Gmail

Cheryl Shepherd <shepherdcheryl@harletonisd.net>

Fwd: Harrison County SSA Agreement

1 message

Jay Ratcliff <ratcliffjay@harletonisd.net> Thu, Jul 23, 2026 at 2:26 PM
To: Cheryl Shepherd <shepherdcheryl@harletonisd.net>, Tina Cox <coxtina@harletonisd.net>

And remember, it's a great day to be alive and a great day to be a Wildcat!

Go Wildcats!

Sincerely,

Jay Ratcliff
Superintendent
Harleton ISD
(936)615-3556 (cell)

---------- Forwarded message ---------
From: **Valerie Lampkin** <vlampkin@waskomisd.net>
Date: Thu, Jul 23, 2026 at 2:09 PM
Subject: Harrison County SSA Agreement
To: Jay Ratcliff <ratcliffjay@harletonisd.net>, Lindsey Wood <lwood@waskomisd.net>, Angela Fitzpatrick <afitzpatrick@karnackisd.org>, Amy Dickson <amy.dickson@efisd.org>

I am attaching the HCSSA Agreement; there were no changes made this year. Therefore, we do not need it to be approved by the board and/or by the district school boards.

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Valerie Lampkin
Special Education Director
Harrison County S.S.A.

HCSSA Interlocal Agreement (1).pdf
212K

Harrison County Shared Services Arrangement Interlocal Agreement

The ELYSIAN FIELDS INDEPENDENT SCHOOL DISTRICT, HARLETON INDEPENDENT SCHOOL DISTRICT, KARNACK INDEPENDENT SCHOOL DISTRICT, and WASKOM INDEPENDENT SCHOOL DISTRICT ("Member Districts"), hereby agree to cooperatively operate their special programs under the authority of Interlocal Cooperation Act, TEX. GOVT CODE ANN §791.001 *et seq.,* as the HARRISON COUNTY SHARED SERVICES ARRANGEMENT (hereinafter "the SSA"). Member Districts agree to the following:

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 eligible students with disabilities.

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 SSA's administrative offices will be located in Waskom, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.§1401 *et seq.;* Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.;* the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 *et. seq.;* Chapter 29 of the Texas Education Code, implementing regulations for all applicable statutes; section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG) and the SSA's Operating Guidelines, if any, approved by the Management Board.

1.5 Any SSA Operating Guidelines or policies inconsistent with the provisions contained herein shall be deemed null and void.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.4.

1.7 Each Member District retains financial responsibility for students who are enrolled in the Region Day School Program for the Deaf (RDSPD), which is not part of this SSA. Notwithstanding, the SSA provides services for (AI) and (VI) students 0-3. It is agreed and understood that each Member District retains responsibility for transportation to and from the RDSPD sites or Texas School for the Deaf, if required by a student's Individual Education Plan (IEP) as determined by an Admission, Review, and Dismissal Committee of the Member District. The Director of the SSA or designee may attend RDSPD meetings on behalf of the SSA.

1.8 It is agreed and understood that Child Find is the sole responsibility of each Member District for students who attend their respective districts.

1.9 This Agreement does not contemplate including school organizations (e.g., virtual schools) that attach to a Member District. Any Member District that approves the addition of a school organization not within the geographical boundaries of the District and/or not having a

County ID number, will not be a Member of the SSA. Should the circumstance in this provision arise, the membership of the Member in violation of this provision will be automatically revoked. This provision does not prohibit a Member District from providing virtual instruction to students within the geographical boundaries of the Member District.

2. Management

2.1 The SSA will be governed by a Management Board (the "SSA Management Board") composed of the superintendents of the Member Districts as the representatives of the Boards of Trustees of the Member Districts. Each superintendent or the superintendent's designee shall attend the regularly scheduled SSA Management Board meetings. Superintendents shall keep their respective Member District boards advised of SSA Management Board actions as appropriate.

2.2 The Management Board shall elect a Chairperson from among its members and may also designate a secretary, who may or may not be a member of the SSA Management Board.

