

SHARED SERVICES ARRANGEMENT AGREEMENT

CROWLEY INDEPENDENT SCHOOL DISTRICT'S
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD)
2021-2022 SCHOOL YEAR

This Agreement is made and entered into this ____ day of ____, 2021, by and between the CROWLEY INDEPENDENT SCHOOL DISTRICT (Crowley ISD), and the Shared Services Arrangement Districts, including, but not limited to, Alvarado, Burleson, Cleburne, Everman, Joshua and the Johnson County (Godley, Grandview, Keene, Rio Vista) Special Education SSA hereinafter referred to as the SHARED SERVICES AGREEMENT MEMBERS. Crowley ISD and the SHARED SERVICES AGREEMENT MEMBERS, hereinafter referred to as the "PARTIES", have agreed, and by the execution of this contract, are bound to the obligations and performances hereinafter described.

AUTHORITY

The Crowley ISD Board of Education is authorized to enter into this contract under §29.007 of the Texas Education Code.

The Crowley Independent School District's Regional Day School Program for the Deaf (Crowley RDSPD) will be operated in accordance with §29.007 and §§30.081-30.087 of the Texas Education Code, and §29.1080 of the State Board of Education Rules, codified at 19 Tex. Admin Code §89.1080.

The SHARED SERVICES AGREEMENT MEMBERS covenant that they have the legal authority, pursuant to state law, to enter into this contract and perform the services described herein. The person signing this contract on behalf of the SHARED SERVICES AGREEMENT MEMBERS hereby warrants and guarantees that he/she has been duly authorized by the SHARED SERVICES AGREEMENT MEMBERS to execute the contract and legally bind the SHARED SERVICES AGREEMENT MEMBERS to the performance described herein.

SERVICES

The purpose of this Agreement is to create a shared services arrangement whereby the SHARED SERVICES AGREEMENT MEMBERS and NONMEMBERS may provide for the efficient delivery of legally required special education and related services to eligible students with

hearing impairments. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affect education performance, shall be eligible for consideration for the Crowley RDSPD subject to the recommendation of the Admission Review and Dismissal committee (ARD committee).

SHARED SERVICES AGREEMENT MEMBERS and NONMEMBERS will provide a complete eligibility evaluation for each student referred to the Crowley RDSPD. The diagnostic evaluation shall include, but not be limited to, otological evaluations, audiological evaluations, speech and language evaluations, and psycho-educational evaluations. Diagnostic re-evaluations after the student has been admitted to the Crowley RDSPD will be the responsibility of the Crowley RDSPD for students in the centralized program. For students receiving itinerant services, the SHARED SERVICES AGREEMENT MEMBERS AND NONMEMBERS will be responsible for diagnostic re-evaluations.

An RDSPD eligible student is defined as any student, age birth through 21 years, who has been determined by an ARD or Individual Family Service Plan (IFSP) committee to meet eligibility as a student with an Auditory Impairment, and has been determined by an ARD or IFSP committee to need instruction from an RDSPD teacher for at least 45 minutes per week, whether served in Crowley ISD or in the student's home district.

Centralized services will be provided through Crowley RDSPD for eligible students, including all special education and related services, with the exception of transportation. Transportation is the responsibility of the SHARED SERVICES AGREEMENT MEMBERS and NONMEMBERS.

Auditorily impaired students whose ARD Committees determine that their needs can be met in their home districts may receive itinerant services to include but not limited to direct services (instruction) or indirect services (consultation) from a teacher of the deaf, ARD Committee representation, and participation as a member of the evaluation team.

Operating Guidelines for the Shared Services Agreement will be mutually established, implemented, and approved by the Management Board.

TERMS

This Agreement shall be automatically renewed by each SHARED SERVICES AGREEMENT MEMBER annually, unless the member notifies Crowley ISD by September 1 of

its intent not to participate in the Shared Services Agreement during the next school year. The MEMBER shall continue to participate in the Agreement during the school year in which notice is given and withdrawal shall become effective on July 1 of the calendar year following the notice. Any notice of withdrawal must be signed by the superintendent and the president of the board of trustees of the withdrawing SHARED SERVICES AGREEMENT MEMBER on behalf of the withdrawing MEMBER.

This Agreement will supersede all previous agreements among the PARTIES in relation to the operation of the Crowley RDSPD and the responsibilities under any prior Crowley RDSPD agreement.

