



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: January 20, 2014

AGENDA ITEM: Action Item: Approval of amended SSA Agreement

PRESENTER: Lynn McKinney, Deputy Superintendent

ALIGNS TO BOARD GOAL(S):

- **Financial/Facilities:** The District shall exhibit excellence in financial and facility planning, management, and stewardship.
- **Learning:** The District will provide an aligned, rigorous curriculum, with instructional and technology programs preparing students to meet or exceed all educational standards.

Background Information: The following information is presented in order to inform the Board of changes in TEA guidelines regarding Shared Services Arrangement (SSA) Agreements and changes to the District's current SSA Agreement with Bluebonnet Co-op for Students with Visual Impairments.

- Aledo ISD is currently a member of the Bluebonnet Co-op which provides certified personnel and services to students with visual impairments ages birth – 21 with direct vision instruction, orientation and mobility planning and instruction, consultation with District staff, direct Braille instruction to students, and provides Braille transcription of all required student materials.
- TEA adopted new guidelines in January 2013 for districts participating in SSAs. New guidelines require specific approval by the Board of Trustees for each participating LEA at any time the SSA agreement is amended. On an annual basis, amended SSA Agreements must be submitted to TEA prior to the first day of February.
- Northwest ISD has provided timely notice that their district will be leaving the Bluebonnet Co-op at the end of 2013-2014 school year. This notice prompted an amendment to the current SSA Agreement with Bluebonnet Co-op. This requires Bluebonnet Co-op to submit the amended agreement to TEA and also requires the District to seek approval from our Board of Trustees.
- Included with this template:
 - Bluebonnet Co-op for Students with Visual Impairments Shared Services Arrangement Agreement
 - Notification from Northwest ISD of their decision to leave the SSA

- Proposed notification from Bluebonnet Co-op to TEA of amended Agreement.

Administrative Considerations: Consider the approval of the amended agreement with Bluebonnet Co-op for Students with Vision Impairments.

Fiscal Note: Approval of the amended Agreement will not incur additional financial responsibilities.

Administrative Recommendation: Administration recommends approval of the amended Agreement with Bluebonnet Co-op as written and presented.

Bluebonnet Co-op for Students with Visual Impairments

Shared Services Arrangement Effective: July 1, 2014

ADMINISTRATIVE

1. Composition of the "Bluebonnet Co-op for Students with Visual Impairments":

Aledo ISD, Azle ISD, Castleberry ISD, Decatur ISD, Lake Worth ISD, Palo Pinto County Co-op (Mineral Wells ISD, Gordon ISD, Graford ISD, Palo Pinto ISD, Santo ISD, Strawn ISD), Parker County Co-op (Peaster ISD, Brock ISD, Garner ISD, Millsap ISD, Poolville ISD), Springtown ISD, Weatherford ISD, White Settlement ISD, Wise County Co-op (Bridgeport ISD, Alvord ISD, Boyd ISD, Chico ISD, Paradise ISD, Slidell ISD).

The Co-op shall be governed by a Management Board comprised of the director of special education or designee from each participating member.

2. The management board shall appoint a fiscal agent for the co-op by March 31st for the following fiscal year. The fiscal agent must be willing to serve in this capacity for a full fiscal year. They may ask to be removed from this capacity for a subsequent year by a request in writing prior to March 31st.
3. The Fiscal agent of the Shared Services Arrangement, dated 07/01/2014, hereinafter, for convenience, referred to as "S.S.A.", or his or her designee shall serve as chairperson for the management board and attend all Management Board meetings.
4. The Management Board will meet a minimum of three times each school year. Meetings shall be held in the fall and spring semesters, with a third meeting scheduled as needed.
5. The fiscal agent shall appoint a Secretary to record the minutes of each Management Board meeting or personally record the minutes.
6. A member district may withdraw from the S.S.A. group by notifying the remaining member districts of its intention to withdraw by December 15th of the last fiscal year it intends to remain a member of the S.S.A. group. The termination date is June 30th. A school district wishing to enter the co-op must make a request to the Management Board in writing. The Management Board shall decide whether to agree to add the requesting school district as a new member district at a regularly scheduled board meeting, and subject to TEA timelines for reconfiguration of SSAs.

FINANCIAL

1. All assets purchased by co-op funds are the property of the S.S.A. group.
2. In the event of dissolution or reconfigurations of the S.S.A.:
All real property, purchased by the S.S.A. (e.g., building(s), land, etc.,) will remain property of the group.
Personal property, purchased by the S.S.A. (e.g., equipment and supplies), in the withdrawing district at the time of withdrawal notification, will remain in the district if the equipment/supplies are not needed for/by other students in the remaining co-op districts (at the discretion of the Management Board).
3. The fiscal agent shall use a method agreed upon by the management board to determine cost allocation for services provided by the S.S.A. This method will utilize a formula for determining cost of providing services for each member based on the October snapshot.
4. Any uncontrollable costs (i.e., additional staff, necessary equipment) for the group shall be shared by the group and not the sole responsibility of the fiscal agent. This cost shall be determined by the member's current prorated percentage of ownership in the co-op.
5. Cost for liabilities incurred against the fiscal agent based on its status as fiscal agent of the co-op shall be shared by the group based on their current prorated percentage of ownership.
6. Should a residential placement occur, the school district where the student to be placed resides, or that is otherwise responsible for providing FAPE to the student, will be responsible for any costs incurred with that placement.
7. *Fiscal assets*, being any unspent funds generated by the withdrawing district, and the unencumbered fund balance determined at the end of fiscal year audit, will be pro-rated back to the withdrawing district's average prorated percentage of ownership for the last five years.