2.3 Except as provided herein, actions shall require the approval of a majority of the SSA Management Board. No proxies are permitted.

2.4 The SSA Management Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the interlocal agreement, which meetings shall be held at least quarterly. The Director has the discretion to call additional meetings. Any Member District may request a meeting of the Management Board.

2.5 The Director, through the Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the SSA.

2.6 Additional powers and duties of the SSA Management Board shall be determined by the adoption of the operating guidelines and procedures for the SSA's operation.

2.7 The SSA Management Board may, by a majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement or for non-compliance with the policies and procedures of the SSA. The Member District subject to revocation is responsible for ensuring that any TEA requirement for effectuating a withdrawal from the SSA is met. That district's removal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The Member District subject to revocation 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 member's participation in the SSA. The Member Districts further agree that any fund balance, including all roll-forward monies remaining in the SSA's operating fund as of the June 30th date set forth above, shall remain with the SSA. A District whose membership is revoked is not entitled to any distribution of funds or property.

The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceedings. Revocation will be subject to the approval of a majority of Member Districts with the exception of the Member District being recommended for revocation.

2.8 Any Member District that 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 Agreement and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining Member Districts, any person, entity, or agency. Disposition of property shall be governed by Section 5.6.

3. Personnel

3.1 The Chief Administrator of the SSA will be the Special Education Director of the Fiscal Agent ("Director" or "SSA Director"), who will be recommended for employment to the Board of Trustees of the Fiscal Agent district by the SSA Management Board. The Director shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily operations of the instructional program and the purchasing of approved budgeted expenditures consistent with SSA policy are within the authority of the Director. SSA Operating Guidelines may limit or expand the administrative authority and contractual power of the Director beyond the provisions set forth herein.

Other SSA Director responsibilities include:

(a) recommendation of operating guidelines for the SSA;

(b) recruitment, interviewing, and recommendation of employment of SSA personnel to the Management Board, who then make a recommendation to the Fiscal Agent Board, as needed to ensure that the SSA is staffed with qualified personnel;

(c) purchasing of materials, approval of bills, overseeing disbursements and keeping records of all transactions, application for special funding;

(d) supervising, evaluating, and recommending employment status of other SSA personnel; and

(e) other duties as assigned by the Fiscal Agent, taking into consideration the recommendations of the SSA Management Board.

3.2 For records in possession of the SSA, the Director shall serve as the Fiscal Agent's deputy officer for public SSA records for purposes of the Texas Public Information Act and the Local Government Records Act and will send to each Member District any records requests submitted to the SSA and the corresponding responsive records. Each Member District retains responsibility for records requests made pursuant to the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), and the Individuals with Disabilities Education Act (IDEA) that are submitted directly to the Member District.

3.3 SSA 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, leave and other benefits. All personnel of the Member Districts who may provide special education services are subject to SSA Operating Guidelines. The Fiscal Agent may consider recommendations from the SSA Management Board when employing SSA personnel but retains final hiring and termination authority regarding employment of SSA personnel.

3.4 Employees set forth in 3.1 and 3.3 shall be subject to the Shared Services Arrangement salary schedule approved by the SSA Management Board, subject to final approval by the Fiscal Agent Board of Trustees prior to the beginning of each school year. The SSA Management Board shall submit the salary schedule to the Fiscal Agent Board of Trustees for final approval no later than [June 30th]. The Fiscal Agent Board shall take action regarding the approval of the salary schedule proposed by the SSA Management Board no later than [July 31st]. In the absence of a salary schedule approved by both the SSA Management Board and the Fiscal Agent Board of Trustees, the salary schedule of the Fiscal Agent shall apply to SSA personnel.

It is agreed that the Director may recommend stipends at the Director's discretion. It is further agreed that the Director may recommend other financial incentives for hiring and retention of SSA personnel in areas of staffing shortages.

As necessary, the Fiscal Agent District must act to ratify Board decisions on employment matters involving SSA personnel.

