

INNOVATIVE SERVICES FOR STUDENTS WITH AUTISM GRANT AWARD PROGRAM

SHARED SERVICES ARRANGEMENT AGREEMENT

Ector County Independent School District (“ECISD”), an accredited kindergarten through grade twelve (12) school district, Midland Independent School District (“MISD”) and Big Spring Independent School District (“BSISD”), hereinafter collectively referred to as “Member Districts”, enter into this collaborative SHARED SERVICES ARRANGEMENT agreement (“Agreement”) under the authority of Texas Education Code § 29.026 and Texas Government Code § 791.001 et seq., to implement an INNOVATIVE SERVICES FOR STUDENTS WITH AUTISM GRANT AWARD PROGRAM (the “Program”) to serve students with Autism in the following districts:

Ector County Independent School District, Big Spring Independent School District, and Midland Independent School District.

The Program will become effective on June 1, 2022 (the “Effective Date”), upon approval of each Member District’s Board of Trustees.

Member Districts agree that:

1. Purpose of the Program

- 1.1 The overarching aim and purpose of the proposed collaboration between Member Districts is to improve services for students with Autism by providing improved classroom experience, technology and training, impacting educators, parents and ultimately the targeted students in Member Districts.

2. General Provisions

- 2.1 The 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 American with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; TEA’s General and Fiscal Guidelines; and any applicable Ector County ISD policies and administrative regulations.

- 2.2 The Member Districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.
- 2.3 The purpose of this Agreement is to create a SHARED SERVICES ARRANGEMENT (“SSA”) whereby the Member Districts agree to partner to provide a variety of materials, technology, and training for educators and parents to serve students with Autism enrolled in Member Districts.
- 2.4 It is agreed and understood that the target student population to be served under this Program are students with severe form of autism who need a variety of skills, strategies and an alternate curriculum, a total of approximately 329 students among the three Member Districts combined.

3. Member Responsibilities

- 3.1 Member Districts agree to participate in staff training, observation in model classrooms and teacher mentoring funded by the Program and provided through the Region 18 Education Service Center and ECISD.
- 3.2 Member Districts agree to purchase technology and equipment, including Z Space learning stations, charging carts, tripods, cameras, devices for LAMP communication program licensing and warranties, required for the Program’s implementation. Member Districts will submit requests for reimbursement to the Fiscal Agent for the purchased technology and equipment. Fiscal Agent will issue reimbursement from the Grant funds within 90 days of receiving each request. Once the technology and equipment are purchased for use under the Program and are reimbursed by the Grant, the purchasing Member District will retain possession and ownership of the technology and equipment and will use them to serve students with Autism. Member Districts shall be responsible for maintenance of the technology and equipment purchased under the Program with the Grant funds for that District’s use.
- 3.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Program operations. Member Districts will be responsible for reporting their data to the Fiscal Agent for use in reports required by the Grant.

- 3.4 Each Member District agrees that certain non-identifying student achievement and implementation data will be collected for the purpose of grant reporting and to provide continuous improvement. Each Member District agrees to provide the required baseline and subsequent student data to the external grant evaluator and the Fiscal Agent. Each Member District shall be responsible for recording its data in the cloud-based platform as required by the external evaluator. It is understood that no student data will be identifiable, and student privacy will be protected in compliance with Family Educational Rights and Privacy Act (FERPA) and its implementing Regulations at 34 CFR Part 99.

4. Advisory Council

- 4.1 ECISD, hereby designated as the fiscal agent (“Fiscal Agent”) under this SSA, shall have the governing authority over the Program and shall establish an SSA Advisory Council (“Advisory Council”) comprised of the Special Education Directors for each of the three Member Districts or their designees.
- 4.2 The role and responsibility of the Advisory Council shall be to act in an advisory capacity to the Fiscal Agent, to assist with gathering stakeholder input toward program planning and goal setting.
- 4.3 The Fiscal Agent’s Executive Director of Special Services will serve as chairperson of the Advisory Council and shall designate a person or persons to maintain minutes of each Advisory Council meeting. The Fiscal Agent’s Executive Director of Special Services will act as a chief program supervisor and will oversee the implementation of the Program under the Grant. She will receive no compensation from the Grant funds for this role.
- 4.4 The Advisory Council will meet at least annually, or more frequently as needed.

