

04

Approve Birdville ISD Shared Services Agreement and Resolution re Regional Day School for the Deaf

**BOARD RESOLUTION REGARDING BIRDVILLE REGIONAL DAYSCHOOL  
PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT**

**WHEREAS**, the Board of Directors of International Leadership of Texas, Inc., the Charter Holder of International Leadership of Texas has previously authorized and executed the Shared Services Arrangement Agreement for the Birdville Regional Day School Program for the Deaf (“RDSPD SSA”);

**WHEREAS**, the RDSPD SSA is a cooperative established by and through a Shared Services Agreement of school districts to operate certain aspects of their special education program for students with disabilities under the authority of former Section 29.007, Texas Education Code, and the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

**WHEREAS**, the RDSPD SSA is composed of the following school district and charter school members: Birdville Independent School District, Carroll Independent School District, Eagle Mountain-Saginaw Independent School District, Grapevine-Colleyville Independent School District, Hurst-Eules-Bedford Independent School District, International Leadership Texas Charter, Keller Independent School District, and Westlake Academy (“Member Districts”);

**WHEREAS**, the Birdville Independent School District serves as the fiscal agent for the RDSPD SSA;

**WHEREAS**, the RDSPD SSA is governed by a Management Board consisting of the Superintendent of Schools for each Member District;

**WHEREAS**, Senate Bill 1376 was passed by the 86<sup>th</sup> Legislature and repealed Texas Education Code Section 29.007 which stated as follows,

School district may enter into a written contract to jointly operate their special education programs. The contract must be approved by the commissioner. Funds to which the cooperating districts are entitled may be allocated to the districts jointly as shared services arrangement units or shared services arrangement funds in accordance with the shared services arrangement districts’ agreement.

**WHEREAS**, the Texas Education Agency (“TEA”) continues to exercise authority over Regional Day School Programs for the Deaf as part of their authority through Texas Education Code Chapter 30, Subchapter D.

**WHEREAS**, school districts retain the legal authority to enter into interlocal agreements under the authority of Texas Education Code Sections 11.157 and 11.1511(c)(4) as well as under the Interlocal Cooperation Act, Chapter 791, Texas Government; and school districts continue to be required to have access to RDSPDs in accordance with 19 Texas Administrative Code § 89.1080.

**WHEREAS**, the Board of Trustees is authorized under Texas Education Code Section 11.1511(c)(4) and the Texas Education Agency Regional Day School Programs for the Deaf

Shared Services Arrangement Procedures updated in 2020 to delegate authority to the Superintendent of Schools to take current and future action to conform the RDSPD SSA to an Interlocal Agreement and further modify the agreement to conform with TEA regulations, rules or guidance;

**WHEREAS**, the Board of Trustees may also lawfully delegate the authority to the Superintendent of Schools to represent the District and take action on the Management Board, without need for further approval of the Board of Trustees, with the exception of any changes to the District's participation in same or potential or anticipated litigation;

**WHEREAS**, the current and future changes to the RDSPD SSA requires the legal services of a law firm to ensure legal compliance, remove inapplicable legal requirements and set forth the rights and responsibilities of each party to continue to work in a cooperative manner so that RDSPD services may be provided to special education students;

**WHEREAS**, the Member Districts request the representation of the law firm of Walsh Gallegos Treviño Kyle & Robinson P.C. ("Walsh Gallegos") for multi-party joint representation given the shared common interest to change the RDSPD SSA to an Interlocal Agreement that meets legal requirements, and make any other Management Board-requested changes to the Interlocal Agreement including future changes caused by TEA regulations, rules or guidance or changes in law;

**WHEREAS**, prior written consent of all Member Districts (except for Member Districts represented by other legal counsel), including current clients of the firm, is required to engage the law firm's representation along with acknowledgments by the Member Districts that each,

- a. is not aware of any existing conflict of interest that impacts joint representation such as pending litigation or adverse interests with another District in the drafting of the Interlocal Agreement, etc.,
- b. will inform the law firm if a conflict of interest or potential conflict of interest arises during the pendency of the multi-party joint representation, and
- c. agrees to a limited waiver of the attorney-client privilege as to information learned by the law firm as part of its multi-party joint legal representation (but only as between jointly represented Member Districts) that directly arises from the joint representation in drafting of a new Interlocal Agreement to replace the current RDSPD SSA and future related revisions (the limited attorney-client waiver does not apply to third parties or to information related or arising from other areas of legal representation); and
- d. delegates the authority to provide future consents for multi-party legal representation on this matter to the Superintendent of Schools.

