

BRAZOS VALLEY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (BVRDSPD) SHARED SERVICES ARRANGEMENT

ANDERSON-SHIRO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BRYAN INDEPENDENT SCHOOL DISTRICT, BREMOND INDEPENDENT SCHOOL DISTRICT, BRENHAM INDEPENDENT SCHOOL DISTRICT, BUCKHOLTS 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 (“member districts”), hereby agree to cooperatively operate their special education programs for students who are deaf or hard of hearing as set forth herein under the authority of Education Code Sections 11.157 and 11.1511(c)(4) and Texas Government Code Section 791.001 et. seq., as the BRAZOS VALLEY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“BVRDSPD”) as set out in this Brazos Valley Regional Day School Program for the Deaf Special Education Shared Services Arrangement (hereinafter “Agreement”). Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education and related services to students who are deaf or hard of hearing for the parties referenced herein. It is agreed and understood that any student who is deaf or hard of hearing the presence of 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 BVRDSPD, subject to the ARD committee recommendations.

It is further agreed that the BVRDSPD 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 deaf or hard of hearing. This provision shall not be construed as a requirement for the BVRDSPD to serve a student who presents with a disability which in addition to the disability of deaf or hard of hearing, requires services or programming that exceeds the deaf or hard of hearing programming. The BVRDSPD applies LRE standards when considering services for students who are deaf or hard of hearing.

To the extent practicable based on the availability of personnel, space and other resources, the BVRDSPD will collaborate with Member Districts concerning the needs of students who are deaf or hard of hearing. Such efforts to facilitate the purpose of this Agreement may include Bryan ISD and Member Districts entering into inter-local agreements to serve students who may not meet the qualifications under 1.1. Such agreements would be separate from this Agreement and require the mutual agreement of Bryan ISD and the Member District, in accordance with each District's local policies.

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 administrative offices will be located in Bryan, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the BVRDSPD operating procedures approved by the Management Board and Bryan ISD Operating procedures. Operating procedures inconsistent with the terms of this Agreement 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, Deaf or Hard of Hearing, 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 Deaf or Hard of Hearing Continuum includes the following: (1) DHH (Deaf and Hard of Hearing Consult). The student has a documented hearing loss 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 a teacher for the Deaf or Hard of Hearing.) (2) Itinerant (Babies 0 – 3). (For example, this student has a documented hearing loss under IDEA – Part C and is being served through early childhood intervention.) This student may need weekly services from a teacher of the Deaf or Hard of Hearing provided to the parents. (3) Itinerant (School Aged). (For example, this student is Deaf or Hard of Hearing under IDEA and requires specially designed instruction. The student may need weekly direct services from a teacher for the Deaf or Hard of Hearing to address unique communication, auditory, language and emotional needs.) (4) Site-based Programs. The student who attends the site-based program has a documented hearing loss under IDEA and requires specially designed instruction. (For example, this student needs daily direct services from a teacher for the Deaf or Hard of Hearing, 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 a documented hearing loss under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of a teacher for the Deaf or Hard of Hearing and access to Deaf culture.) This can be a parent initiated placement or a district placement.

The term “enrolled” in this Agreement shall mean the Member District that submits PEIMS data to the TEA on behalf of the student.

1.5 Deaf or Hard of Hearing students not enrolled in the BVRDSPD who meet the eligibility requirements of deaf or hard of hearing, but whose hearing loss is not as severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the BVRDSPD for direct services. In the event a student presents with eligibilities in addition to being deaf or hard of hearing, it is agreed and understood that the primary function of the BVRDSPD is to ensure that services are provided to address the deaf or hard of hearing students. With regard to consultation costs, related to private schools, any per pupil costs would fall on the District of residence. The BVRDSPD shall, upon written request to the BVRDSPD Supervisor, make available a certified teacher of the deaf or hard of hearing to be a member of the student’s ARD Committee. Additionally, upon written request to the BVRDSPD Supervisor, the BVRDSPD will make available personnel for consultation on a per pupil fee basis.

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

1.7 The term SSA does not have any legal significance pertaining to Texas Education Code 29.007, which has been repealed. The term SSA throughout this document reflects the name of the Cooperative.

