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.
- H. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- I. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of \_\_\_\_\_ and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to

review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

- J. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- K. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- L. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Member Districts, the Non-Member LEA's, or the past or present officers, employees, or agents of the Non-Member LEA's and Member Districts.
- M. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- N. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- O. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- P. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[INSERT]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

[INSERT]

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Exhibits:

Exhibit "A" – Rate Sheet

EXHIBIT C

STATE OF TEXAS	§	
	§	SERVICES AGREEMENT:
	§	FOR DEAF EDUCATION
	§	SERVICES
COUNTY OF _____	§	

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The Abilene Regional Day School Program for the Deaf, an SSA, in \_\_\_\_\_ County, Texas (“the SSA”), and \_\_\_\_\_ (“Non-Member Charter School”), a Charter School established by the Texas Education Agency, hereby enter into this Services Agreement (“the Agreement”) for the provision of specific deaf education services for Non-Member Charter School students who are eligible for deaf education services pursuant to IDEA as further defined herein (“Deaf Services”), in order to provide access to the non-member Charter School students to the SSA’s deaf education program as required by the Texas Education Agency (“TEA”) RDSPD Guidelines. SSA and Non-Member Charter School may be referred to jointly herein as the “Parties,” and individually as a “Party.”

WHEREAS, the SSA is currently providing Deaf Services to its Member Districts; and

WHEREAS, pursuant to the Abilene Regional Day School Program for the Deaf Shared Services Arrangement Agreement dated \_\_\_\_\_, the SSA may provide Deaf Services to Non-Member Charter Schools, as requested by TEA, by and through a Deaf Services Agreement; and

WHEREAS, Non-Member Charter School seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member Charter School has requested Deaf Services and the SSA agrees to provide the Deaf Services, by means of this Agreement; and

WHEREAS, both Parties acknowledge that such Agreement is consistent with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interests of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

1. Purpose

The Non-Member Charter School and the Member Districts made a part of the SSA are entering into this Agreement for the purpose of allowing Non-Member Charter School students an opportunity to access SSA Deaf Services consistent with the terms of this Agreement.

2. General Agreement

The Non-Member Charter School and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit "A" attached hereto.

3. SSA Responsibilities

The SSA shall utilize best efforts to provide Deaf Services to eligible students enrolled in a Non-Member Charter School as set forth on Exhibit "A".

4. Non-Member Charter School Responsibilities

- The Non-Member Charter School agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- The Non-Member Charter School retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member Charter School will be liable for any and all costs associated with its residentially placed students.
- The Non-Member Charter School agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the SSA or do not reflect IDEA compliance, such services may be rejected.
- The Non-Member Charter School shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- Any participation in the SSA programs by a Non-Member Charter School representative or employee, whether on a paid or volunteer basis, shall be considered within the course and scope of the employee's Non-Member Charter School employment. Non-Member Charter School shall provide such employee or representative with appropriate supervision during all times they are performing duties associated with the provision of SSA services, regardless of the time of day or the location where the duties are performed. The SSA representative shall have no duty to supervise or provide supervision or assistance to such persons
- It is agreed and understood that the continued delivery of services to students of

Member Districts of the SSA will take precedence over Non-Member Charter School students. When determining whether or not existing SSA personnel may serve Non-Member Charter School student(s), assurances shall be provided to the Member Districts that the Member District students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, at any time in its sole discretion, determine that existing personnel or contract employees cannot adequately serve Non-Member Charter School students while maintaining its obligation to serve Member District students.

- Non-Member Charter Schools are responsible for the education of each student with auditory impairments who resides within that Non-Member Charter School's boundaries, whether such student is served in a local program, SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member Charter School, through this Agreement, may retain Deaf Services based upon the fee schedule set forth in Exhibit A.
- Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member Charter School. The Non-Member Charter School will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- The Non-Member Charter School agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non-compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member Charter School is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, and for related insurance for any vehicles as required for such transportation.
- The Non-Member Charter School is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member Charter School is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

If and when applicable, the Non-Member Charter School will sign documents prepared by SSA and acceptable to \_\_\_\_\_.