**WHEREAS**, Walsh Gallegos has disclosed that the potential for a conflict of interest may arise in joint representation of clients and that it,

- a. is not aware of a conflict of interest that would prevent the firm from undertaking this representation,
- b. will notify the jointly represented Member Districts if it becomes aware of a potential or actual conflict of interest, and
- c. will withdraw from this representation upon Management Board request or should an actual conflict of interest arise to include threatened or actual litigation among jointly represented Member Districts related to the drafting and future revision of an Interlocal Agreement from the current RDSPD SSA;

**BE IT RESOLVED THAT**, the Board of Trustees approves by majority vote that,

1. The statements in the Preamble of this Resolution are found to be true and correct;
2. Approves the District's participation in a newly drafted Interlocal Agreement based on revisions to the current RDSPD SSA as approved by the Superintendent of Schools for the 2021-2022 school year and into the future;
3. Delegates authority to the Superintendent of Schools to -
  - a. Serve and represent the District on the RDSPD SSA Management Board, with authority to take all necessary action, with the exception of decisions to withdraw the District from membership and/or decisions on anticipated or potential litigation, as such decisions are reserved for consideration and action by the Board;
  - b. Negotiate and approve a new Interlocal Agreement from the current RDSPD SSA and any future revisions to ensure full conformity with the law and serve the best interest of the District; and
  - d. Consent to the future retention of the law firm of Walsh Gallegos and provide requested consents for continued or future multi-party joint representation on future revisions to the Interlocal Agreement;
4. Retains the law firm Walsh Gallegos Treviño Kyle & Robinson P.C. for joint multi-party representation of all Member Districts, except for Member Districts represented by other counsel, for legal counsel and service in drafting a new Interlocal Agreement; and

5. Sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees was posted pursuant to Chapter 551, Texas Government Code, and the meeting and vote on this Resolution was open to the public as required by law.

APPROVED AND ADOPTED this 18<sup>th</sup> day of January, 2023.

By: \_\_\_\_\_  
Peter Gudmundsson, President  
Board of Directors of International Leadership  
of Texas, Inc.

ATTEST:

\_\_\_\_\_  
Tracy Cox, Secretary  
Board of Directors of International Leadership of Texas, Inc.

**CERTIFICATE FOR RESOLUTION**

I hereby certify that the foregoing Resolution was presented to the Board of Directors of International Leadership of Texas during a meeting on January 18, 2023. A quorum of the Board of Directors being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

To certify which, witness my hand and the official seal of the Charter Holder this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Tracy Cox, Secretary, Board of Directors of  
International Leadership of Texas



**BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF  
SHARED SERVICES ARRANGEMENT AGREEMENT**

The BIRDVILLE INDEPENDENT SCHOOL DISTRICT, CARROLL INDEPENDENT SCHOOL DISTRICT, EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT, GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT, HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT, INTERNATIONAL LEADERSHIP TEXAS CHARTER, KELLER INDEPENDENT SCHOOL DISTRICT, AND WESTLAKE ACADEMY (“Member Districts”), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of TEXAS EDUCATION CODE Sections 29.007 and 30.081 *et seq.* and TEXAS GOV’T CODE Section 791.001 *et seq.*, (Vernon 1994), as the BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (hereinafter “BIRDVILLE RDSPD SSA”) as set out in this Birdville Regional Day School Program for the Deaf Special Education Shared Services Arrangement Agreement. Member Districts covenant and 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 for the parties referenced herein. 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 Birdville RDSPD SSA, subject to the ARD committee recommendations.