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 provision. The SHARED SERVICES AGREEMENT MEMBERS agree that all remaining provisions of this Agreement will remain in effect.

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

The effectiveness of this Agreement is conditioned upon the approval by the Texas Commissioner of Education.

NONMEMBER PARTICIPATION

Participation by nonmembers will be based on a contractual agreement on an as needed basis. Fiscal Agent, Crowley ISD may enter into the contractual agreement without the express written or verbal consent of SHARED SERVICES AGREEMENT MEMBERS. NONMEMBERS may terminate contract with 30 days prior written notice.

Services to NONMEMBER districts and charter schools will be provided at an hourly rate per pupil based upon the services provided. Itemized services to NONMEMBER districts may include, but are not limited to representation at ARD meetings for AI students, Itinerant Instruction, Instruction at centralized locations, and consultation.

Upon written request from an independent school district or charter school, in accordance with the Texas Education Agency's Timeline for Activities for RDSPD Shared Services Arrangements, additional members of the Crowley RDSPD may be added by the unanimous vote

of the management board and with the approval of the participating independent school districts' board of trustees, and with the consent of the Texas Education agency.

MANAGEMENT BOARD

The Crowley RDSPD shall be governed by a Management Board comprised of the SHARED SERVICES AGREEMENT MEMBERS' Special Education Directors/Coordinators or their designees. The Management board will meet annually to review the Shared Services Agreement, operating procedures, program planning and operations. Each member district will have one vote and decisions will be determined by a majority rule. The chairperson will be the Crowley ISD Director of Special Education or designee. The chairperson or designee will be responsible for maintaining official minutes. Additional meetings may be held throughout the year as deemed necessary by the Management Board. The Management Board will establish its own rules of procedure, including rules related to the calling and conduct of Management Board meetings.

PERSONNEL

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

Crowley ISD is responsible for employing, evaluating, supervising, and dismissing both centralized and itinerant staff who work only for the Crowley RDSPD, in accordance with the general policies of Crowley ISD. SHARED SERVICES AGREEMENT MEMBERS' input regarding employee performance will be considered. All individuals providing services in the Crowley RDSPD will be appropriately certified or licensed to perform the applicable services, will comply with Crowley ISD personnel policies, and be compensated according to Crowley ISD policies.

Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with, the policies of Crowley ISD and state law.

The PARTIES agree that each SHARED SERVICES AGREEMENT MEMBER and NONMEMBER is responsible for employing and dismissing staff that serve only that district.

FISCAL AGENT

Crowley ISD will serve as the Fiscal Agent for Crowley RDSPD. The Crowley RDSPD will operate on a budget reviewed by the Management Board and approved by the Crowley ISD Board of Education as part of the special education budget of the Crowley ISD. The Crowley RDSPD, in accordance with the policies of the Crowley ISD Board of Education, may purchase goods and services necessary to administer and operate the Crowley RDSPD.

The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with budget adopted by the Crowley ISD Board of Education. The Fiscal Agent shall provide accounting services, reports, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Crowley ISD policies.

The Fiscal Agent will account for salaries and expenses of Crowley RDSPD personnel, Crowley RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Crowley RDSPD personnel who are its employees.

The Fiscal Agent will prepare and submit on behalf of the Crowley RDSPD, any reports or applications required by federal law or Crowley ISD policy.

The Fiscal Agent may negotiate contracts with outside providers for special education services and other related services for students with disabilities in accordance with law and Crowley ISD policies.

Crowley ISD will report all data required by PEIMS. The Fiscal Agent and SHARED SERVICES AGREEMENT MEMBERS will each submit a PEIMS 011 record. The member districts will indicate Crowley ISD as the Fiscal Agent in the E0777 data element on the 011 record.

FISCAL PRACTICES

In addition to state and federal funds generated by regulation, the fiscal agent will receive a pro rata contribution from participating districts to offset shortfalls in operating the Crowley

RDSPD in accordance with student IEPs. The pro rata contribution will be determined by the following guidelines.

Shortfall is defined as program costs, including but not limited to, personnel costs, contracted services, student equipment and supplies, less the amount received in State Deaf, IDEA B Formula Deaf, IDEA B Preschool Deaf, IDEA B Discretionary Deaf, IDEA C Early Intervention Deaf, multiplied by the designated administrative costs. This shortfall amount will be divided by the total number of RDSPD students in membership on the respective student count days. Member districts will be invoiced for their pro rata share of the shortfall, based on the number of RDSPD eligible students residing in each district. The Fiscal Agent retains state funding of ADA for all students of the Crowley RDSPD. Each student receiving at least 45 minutes of services per week from a RDSPD teacher on a cluster site campus will be included in the RDSPD student count. Each student receiving at least 60 minutes of services per week from a RDSPD teacher on a non-cluster site campus will be included in the RDSPD student count, even if services are provided in the student's home school district.