5. Risk of Loss and Indemnification.

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



to SSA services provided under this Agreement to Non-Member Charter Schools students.

- B. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member Charter School agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property which may arise out of or be occasioned by this Agreement or any of its activities or any act or omission of any employee or representatives of the parties to this Agreement.
  - C. NON-MEMBER CHARTER SCHOOL SHALL INDEMNIFY AND HOLD ABILENE RDSPD (“SSA”) HARMLESS FROM ANY ACTIONS BROUGHT AGAINST THE SSA, ANY MEMBER DISTRICT OF THE SSA OR ANY EMPLOYEE, AGENT OR OFFICER OF THE SSA OR ITS MEMBER DISTRICTS FOR ANY REASON RELATED TO THE DEAF SERVICES AND/OR THIS AGREEMENT.
6. Insurance Requirements.
- A. Commercial General Liability. The Non-Member Charter School agrees to provide and maintain during the term of this Agreement coverage limits of \$1,000,000.00 for each occurrence and \$2,000,000 General Aggregate.
  - B. Automobile Liability. The Non-Member Charter School will insure its owned or leased vehicles used in the transportation of students receiving Deaf Services for the SSA for the statutory maximum limits of school district liability for motor vehicle accidents. The Non-Member Charter School acknowledges that the SSA does not provide transportation and does not utilize vehicles for the furtherance of this program or in its role as Fiscal Agent.
  - C. Workmen’s Compensation. Coverage shall be provided for all liability arising out of the Non-Member Charter School’s employment of its employees and anyone for whom the Non-Member Charter School shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no “alternative” form of insurance shall be permitted.
  - D. General Provisions Applicable to Insurance.
    - 1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued, and rated no less than B in the most current edition of Best’s Rating Manual at all times during the term

of this Agreement.

2. The General Liability and Automobile policy or policies so issued in the name of the Non-Member Charter School shall also name the SSA as an additional insured, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to the SSA, with the SSA's insurance being excess, secondary and non-contributing. The Commercial General Liability and Automobile coverage provided by the Non-Member Charter School shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

3. The Non-Member Charter School shall have its insurance carrier(s) furnish to the SSA insurance certificates in form satisfactory to the SSA specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Agreement is in effect without thirty (30) calendar days prior written notice to SSA, and a statement that the SSA is named as additional insured as provided above.

E. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:

With a copy to:

To SSA:

With a copy to:

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

F. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

- G. Prior Agreement Superseded. This Agreement together with the terms of the Abilene Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- I. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- J. Definition of Terms. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated. 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 III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 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.
- K. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- L. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Abilene and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be

construed against the drafter of the Agreement.

- M. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- N. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- O. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, its Non-Member District or their past or present officers, employees, or agents.
- P. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member Charter School.
- Q. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- R. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- S. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[INSERT]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

[INSERT]

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Exhibits:

Exhibit "A" – Rate Sheet

**2018-2019 Non-AISD RDSPD Students Billed**

**Updated 1/29/2019**

TOTAL DUE PER MEMBER DISTRICT	Full Time	0-2 ECI Itinerant	3-22 Itinerant	Total
Baird ISD	\$11,500.00			\$11,500.00
Breckenridge ISD	\$11,500.00			\$11,500.00
Munday CISD		\$5,000.00		\$5,000.00
Clyde CISD			\$19,700.00	\$19,700.00
Jim Ned CISD - Buffalo Gap			\$5,000.00	\$5,000.00
Jim Ned CISD - Ovalo CISD	\$11,500.00			\$11,500.00
Merkel ISD	\$11,500.00			\$11,500.00
Trent ISD			\$5,000.00	\$5,000.00
Anson ISD	\$23,000.00			\$23,000.00
Haskell CISD	\$11,500.00	\$2,450.00		\$13,950.00
Hawley ISD	\$23,000.00			\$23,000.00
Colorado ISD			\$8,450.00	\$8,450.00
Loraine ISD	\$11,500.00			\$11,500.00
Sweet Water ISD	\$11,500.00			\$11,500.00
<b>TOTALS</b>	<b>\$126,500.00</b>	<b>\$7,450.00</b>	<b>\$38,150.00</b>	<b>\$172,100.00</b>