1.2 It is further agreed that the RDSPD SSA is not intended to serve a student whose primary, ongoing needs are related to a severe or profound emotional, behavioral or cognitive deficient, and not primarily AI. This provision shall not be construed as a requirement for the RDSPD SSA to serve a student who presents with a disability which in addition to Auditory Impairment, requires services or programming that exceeds AI programming. The RDSPD SSA applies LRE standards when considering services for students with AI.

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



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1.4 The Birdville RDSPD SSA's administrative offices will be located in Haltom City, Texas.

1.5 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Chapter 29 of the Texas Education Code; 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 RDSPD SSA's Operating Guidelines, if any, approved by all Member Districts.

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.

Birdville 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





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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) Cluster site. The student who attends the cluster 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.

1.6 AI students not enrolled in the Birdville RDSPD SSA 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 Birdville RDSPD SSA for direct services. In the event a student presents with eligibilities in addition to auditory impairment, it is agreed and understood that the primary function of the Birdville RDSPD SSA is to ensure that services are provided to address the disability of auditory impairment. The Birdville RDSPD SSA shall, upon written request to the Birdville RDSPD SSA Supervisor, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the Birdville RDSPD SSA Supervisor of the Birdville RDSPD SSA, the Birdville RDSPD SSA will make available personnel for consultation on a per pupil fee basis.

1.7 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with the Texas Education Agency's ("TEA") Division of IDEA Coordination.

1.8 Any SSA operating guidelines or policies inconsistent with the provisions contained herein shall be deemed null and void.



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1.9 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.5.

1.10 Each Member District retains financial responsibility for students who are enrolled in the Regional Day School Program for the Deaf (RDSPD). It is agreed and understood that each Member District retains responsibility for transportation to and from the RDSPD sites or Texas School for the Deaf, if possible.

### **2. Management**

2.1 The Birdville RDSPD SSA will be governed by a Management Board composed of the Superintendents or a Special Education Director, or their designees of the Member Districts as the representatives of the boards of trustees of the Member Districts. Such Management Board will meet, at least annually, to review the SSA Agreement and matters related to the Birdville RDSPDSSA.

2.2 The Birdville RDSPD SSA Supervisor will serve as chairperson of the SSA Management Board. The special education director or designee, will initially serve as secretary of the SSA Management Board and will record, prepare and maintain minutes of each SSA Management Board meeting. The SSA Management Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the SSA Management Board.

2.3 Unless otherwise provided herein, Management Board actions require the approval of a majority 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 Supervisor of another Shared Services Arrangement. The RDSPD SSA Supervisor has discretion to allow for votes to be submitted by written communication or by proxy.

2.4 The SSA Management Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. The Director has discretion to call additional meetings.



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2.5 The Director, on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the SSA.

2.6 The RDSPD SSA Supervisor may prepare operating guidelines and procedures for the RDSPD SSA operation and for review by the SSA Management Board.

2.7 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 RDSPD SSA. Disposition of property shall be governed by Section 5.11. 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 all Member Districts with the exception of the Member District being recommended for revocation.

2.8 Any Member District that 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 Section 5.11. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agency the written Agency waiver.

2.9 Should a Local Education Agency ("LEA"), District or Charter School seek to become a Member District of the Birdville RDSPD SSA, a written request must be provided to the Birdville RDSPD SSA Supervisor for Management Board consideration by September 1<sup>st</sup> before the notification to TEA of pending reconfiguration changes due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District or Charter School seeking to become a member. Any reconfiguration is subject to approval by each Member District's Board of Trustees or Charter's governing



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authority.