2. Management

2.1 The BVRDSPD Supervisor, on behalf of the fiscal agent, may purchase goods and services necessary to administer and operate the BVRDSPD. All non-consumable instructional materials shall be deemed property of the BVRDSPD when such supplies and materials are purchased with BVRDSPD funds.

2.2 The BVRDSPD will be governed by a management board (the "Management Board") comprised of the Superintendents or special education directors of the member districts or their designees as representatives of the boards of trustees of the Member Districts. Such Management Board will meet, at least annually, to review the Shared Services Arrangement and matters related to the BVRDSPD. The BVRDSPD Supervisor may call additional meetings as needed. Each Superintendent or their designee shall attend the regularly scheduled Board meetings.

2.3 The BVRDSPD Supervisor will serve as chairperson of the Management Board. The Management Board or Supervisor will select a secretary. The secretary on behalf of the Fiscal Agent will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the Management Board.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts listed in this Agreement represented at the Management Board. A quorum is defined as a majority of all of the member districts of the BVRDSPD. It is agreed and understood that the Directors of Special Education Co-op Shared Services Arrangements may have delegated authority to vote on behalf of each Member District of the Co-op if such authority has been granted to the Director of the Special Education Co-op. The Supervisor has discretion to allow for votes to be submitted by written communication.

2.5 Should a Local Education Agency ("LEA") seek to become a member district of the BVRDSPD, a written request must be provided to the BVRDSPD Supervisor for Management Board consideration by the end of the fiscal year, but prior to the next school year in which they seek to join. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. It is further agreed that charter schools may be served on an independent contract basis for individual students enrolled in the charter. The BVRDSPD Supervisor will determine the fees and terms for such independent contracts.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from the authorized decision-making authority of each Member District.

2.7 Any Member District which does not agree to the terms of this Shared Services Arrangement 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 Interlocal contract without the necessity of further action by the remaining member districts, person, entity or agency. Disposition of property shall be governed by the withdrawal provision.

3. Personnel

3.1 The chief administrator of the BVRDSPD will be the Bryan ISD BVRDSPD Supervisor. The BVRDSPD Supervisor shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. The Supervisor will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. Administrative decisions regarding operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the BVRDSPD Supervisor and do not require Management Board action; a) recruitment, interviewing and recommendation of employment of BVRDSPD personnel to the Fiscal Agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other BVRDSPD personnel. The BVRDSPD Supervisor may determine the location of services and assignment of staff. The budget is available for review by the Management Board.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each Member District/Co-op shall serve as deputy officers for public records for requests made on behalf of or related to students served by the BVRDSPD which are filed with the BVRDSPD. For students enrolled in the site-based programs, the Fiscal Agent will be responsible for responding to records requests pursuant to IDEA or FERPA, with assistance from the BVRDSPD Supervisor as needed. For students enrolled in itinerant programs, the district where the student is enrolled will be responsible for educational records request made pursuant to FERPA, IDEA and Texas Public Information Act.

3.3 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.

3.4 BVRDSPD personnel, including teachers of the deaf or hard of hearing, BVRDSPD Supervisor, site-based program aide/interpreters, site-based program teachers of the deaf or hard of hearing students and BVRDSPD staff are employed by the Fiscal Agent as set forth herein. Such employees are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Bryan ISD Board of Trustees policies. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of BVRDSPD personnel. The Fiscal Agent salary schedule applies to BVRDSPD personnel set forth herein.

3.5 In the event a site-based student requires in-home services, homebound, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the sending Member District (the Member District wherein student was previously enrolled prior to enrollment in the site-based program) will provide funding for these services. Interpreters will be provided by the BVRDSPD for full-time site-based students participating in after school non-academic activities, UIL, clubs, and after school tutoring. If support from a BVRDSPD staff member is needed as contemplated in this provision, then that will be billed to the sending district at the staff salary calculated at an hourly basis plus mileage or the contract rate. Additional costs will be assessed against a Member District where student resides when overtime costs are implicated.

3.6 In the event an itinerant student requires in-home services, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the Member District where the student is enrolled will provide funding for these services.