3.5 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 a contract or employment relationship.

3.6 SSA personnel, as set forth in section 3.3, who have a complaint related to the working conditions at a particular campus, must first file a complaint with the SSA Director. The Director will review the complaint and the relief requested to determine whether the complaint should proceed through the policy and complaint channels of the Fiscal Agent. All complaints that pertain to SSA personnel employment status or evaluation must be brought through the operating guidelines and complaint channels of the Fiscal Agent. Grievances filed by SSA personnel shall be conducted pursuant to the Fiscal Agent's policy; however, the administrators assigned to hear the grievances are as follows:

- Level I—SSA Director, or SSA Director's designee
- Level II—SSA Management Board
- Level III—Fiscal Agent Board of Trustees

3.7 Except as otherwise provided herein, SSA personnel who provide special education services to Member Districts and SSA office personnel, shall be evaluated by the Director or other appropriate supervisor, pursuant to the evaluation policies and procedures of the Fiscal Agent or the SSA Operating Guidelines as determined by the Director. The Fiscal Agent may consider recommendations from the SSA Management Board when employing or evaluating SSA personnel but retains final hiring and termination authority regarding employment of SSA personnel.

4. Fiscal Agent

4.1 WASKOM INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. WASKOM INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district.

4.2 Except as otherwise provided herein, the Fiscal Agent will account for salaries and expenses of SSA personnel and IDEA Part B funds. The Director, on behalf of the Fiscal Agent accounts for

SSA operating expenses including state and local (437) funds. The Fiscal Agent will maintain personnel records and payroll systems for SSA personnel.

4.3 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 SSA Management Board. The Fiscal Agent shall provide accounting services, reports, SSA records, if any. The Fiscal Agent shall report to the Management Board regarding the financial condition of the SSA.

Notwithstanding 4.10, it is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its maintenance of effort (MOE). Financial responsibility for costs associated with a Member District's failure to maintain its MOE will be governed by Section 5.4. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability Systems Resource Guide* (FASRG) Section 1.3, 1.4, (Basis of Allocations of Costs of the Fiscal Agent).

4.4 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before December 1st preceding the end of the last fiscal year it intends 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.

4.5 The Director, through the Fiscal Agent, on behalf of the SSA may negotiate contracts with outside service providers for special education and related services for students with disabilities. The Director, through the Fiscal Agent, on behalf of the SSA shall request compliance with the ADA and FERPA by each service provider.

4.6 Except as otherwise provided herein, the Fiscal Agent will prepare and submit, on behalf of the SSA, any reports or applications required by federal or state law or SSA Operating Guidelines.

4.7 Should the Fiscal Agent cease for any reason to serve, the SSA Management Board will by majority vote appoint another Member District as Fiscal Agent, subject to approval of the Board of Trustees of the Member District appointed to serve. Notwithstanding, a Member District may serve as Fiscal Agent only upon receipt of specific approval by all Member District Boards of Trustees and subject to an amendment of this Agreement.

4.8 The Fiscal Agent, as a Member District, is subject to SSA Operating Guidelines and procedures. The Fiscal Agent will be responsible for reporting to internal and external entities, including fiscal reporting through the PEIMS 032 or 033 records, whichever may be applicable with TEA guidelines. Each District reports 033 based upon information provided by the SSA.

4.9 Each Member District is responsible for tracking and submitting all necessary paperwork to apply for Medicaid reimbursement for eligible services for each Member District's enrolled students. All Medicaid reimbursements remain with each Member District. The SSA is not responsible for the administration of School Health and Related Services (SHARS)/Medicaid. Each Member District certifies receipt of Medicaid funds.

4.10 The Fiscal Agent is responsible for ensuring that all funds are used in accordance with required provisions. If the Fiscal Agent fails to comply with grant provisions or other federal requirements are not met, the Fiscal Agent is responsible to the TEA for the consequences of instances of noncompliance.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges that federal funds received from the State for special education programs and services flow directly to the Fiscal Agent. Each Member District is solely responsible for effectuating the then-current process for ensuring Federal funds flow to the Fiscal Agent. Member Districts agree that any other funds assessed under SSA Operating Guidelines or other legal requirements will be remitted to the Fiscal Agent within forty-five (45) calendar days from the date the invoice is received from the Fiscal Agent.