### **3. Personnel**

3.1 The Chief Administrator of the Birdville RDSPD SSA will be the Special Education Director of the Fiscal Agent ("RDSPD SSA Supervisor" or "Supervisor"), who will be employed by the Fiscal Agent district as may be recommended by the SSA Management Board. The Supervisor shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily 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 Supervisor. SSA Management Board Operating Guidelines, if any, may limit or expand the extent of the administrative authority and contractual power of the Supervisor. Other SSA Supervisor responsibilities include: (a) recommendation of operating guidelines for the SSA; (b) recruitment, interviewing and recommendation of employment of SSA personnel to the Fiscal Board Agent, as needed to ensure that the SSA is staffed with qualified personnel; (c) purchasing of materials, approval of bills, overseeing disbursements and keeping records of all transactions; (d) supervising, evaluating and recommending employment status of other SSA personnel; (e) and other duties as assigned.

3.2 The RDSPD SSA Supervisor shall serve as Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act. Each Member District retains responsibility for records requests made pursuant to the Texas Public Information Act, Family Educational Rights and Privacy Act (FERPA) or Individuals with Disabilities Education Act (IDEA) that are submitted directly to the Member District.

3.3 All SSA personnel which may include the Special Education Supervisor, itinerant staff, paraprofessionals, audiologists, direct services staff, deaf education teachers, counselors, interpreters, and 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, leave and other benefits. All personnel of the Member Districts are subject to SSA Operating Guidelines. The Fiscal Agent may consider recommendations from the SSA Management Board when employing SSA personnel, but retains final hiring and termination authority regarding



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employment of SSA personnel. Personnel assigned to a Member District serve under contract to that District and are subject to the personnel policies. The Chief Administrator of the Cooperative will be the Special Education Director (“RDSPD SSA Supervisor” or “Supervisor”).

3.4 Employees set forth in 3.1 and 3.3 shall be subject to the Fiscal Agent salary schedule.

3.5 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with, the policies of the District with whom the employee has a contract or employment relationship.

3.6 Except as otherwise provided herein, SSA personnel who provide special education services to Member Districts and SSA office personnel, shall be evaluated by the RDSPD SSA Supervisor or other appropriate supervisor, pursuant to the evaluation policies and procedures of the Fiscal Agent or the SSA operating guidelines as determined by the RDSPD SSA Supervisor. 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, leave and other benefits. The RDSPD Supervisor retains final hiring and termination authority regarding employment of RDSPD SSA personnel.

3.7 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the district with whom the employee has an employment relationship or contractual agreement.

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

4.1 Birdville Independent School District shall serve as the Fiscal Agent. The Fiscal Agent, as a Member District, is subject to Member District responsibilities and acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 The Fiscal Agent will account for salaries and expenses of the RDSPD SSA personnel and RDSPD SSA operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B



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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 the total state and federal allocations.

4.3 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the SSA Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort. Any claims regarding the mis-application of such funds shall be the responsibility of the Member District to which such funds were assigned.

4.4 Except as otherwise provided herein, the Fiscal Agent will prepare and submit, on behalf of the SSA, any reports or applications required by federal or state law, SSA Operating Guidelines or RDSPD SSA policy.

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

4.6 The RDSPD SSA Supervisor, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and RDSPD SSA policies. The Fiscal Agent shall request compliance with the Americans with Disabilities Act (ADA) and the Family Educational Rights and Privacy Act (FERPA) by each service provider.

4.7 Should the Fiscal Agent cease for any reason to serve, the SSA Management Board will by majority vote appoint another Member District as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in fiscal agent.





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However, a Member District, if so elected by the Management Board to serve as the new Fiscal Agent, is not required to serve as Fiscal Agent. A Member District shall not serve as Fiscal Agent absent specific approval by the Member District's Board of Trustees or other governing body if not an ISD.

4.8 Each Member District, in which a student resides and who receives RDSPD SSA services, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school or the district that provides the service will prepare all required PEIMS student data reports on the 163 Record for students receiving RDSPD SSA services. In the event a Member District fails to submit PEIMS students data on the 163 Record for a student who has been served by the RDSPD SSA, it is agreed and understood that all Member Districts will contribute toward the financial deficit resulting from such Member District's failure, and that an increase in the local fee for all Member Districts may result.