3.7 BVRDSPD personnel shall be evaluated by the Supervisor based on Bryan ISD policies and procedures.

4. Fiscal Agent

4.1 Bryan Independent School District shall serve as the Fiscal Agent. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the Fiscal Agent). The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Bryan ISD policies or procedures. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the BVRDSPD. The Fiscal Agent will account for salaries and expenses of BVRDSPD personnel and BVRDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C Funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member District per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations and the formula as determined by the Supervisor with input from the Board. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the BVRDSPD will be funded by Bryan ISD. If tuition needs to be increased as determined by Bryan ISD, the Management Board will be consulted prior to a final determination on increase.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Bryan ISD policies or procedures.

4.5 The Supervisor or designee, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities, including interpreters, in accordance with law and Fiscal Agent policies. It is agreed and understood that the Supervisor's negotiation power for these contracts is limited by the prevailing rates in the region. The Fiscal Agent shall request Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The Fiscal Agent must notify, in writing, the Member Districts of any intention to withdraw as Fiscal Agent of the BVRDSPD 12 months prior to the date consistent with the end of the Fiscal year. After a satisfactory independent audit of the BVRDSPD's accounts, the transfer of Fiscal Agent status will become effective July 1.

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

4.8 Each Member District shall be responsible for submitting PEIMS. The Fiscal Agent, by reporting PEIMS data on students receiving services at site-based programs, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For students receiving services through the itinerant program, PEIMS will be reported by the district of enrollment and that Member District will be the LEA and responsible for FAPE and accountability.

4.9 The Fiscal Agent determines the location of site-based programs within the boundaries of the Fiscal Agent district.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. It is further agreed that the Districts will be billed two times per year for any amounts that exceed Federal and State Deaf funds. It is agreed that Member Districts which have a student receiving services from the BVRDSPD site-based or itinerant teacher program will be billed for the total tuition amount for that student. Tuition for a student that moves between Member Districts during the school year will be (prorated) between Member Districts where the student has resided. Each Member will be billed for the tuition for each student. Tuition will be calculated for each semester. Any student that receives services after the mid-point date of the semester, then a prorated amount will be assessed as half of the semester tuition costs.

5.2 Except as otherwise provided herein, each Member District where the student is enrolled will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. Any residential applications flow through the sending Member District. Students seeking enrollment in an Residential Treatment Center will be withdrawn from BVRDSPD and the Member Districts of residence will follow the application process pursuant to 19 TAC 89.61 and will be the LEA for that student.

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

5.4 Member Districts shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services.

5.5 A Member District may withdraw from the BVRDSPD by providing the Fiscal Agent written notice of its proposed action no later than twelve (12) months prior to withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. The withdrawing Member District shall return to the BVRDSPD any supplies, equipment, or fixtures in its possession that were purchased with BVRDSPD funds, prior to or of the year of withdrawal. The member districts further agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, remaining in the BVRDSPD's operating fund shall remain with the BVRDSPD. Additionally, a withdrawing member district shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations up to an amount not to exceed \$10,000.00. In the event during the term of this Agreement that the Texas Education Agency issues any notice requirements for a reconfiguration the SSA will follow any guidance that is binding.

5.6 Except as otherwise provided herein, Member Districts are ultimately responsible for the education of all students who are deaf or hard of hearing within its district boundaries whether the child is served in the local program, site-based program, BVRDSPD, or other placements. It is agreed that Member Districts are responsible for interpreters at Member District's location for students, not site-base programs. For students being served at the BVRDSPD site-based programs, the BVRDSPD will provide the following services:

Related services include, but not limited to:

- Audiology services
- School health services
- Counseling services
- Medical services (only to diagnose or evaluate a student's disability)
- Speech-Language therapy
- Occupational therapy
- Orientation and mobility services

Parent counseling and training
Physical therapy
Psychological services
Recreation
Rehabilitation counseling services
Interpreting services

The BVRDSPD 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.

It is agreed and understood that the sending District is responsible for any and all transportation.

BVRDSPD will provide direct and consultative Itinerant Deaf Education services for deaf and hard of hearing students attending Member District classes according to each student's ARD/IEP that may include, but not limited to:

- Direct services include language development,
- Vocabulary development and sign language support for students, interpreters, 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 deaf or hard of hearing students to educators, aides and interpreters.