**\$0.00**



RDSPD FTE Calculations		199 General Fund	224 IDEA-B Formula	226 IDEA-B Discretionary Deaf	435 State Deaf	496 RDSPD Billing Fund	Total FTE					
Personnel (6100):	Fund	Allocation	FTE	Allocation	FTE	Allocation	FTE	Allocation	FTE	Allocation	FTE	Total FTE
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$30,168	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	224	\$0	0.00	\$65,916	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$33,817	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$35,645	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$31,207	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$26,472	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$25,973	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	224	\$0	0.00	\$62,787	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	224	\$0	0.00	\$25,341	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	224	\$0	0.00	\$55,523	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	224	\$0	0.00	\$56,529	1.00	\$0	0.00	\$0	0.00	\$0	0.00	1.00
Aide - Deaf Education Interpreter	226	\$0	0.00	\$0	0.00	\$42,001	1.00	\$0	0.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	435	\$0	0.00	\$0	0.00	\$0	0.00	\$66,810	1.00	\$0	0.00	1.00
Teacher - Special Education Deaf Education	435	\$0	0.00	\$0	0.00	\$0	0.00	\$57,311	1.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	435	\$0	0.00	\$0	0.00	\$0	0.00	\$33,668	1.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	435	\$0	0.00	\$0	0.00	\$0	0.00	\$30,261	1.00	\$0	0.00	1.00
Aide - Special Education Deaf Ed Communication Facilitator	435	\$0	0.00	\$0	0.00	\$0	0.00	\$35,266	1.00	\$0	0.00	1.00
Speech Pathologist	496	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$58,033	1.00	1.00
Executive Director - Special Education (Currently 199 GF)	496	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$6,579	1.00	1.00
Early Childhood - Special Education PPCD Teacher (Currently 199 GF)	496	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$22,889	1.00	1.00
Special Education Audiologist (Currently 199 GF)	496	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$70,455	1.00	1.00
		\$0	0	\$449,378	11	\$42,001	1	\$223,317	5	\$157,955	4	21.00
<b>Program Totals</b>		199 General Fund		224 IDEA-B Formula		226 IDEA-B Discretionary Deaf		435 State Deaf		496 RDSPD Billing Fund		
		Allocation	FTE	Allocation	FTE	Allocation	FTE	Allocation	FTE	Allocation	FTE	Total FTE
EXHIBIT D		\$0	0.00	\$449,378	11.00	\$42,001	1.00	\$223,317	5.00	\$157,955	4.00	21.00