5. Fiscal Agent’s Responsibilities

- 5.1 Ector County Independent School District (ECISD) shall serve as the lead Member District and a Fiscal Agent. ECISD acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12. As a Member District, the Fiscal Agent is also subject to general Member District responsibilities.

- 5.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all Grant funds, in accordance with the prepared budget as submitted to the TEA in the Grant application. The Fiscal Agent shall provide accounting services, reports, Program records, suitable facilities for a full-time grant coordinator and a full-time administrative assistant, appropriate classrooms, and shall perform any other responsibilities as may be required by the Grant Program Guidelines published by Texas Education Agency's Department of Special Education and the Fiscal Agent's policies.
- 5.3 The Fiscal Agent is responsible for ensuring that funds are used in accordance with the grant provisions. The Fiscal Agent is responsible for maintaining all SSA financial and personnel records required for TEA, in accordance with Financial Accounting and Reporting (FAR).
- 5.4 The Fiscal Agent is responsible for implementing the grant budget as submitted to the Texas Education Agency in the Grant application. Any changes to the original budget must be approved by the Texas Education Agency. The Fiscal Agent will account for salaries and expenses for the Program's personnel and the Program operating expenses, including reimbursing Member Districts for the Member District's budgeted expenditures on the compensation of any substitute teachers hired in conjunction with the Program. The parties acknowledge that the Fiscal Agent may access total State allocations and any other funding received for the purpose of furthering this Program.
- 5.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by state law, Texas Education Agency or Fiscal Agent's policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.
- 5.6 The Fiscal Agent may negotiate contracts with outside service providers as may be needed for services related to this Program in accordance with applicable law and Fiscal Agent policies. The Program will partner with the Region 18 Education Service Center to provide consulting and staff training services. The Program will also partner with an independent external evaluator to evaluate the Program, collect data and prepare reports for the Program. The Program may also partner with another organization or entity to assist with providing parent training, as may

be necessary to carry out the objectives of the Program. Grant funds will be used to pay any outside service providers for their services, in accordance with the Program budget.

- 5.7 The Fiscal Agent will be responsible for scheduling and coordinating all training and consulting sessions required by the Program for the benefit of all Member Districts.
- 5.8 The Fiscal Agent will purchase in bulk supplies needed for operating the Program and will distribute the supplies to the Member Districts as needed for classroom redesign and implementation of instruction for students with Autism.
- 5.9 The Fiscal Agent may utilize other Ector County ISD staff, as appropriate, to accelerate implementation of the observation protocols for the new evaluation system that is planned for use during the grant period.
- 5.10 Should the Fiscal Agent cease for any reason to serve as a fiscal agent, the Advisory Council will by majority vote of a quorum appoint a Member District as Fiscal Agent. Any Member District who may be appointed to serve as Fiscal Agent has the option to refuse to serve as Fiscal Agent.

6. Fiscal Practices

- 6.1 The Program will operate on a budget prepared by the Fiscal Agent's staff and submitted by the Fiscal Agent in the Grant application to TEA for the 2-year grant period. Any changes to the original budget must be approved by TEA.
- 6.2 The Grant Coordinator may purchase with the Grant funds goods and services necessary to administer and operate the Program, with the approval of the Fiscal Agent's Executive Director of Special Education Services. The Grant Coordinator will follow the applicable Fiscal Agent's policies and state law on purchasing.
- 6.3 All instructional materials purchased with the Grant funds for or by the Member District for the purpose of educating students with Autism shall be deemed property of the Member District for whom any such instructional materials were purchased with the Grant funds.

- 6.4 Upon the expiration of the Grant Award and the expiration of this Agreement, each Member District will be responsible for continuing funding the Program at the Member District.

