

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

ANDERSON-SHIRO INDEPENDENT SCHOOL DISTRICT, BRYAN INDEPENDENT SCHOOL DISTRICT, BREMOND INDEPENDENT SCHOOL DISTRICT, BRENHAM INDEPENDENT SCHOOL DISTRICT, BUCHHOLTS INDEPENDENT SCHOOL DISTRICT, BURTON INDEPENDENT SCHOOL DISTRICT, CALDWELL INDEPENDENT SCHOOL DISTRICT, CALVERT INDEPENDENT SCHOOL DISTRICT, CAMERON INDEPENDENT SCHOOL DISTRICT, CENTERVILLE INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, DIME BOX INDEPENDENT SCHOOL DISTRICT, FRANKLIN INDEPENDENT SCHOOL DISTRICT, GAUSE INDEPENDENT SCHOOL DISTRICT, GROESBECK INDEPENDENT SCHOOL DISTRICT, HEARNE INDEPENDENT SCHOOL DISTRICT, HUNTSVILLE INDEPENDENT SCHOOL DISTRICT, IOLA INDEPENDENT SCHOOL DISTRICT, LEON INDEPENDENT SCHOOL DISTRICT, MADISONVILLE INDEPENDENT SCHOOL DISTRICT, MILANO INDEPENDENT SCHOOL DISTRICT, MUMFORD INDEPENDENT SCHOOL DISTRICT, NAVASOTA INDEPENDENT SCHOOL DISTRICT, NORMANGEE INDEPENDENT SCHOOL DISTRICT, NORTH ZULCH INDEPENDENT SCHOOL DISTRICT, RICHARDS INDEPENDENT SCHOOL DISTRICT, ROCKDALE INDEPENDENT SCHOOL DISTRICT, ROUND TOP/CARMINE INDEPENDENT SCHOOL DISTRICT, SNOOK INDEPENDENT SCHOOL DISTRICT, SOMERVILLE INDEPENDENT SCHOOL DISTRICT, and THORNDALE INDEPENDENT SCHOOL DISTRICT, ("Member Districts"), hereby agree to cooperatively operate their special education programs serving the deaf and hard of hearing student population under the authority of Texas Education Code Section 29.007 and Texas Government Code Section 79.001 et seq., as the **BRAZOS VALLEY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("BVRDSPD")**. Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a regional day school program for the deaf for the efficient delivery of legally required special education and related services to eligible deaf and hard of hearing students.

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

1.3 The BVRDSPD's SSA administrative offices will be located in the assigned Fiscal Agent district (currently Bryan Independent School District).

1.4 The BVRDSPD SSA program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 *et seq.*; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and the most current version of TEA’s Financial Accountability System Resource Guide,; implementing regulations for all applicable statutes; and the BVRDSPD SSA Policy and Procedures approved by the Shared Service Arrangement (SSA) Management Board. Administrative Guidelines inconsistent with the terms of this SSA will be deemed null and void.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, AI or Auditory Impairment, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal Committee.

BVRDSPD SSA Auditory Impairment Continuum includes the following: (1) Section 504 of the Rehabilitation Act. Student has an auditory impairment under Section 504 that substantially limits a major life activity. (For example, the student may only need equipment and/or accommodations. Services beyond equipment or accommodations will not be available unless deemed appropriate by the RDSPD Supervisor.) (2) 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.) (3) Itinerant (Babies 0 – 3). (For example, this student has an auditory impairment under IDEA – Part C and is being served through early childhood intervention.) This student may need weekly services of an AI teacher provided to the parents. (4) 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.) (5) 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.) (6) Texas School for the Deaf. The student who attends the Texas School for the Deaf has an auditory impairment under IDEA and requires specially designed instruction. (For

example, this student needs daily direct intensive services of an AI teacher and access to deaf culture.) This can be a parent initiated placement or a district placement.

1.5 Should an Local Education Agency ("LEA") seek to become a member district of the BVRDSPD SSA, a written request must be provided to the BVRDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is 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 seeking to become a Member. Any reconfiguration is subject to approval by each member district's Board of Trustees.