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

5.1 Each Member District acknowledges that federal funds received from the State for special education programs and services, deaf education programs, state funds and ECI Part C funds flow from TEA directly to the Fiscal Agent. Member Districts agree that any other funds assessed under SSA policies or other legal requirement will be remitted within thirty (30) calendar days from the date the invoice is received from the Fiscal Agent.

5.2 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the SSA operations. Member Districts where a student receives services are responsible for maintaining student eligibility folders.

5.3 Member Districts in which centralized programs are located shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services. Centralized programs or cluster sites are located in Birdville ISD.



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5.4 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the RDSPD SSA with RDSPD SSA funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such RDSPD SSA funds was from local, state, federal, or private sources, are the property of the RDSPD SSA, and not that of individual Member Districts. All personal property of whatever nature, individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the RDSPD SSA for RDSPD SSA educational services. Agreements pertaining to purchase of real property or any deeds pertaining to real property are not governed by this contract.

5.5 Except as otherwise provided herein, Member Districts are ultimately responsible for the education of all students with auditory impairment within its district boundaries whether the child is served in the local program, centralized program, Birdville RDSPD SSA, or other placements. For students being served at the Birdville RDSPD SSA centralized program, the RDSPD SSA will provide the following services:

- Periodic assessments;
- IEP documentation on the provision of services except for the initial ARD
- Annual ARD/IEP meetings and others as necessary;
- School calendar of pupil educational events including extracurricular events;
- Educational classes appropriate for implementation of the IEP and provided in the least restrictive instructional arrangement;
- Instructional equipment and/or related services appropriate to the implementation of the IEP;
- Appropriate instructional classes for those students qualifying for extended school year services as determined in an ARD/IEP meeting in collaboration with the home district;
- Sending members may be assessed a fee for ESY or other related services based on operating guidelines; and





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- Assessment for student transition planning and collaboration with community and service agencies for future services.

Additionally, the RDSPD SSA Supervisor may plan with each of the Administrators of Special Education:

- In the referral/admissions process to the Birdville RDSPD SSA.
- In the preparation of the students returning to their local school districts.
- In assisting local school personnel with materials and instructional modifications for teachers of those students who are identified as AI being served on their home campuses.
- In reporting to the local Administrator of Special Education as to student progress and the educational needs for the coming school year.
- In assisting the local Human Resources Department in selection of appropriate related personnel for serving students with auditory impairments?
- To be available to assist parents of students who are auditorily impaired in their understanding of their child's educational needs, planning for the future, determining state/community resources available to the student and the family, planning for life skills necessary for independent living, and providing information regarding areas support organizations.
- In providing support to general education teachers in their class preparations, techniques for teaching students who are auditorily impaired, and state/regional/community resources available for students' success in learning.
- To provide training assistance to the local multi-disciplinary evaluation team in assessing students with auditory impairments.
- To provide assistance to incorporate elements in the local evaluation process that will assist in assessing the student who is auditorily impaired and in developing the IEP.
- Birdville RDSPD SSA personnel collaborate with ECI Intervention Specialists in accordance with applicable MOUs and within the geographic boundaries of the programs.



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- Services are initiated as determined by the Infant Family Service Plan (IFSP) meeting.

The RDSPD SSA does not fund services unless such are deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the Member District where student resides is responsible.

For students who are being served at a Member District and not at the centralized program site, the RDSPD SSA will provide the following services:

Birdville RDSPD SSA will provide direct and consultative itinerant services for hearing impaired students attending Member District classes according to each student's ARD/IEP. Such services include:

- language development,
- vocabulary development and
- sign language support for students, and
- Educators.

Consultative services include monitoring of student's use of auditory equipment, monitoring of student's progress and inclusion in mainstreamed general education classes, support and recommendations about hearing impaired students to educators, and aides. The Birdville RDSPD SSA will also provide AI representation at an ARD meeting or staffing by a certified teacher of the deaf, AI specialist for consultation, and AI specialist for staff development.

