

**MEMBER DISTRICT PARTNERSHIP SHARED SERVICE
ARRANGEMENT
FOR THE 2024-2025 INNOVATIVE SERVICES FOR STUDENTS WITH
AUTISM, CYCLE 2 GRANT**

The Columbia-Brazoria Independent School District (“CBISD”), which is situated in the county of Brazoria, State of Texas, and the Lamar Consolidated Independent School District (“LCISD”) situated in the County of Fort Bend, State of Texas (hereinafter called “Member Districts”), hereby agree to cooperatively operate certain aspects of their special education programs as described herein under the authority of Texas Government Code Section 791.001 et seq., as Innovative Services for Students with Autism (“Innovative Services”).

This agreement (“Agreement”) is entered into by and between the Member Districts for the purpose of creating a special education Shared Services Arrangement (“SSA”) to provide certain special education and/or related services for students with autism. An Admission, Review, and Dismissal Committee (ARDC) recommendation is required for students to receive specialized services from the SSA.

This Agreement shall be effective on _____, 2024 (the “Effective Date”) and shall remain in effect for an initial term of one year following the Effective Date. Thereafter, this Agreement will automatically renew on an annual basis until terminated in accordance with the provisions contained herein.

I. General Provisions

- I.1 The SSA created herein shall not be a separate legal entity and the parties do not hereby intend to create a separate legal entity.
- I.2 The fiscal agent and district of operations (“Host District”) for this SSA will be CBISD.
- I.3 The special education program subject to this SSA 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; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 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 SSA operating guidelines approved by each Member District.
- I.4 The “fiscal year” shall be July 1 through June 30. The “academic year” shall be consistent with the Host District’s academic calendar, which shall be determined by the Host District and distributed to the Member Districts annually.

- I.5 To the extent required, Member Districts must provide appropriate data for performance measures in a timely manner and as required by applicable grant deadlines, as well as evidence of training and/or coaching sessions in the form of sign-in sheets, coaching logs, etc., for billing purposes.
- I.6 The student's district of residence remains responsible for providing a Free Appropriate Public Education ("FAPE") to the student and for all legal obligations under the Individuals with Disabilities in Education Act ("IDEA"), state law, and any other applicable laws, rules, and regulations. Student evaluations and related services determined to be required per the IEP/ARD team will be the responsibility of the student's district of residence.
- I.7 All costs of defense, costs of litigation, and costs of any relief awarded arising out of any type of claim brought against a Member District by or on behalf of any eligible student being served by the SSA, including but not limited to, a state or federal agency complaint, grievance, due process hearing, or lawsuit, shall be the sole responsibility of the Member District in which the student bringing the claim resides. Other than the responsibility to reasonably cooperate in the defense of any such actions, the SSA or Host District shall have no responsibility to pay any share of the cost of defense, actual damages, court costs, or attorney's fees associated with any such litigation.
- I.8 Because the SSA is not a legal entity, any lawsuits should be against either the fiscal agent or a Member District. If a lawsuit names the SSA or fiscal agent (not in its capacity as a student's district of residence) as a defendant, all Member Districts shall share the cost of defense and any actual damages, court costs, and attorneys' fees on the same pro-rata basis as other SSA operating expenses are shared. Legal counsel to defend any action against the SSA or fiscal agent will be selected by a majority vote of the Member Districts. If a lawsuit names a Member District, the Member District will be responsible for the cost of defense and any actual damages, court costs, and attorneys' fees incurred.
- I.9 If the fiscal agent incurs costs due to a federal or state audit related to the SSA, the Member Districts shall share the costs on the same pro-rate basis as other SSA operating expenses are shared.
- I.10 The fiscal agent may purchase insurance to cover claims made against the SSA.
- I.11 Any Member District wishing to withdraw from participation in the SSA shall inform the SSA Member Districts and Host District in writing of its intention by January 1 of the year before the academic year in which the withdrawal will be effective. Upon delivery of such notice, the Member District's withdrawal from the SSA shall be effective on the day before the first day of instruction of the academic year. The withdrawal of any Member District shall not effect a dissolution of the SSA except as provided in paragraph V.1 herein. The provisions of this SSA shall

continue in force and effect until the effective date of the withdrawal, and the remaining members of the SSA shall execute a new Agreement if they wish the SSA to continue as reconfigured. Member Districts withdrawing from the SSA shall no longer be eligible to receive services for students through the SSA as of the effective date of the withdrawal.

