

WESTERN RED RIVER SSA

DETROIT INDEPENDENT SCHOOL DISTRICT AND RIVERCREST INDEPENDENT SCHOOL DISTRICT, ("Member Districts"), hereby agree to cooperatively operate their special education programs under the authority of the Texas Education Code Section 29.007 and Texas Government Code 79.001, *et seq.*, as the WESTERN REDRIVER SSA (the "Cooperative" or "Co-op"). 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 and appropriate special education services to eligible students with disabilities.
- 1.2. The member districts do not intend by entering into this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3. The Cooperatives administrative offices will be located in Detroit, 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 Americans with Disabilities Act, 42 U.S.C. § 1.2101 *et seq.*; Chapter 29 of the Texas Education Code; Implementing regulations for all applicable statutes; and Cooperative policies approved by all Member Districts.
- 1.5. Any Cooperative Board Policies, which are inconsistent with the provisions herein, shall be deemed null and void.

2. Management

- 2.1. The Cooperative will be governed by a management board (the "Co-op 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 Co-op Board meetings. Superintendents shall keep their respective Member District boards advised of Co-op Board actions.
- 2.2. The superintendent of the Fiscal Agent, as designated in 4.1 will initially serve as chairperson of the Co-op Board. A secretary will be elected by Member Districts. The secretary will record and prepare minutes of each Co-op Board meeting. The Co-op 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 Co-op Board.

- 2.3. Actions shall require unanimous approval of the Co-op Board.
- 2.4. The Co-op 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 by June 1 and November 1. Special meetings may be called by the Chairman or the Director of the Cooperative. Members of the Co-op Board may submit requests for special meetings to the Chairman or the Director.
- 2.5. The Co-op, through its Co-op Board approved budget and the authority of the Fiscal Agent, may purchase goods and services necessary to administer and operate the Co-op.
- 2.6. Additional powers and duties of the Co-op Board shall be determined by Co-op policy.
- 2.7. The Co-op Board may by unanimous 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 Co-op. Disposition of property shall be governed by section 5.5.

3. Personnel

- 3.1. The chief administrator will be the Co-op Director, who will be recommended for employment to the board of trustees of the Fiscal Agent district by the Co-op 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, recommendations for employment of Co-op staff, and approved budgeted expenditures consistent with Co-op policy are within the authority of the Director. Co-op Board policy will determine the extent of the administrative authority and contractual power of the Director.
- 3.2. The Director shall serve as the Fiscal Agent's deputy officer for records for purposes of the Texas Public Information Act and local Government Records Act.
- 3.3. All Co-op employees serve under contract to the Fiscal Agent and are subject to that District's personnel policies.
- 3.4. Employment contracts for employees who have a contractual relationship with the Fiscal Agent shall be standard contracts.

- 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 Fiscal Agent with whom the employee has a contractual or employment relationship.
- 3.6. All individuals providing services to the Co-op must be appropriately certified or licensed to perform the applicable services. In acute shortage areas, the Co-op will take responsible steps to secure certified or licensed providers.

4. Fiscal Agent

- 4.1. DETROIT INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Co-op and will be responsible for the management of the Co-op's assets. DETROIT 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 Co-op Board. The Fiscal Agent shall provide accounting services, reports, Co-op records, suitable facilities for special education administrative and support staff and shall perform any other responsibilities required by all Co-op staff. 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 will account for salaries and expenses of all Co-op personnel; Co-op operating expenses; IDEA, Part B funds; and in kind contributions. The Fiscal Agent will maintain personnel records and payroll systems for all Co-op staff.
- 4.4. The Fiscal Agent will prepare and submit, on behalf of the Co-op, any reports or applications required by federal or state law or Co-op policy.
- 4.5. the Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Co-op policies. The Fiscal Agent shall require ADA compliance by each service provider.
- 4.6. The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Co-op by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-ops accounts, the transfer of Fiscal Agent status will become effective July 1.

- 4.7. Should the Fiscal Agent cease to serve, for any reason, the Co-op Board will by unanimous vote appoint another Member District as Fiscal Agent.