5.2 Each Member District may set aside 25% of its IDEA Part-B formula funds ("set aside" funds) to be applied to costs associated with the residential placement of any student residing within that Member District.

Except as otherwise provided herein or otherwise determined by the United States Department of Education (USDOE), the Director will comply with the procedures of 19 Tex. Admin. Code § 89.1092 when contracting for residential educational placements for a student served by a Member District.

Additionally, the Member District of residence of a residentially placed student shall provide an amount no less than its local tax share per average daily attendance for payment of residential costs of such student, as per 19 Tex. Admin. Code § 89.1092. This provision shall not be construed as an agreement of the parties to pool the 25% set-aside to be applied toward the residential placement of a student, absent a mandate from a government agency with regulatory authority to require the pooling of those funds. The 25% set aside for a Member District in the SSA that is residentially placing a student will be calculated on that Member District's tentative entitlement consistent with the TEA 2024-2025 Special Education Consolidated Grant Application Program Guidelines.

Each Member District agrees that any Member District for which IDEA Part B funds have been applied toward a residential placement will not be required to repay the SSA for such funding.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for SSA operations. Member Districts shall report all SSA related expenditures to the Fiscal Agent.

5.4 Repayments to TEA due to a violation of Federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. The Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA.

5.5 Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due from IDEA-Part B funds. Should TEA find that a Member District is in violation of the MOE requirements, then the Member District will submit any amount assessed by the Agency to

the Fiscal Agent or TEA within 10 business days in an effort to avoid any withholding of e-grant funds.

5.6 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the SSA with SSA funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such SSA funds was from local, state, federal, or private sources, are the property of the collective SSA and not that of individual Member Districts. All personal property of whatever nature individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the SSA for SSA educational services. Agreements pertaining to purchase of real property or any deeds pertaining to real property are not governed by this Agreement

5.7 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its intent to withdraw. Such notice shall be submitted by December 1st before the end of the fiscal year during which the Member District intends to withdraw. The withdrawing Member District is responsible for ensuring that any TEA requirements for effectuating a withdrawal are met, including providing any requisite notice of intent to withdraw. 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 Districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the SSA's operating fund as of the June 30th date set forth above, shall be calculated, and the withdrawing member shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 6.2 herein, of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interests, if any, such withdrawing member may have in the SSA's property or assets. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with its withdrawal as determined by the SSA Management Board, including, but not limited to non-renewals, legal costs, insurance, or any other expenses and obligations.

5.8 Member Districts agree to ensure that their District personnel providing special education instruction maintain proper certification consistent with state and federal law. Additionally, Member Districts agree to make available classes and programs consistent with the least restrictive environment (LRE) requirements and the individual needs of students.

6. Fiscal Practices

6.1 The SSA will operate on a budget prepared by the Director and approved by the SSA Management Board and Member District Boards of Trustees as part of the respective Member Districts' overall budget approval process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for these expenditures.

6.2 Administrative and uncontrollable costs will be shared proportionately among Member Districts based on a ratio that compares each Member District's special education enrollment to the total number of special education students enrolled in all Member Districts. Enrollment figures used to determine district contributions will be based upon a three-year average of the percentage of Special Education students enrolled in each District as compared to the percentage of students enrolled in the SSA as of the PEIMS snapshot date. Member Districts may be assessed additional charges for high-cost needs of individual students or services for students in low-incidence populations (e.g., evaluation or services of visually impaired or deaf and hard of hearing students). Member Districts will be invoiced semi-annually for any additional charges and agree to submit funds to the fiscal agent on behalf of the HCSSA for the same.