1.6 Any BVRDSPD SSA Management Board Policies and Procedures, which are inconsistent with the provisions herein, shall be deemed null and void.

2. Management

2.1 The BVRDSPD SSA will be governed by a management board (the "BVRDSPD SSA Board") composed of the special education directors of the Member Districts as the representatives of the boards of trustees of the Member Districts. Each special education director or their designee shall attend the regularly scheduled BVRDSPD SSA Board meetings. The special education directors shall keep their respective Member District Superintendents advised of BVRDSPD SSA Board actions. The Director or designee of an SSA/Coop may vote on behalf of each member district which is a member of that Director's SSA/Coop if the Superintendents of the member districts of the SSA have granted such authority to the Director of that SSA/Coop.

2.2 The Supervisor of the BVRDSPD SSA will serve as chairperson of the BVRDSPD SSA Board. The program secretary for the BVRDSPD SSA will serve as secretary for the Management Board. The secretary will record, prepare and maintain minutes of each BVRDSPD SSA Board meeting. The BVRDSPD SSA Board may from time to time elect a chairperson from among its members and elect a secretary who may or may not be a member of the BVRDSPD SSA Board.

2.3 Except as otherwise provided herein, actions shall require the approval of a majority of those member districts present or as represented by the Directors of the SSAs/Coop's as set forth in Section 2.1.

2.4 The BVRDSPD SSA Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services agreement. Such meetings shall be held a minimum of two times per year. Unless otherwise designated, the meetings will be held during the Fall and Spring semesters. Special meetings may be called by the Supervisor of Brazos Valley Regional

Day School for the Deaf. Members of the BVRDSPD SSA Board may submit requests for special meetings to the Supervisor.

2.5 The Supervisor of the BVRDSPD SSA, in accordance with the BVRDSPD SSA Board Approved budget and on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the regional day school program for the deaf.

2.6 Additional powers and duties of the BVRDSPD SSA Supervisor shall be determined by BVRDSPD SSA policy and procedures.

2.7 The Management Board may by a majority vote of its membership, recommend revocation of the membership of a member district for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the BVRDSPD SSA, or for non-compliance with the terms and conditions of any written agreement between the BVRDSPD SSA and the member district in question. 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 BVRDSPD SSA Board shall submit its recommendation to revoke the membership of the member district to the member districts' Board of Trustees for final approval by each Board of Trustees. 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 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the member districts.

2.9 Any member district which does not agree to the terms of this SSA Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining member districts, person, entity or agency. Disposition of property shall be governed by Section 5.5. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

3. Personnel

3.1 The chief administrator of the BVRDSPD SSA will be the Supervisor, who will be recommended for employment to the board of trustees of the Fiscal Agent district by the BVRDSPD SSA 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 with the exception of the personnel residency requirements. Administrative

decisions regarding daily operations of the instructional program, recommendations for employment of BVRDSPD SSA staff, and approved budgeted expenditures consistent with BVRDSPD SSA policy are within the authority of the Supervisor. The Supervisor of the BVRDSPD SSA has the discretion to determine the assignment of all staff, including but not limited to interpreters, teachers and teacher assistants. Additionally, it is agreed that the Supervisor shall make itinerant assignments which may allow teachers or interpreters to serve in classrooms on multiple campuses. The BVRDSPD SSA Supervisor may make personnel hiring recommendations. BVRDSPD SSA Board policy will determine the extent of the administrative authority and contractual power of the Supervisor.

3.2 The Special Education Director of each member district shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the member district's Board policy.

The Supervisor of the BVRDSPD SSA maintains audit files for students who attend centralized classes and the local itinerant students in the Fiscal Agent, unless otherwise determined by the Supervisor of the BVRDSPD SSA. Any other audit files are the responsibility of the member districts.

3.3 All BVRDSPD SSA employees serve under contract to the Fiscal Agent and are subject to that District's personnel policies.

3.4 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 Fiscal agent with whom the employee has a contractual or employment relationship.