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 Co-op operations.
- 5.2. Each member district shall remit their pro rata share of operating expenses of the Co-op to the fiscal agent within thirty (30) calendar days of receipt. The Director will submit the Standard Application System (SAS) for Special Education Programs for Federal money. The fiscal agent superintendent will certify the application. The Director will also file any amendments.
- 5.3. Member districts agree that any other funds assessed under Co-op policies or other legal requirement will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.
- 5.4. Each member district shall pool its 25% IDEA Part-B formula fund ("set-aside" funds) with the set-aside funds of all other member districts, to be applied for payment of related services and residential costs associated with the residential placement of any student residing within a Member District of the Co-op. The Director will comply with the procedures, of 19 T.A.C. § 89.61 when contracting for educational placements for a student served by a Member District. Additionally, the Member District of residence of a residentially-placed student shall apply its local tax share per average daily attendance for payment, of residential costs of such student, as per 19 T.A.C. § 89.61.
- 5.5. If the Co-op consists of two Member Districts, a Member District may withdraw from the Co-op causing the Co-op to be dissolved by notifying the other Member District of its intention to withdraw by November 1 preceding the last fiscal year the Member District intends to remain in the Co-op. Upon such notification and dissolution of the Co-op, the Co-op property after charges and liabilities shall be divided equally among the Member Districts. The withdrawal and dissolution of the Co-op will take effect on the July 1 next after the described notice has been properly given.
- 5.6. In the event the Co-op has more than two (2) Member Districts, a Member District may withdraw from the Co-op by notifying the other member districts of its intention to withdraw by November 1 preceding the last fiscal year the member district intends to remain in the Co-op. Upon withdrawal, the Member District shall return any materials or equipment

purchased with Co-op funds to the Co-op office. Member Districts agree that upon member withdrawal all property, both personal and real, purchased with Co-op funds, becomes the property of the remaining Co-op members under this Agreement. Upon withdrawal of an individual member district, the funds due the withdrawing Member District after charges and liabilities shall be calculated and distributed based on its proportionate share in the current year. The withdrawal will take effect on the July 1 next after the described notice has been properly given.

6. Fiscal Practices

- 6.1. The Co-op will operate on a budget prepared by the Director and approved by the Co-op Board and Member District boards of trustees. Any Member District exceeding budgeted allocations without proper budget amendments will be solely responsible for those expenditures.
- 6.2. Except as otherwise provided in this agreement, administrative and uncontrollable costs will be allocated as follows:
- 6.3.
 - 6.3.1. Each Member District will provide a pro rata share of the operating expenses to the Co-op.
 - 6.3.2. The Director will obtain copies of the Summary of Finances issued in May or the most recent one available for each district.
 - 6.3.3. The Regular Program ADA figures (as provided in 19 Tex. Admin. Code §§ 89.20, 129.21 or other applicable law) will be added to determine the total number of students in the combined school districts.
 - 6.3.4. This number will be divided into the budget total that will yield a per student figure.
 - 6.3.5. Each district's contribution will be the total of the district's Regular Program ADA multiplied by the per student figure.
 - 6.3.6. Each district will receive a statement from the Co-op, payable to the Fiscal Agent's business office once in quarterly payments beginning September 1. The statement will be issued in August of each year.
- 6.4. The Co-op's accounts will be audited annually by the independent auditor for the Fiscal Agent at Co-op expense.

7. Dissolution and Liquidation

- 7.1. Dissolution of this Agreement shall require the affirmative vote of all of the member districts. Upon dissolution, the Co-op'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 § 6.2. The dissolution will take effect on July 1 after the first January 1 following the dissolution vote.

8. Property and Use of Facilities and/or Equipment

- 8.1. Agreements pertaining to purchase sale, exchange sale or use of real property, or improvements thereto, shall supersede any provisions herein.
- 8.2. Provision of related aids and services, including assistive technology or other equipment shall be determined by a duly constituted ARD committee. Each member district bears responsibility for providing the necessary related aids and services, including assistive technology or other equipment, for students who reside within its boundaries. Each member district shall also provide suitable classroom facilities and appropriate space for ARD meetings and assessment activities.

9. Risk of Loss

- 9.1. Each member district bears its own risk of loss. "Loss" includes, but is not limited to, grievances, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.
- 9.2. 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.

10. Transportation

- 10.1. The Co-op will bear responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

11. The Agreement

- 11.1. This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the

terms of this Agreement. Changes to this Agreement may only be made for substantive reasons unanimous approval by the Co-op Board.

- 11.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the Co-op and responsibilities under any prior Cooperative 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. Other school districts may join the Co-op SSA at the beginning of a fiscal year upon unanimous vote of the Co-op Board. A request to join the Co-op SSA must be submitted no later than November 1 preceding the effective date of admission to the Co-op SSA. This Co-op SSA Agreement shall be modified to reflect the change in composition, and the revised Co-op SSA Agreement will be submitted to the Texas Education Agency.
- 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. The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.
- 11.8. 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.

Executed this _____ day of _____, 2010

DETROIT INDEPENDENT SCHOOL DISTRICT

Board President

Date

RIVERCREST INDEPENDENT SCHOOL DISTRICT

Board President

Date