7. Program Personnel

- 7.1 A Grant Coordinator shall be employed by the Fiscal Agent and will be subject to the personnel policies of the Fiscal Agent. The Grant Coordinator will oversee the day-to-day operations of the grant, will facilitate communication between the partner agencies and the Fiscal Agent, and will prepare any required reports to TEA. This person will also coordinate purchases in compliance with the terms of this Agreement and any applicable state law and the Fiscal Agent's policies on purchasing. The Fiscal Agent's Executive Director of Special Services, on behalf of the Fiscal Agent, will determine the extent of the administrative authority of the Grant Coordinator and will supervise the Grant Coordinator in performance of duties.
- 7.2 An Administrative Assistant will assist the Grant Coordinator and will be employed by the Fiscal Agent. The Administrative Assistant's functions will include providing support for budget, purchases, coordinating daily scheduling, distribution of materials to member districts, and clerical duties.
- 7.3 The Program employees described in sections 7.1 and 7.2 above will be employed by the Fiscal Agent and will be subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Program operating guidelines and procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel. Any Member District that has an employee that serves only that district shall be individually responsible for screening, interviewing, hiring, terminating and the expense of that employee.
- 7.4 The Program employees described in sections 7.1 and 7.2 will be appropriately certified or licensed, as may be required by State law, to perform any applicable services.

- 7.5 Substitutes may be hired by MISD and BSISD as needed to provide an opportunity for their teachers to attend the trainings on site in ECISD classrooms. The Fiscal Agent will reimburse Member Districts for the expenditures of paying the substitutes within 90 days of receiving a request for reimbursement, provided the amount requested for reimbursement does not exceed the amount allocated in the Program’s budget for hiring substitutes.

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, damages 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. Legal Responsibilities

- 9.1 The Member District wherein the student attends school shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).
- 9.2 The Member District wherein the student attends shall be responsible for legal costs, court costs and attorney’s fees, resulting from litigation directly involving that student.
- 9.3 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member District has a contract or an employment relationship.
- 9.4 The legal responsibilities stated herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the contract.
- 9.5 The Member Districts of this SSA contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal

split between the Member Districts. 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. Termination

- 10.1 A Member District may terminate its participation in the SSA upon providing at least a 30-day written notice to the other Member Districts and the Fiscal Agent.
- 10.2 If the SSA is terminated by one or more of Member Districts, the assets purchased with the Grant funds will remain with the Member District for whom they were purchased, provided the Member District continues to use them for purposes of serving students with Autism enrolled and attending in the Member District.
- 10.3 If the SSA is terminated by one or more of Member Districts, disposition of assets purchased with the Grant funds shall be done in accordance with TEA guidelines.
- 10.4 Any funds carried over will be used as allowed by the Texas Education Agency. The Fiscal Agent will negotiate any changes to the budget, timeline or activities with the Texas Education Agency.

11. The Agreement

- 11.1 The term of this Agreement is two years from the Effective Date of the Agreement and will cover the 2022-2023 and 2023-2024 school years.
- 11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Program.
- 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. Venue for any legal disputes shall lie in Ector County, Texas.

11.5 If any provision of this Agreement is found to violate 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.

Executed this _____ day of _____, 20__

_____ INDEPENDENT SCHOOL DISTRICT

BY: _____ DATE: _____

BOARD PRESIDENT

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Certificate of Shared Service Arrangement with _____ISD

The undersigned, as the Secretary of the above-named school district does hereby certify that the attached SHARED SERVICES ARRANGEMENT AGREEMENT (“Agreement”) for INNOVATIVE SERVICES FOR STUDENTS WITH AUTISM GRANT AWARD PROGRAM was duly signed and executed by the President of the Board of Trustees of the above-named district at a meeting or after a meeting that was lawfully called and held wherein the Board of Trustees of the above-named district approved the Agreement.

Witness my signature this _____ day of _____, 20__.

Secretary’s Signature_____

_____Independent School District’s standing as a Member District of the Shared Services Arrangement for Innovative Services for Students with Autism Grant Program was duly considered at a lawfully called and held Board meeting and is hereby granted.

ECISD (Fiscal Agent) Board President

Date