

7.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon request to the RDSPD Coordinator of the Fiscal Agent of the RDSPD through a services contract. Such contracts shall be in the form attached as Exhibit "C". The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit "A".

7.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the Greenville RDSPD SSA will provide contact information of providers with whom those schools may directly contract for services, if available.

7.7 Each Member District, by approval of this Greenville RDSPD SSA Agreement, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at Exhibits "B" and "C".

8. Dissolution

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent shall notify TEA of the SSA's intent to dissolve by February 1st prior to the end of the fiscal year it intends to remain an SSA. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1 of the year the SSA dissolves. The dissolution will take effect on July 1 after the first January 1 following the dissolution vote.

8.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

9. Risk of Loss

9.1 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. Costs of administrative hearings shall be the sole responsibility of the Member District in which the student resides.

10. Transportation

10.1 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.