



College Station Independent School District

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MEMORANDUM

To: Dr. Eddie Coulson, Superintendent

From: Molley Perry, Director of Special Services *MP*

Date: August 15, 2013

Subject: Shared Service Arrangement with the Brazos Valley Regional Day School Program for the Deaf

Agenda Item: H-3

Board Priority/
District Goal: Priorities B and C: Goals 1, 2, and 3

BACKGROUND

College Station ISD is currently a member of the Brazos Valley Regional Day School for the Deaf (BVRDSD). The Brazos Valley RDSPD is revising our SSA agreement to add Round Top/Carmine and Dime Box Independent School Districts to our service area. In the process of the revision, The Walsh, Anderson firm attorney, Denise Hayes, recommended many changes. She felt our current SSA agreement was very weakly written from a legal standpoint. The new SSA draft is a tightly worded agreement that offers Bryan ISD (as our fiscal agent) and our member districts greater protection. In comparison with the current SSA agreement, much is added. The additions and revisions, however, have simply put into words how we have been conducting business in our program since the development of the SSA process. However, services to nonmember districts or Charter Schools are a new section (page 12).

- Page 1 – no changes except the addition of the 2 school districts, Round Top/Carmine and Dime Box.
- Page 2 – all new. It updates with legal compliance in paragraphs 1 and 2. Paragraph 3 clearly defines eligibility and services
- Page 3 – continues the definition of services. 1.5 specifies the timeline for reconfiguration of the RDSPD required by TEA. *Legal fees associated with an SSA revision will be paid by the district(s) seeking to join or exit.*
 - 2.1 - changes the membership of the BVRDSD SSA Board to the Special Education Director or designee of the Superintendent's choice. *(The work of the BVRDSD board centers on special education laws, programming, and budgeting. The special education directors have been the representatives at all of our board meetings. Only 4 times have we had a superintendent attend. Superintendents will retain the authority to attend, appoint a designee or allow the special education director to represent them.)*
 - 2.3 - adds voting will be based on the majority in attendance at the SSA Board meetings.
- Page 4 – all new. 2.5 and 2.6 adds how we have been doing business. The BVRDSD Supervisor (currently Connie Ferguson) manages budget and purchases items needed by the program. A Policy & Procedures Book was developed by the members of the SSA Board and approved by them. *(Most of this Policy & Procedure is now included in this revision of the SSA.)*
 - 2.7 – 2.9 is all new. 2.7 A district can be recommended for revocation of membership for non-compliance and will be submitted to the member district's ISD Board of Trustees. 2.8 The SSA Board

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does not have authority to change the SSA. Only each Member districts' ISD Board of Trustees can grant a change (which would entail a revised SSA.) 2.9 If a district does not agree with the terms and comply, they will be considered withdrawn without further action being needed. *(The attorney placed these strongly worded paragraphs throughout the document based on her recent experiences and knowledge of other SSA programs' issues.)*

- Page 5 – new or reworded except for 3.3 and 3.5, however there is no change to how we have been operating these past 22 years. 3.1 Sets the Supervisor as the administrator of the BVRDSD. The Special Education Director as the responsible party for records. 3.4 and 3.6 – Contracts come from BISD to BVRDSD employees. Employees will hold the correct certification for their position. 4.1 – Bryan ISD is the fiscal agent and is accredited.
- Page 6 – new and added wording to all by 4.4. 4.2 explains that Bryan ISD provides the accounting services, space for staff, administrative support and support staff for the program. 4.3 specifies our funding sources. 4.5 allows the supervisor to negotiate contracts (for such things as staff development speakers, etc.) with FERPA compliance. 4.6 outlines the process should Bryan ISD decide to no longer serve as fiscal agent.
- Page 7 – all new 4.7 – 5.5. 4.7 Process and timeline of choosing a new Fiscal agent. 5.1 – 5.4 (adds to old wording) in regards to PEIMS. The RDSPD is funded for all children served (regardless of LEA). If a member district incorrectly reports our itinerant students, getting services on their home campus, we would lose many thousands of dollars. This section makes that district responsible for the lost funds. 5.5 specifies how a member district can withdraw from the SSA and the time lines, as well as their responsibility to pay legal costs for the revision of the SSA.
- Page 8 – mostly new. 5.6 – 6.1. 5.6 adds that the SSA does not govern real estate. 5.7 & 5.10 no change. 5.8 explains who will pay for FM systems, one-on-one teacher aides, residential placements, etc. (The LEA is and has been responsible for this. *Again – no changes in how we have conducted business.*) 5.11 explains who pays for the initial evaluation of a child with hearing loss. 6.1 explains the budget process.
- Page 9 – 6.2 – 8.1 Essentially the same with the 6.2 explaining how we determine billing. *The BVRDSD is not fully funded, and they charge tuition for children receiving services. (State deaf funding has not increased since 1995.) Current tuition is \$5521 for itinerant and parent infant services and \$6216 for deaf education site students (attended Bowen, SFA, BHS). BVRDSD tuition rates are considered very low as compared to other nearby programs charging in excess of \$10,000 per child.* 7.1 adds the TEA timeline statement and cross-reference to Section 6.2. No other changes.
- Page 10 – 8.2 -10.4 10.1 and 10.3 changed. 10.1 moves responsibility for provision of a Free and Appropriate Public Education (FAPE) to Bryan ISD. *The responsibility to provide a FAPE is the district reporting ADA in PEIMS and is defined by that. CSISD sends a representative to BISD for ARD meetings involving students residing in CSISD.*
- 10.3 resolves the issue of litigation for students attending the BVRDSD program in Bryan ISD as Bryan ISD's responsibility with the FAPE change in 10.1. Should we have litigation, the LEA would reimburse the legal costs to Bryan ISD.
- Page 11 – 10.5 – 11.1 is mostly unchanged, except for 11.1 which adds how Nonmember Districts might receive services by contracting with our program.
- Page 12 – 11.2 – 12.1 All new. Explains the factors to be considered in agreeing to provide services to nonmember districts. Distinction is made between a Charter School and nonmember Independent School District. Litigation costs would be the responsibility of the nonmember district or Charter School. Only the Superintendent would have the authority to execute the forms of agreement in exhibits B and C. 12.1 specifically states that our SSA agreement renews annually and applies to all districts unless a district is seeking to exit the agreement.
- Page 13 – 12.2-12.9 No changes except 12.9 is an addition saying that the document may not be amended without approval of all member districts.

RECOMMENDATION

It is recommended the CSISD Board of Trustees approve the shared services agreements and contracted service agreements with the RDSPD as presented.