3.5 All individuals providing services to the BVRDSPD SSA must be appropriately certified or licensed to perform the applicable services. In acute shortage areas, BVRDSPD SSA will take reasonable steps to secure certified or licensed providers.

3.6 All BVRDSPD SSA personnel including, but not limited to, the Supervisor, secretary, communication specialist, interpreter coordinator, interpreters, itinerant teachers, classroom teachers, parent infant teachers and any BVRDSPD SSA office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at will employment, standards of conduct, salary schedule, leave and other benefits. Personnel may be added beyond those specified herein contingent upon growth and Supervisor recommendations.

3.7 The Supervisor is responsible for BVRDSPD SSA personnel evaluations for personnel set forth in Section 3.6.

4. Fiscal Agent

4.1 BRYAN INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative and will be responsible for the management of BVRDSPD SSA's assets. BRYAN INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades Kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending and distributing all funds, regardless of source, in accordance with the budget adopted by the BVRDSPD SSA Board. The Fiscal Agent shall provide accounting services, reports, BVRDSPD SSA record keeping. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort. The Fiscal Agent will provide suitable facilities for BVRDSPD SSA personnel, including administrative and support staff, at no cost to the SSA. It is further agreed that the Fiscal Agent will provide facilities for the operation of the BVRDSPD SSA Centralized Program at no cost to the SSA.

4.3 Except as otherwise provided herein, the Fiscal Agent will account for salaries and expenses of all BVRDSPD SSA personnel; BVRDSPD SSA operating expenses; IDEA, Part B funds; State Deaf funds; IDEA Pre-school Deaf; IDEA B Discretionary; IDEA B Formula Deaf; IDEA C ECI. The Fiscal Agent will maintain personnel records and payroll systems for all BVRDSPD SSA employees.

4.4 The Fiscal Agent will prepare and submit, on behalf of the BVRDSPD SSA, any reports or applications required by federal or state law or BVRDSPD SSA policy.

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

4.6 The Fiscal Agent must notify the member districts of any intention to withdraw as Fiscal Agent of the SSA on or before April 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 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency.

4.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of the member districts appoint a member district as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a member district, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by that member district's Board of Trustees and such modification would require the approval of all member districts consistent with Section 12.9.

5. Member District's General Obligations

5.1 Each Member District agrees to cooperate with the Fiscal agent in maintaining the proper fiscal and student records for the BVRDSPD SSA operations.

5.2 Each Member District agrees to accurately report PEIMS student data and indicate the Fiscal Agent county district number on the PEIMS 011 record or future equivalent.

5.3 Each Member District agrees to provide to BVRDSPD SSA any funding lost due to errors made by the Member District in PEIMS reporting of BVRDSPD SSA students.

5.4 Student PEIMS reporting will be made by the Member District wherein the student attends school.

5.5 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least 30 calendar days on or before the February 1st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. The withdrawing Member District is responsible for ensuring that all TEA requirements for effectuating a withdrawal are met, including providing the requisite notice of intent to withdraw. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the SSA. The Member School Districts further agree that any fund balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$5,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

5.6 Agreements pertaining to purchase of real property shall supersede any provisions herein and this Agreement does not govern real estate.

5.7 Each Member District shall be responsible for the employment of interpreters or classroom aides serving deaf or hard of hearing students attending school in the home district.

5.8 For student receiving services in the centralized program, BVRDSPD SSA will provide for FM Systems, interpreter services, instruction, otological and audiological evaluations. For itinerant students, the member districts are responsible for the FM Systems and the cost for the otological and audiological evaluations. Each Member District shall be responsible for costs associated with services and technology for their students with multiple disabilities that exceed the services generally provided for deaf or hard of hearing students. Member districts will be responsible for costs including but not limited to: one-on-one teacher aide, as set forth above, assistive technology (does not apply to FM units), residential placement, or other services unrelated to the student's hearing impairment.

5.9 Except as otherwise provided herein, each Member District will purchase assistive technology for deaf and hard of hearing students attending school in their home district.

5.10 It is agreed and understood that each Member District is responsible for maintaining its effort and the Fiscal agent assumes no liability for any Member District's failure to maintain its effort.

