

THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT  
FOR THE  
SUPERNET II CONSORTIUM

*EFFECTIVE SEPTEMBER 1, 2012*

**Parties:**

**Beckville ISD**  
P. O. Box 37  
Beckville, TX 75631

**Brownsboro ISD**  
P. O. Box 465  
Brownsboro, TX 75756

**Gilmer ISD**  
500 S. Trinity  
Gilmer, TX 75644

**Hughes Springs ISD**  
871 Taylor  
Hughes Springs, TX 75656

**Marshall ISD**  
1305 E. Pinecrest Drive  
Marshall, TX 75670

**Mineola ISD**  
1000 West Loop 564  
Mineola, TX 75775

**Quitman ISD**  
1101 E. Goode Street  
Quitman, TX 75783

**Rusk ISD**  
230 E. Seventh Street  
Rusk, TX 75785

**Troup ISD**  
P. O. Box 578  
Troup, TX 75789

**Waskom ISD**  
P. O. Box 748  
Waskom, TX 75692

**Introduction and Factual Recitations:** Before entering into this Agreement, the Parties find the following facts to be true:

- Each party is an independent school district or a collaborative consortium of independent school districts organized and operating under the laws of the State of Texas.
- As a part of its governmental functions, each party is authorized to provide on its own right the governmental services contemplated by this Agreement.
- The parties have determined that a cooperative effort is an efficient and cost-effective means to provide the governmental services contemplated by this Agreement and serves an important public purpose.
- The Parties previously entered into an Interlocal Cooperation Agreement, and this is the Third Amendment of that Agreement.

Thus, as authorized by the Texas Interlocal Cooperation Act [Section 791.001 and following of the Texas Government Code], the Parties agree to cooperatively operate a technology consortium on the following terms and conditions:

**Article 1: Name, Headquarters, and Ownership.**

- 1.1 The name of the cooperative technology consortium shall be: SuperNet II.
- 1.2 The address of SuperNet II's administrative office is: 11937 US Hwy 271, Tyler, Texas 75708.
- 1.3 SuperNet II's technology infrastructure hub and other assets are housed at the University of Texas Health Science Center at Tyler.

**Article 2: Purpose.** The purpose of SuperNet II is to provide and maintain a technology infrastructure for the benefit of cooperative members to the extent that available federal, state, and local resources permit. The consortium shares technology resources, applies for educational grants, coordinates the use of grant proceeds, and promotes technology-related professional development for cooperative members. The intent of the parties is to fund SuperNet II activities to the fullest extent possible with educational grant monies, to take full advantage of cost efficiencies that arise from combined and collaborative efforts, and to partner with other governmental agencies when mutually beneficial.

**Article 3: Management Board**

3.1 **Composition and Term of Office.** The governing board ("the management board") shall be composed of the Superintendents of each member entity who shall serve on the board during the terms of their employment with their respective member districts. If a single membership is comprised of more than one school district, the districts who comprise the membership each year shall select one of their Superintendents to serve on the management board.

3.2 **Powers and duties.** In addition to responsibilities expressed elsewhere in this Agreement, the management board shall:

- a. Elect or appoint officers as provided in Section 3.3 of this Agreement;
- b. Recommend to the general fiscal agent the employment of an Executive Coordinator and other personnel or professional services required in the administration and operation of SuperNet II;
- c. Acquire, hold, and sell property for SuperNet II;
- d. Defend any member of the board or SuperNet II representative who is sued as a consequence of actions taken in the course of service to or employment by SuperNet II the expenses for which shall be borne by the cooperative members in equal shares;
- e. Appoint a qualified member school district as general fiscal agent or special fiscal agent and designate depositories for SuperNet II funds;

- f. Authorize the preparation of an annual budget and adopt and amend the budget; authorize the preparation of periodic reports of receipts and disbursement; and authorize applications for funds and any necessary amendments; and
- g. With the input of the advisory committee:
  - 1) Develop, implement, and operate a technology infrastructure to serve the needs of cooperative members;
  - 2) Determine the disbursement of grant funds and other SuperNet II assets among cooperative members;
  - 3) Apply for grant monies and receive bequests, donations, or other monies or property coming legally into the hands of SuperNet II;
  - 4) Allocate funds based on SuperNet II needs.