# EXHIBIT D

## Funding Source Worksheet 18/19

							1/30/2019	199 General Fund	224 IDEA B Formula	226 IDEA B Discretionary Deaf	435 State Deaf	496 RDSPD Billing Fund
Personnel (6100):	Fund	Object	Function	Campus	Contract	Name	Net Total					
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	044	186	Boyle	\$30,168		\$30,168			
Teacher - Special Education Deaf Education	224	6100	11	999	187	Cunningham	\$65,916		\$65,916			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	002	186	Gress	\$33,817		\$33,817			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	156	186	Guadarama	\$35,645		\$35,645			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martin	\$31,207		\$31,207			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martinez	\$26,472		\$26,472			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martinez	\$25,973		\$25,973			
Teacher - Special Education Deaf Education	224	6100	11	150	187	Nall	\$62,787		\$62,787			
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	002	186	Underwood	\$25,341		\$25,341			
Teacher - Special Education Deaf Education	224	6100	11	999	187	Vacant	\$55,523		\$55,523			
Teacher - Special Education Deaf Education	224	6100	11	044	187	Verritt	\$56,529		\$56,529			
Aide - Deaf Education Interpreter	226	6100	11	002	186	Moore	\$42,001		\$42,001			
Teacher - Special Education Deaf Education	435	6100	11	002	187	Havlik	\$66,810				\$66,810	
Teacher - Special Education Deaf Education	435	6100	11	150	187	Jorgensen	\$57,311				\$57,311	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	010	186	Porter	\$33,668				\$33,668	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	150	186	Ratliff	\$30,261				\$30,261	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	044	186	Ryan	\$35,266				\$35,266	
Speech Pathologist	496	6100	31	150	187	Charleville	\$58,033					\$58,033
Executive Director - Special Education (Currently 199 GF)	496	6100	21	863	226	Mangin	\$6,579					\$6,579
Early Childhood - Special Education PPCD Teacher (Currently 199 GF)	496	6100	11	156	187	Dukes	\$22,889					\$22,889
Special Education Audiologist (Currently 199 GF)	496	6100	31	863	202	Smith	\$70,455					\$70,455
							<b>\$872,651</b>	<b>\$0</b>	<b>\$449,378</b>	<b>\$42,001</b>	<b>\$223,317</b>	<b>\$157,955</b>
<b>Contracted Services (6200):</b>	<b>Fund</b>	<b>Object</b>	<b>Function</b>	<b>Campus</b>	<b>Quantity</b>	<b>Amount</b>	<b>Net Total</b>					
	0	0	0				\$0	\$0	\$0	\$0	\$0	\$0
							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Materials/Supplies (6300):</b>	<b>Fund</b>	<b>Object</b>	<b>Function</b>	<b>Campus</b>	<b>Quantity</b>	<b>Amount</b>	<b>Net Total</b>					
HON Storage Cabinets	496	6395	21	NA	0	0	\$1,279					\$1,279
Power One Mercury Fire 675	496	6399	11	NA	0	0	\$75					\$75
Smart Charge Battery	496	6399	11	NA	0	0	\$105					\$105
Folding Red Wagon for Tonya to Haul Equipment	496	6399	11	NA	0	0	\$149					\$149
Quattro 4.0 Lite Adaptive Bluetooth	496	6399	11	NA	0	0	\$180					\$180
Listening Tube, Digital Battery Tester, Rayovac 13AE, Rayovac 312AE, Rayo	496	6399	11	NA	0	0	\$188					\$188
Pendant Microphone Kit	496	6399	11	NA	0	0	\$275					\$275
Sign Language Books for Classes at Madison	496	6399	21	NA	0	0	\$522					\$522
Cochlear Wireless Mini Mic, Nucleus 7 TRUE Wireless User Guide	496	6399	11	NA	0	0	\$825					\$825
Roger Touchscreen Mic, Roger 14 Receivers	496	6399	11	NA	0	0	\$1,036					\$1,036
Roger Touchscreen Mic, Roger 14 Receivers	496	6399	11	NA	0	0	\$1,489					\$1,489
Kit Roger MyLink for Pediatrics Short Loop, Roger MyLink Short Loop, Rog	496	6399	11	NA	0	0	\$1,520					\$1,520
Roger 21	496	6399	11	NA	0	0	\$1,612					\$1,612
Roger 20 Receivers	496	6399	11	NA	0	0	\$1,630					\$1,630
Redcat Access with Flexmike	496	6399	11	NA	0	0	\$3,198					\$3,198
Roger Touchscreen Mic, Roger X Receivers, Roger 17 Receivers	496	6399	11	NA	0	0	\$5,014					\$5,014
							<b>\$19,097</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,097</b>
<b>Other (6400):</b>	<b>Fund</b>	<b>Object</b>	<b>Function</b>	<b>Campus</b>	<b>Quantity</b>	<b>Amount</b>	<b>Net Total</b>					
Smith - West Texas Collaborative Meeting Conference	496	6411	13	999	0	0	\$45					\$45
Smith - West Texas Collaborative Meeting Conference	496	6411	13	999	0	0	\$179					\$179
Cunningham - Monthly Travel between campuses	496	6411	11	999	0	0	\$677					\$677
Smith - Monthly Travel Between Campuses	496	6411	31	863	0	0	\$738					\$738
Smith - Pick up/Drop Off from RDSD	496	6494	11	999	0	0	\$351					\$351
							<b>\$1,989</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,989</b>
<b>Capital Outlay (6600):</b>	<b>Fund</b>	<b>Object</b>	<b>Function</b>	<b>Campus</b>	<b>Quantity</b>	<b>Amount</b>	<b>Net Total</b>					
	0	0	0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Operational Costs</b>						<b>TOTAL</b>	<b>\$893,737</b>	<b>\$0</b>	<b>\$449,378</b>	<b>\$42,001</b>	<b>\$223,317</b>	<b>\$179,041</b>