5.6 For students enrolled in a centralized program, RDSPD SSA shall be responsible for FM receivers, audio shoes, related warranties and audio systems or other AT/AI equipment determined necessary by the ARD Committee. For a student receiving services in his or her home district, the Member District where the student resides is responsible for the purchase of all equipment set forth in this provision and deemed appropriate by an ARD committee.

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



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procedures as set forth in the operating guidelines. Member Districts or charter schools 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 or charter school representative shall inform the Birdville RDSPD SSA of any changes in student location or status.

5.8 The RDSPD SSA will provide and fund interpreter services for cluster 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. This does not apply to itinerant students.

5.9 Member Districts are responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. Birdville RDSPD SSA AI teacher may participate in the evaluation or ARD Committee processes determined by the Supervisor. Member Districts are responsible for re-evaluations of itinerant students. Birdville RDSPD SSA is responsible for conducting re-evaluation of students receiving services in the centralized programs. Sending members may be assessed a fee for an interpreter as set forth in operating guidelines. Sending members are responsible for summer non-academic programs.

5.10 Each Member District agrees that prior to joining another RDSPD SSA, the Member District will notify the Birdville RDSPD SSA Supervisor.

5.11 A Member District may withdraw from the Birdville RDSPD SSA by providing the Fiscal Agent written notice of its proposed action no later than February 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the Birdville 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 effectual the withdrawal. The Member District retains responsibility of ensuring that all



## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

withdrawal requirements are met. Upon delivery of such notice, the member's withdrawal from the Birdville RDSPD SSA shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a member of the Birdville RDSPD SSA, contingent upon approval of the TEA. The withdrawing Member District shall return to the Birdville RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with Birdville RDSPD SSA funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds, after full satisfaction of all charges and liabilities, remaining in the Birdville RDSPD SSA's operating fund shall be calculated, and the withdrawing Member District shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 6.2 herein of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interest, if any, such withdrawing Member District may have in the Birdville 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 in an amount not to exceed \$10,000.

### **6. Fiscal Practices**

6.1 The Birdville RDSPD SSA will operate on a budget prepared by the RDSPD SSA Supervisor and approved by the SSA Management Board and Member District Boards of Trustees as part of the respective Member Districts' overall budget approval process. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Birdville RDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts as outlined below. The Birdville RDSPD SSA is funded as follows:



## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

Revenue: based on PEIMS October Snapshot date (the last Friday of October) and projections from TEA.  
State Deaf Funds—as eligible  
IDEA-B Preschool Deaf  
IDEA-B Discretionary Deaf  
IDEA-B Formula Deaf  
IDEA-C ECI  
Local Fee based on June 1 Child Count  
Total Budget-Expenses = Negative/Deficit

The formula for administrative and uncontrollable costs is as follows: Total Deficit/All students enrolled on June 1 (classroom-based students being 1 and home-based infants being .5 full time equivalent or FTE) = Amount due per student. It is further agreed that any student enrolled subsequent to June 1 will be the responsibility of the sending Member District and the sending member will be assessed a fee in the full as an amount set forth herein. Districts will be responsible for any student reflected on enrollment on June 1<sup>st</sup>.

Birdville ISD will receive IDEA-B Formula (Deaf), IDEA-B Preschool (Deaf), IDEA-C Early Childhood Intervention (Deaf), State Deaf, and IDEA-B Discretionary (Deaf) funds. When the budget is prepared for the RDSPD SSA program and the amounts awarded will not be sufficient to cover the costs, the deficit amount is then divided based upon the total number of students enrolled on September 1 of the previous school year in the RDSPD SSA. The amounts billed to the district will help cover the cost of deaf education teachers, interpreters, paraprofessionals, speech therapists, educational audiologists, related services, FM systems, travel, materials and supplies and other administrative and uncontrollable costs as set forth herein. Member Districts agree to pay a pro rata share of the excess costs of the program as determined by the Fiscal Agent. Each Member District agrees to remit its share within thirty (30) calendar days of receiving a statement from the Fiscal Agent.



## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

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. Member Districts will be notified in writing if the final entitlement funding from the Texas Education Agency plus the Member Districts' pro rata share of expenses results in excess revenue. Each Member Districts' pro rata share of excess revenue will be applied as a credit to the Member Districts' next fiscal year invoice.

6.3 The SSA's accounts will be audited annually by the independent auditor for the Fiscal Agent at Fiscal Agent expense. The cost of such audit will be considered an administrative cost as set forth herein. For those students being served in Birdville ISD, the sending school district will submit an allocation based on a per student total derived by the Management Board using the preceding September 1 child count and agreed-upon formula. Birdville ISD will receive ADA funds for eligible students receiving their education in the Birdville ISD. The fiscal or property audit of these funds will be conducted in accordance with rules and guidelines of the Birdville ISD.

6.4 Member Districts will be notified in writing when the estimated entitlement figures are known by the TEA regarding projected costs to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be. It is agreed and understood that the projected costs set forth herein are an estimate and may increase based upon the needs of students which cannot be anticipated.

6.5 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the Birdville RDSPD SSA unless such Member District has a student receiving services from the Birdville RDSPDSSA.

### **7. Non-Member Services**

7.1 Students from Charters or school districts 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 SSA



## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

Supervisor with authority of the Fiscal Agent of the Birdville 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 as set forth herein. 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 Birdville RDSPD SSA, the RDSPD SSA Supervisor shall refer the matter to TEA for review.

7.2 Factors to be considered by the Management Board when considering the non-member's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional Birdville 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 the student as AI to the Birdville RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by Birdville RDSPD SSA in providing educational services to the student(s); 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 the student or his or her parents.

7.3 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 SSA Supervisor for the Fiscal Agent. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract in the form attached as Exhibit "A".





## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

7.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit “B”.

7.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon request to the RDSPD SSA Supervisor of the Fiscal Agent of the RDSPD SSA through 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”.

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

7.7 Each Member District, by approval of this Birdville RDSPD SSA Agreement, authorizes and delegates to the Member District’s Superintendent the authority to execute the forms of agreements set forth at Exhibits “B” and “C”.

### **8. Dissolution**

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts Board of Trustees. The Fiscal Agent will provide timely notice to TEA of the intent to dissolve. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided equally among the Member Districts. TEA timelines and requirements apply to the reconfiguration. The Fiscal Agent shall submit a notice of intent to dissolve to TEA by February 1st preceding the end of the fiscal year that the SSA intends to be its final year as a SSA. The dissolution will take effect on July 1 after the first February 1st following the dissolution vote. Such dissolution shall be consistent with TEA timelines.

8.2 Should the SSA dissolve, instructional materials and equipment purchased for use in each district will remain in the respective districts, and become the property of that district. Any other remaining assets will be divided among the Member Districts based upon an equal split.





## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

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

### **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 personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys' fees, and settlement costs.

### **10. Transportation**

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

10.2 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. This provision does not apply to parent-placements to Texas School for the Deaf.

### **11. Legal Responsibilities**

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

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

11.3 Except as otherwise provided herein, if the SSA or the Fiscal Agent is a named party (in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (brought



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pursuant to the IDEA or Section 504) involving a special education student receiving services from a Member District, the Member District wherein the student resides or is otherwise enrolled, is responsible for legal costs, court costs and attorney's fees resulting from litigation directly involving such student including reimbursement to the Birdville RDSPD SSA and the Fiscal Agent for any legal costs incurred by the Birdville RDSPD SSA or the Fiscal Agent. These costs are solely related to legal fees incurred by the SSA or Fiscal Agent required for the legal defense of the SSA or Fiscal Agent. Should the Fiscal Agent, as a Member District, wherein the Petitioner resides, is a Respondent in a Due Process Hearing, section 11.1, and 11.2 referenced above shall apply.