The BVRDSPD will also provide the personnel certified in education of the deaf for ARD meetings when required.

5.7 For students enrolled in a site-based program, BVRDSPD shall be responsible for FM systems or other AT/AI equipment determined necessary by the ARD Committee. Personal hearing devices are the responsibility of the student. 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. Any issues regarding hearing aids shall be addressed to the District where the student resides.

5.8 Child Find is the responsibility of each Member District where the student resides including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process. The Member District is responsible for following referral procedures as set forth in the operating procedures. Member Districts shall send an ARD representative to the ARD Committee considering the educational needs of students who are deaf or hard of hearing from that Member District. The Member District representative shall inform the BVRDSPD of any changes in student location or status.

5.9 Each Member District agrees that prior to joining another RDSPD, the Member District will notify the BVRDSPD Supervisor twelve (12) months prior to joining.

5.10 The Member District where a student is enrolled is responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. BVRDSPD Deaf or Hard of Hearing teacher may participate in the evaluation or ARD Committee processes determined by the Supervisor. The Member District where a student resides is responsible for re-evaluations. BVRDSPD is responsible for conducting re-evaluation of students receiving services in the site-based programs.

6. Fiscal Practices

6.1 The BVRDSPD will operate on a budget reviewed by the BVRDSPD Supervisor and Management Board. The budget will not be effectively adopted without the approval by the Bryan ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor and other BVRDSPD personnel, interpreters, classroom aides, and Regional Day School office staff, Fiscal Agent operating expenses as well as any uncontrollable costs, incurred by the BVRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the formula as set forth in 4.3.

6.3 Member Districts may 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 upon written request of Member District. 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.

6.4 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the BVRDSPD unless such Member District has a student receiving services from the BVRDSPD.

6.5 The BVRDSPD's accounts will be audited annually, as part of the Fiscal Agent's audit, by an outside audit firm. This is considered an administrative cost.

7. Dissolution

7.1 Should there be a dissolution, any remaining assets, including equipment and supplies, remain with the Fiscal Agent.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions 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, attorneys fees, and settlement costs.

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.

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

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 Site-based 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 Site-based 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 Site-based Program,

then it is agreed that the students district of residence will reimburse the district wherein the Site-based 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. Notwithstanding the above, it is agreed that such reimbursement set forth in this provision is not required, if the Fiscal Agent determines that an employee assigned to the Site-based Program was grossly negligent or engaged in sexual or physical abuse, any of which was the subject of the litigation brought against the Fiscal Agent. Grossly negligent is defined as: "an act or omission that objectively presents an extreme degree of risk as well as the actors subjective conscious indifference to the safety or welfare of others."

10.4 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. Bryan ISD shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

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

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

11. The Agreement

11.1. This Agreement will be signed annually. 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 11.2 shall control.

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

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

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

11.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 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.

11.7 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.

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

11.9 It is agreed that the delivery or implication of any services referenced in this Agreement, is contingent upon the COVID-19 federal date for local closures, as well as any Federal, State or local closures.

Executed this ____ day of _____, 2021.

ANDERSON-SHIRO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

BRYAN INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

BREMOND INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

BRENHAM INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

BUCKHOLTS INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

BURTON INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

CALDWELL INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

CALVERT INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

CAMERON INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

CENTERVILLE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

DIME BOX INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

FRANKLIN INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

GAUSE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

GROESBECK INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

HEARNE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

HUNTSVILLE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

IOLA INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

LEON INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

MADISONVILLE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

MILANO INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

MUMFORD INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

NAVASOTA INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

NORMANGEE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

NORTH ZULCH INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

RICHARDS INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

ROCKDALE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

ROUND TOP/CARMINE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

SNOOK INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

SOMERVILLE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

THORNDALE INDEPENDENT SCHOOL DISTRICT

Superintendent

Date

Exhibit D
2021-2022 School Year

Annual BVRDSPD Tuition per Student

Site-Based Students \$8091

Itinerant Students \$7187

Parent/Infant \$7187

Consultation Students \$7187

Bryan ISD Students \$904 Site-Based Student fee – Itinerant Student fee = \$904
(Bryan ISD is providing funding for facilities use, including utilities, for all site-based programs.)