# FY2019 Projected Operating Budget

1/30/2019

Personnel (6100):	Fund	Object	Function	Campus	Contract	Name	Net Total	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	044	186	Boyle	\$30,168	
Teacher - Special Education Deaf Education	224	6100	11	999	187	Cunningham	\$65,916	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	002	186	Gress	\$33,817	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	156	186	Guadarrama	\$35,645	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martin	\$31,207	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martinez	\$26,472	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	150	186	Martinez	\$25,973	
Teacher - Special Education Deaf Education	224	6100	11	150	187	Nall	\$62,787	
Aide - Special Education Deaf Ed Communication Facilitator	224	6100	11	002	186	Underwood	\$25,341	
Teacher - Special Education Deaf Education	224	6100	11	999	187	Vacant	\$55,523	
Teacher - Special Education Deaf Education	224	6100	11	044	187	Verritt	\$56,529	
Aide - Deaf Education Interpreter	226	6100	11	002	186	Moore	\$42,001	
Teacher - Special Education Deaf Education	435	6100	11	002	187	Havlik	\$66,810	
Teacher - Special Education Deaf Education	435	6100	11	150	187	Jorgensen	\$57,311	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	010	186	Porter	\$33,668	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	150	186	Ratliff	\$30,261	
Aide - Special Education Deaf Ed Communication Facilitator	435	6100	11	044	186	Ryan	\$35,266	
Speech Pathologist	496	6100	31	150	187	Charleville	\$58,033	
Executive Director - Special Education (Currently 199 GF)	496	6100	21	863	226	Mangin	\$6,579	
Early Childhood - Special Education PPCD Teacher (Currently 199 GF)	496	6100	11	156	187	Dukes	\$22,889	
Special Education Audiologist (Currently 199 GF)	496	6100	31	863	202	Smith	\$70,455	
							<b>\$872,651</b>	
Contracted Services (6200):	Fund	Object	Function	Campus	Quantity	Amount	Net Total	
							\$0	
							<b>\$0</b>	
Materials/Supplies (6300):	Fund	Object	Function	Campus	Quantity	Amount	Net Total	
HON Storage Cabinets	496	6395	21	863			\$1,279	
Power One Mercury Free 675	496	6399	11	999			\$75	
Smart Charge Battery	496	6399	11	999			\$105	
Folding Red Wagon for Tonya to Haul Equipment	496	6399	11	999			\$149	
Quattro 4.0 Lite Adaptive Bluetooth	496	6399	11	999			\$180	
Listening Tube, Digital Battery Tester, Rayovac 13AE, Rayovac 312AE, Ray	496	6399	11	999			\$188	
Pendant Microphone Kit	496	6399	11	999			\$275	
Sign Language Books for Classes at Madison	496	6399	21	863			\$522	
Cochlear Wireless Mini Mic, Nucleus 7 TRUE Wireless User Guide	496	6399	11	999			\$825	
Roger Touchscreen Mic, Roger 14 Receivers	496	6399	11	044			\$1,036	
Roger Touchscreen Mic, Roger 14 Receivers	496	6399	11	044			\$1,489	
Kit Roger MyLink for Pediatrics Short Loop, Roger MyLink Short Loop, Rog	496	6399	11	999			\$1,520	
Roger 21	496	6399	11	999			\$1,612	
Roger 20 Receivers	496	6399	11	999			\$1,630	
Redcat Access with Flexmike	496	6399	11	999			\$3,198	
Roger Touchscreen Mic, Roger X Receivers, Roger 17 Receivers	496	6399	11	999			\$5,014	
							<b>\$19,097</b>	
Other (6400):	Fund	Object	Function	Campus	Quantity	Amount	Net Total	
Smith - West Texas Collaborative Meeting Conference	496	6411	13	999			\$45	
Smith - West Texas Collaborative Meeting Conference	496	6411	13	999			\$179	
Cunningham - Monthly Travel between campuses	496	6411	11	999			\$677	
Smith - Monthly Travel Between Campuses	496	6411	31	863			\$738	
Smith - Pick up/Drop Off from RDSD	496	6494	11	999			\$351	
							<b>\$1,989</b>	
Capital Outlay (6600):	Fund	Object	Function	Campus	Quantity	Amount	Net Total	
							\$0	
							<b>\$0</b>	
<b>Total Operational Costs</b>							<b>TOTAL</b>	<b>\$893,737</b>

