

## ***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 31<sup>st</sup> 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 31<sup>st</sup>.
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 15<sup>th</sup> of the last fiscal year it intends to remain a member of the S.S.A. group. The termination date is June 30<sup>th</sup>. 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.

**SHARED SERVICE AGREEMENT  
MEMBER DISTRICT APPROVAL**

I, as one of the undersigned, certify that this Agreement meets with my approval and has been approved by our local School Board this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Member	County / District #	Superintendent	Director of Special Education
Chico ISD	249-904		