LEGAL

1. Any legal fee incurred due to complaints, grievances, or litigation will be the responsibility of the member district in which the complainant student resides, or that is otherwise responsible for providing FAPE to the student.

2. Expenditures incurred related to grievances, lawsuits, or any other legal action taken against the fiscal agent pertaining to this SSA including actions taken by employees, students, or parents, shall be shared by the S.S.A. membership based on their current prorated percentage of ownership.

DESIGNATION OF RESPONSIBILITIES FOR THE FISCAL AGENT AND MEMBER LEA'S

1. Shared Services Arrangement Special education staff who are utilized to serve students from the various SSA schools will be under employment contracts issued by the fiscal agent, with recommendations for employment, dismissal, and placement made to the governing Management Board by the Special Education Director of the fiscal agent (e.g., teacher of the visually impaired, orientation and mobility specialist, braille transcriptionist, etc.). The Management Board and the policies of the fiscal agent shall govern the Shared Services Arrangement staff serving the various member school districts.
2. The fiscal agent of the S.S.A. will be responsible for planning, development, operation, and accountability of the total program of services. Operational funds will be expended in accordance with the "Financial Accountability System Resource Guide" (FASRG). Each member district will be furnished a budget exhibiting their percentage share of the operating funds.
3. The fiscal agent will be responsible for reporting to internal and external entities regarding the operation of the co-op.
4. Any board approved allowable expenditure by member districts must be reported to the fiscal agent within 30 days.
5. Each member district will be responsible for state and federal reporting requirements related to student data for students in their district. The fiscal agent will be responsible for any financial reporting.
6. The services to be shared by this group are the unique direct and indirect services required for students with visual impairments, ages birth through 21. This includes, but not limited to, Certified Teachers of the Visually Impaired (CTVI), Certified Orientation & Mobility Specialists (COMS), and Braille Transcriptionists. The ultimate responsibility for providing a FAPE to IDEA-eligible students, however, rests with the member district in which the students reside, or which are otherwise responsible for providing a FAPE to the students.



November 12, 2013

Mr. Trevor Stephens
Bluebonnet Co-Op Management Board
Parker County Co-op
612 N. Rusk Street
Weatherford, TX 76086

Re: Withdrawal from S.S.A.

Dear Management Board,

Pursuant to the Bluebonnet Cooperative Shared Services Arrangement Agreement, Administrative Section 7, the Northwest Independent School District is hereby notifying the member districts of the Bluebonnet Cooperative of its intent to withdraw from the S.S.A. effective June 30, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy L. Cartas".

Tracy L. Cartas
Special Education Director

Parker County Co-op - Special Services

612 NORTH RUSK STREET • WEATHERFORD, TEXAS 76086
(817) 596-0024 • FAX (817) 596-5297
www.parkercountyco-op.net

January 14, 2014

Division of Federal Fiscal Compliance and Reporting
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1949

This letter is to inform the Texas Education Agency of a change to the configuration of the Bluebonnet Co-op for Students with Visual Impairments.

Effective June 30, 2014, Northwest ISD will withdraw from this Shared Service Arrangement. The ISD will provide services to students with visual impairments through their ISD special education department.

Current Configuration:

Parker County Co-op Special Services – Fiscal Agent
Aledo ISD
Azle ISD
Castleberry ISD
Decatur ISD
Lake Worth ISD
Northwest ISD
Palo Pinto County Co-op
Springtown ISD
Weatherford ISD
White Settlement ISD
Wise County Co-op

The signatures of the representatives of each SSA member are below.

Sincerely,


Trevor Stephens, Director of Special Education

LEA Representatives

Parker County Co-op Special Services – Fiscal Agent

Trevor Stephens, Director Trevor Stephens

Aledo ISD

Cheryl Wooten, Director Cheryl Wooten

Azle ISD

Gwen Gordon, Director Gwen Gordon

Castleberry ISD:

Margaret Lea, Director Margaret Lea

Decatur ISD:

Velvet Townsend, Director Velvet Townsend

Lake Worth ISD:

Cassandra Darst, Director Cassandra Darst

Northwest ISD:

Tracy Cartas, Director _____

Palo Pinto County Co-op

Parisa Lerma, Director Parisa Lerma

Springtown ISD:

Stacy Johnson, Director Stacy Johnson

Weatherford ISD:

Patti Young, Director _____

White Settlement ISD:

Rhonda Wright, Director Rhonda Wright

Wise County Co-op:

Carla White, Director Carla D. White