Member Districts will be invoiced twice per year for pro rata contributions. The student count for the fall invoicing is based on the number of RDSPD eligible students served on the Fall PEIMS snapshot date. The spring invoicing is based on the number of RDSPD eligible students served on January 15th of the current school year. The amount of the prorata contribution may be changed by unanimous agreement of the Management Board, based on funding and budgetary needs.

In addition to the program costs, each participating district's contribution for the administrative costs and cooperative expenses may be up to 7% above the prorata contribution. Administrative costs may include but are not limited to mileage costs necessary for staff members who implement the program, utility costs for facilities, supply costs for the program administrator and clerical support staff, professional development and training, recruitment and retention of staff, accounting and budget management, human resources support for personnel support and PEIMS reporting.

Individual Excess Direct Student Costs will be billed monthly to the individual member district and includes but is not limited to interpreter services for school sponsored activities and events that occur before and after the school day. This time is defined by the services performed

outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends and holidays.

Costs associated with the DAEP and JJAEP, extracurricular, one to one supervision, or instruction will be billed individually to the member district as an individual excess direct student cost.

Districts who do not have any students who are receiving direct instruction from the RDSPD (at least 45 minutes per week) will be billed \$2,500 per semester to offset the cost of consultation services provided by the RDSPD. Consultation services include but are not limited to AI Representation at ARD meetings for AI students, consultation to teachers serving AI students, audiological management, (within agreed upon service parameters), short term loan of assistive listening devices, technical assistance regarding the identification and evaluation of students with identified or suspected hearing loss. The chief administrator of the RDSPD will be the final arbiter of the services to be provided under this clause.

SHARED SERVICES AGREEMENT MEMBERS' GENERAL OBLIGATION

SHARED SERVICES AGREEMENT MEMBERS and NONMEMBERS agree that any funds assessed under Crowley RDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.

Each SHARED SERVICES AGREEMENT MEMBER and NONMEMBER will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C. §89.69. All expenses related to the residential placement of students pursuant to this Agreement will be the responsibility of the school district in which the student resides.

RISK OF LOSS

Any costs relating to liabilities as a result of legal action against the SSA by an employee of this SSA will be prorated among the member districts based on the number of students participating in the SSA from each district as a ratio of the total number of SSA students as determined on Fall Snap Shot date and January 15 of each year. Legal fees incurred due to complaints, grievances or litigation by parents and/or students will be assumed by the district in which the student resides. Further, if the fiscal agent incurs legal fees regarding a student, the district in which the student resides will assume all legal costs the fiscal agent has incurred, including without limitation, any and all costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the fiscal agent or any

other liability of any kind assessed against the fiscal agent. Member districts will be notified regarding complaints, grievances or litigation by parents and/or student. The Fiscal Agent will utilize their attorney(s). Member districts may seek independent legal counsel at their own expense.

OWNERSHIP OF ASSETS

The ownership of assets, including equipment and fixtures, necessary to implement the provision of deaf education services pursuant to this Agreement will remain with the Fiscal Agent, however, an ARD committee may permit students to use such equipment during the student’s participation in the RDSPD.

DISSOLUTION AND RECONFIGURATION

In the event of dissolution and/or reconfiguration, the Fiscal Agent will adhere to Texas Education Agency (TEA) guidelines regarding distribution of assets.

The parties agree that this Agreement may be signed in multiple counterparts. Each signed original page is made a part of the original Agreement.

CROWLEY INDEPENDENT SCHOOL DISTRICT

Mia Hall, President, Board of Trustees _____
Date

Program Contact: Larry Williams, Director of Special Education
Address: 512 Peach St., Crowley, TX 76036
Phone: 817-297-5300
Email: larry.williams@crowley.k12.tx.us

ALVARADO INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____

BURLESON INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____

CLEBURNE INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____

EVERMAN INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____

JOSHUA INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____

JOHNSON COUNTY SPECIAL EDUCATION SSA

President, SSA Board _____
Date

Program Contact: _____
Address: _____
Phone: _____
Email: _____