5.11 Initial Evaluation for Eligibility is the financial responsibility of the member district wherein the student resides. The AI teacher will be involved in the evaluation process. The BVRDSPD SSA will fund Audiological re-evaluations and otological for students receiving services in the centralized program, but not for students receiving itinerant services. Three year re-evaluations are the responsibility of the LEA for itinerant students.

6. Fiscal Practices

6.1 The BVRDSPD SSA will operate on a budget prepared by the Supervisor in accordance with Fiscal Agent practices and is approved by the Fiscal Agent's Assistant Superintendent of Business Services and is then submitted to the BVRDSPD SSA Board for approval. The Fiscal Agent Board of Trustees and each member district board of trustees will be presented annually with estimated amounts incurred for participation in the SSA, so that each member district has the opportunity to include such costs in the overall budgetary process.

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 BVRDSPD SSA, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts based upon the number of students enrolled in the BVRDSPD SSA based upon the October Snapshot date. Member districts will be billed two times a year for students served by BVRDSPD SSA as determined by the Management Board.

Bryan ISD, as Fiscal Agent, will be charged an amount which equals the difference between centralized tuition costs and itinerant costs. Member districts acknowledge that the Fiscal Agent, Bryan ISD, provides speech therapists, diagnosticians, LSSPs, counselors, Occupational Therapists, Physical Therapists and administrative staff at no cost to the member districts. SSA contributions toward the aforementioned personnel may be determined by the Supervisor with input from the Fiscal Agent and Management Board.

6.3 The BVRDSPD SSA's accounts will be audited annually by the Independent auditor for the Fiscal Agent.

6.4 A Member District shall not be responsible for any costs associated with the BVRDSPD SSA unless such Member District has a student receiving services from the BVRDSPD SSA.

6.5 Residential placement costs, if applicable, will be the sole responsibility of the Member District where the student resides.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts consistent with TEA notification timelines. Upon dissolution, BVRDSPD SSA's funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated in the same manner as administrative costs in Section 6.2 herein.

8. Risk of Loss

8.1 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, attorney fees, and settlement costs.

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

9. Transportation

9.1 Each member district bears responsibility for providing or contracting for the transportation of each of its transportation eligible students to each facility at which services are provided.

10. Legal Responsibilities

10.1 Except as otherwise provided herein, the member district wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

10.2 Except as otherwise provided herein, 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.

10.3 The District wherein the Centralized Program is located will be deemed the Local Education Agency (LEA) for all students attending that program and shall therefore be responsible for the provision of a Free Appropriate Public Education (FAPE). In the event litigation arises under the IDEA, naming the district wherein the Centralized Program is located, as a party in a special education due process hearing or a lawsuit filed in Federal or State court, and such litigation involves a student who resides in another member district, but attends the Centralized Program, then it is agreed that the students district of residence will reimburse the district wherein the Centralized Program is located for legal costs, court costs and attorney's fees resulting from litigation directly involving that student. Member Districts agree and acknowledge that the cost sharing contemplated in this provision is for an educational purpose and the furtherance of the SSA programs.

10.4 If the BVRDSPD SSA or Fiscal Agent is a named party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served in a program other than the BVRDSPD SSA Centralized Program, the member district wherein the student resides, except as otherwise provided herein, remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the BVRDSPD SSA for any legal costs incurred by the BVRDSPD SSA or the Fiscal Agent.

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

10.6 The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.

10.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in the 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 would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10.8 Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal fees incurred due to Texas Education Agency (TEA) complaints, Office of Civil Rights (OCR) complaints and grievances directly involving that student.

10.9 Except as otherwise provided herein, if the SSA is a named party in a lawsuit filed against the SSA in state or Federal Court, and such lawsuit is based on a State or Federal Law other than the IDEA, Section 504 or the ADA, then each Member District will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein.

11. Nonmember Districts

11.1 Students from 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 BVRDSPD SSA designee or other Administrator as determined by the Fiscal Agent of the BVRDSPD SSA. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The member district Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The member districts acknowledge that it is TEA’s expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would

create an undue burden for the BVRDSPD SSA, the Fiscal Agent shall refer the matter to TEA for review.