- I.12 The addition of a Member District to the SSA shall require a majority vote of the Member Districts. A written request must be received by January 1 to be considered for membership in the SSA for the upcoming academic year. The SSA shall comply with all TEA guidelines and deadlines regarding reconfiguration upon the entrance of additional Member Districts into the SSA.
- I.13 The Member Districts will collaborate with each other to provide innovative services to students with autism as described in the applicable grant application; and will invite other Member District staff to attend training opportunities where space and participant caps allow.

II. Management

- II.1 The SSA shall be governed by a Member District Partnership and be directly administered by the fiscal agent ISD's superintendent or designee.
- II.2 The SSA Member District Partnership shall be composed of a district special education administrative representative, or their designated representatives, of each of the Member Districts. The Chairperson of the Member District Partnership shall be the fiscal agent ISD's superintendent or designee.
- II.3 The SSA Member District Partnership shall consider appropriate policy matters pertaining to program planning, operation, and budget. Actions shall require approval of a majority of the Member Districts. The fiscal agent, as described further in Section III below, shall be responsible for implementation and active management of the program.
- II.4 The Member District Partnership shall meet on a regular basis and at least quarterly at such time and place as may be determined by the Member District Partnership. Meetings shall be scheduled and coordinated by the fiscal agent school district. Adequate notice of meetings shall be provided to the Member Districts of the date, time, and location of all Member District Partnership meetings.

III. Fiscal Agent

- III.1 CBISD will serve as the fiscal agent for the SSA. Any change in the designation of the fiscal agent will be made by a majority vote of the Member District Partnership.

- III.2 The fiscal agent ISD shall function as agent for and on behalf of all Member Districts and administer the program on a day-to-day basis in accordance with the policies of the fiscal agent. The fiscal agent ISD shall maintain fiscal records, and be responsible for administrative responsibilities, including preparing and keeping notes of Member District Partnership meetings. The fiscal agent shall complete and submit required data collection and performance reports as mandated by applicable grant guidelines.
- III.3 Engagement of personnel to provide instructional services to the Member Districts by the SSA will be the responsibility of the fiscal agent with input from the Member District Partnership as appropriate.
- III.4 The SSA will operate on a budget prepared in accordance with guidelines established by the Texas Education Agency (“TEA”), and in a manner consistent with the costs set forth in Exhibit A, attached hereto and incorporated herein by reference. Member Districts acknowledge that grant funds will flow directly to the Fiscal Agent from the TEA. The fiscal agent shall be responsible for budgeting and accounting with respect to all SSA funds, reporting to internal and external entities, including fiscal reporting through the PEIMS records, establishing a schedule for the reporting by Member Districts of expenditures to the fiscal agent, as applicable, and all other applicable state and federal reporting requirements.

IV. Finances, Costs, and Expenses

- IV.1 All expenses concerning salaries, benefits, and travel will be shared among the Member Districts as mutually agreed upon between the Member Districts. The amount of service will be determined annually.
- IV.2 Individual IEP related materials and supplies associated with a particular student will be the responsibility of the student’s district of residence. Subject to Section III.4., above, the Member Districts may share equally in the costs of equipment, trainings, attorney’s fees, and materials that would benefit the SSA. The cost of these items will be included in expenses referenced in paragraph I.5.
- IV.3 All assets purchased by the SSA, shall be considered the property of the Member District for which they were purchased. Assets should be tracked for grant reporting purposes.
- IV.4 The fiscal agent shall devise and implement an acceptable cost allocation, consistent with that set forth in Exhibit A, to be approved by the Member District Partnership, in accordance with applicable TEA guidelines concerning the basis for allocation of costs to the fiscal agent. Each Member District will be responsible for administrative and uncontrollable costs generated by such Member District. For

purposes of this paragraph, “uncontrollable costs” means costs related to _____.