## RDSPD Budget &amp; Tuition Calculator - 2018/19 Year

## EXHIBIT D

1/30/2019

Expense Calculation for Deaf Activity	Type	Fund Code	Note	Expense/(Revenue)	Comments	Note
Total Operating Cost for All Funds	Expense	All Funds		\$893,737	All Deaf Expense	
General Fund	Revenue	199	A	\$0		
IDEA-B Formula	Revenue	224		(\$449,378)	All Funding Covered by Revenue	
IDEA-B Discretionary Deaf	Revenue	226		(\$42,001)	All Funding Covered by Revenue	
State Deaf	Revenue	435		(\$223,317)	All Funding Covered by Revenue	
Operating Cost Funded by RDSPD	Expense	496	A	\$179,041		

## WACO FORMULAS

Tuition Calculation for Fund 496	Total Pupils	Cost Per Pupil	Note	Total Pupil Cost	2018-2019 Non-AISD Billing	Difference	Note
Anticipated Tuition: Full Time	28	\$4,072.89	B	\$114,041	\$126,500	(\$12,459)	
Anticipated Tuition: 0-2 ECI Itinerant	4	\$5,000.00	C	\$20,000	\$7,450	\$12,550	
Anticipated Tuition: 3-22 Itinerant	9	\$5,000.00	C	\$45,000	\$38,150	\$6,850	
Operating Cost Funded by RDSPD	41			\$179,041	\$172,100	\$6,941	D

## ABILENE MODIFIED WACO FORMULAS

Tuition Calculation for Fund 496	Non-AISD Pupils	Cost Per Pupil	Note	Total Pupil Cost	2018-2019 Non-AISD Billing	Difference	Note
Anticipated Tuition: Full Time	11	\$12,130.99	B	\$133,441	\$126,500	\$6,941	
Anticipated Tuition: 0-2 ECI Itinerant	2	\$3,725.00	C	\$7,450	\$7,450	\$0	
Anticipated Tuition: 3-22 Itinerant	9	\$4,238.89	C	\$38,150	\$38,150	\$0	
Operating Cost Funded by RDSPD	22			\$179,041	\$172,100	\$6,941	D