

The Fiscal Agent shall request Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The Fiscal Agent must notify the Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before October 1st preceding the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency to effectuate the withdrawal.

4.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member District as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a Member District, if so elected by the Management Board to serve as the new Fiscal Agent, is not required to serve as Fiscal Agent. A member district shall not serve as Fiscal Agent absent specific approval by the Member District's Board of Trustees or other governing body if not an ISD.

4.8 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Greenville RDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that all Member Districts will contribute toward the financial deficit and agrees that an increase in the local fee for all Member Districts may result.

## **5. Member Districts' General Obligations**

5.1 Member Districts agree that any funds assessed under Greenville RDSPD policies or other legal requirements will be remitted within 60 calendar days of receiving a statement. Each Member District acknowledges that federal funds received from the state earmarked for deaf education flow directly from TEA to the Fiscal Agent.

5.2 Each Member District will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. This includes any transportation costs incurred as a result of a District's initiated placement in the Texas School for the Deaf.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Greenville RDSPD