11.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional BVRDSPD 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 BVRDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by BVRDSPD 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.

11.3 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 BVRDSPD SSA designee 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 as set forth in the form attached as Exhibit "A".

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

11.5 Students from Charter Schools who are not parties to this Agreement may be considered for placement upon request to the BVRDSPD SSA designee of the Fiscal Agent of the BVRDSPD 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".

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

11.7 Each member district, by approval of this BVRDSPD 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".

12. The Agreement

12.1 This Agreement will be automatically renewed by each member district annually unless notification of withdrawal is given by a member district or the program is

otherwise terminated by action of TEA. 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 BVRDSD and responsibilities under any prior BVRDSD Agreement.

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

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

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 remaining provisions. The Member Districts agree that all remaining provisions of the 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 This Agreement shall not be amended absent approval of all member districts unless otherwise provided herein.

Executed this _____ day of _____, 2013.
(For Use by the Law Firm)

ANDERSON-SHIRO INDEPENDENT SCHOOL DISTRICT

Board President

Date

BRYAN INDEPENDENT SCHOOL DISTRICT

Board President

Date

BREMOND INDEPENDENT SCHOOL DISTRICT

Board President

Date

BRENHAM INDEPENDENT SCHOOL DISTRICT

Board President

Date

BUCKHOLTS INDEPENDENT SCHOOL DISTRICT

Board President

Date

BURTON INDEPENDENT SCHOOL DISTRICT

Board President

Date

CALDWELL INDEPENDENT SCHOOL DISTRICT

Board President

Date

CALVERT INDEPENDENT SCHOOL DISTRICT

Board President

Date

CAMERON INDEPENDENT SCHOOL DISTRICT

Board President

Date

CENTERVILLE INDEPENDENT SCHOOL DISTRICT

Board President

Date

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

Board President

Date

DIME BOX INDEPENDENT SCHOOL DISTRICT

Board President

Date

FRANKLIN INDEPENDENT SCHOOL DISTRICT

Board President

Date

GAUSE INDEPENDENT SCHOOL DISTRICT

Board President

Date

GROESBECK INDEPENDENT SCHOOL DISTRICT

Board President

Date

HEARNE INDEPENDENT SCHOOL DISTRICT

Board President

Date

HUNTSVILLE INDEPENDENT SCHOOL DISTRICT

Board President

Date

IOLA INDEPENDENT SCHOOL DISTRICT

Board President

Date

LEON INDEPENDENT SCHOOL DISTRICT

Board President

Date

MADISONVILLE INDEPENDENT SCHOOL DISTRICT

Board President

Date

MILANO INDEPENDENT SCHOOL DISTRICT

Board President

Date

MUMFORD INDEPENDENT SCHOOL DISTRICT

Board President

Date

NAVASOTA INDEPENDENT SCHOOL DISTRICT

Board President

Date

NORMANGEE INDEPENDENT SCHOOL DISTRICT

Board President

Date

NORTH ZULCH INDEPENDENT SCHOOL DISTRICT

Board President

Date

RICHARDS INDEPENDENT SCHOOL DISTRICT

Board President

Date

ROCKDALE INDEPENDENT SCHOOL DISTRICT

Board President

Date

ROUND TOP/CARMINE INDEPENDENT SCHOOL DISTRICT

Board President

Date

SNOOK INDEPENDENT SCHOOL DISTRICT

Board President

Date

SOMERVILLE INDEPENDENT SCHOOL DISTRICT

Board President

Date

THORNDALE INDEPENDENT SCHOOL DISTRICT

Board President

Date

Availability of such services will be determined at the time a Request for Non-Member services is submitted.

EXHIBIT A

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

Non-member districts will be charged the same annual fee per student (determined by the Dec 1 count) as is required of the member districts. The non member LEA will pay an additional 10% of the member district annual fee per student as an administrative fee plus an amount equal to the ADA generated by the student in the non member home district.

This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity.

Students who attend a centralized program/cluster site will not be considered transfer students.