- IV.5 The applicable grant related to this SSA is not anticipated to have any carryover funds, and all funds must be expended during the applicable grant period.
- IV.6 In the event that a Member District that withdraws from the SSA in accordance with paragraph I.11, the remaining grant funds will remain with the SSA. If a Member District does not comply with paragraph I.11, it is not entitled to a distribution under this paragraph.

V. Dissolution of the SSA

- V.1 In the event that a Member District withdraws from the SSA, and the remaining Member Districts Partnership representatives vote to dissolve the SSA, or in the event that the majority of the members of the Member District Partnership of the SSA agree to dissolve the SSA, the following shall be applicable:
 - a. All assets shall be liquidated, as quickly as possible, and the fiscal agent shall be responsible for utilizing any proceeds to pay all outstanding costs and liabilities of the SSA. Remaining assets may be distributed to the Member Districts in kind, in lieu of liquidation, if the distribution is approved by the Member District Partnership.
 - b. Any funds remaining after the liquidation of assets and payment of all costs and expenses of the SSA upon dissolution shall be shared by the Districts who were members of the SSA as of the date of dissolution on the same pro-rata basis as SSA expenses are shared.
- V.2 By the signatures hereto, the Superintendents of the Districts represent that their respective school boards have approved this Agreement and have authorized them to execute the same.

VI. Miscellaneous Provisions

- VI.1 The Member Districts agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs and Services contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs and Services.
- VI.2 This Agreement shall be governed by the law of the State of Texas and venue shall be in the county where the fiscal agent’s administrative offices are located.
- VI.3 This Agreement contains the entire agreement of the Member Districts with respect to the matters covered by its terms, and it may not be modified in any

manner without the express written consent of all Member Districts. The Member Districts may approve amendments or variances from this Agreement through their superintendents or designees. Each Member District affirmatively represents that their superintendents have the requisite authority to execute amendments on behalf of their Member District.

- VI.4 If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- VI.5 The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.
- VI.6 No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
- VI.7 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- VI.8 The Member Districts have all necessary power and authority to enter into and be bound by the terms of, this Agreement. The performance contemplated by this Agreement has been approved by each of the Member Districts' governing boards.
- VI.9 The Parties agree that this Agreement is subject to applicable state and federal laws, regulations, court orders, and administrative guidance, including but not limited to the General and Fiscal Guidelines adopted by the Texas Education Agency.

**2024-2025 INNOVATIVE SERVICES FOR STUDENTS WITH AUTISM,
CYCLE 2
SHARED SERVICES ARRANGEMENT**

Superintendent
Columbia- Brazoria Independent School District

Date

Superintendent
Lamar Consolidated Independent School District

Date

Special Education Director
Columbia- Brazoria Independent School District

Date

Special Education Director
Lamar Consolidated Independent School District

Date

EXHIBIT A

LCISD Year 1 Total	
8100 Payroll Costs	\$0.00

Contracted Services	\$168,660.00
Workshop	\$11,000.00
Workshop	\$11,000.00
SOLER 1 Day Workshop	\$2,750.00
Coach Workshops (3 sessions)	\$8,250.00
General Education Workshop	\$8,250.00
sessions)	\$1,325.00
Caregiver Training (3 Sessions)	\$3,975.00
STAR AU (25x\$2,750)	\$68,750.00
STAR LINKS (10x\$2,750)	\$27,500.00
STAR SOLER (5x\$2,750)	\$13,750.00

8300 Supplies and Materials	\$30,828.60
STAR Combo Kit (13)	\$16,250.00
DT Kits (15)	\$2,685.00
Sensory Library	\$5,000.00
Classroom Materials	\$5,000.00
Shipping Costs	\$1,893.50

8400 Other Operating Costs	\$0.00
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8800 Capital Outlay	\$87,600.00
STAR Online Primary	\$39,750.00
LINKS Curriculum	\$15,950.00
SOLER Curriculum	\$31,800.00

LCISD Year 1 Total	\$274,878.60
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