6.3 The SSA's accounts will be audited annually by the independent auditor for the Fiscal Agent at SSA's expense.

6.4 The SSA will fund extended school year programs that are based upon appropriate ARD Committee recommendations.

6.5 Uncontrollable costs that impact that Fiscal Agent as a direct result of its role as the Fiscal Agent shall be shared proportionately among Member Districts based on the ratio described in 6.2.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts' Boards of Trustees. The Fiscal Agent will provide timely notice to TEA of the intent to dissolve. Upon dissolution, the 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 as provided by Section 6.2 based upon the most recent snapshot data at the time of the dissolution. The dissolution will take effect on July 1st after the first January 1st following the dissolution vote.

7.2 Should the SSA dissolve, an inventory of SSA property will be conducted at the direction of the Director. Instructional materials and equipment purchased for use in each district will remain in the respective districts and become the property of that district. The Director will divide any other remaining assets among the Member Districts on the same prorated basis as administrative costs are assigned as provided by Section 6.2 based upon the most recent snapshot data at the time of the dissolution.

7.3 Agreements pertaining to purchase of real property shall supersede any provisions herein; this Agreement does not govern the purchase or selling of real property.

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.

8.2 Each Member District will insure its owned or leased vehicles used in the 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 The Member District wherein a student resides shall be solely responsible for the provision of a Free Appropriate Public Education {FAPE).

10.2 The Member District wherein a student resides or has been admitted 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. It is further agreed that 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 If the SSA or the Fiscal Agent, in its role as Fiscal Agent, is a named party (e.g., in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (e.g., brought pursuant to the IDEA, Section 504, or ADA) involving a special education student receiving services from a Member District, each Member District will be responsible for a prorated amount of legal fees/costs based on the formula set forth in Section 6.2 herein. These costs are solely related to legal fees incurred by the SSA or Fiscal Agent required for the legal defense of the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.2 regarding litigation involving students who reside in the Fiscal Agent's district.

10.4 Except as otherwise provided herein, if the SSA or the Fiscal Agent is a named party in a lawsuit filed against the SSA or the Fiscal Agent in state or federal court, and such lawsuit is based on a state or federal law other than the IDEA/Section 504/ADA or such lawsuit is filed by an SSA employee, then each Member District will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein. This provision contemplates lawsuits that arise from the Fiscal Duties as set forth herein. This provision contemplates that the Fiscal Agent is acting in compliance with applicable state and federal law

10.5 With the exception of SSA personnel, each Member District shall be responsible for legal fees incurred due to complaints, grievances, terminations, non-renewals litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. Member Districts agree to share legal costs associated with any complaint, grievance, termination, nonrenewal or litigation by SSA Personnel based on the formula set forth in Section 6.2.

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

10.7 The Member Districts of this SSA Agreement agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before proceeding to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute. The parties shall share the cost of mediation services based upon the prorated amount set forth in Section 6.2 herein. 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.

10.8 The SSA will conduct necessary educational and psychological evaluations of students, for whom parents have consented to a full and individual initial evaluation (FIE) or re-evaluation. The SSA will fund Independent Educational Evaluation (IEEs) consistent with SSA IEE criteria. Should it be necessary to request a due process hearing to override the lack of parental consent or to defend the District's own IEE, such shall be the responsibility of the Member District wherein the student resides.

11. The Agreement

11.1 This Agreement will be considered automatically renewed by each Member District annually on July 1st unless notice of withdrawal or dissolution is given under the terms of this Agreement or this agreement is amended in writing and approved by a majority of the Member Districts' respective Boards of Trustees. In the event this Agreement is amended, and a Member District refuses to execute the amendment or new Agreement, then that Member District will be deemed to have withdrawn from the SSA without the necessity of further action as of the end of the fiscal year. 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 to the Agreement will not be a member of the SSA. Section 5.6 (member withdraws) shall control.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the SSA and responsibilities under any prior SSA 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 To the extent that a Member District is no longer accredited by the Texas Education Agency ("TEA"), that Member District is deemed not to be a party to this Agreement.