EXHIBIT B

STATE OF TEXAS

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INTERLOCAL AGREEMENT:

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FOR

COUNTY OF _____

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

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

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

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

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

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

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

1. Purpose
Pursuant to Chapter 791 of the Act, the Non-Member LEA and the Member Districts made a part of the SSA are public entities, entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with

each Party performing functions they would be authorized to perform individually; specifically: deaf education services and services for the public health and welfare.

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

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

allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.

- The Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Non compliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.
- The Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

5. Miscellaneous

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

To the SSA:

With a copy to:

To SSA:

With a copy to:

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

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

- D. Prior Agreement Superseded. This Agreement together with the terms of the _____ Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- E. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Definition of Terms. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal.
- H. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- I. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of _____ and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- J. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- K. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- L. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Member Districts, the

Non-Member LEA's, or the past or present officers, employees, or agents of the Non-Member LEA's and Member Districts.

- M. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- N. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- O. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- P. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20__.

[INSERT]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:
Exhibit "A" – Rate Sheet

EXHIBIT C

STATE OF TEXAS

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SERVICES AGREEMENT:
FOR DEAF EDUCATION
SERVICES

COUNTY OF _____

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

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

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

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

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

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

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

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

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member Charter School Responsibilities

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

adequately serve Non-Member Charter School students while maintaining its obligation to serve Member District students.

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

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

5. Risk of Loss and Indemnification.

- A. Except as otherwise provided herein, Non-Member Charter School bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of its own personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs related to SSA services provided under this Agreement to Non-Member Charter Schools students.
- B. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member Charter School agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property which may arise out of or be occasioned by this Agreement or any of its activities or any act or omission of any employee or representatives of the parties to this Agreement.

C. NON-MEMBER CHARTER SCHOOL SHALL INDEMNIFY AND HOLD _____ RDSPD (“SSA”) HARMLESS FROM ANY ACTIONS BROUGHT AGAINST THE SSA, ANY MEMBER DISTRICT OF THE SSA OR ANY EMPLOYEE, AGENT OR OFFICER OF THE SSA OR ITS MEMBER DISTRICTS FOR ANY REASON RELATED TO THE DEAF SERVICES AND/OR THIS AGREEMENT.

6. Insurance Requirements.

A. Commercial General Liability. The Non-Member Charter School agrees to provide and maintain during the term of this Agreement coverage limits of \$1,000,000.00 for each occurrence and \$2,000,000 General Aggregate.

B. Automobile Liability. The Non-Member Charter School will insure its owned or leased vehicles used in the transportation of students receiving Deaf Services from the SSA for the statutory maximum limits of school district liability for motor vehicle accidents. The Non-Member Charter School acknowledges that the SSA does not provide transportation and does not utilize vehicles for the furtherance of this program or in its role as Fiscal Agent.

C. Workmen’s Compensation. Coverage shall be provided for all liability arising out of the Non-Member Charter School’s employment of its employees and anyone for whom the Non-Member Charter School shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no “alternative” form of insurance shall be permitted.

D. General Provisions Applicable to Insurance.

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued, and rated no less than B in the most current edition of Best’s Rating Manual at all times during the term of this Agreement.
2. The General Liability and Automobile policy or policies so issued in the name of the Non-Member Charter School shall also name the SSA as an additional insured, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to the SSA, with the SSA’s insurance being excess, secondary and non-contributing. The Commercial General Liability and Automobile coverage provided by the Non-Member Charter School shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such

other insurance shall be on an excess or contingent basis.

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

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

To the SSA:

With a copy to:

To SSA:

With a copy to:

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

- F. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- G. Prior Agreement Superseded. This Agreement together with the terms of the _____ Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
- H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- I. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.

- J. Definition of Terms. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal.
- K. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- L. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of _____ and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- M. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- N. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
- O. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, its Non-Member District or their past or present officers, employees, or agents.
- P. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member Charter School.
- Q. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

- R. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- S. Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20__.

[INSERT]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

[INSERT]

By: _____

ATTEST:

By: _____

Exhibits:

Exhibit "A" – Rate Sheet