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

11.5 Should the Fiscal Agent incur costs as a result of any complaints, grievances or lawsuits arising from the Fiscal Agent employee's discharge of duties set forth herein, then such costs shall be divided among the Member Districts based upon the formula set forth herein.

11.6 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.

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



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confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

11.8 In the event a Special Education Due Process Hearing or a federal court proceeding arising under the IDEA, is filed on behalf of a student who is not a resident of Birdville ISD, but who is enrolled for purposes of attending the Regional Day School Program for the Deaf site, then the sending district will be responsible for legal defense costs, attorney's fees and any other fees related to such defense, including settlement costs.

**12. The Agreement**

12.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement, or this agreement is revised or modified. In the event this contract is revised or modified and a Member District refuses to execute the revised Agreement, then that Member District will not be deemed a party to this contract. In the event there is a dispute among the Member Districts regarding revisions or modifications to this Agreement, the Member District(s) electing not to agree to execute the modifications of the contract will not be parties to the Agreement and Section 12.2 shall control.

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

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

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

12.5 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



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remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

12.6 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.

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

12.8 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.

12.9 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 that amendment.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 2016.

**BIRDVILLE INDEPENDENT SCHOOLDISTRICT**

BY: \_\_\_\_\_  
Board President

DATE: \_\_\_\_\_

**CARROLL INDEPENDENT SCHOOLDISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



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EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board President

GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board President

HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board President

INTERNATIONAL LEADERSHIP OF TEXAS CHARTER SCHOOL

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board President

KELLER INDEPENDENT SCHOOL DISTRICT

Board President

BY: \_\_\_\_\_  
Board President

WESTLAKE ACADEMY

BY: \_\_\_\_\_



**BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF  
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DATE: \_\_\_\_\_



## BIRDVILLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

Services Listed Are for Reference only  
Availability of such services will be determined at the time of a Request for Non-Member services submission.

### **EXHIBIT A**

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

This fee schedule shall be determined by the RDSPD SSA. Fees will be determined by Birdville RDSPD SSA at time of Agreement and subject to change. Services are contingent upon student needs as determined by students' ARD committee.

#### **EVALUATION**

- a. Otological Evaluation
- b. Audiological Assessment
- c. Speech and Language Assessment
- d. Psycho-Educational Assessment
- e. Psychological Assessment
- f. Communication Assessment
- g. Counseling
- h. Re-evaluation

#### **ITINERANT SERVICES**

- a. Observation
- b. Equipment in-services
- 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 Procedures and Paperwork
- h. ARD participation



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- i. Direct Services to Students
- j. Auditory Training
- k. Speech and Language Assistance
- l. Itinerant Teachers
- m. Student Counseling
- n. Cluster Site Interpreter Services
- o. Parent Education
- p. Staff Training

**CLUSTER SITE SERVICES**

- a. Transportation
- b. Full day services

**OTHER**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_







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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



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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 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



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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. Noncompliance, 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



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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.



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- 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 Birdville 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



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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 Tarrant 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.



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- 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 \_\_\_\_\_,  
20\_\_.

[INSERT]

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

ATTEST:

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

[INSERT]

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

ATTEST:

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

Exhibits:  
Exhibit "A" – RateSheet





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**EXHIBIT C**

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

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The Birdville Regional Day School Program for the Deaf, an SSA, in Tarrant County, Texas (“the SSA”), and International Leadership of Texas (“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 SSA 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 Birdville 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



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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



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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 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.



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- 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



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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.

### 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 BIRDVILLE 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.



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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 it's 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



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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 Birdville Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding



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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





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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 Tarrant 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.



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EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ Day of \_\_\_\_\_,  
20 23.

[INSERT]

By: \_\_\_\_\_  
Printed Name: Peter Gudmundsson  
Title: Board President, International Leadership of Texas

ATTEST:

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

[INSERT]

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

ATTEST:

By: \_\_\_\_\_  
Exhibits:  
Exhibit "A" – RateSheet