### 3.3 **Officers**

- a. **Appointment of Officers.** Members of the management board shall elect a chairman each year. From time to time, the board may elect or appoint such other officers and agents, as it deems advisable. Such officers and agents, when appointed, shall exercise only those powers and duties determined by the board and specified in a written resolution duly adopted by the board.
- b. **Compensation.** No officer shall receive compensation. Officers and other agents of the board are entitled to reimbursement for any necessary and proper expense incurred in performance of the officer or agent's duties to the board or SuperNet II. The management board shall determine the appropriate reimbursement and may adopt policies regarding reimbursement of routine expenses.

### 3.4 **Conducting Board Business**

- a. **Meetings.** The management board shall meet at such dates, times, and places necessary to conduct the Cooperative's affairs. Meetings may be called by the chairman or at the written request of at least a quorum of management board members. Members may participate in meetings face to face or remotely and vote by videoconference, teleconference, or by other electronic means.
- b. **Quorum.** A majority of management board members shall constitute a quorum for the purpose of conducting the board's business. Each member entity is entitled to one vote. A superintendent may designate a proxy from his or her member entity to attend and vote at a management board meeting. The designee must not be a member of the advisory board.
- c. **Open Meetings.** To the extent required by law, the management board shall comply with all applicable open meetings statutes and regulations
- d. **Procedure.** If a quorum is present, any matter brought before the management board shall be decided on a majority vote, unless a different percentage is required by law or by this Agreement. The most recent edition of Robert's Rules of Order shall control the conduct of the meeting unless any applicable law or this Agreement requires otherwise.

#### **Article 4: Advisory Board.**

4.1 **Composition and Purpose.** The cooperative shall have an advisory board (“the advisory board”). (Each member entity will appoint a representative to serve on the advisory board. It is recommended the district appoint a technology representative and/or a curriculum representative.

4.2 **Powers and duties.** In addition to any responsibilities expressed elsewhere in this Agreement, the advisory board shall:

- a. Consult with and advise the Executive Coordinator regarding the day to day operations of SuperNet II,
- b. Elect or appoint officers as set forth in article 4.3 of this Agreement; and
- c. Evaluate and formulate recommendations to the management board regarding:
  - 1) The technical and curricular needs and resources of the SuperNet II;
  - 2) The development, implementation, and operation of the technology infrastructure that serves cooperative members;
  - 3) The disbursement of grant funds and other SuperNet II assets among cooperative members;
  - 4) The applications for grant monies and receipt of bequests, donations, or other monies or property coming legally into the hands of SuperNet II.
  - 5) The allocation of funds based on SuperNet II needs.

#### 4.3 **Officers**

- a. **Selection and Term of Office.** The advisory board shall have three officers: chairman, vice-chairman, and secretary which shall be elected annually by the board.
- b. **Chairman.** The chairman of the advisory board shall perform the following duties:
  - 1) In coordination with the SuperNet II Executive Coordinator, establish and issue a schedule of board meetings for the year and set the agenda for the meetings.
  - 2) Chair the meetings of the advisory board.
  - 3) Represent the SuperNet II, or designate a representative, for external forums where representation is deemed advisable or necessary for the interests of the SuperNet II.
  - 4) Call special meetings of the advisory board as provided in Section 4.4 of the Agreement.
  - 5) Perform other duties assigned by the advisory or management board.
- c. **Vice-Chairman.** The vice-chairman of the advisory board shall perform the following duties:
  - 1) Perform the duties of the advisory board chairman if the chairman is absent or unavailable.
  - 2) Perform other duties as the management board, advisory board, or advisory board chairman may designate.
- d. **Secretary.** The Secretary of the advisory board shall prepare minutes from each

Board meeting, maintain advisory board records, and perform such other duties as the management board, advisory board, or advisory board chairman may designate. Electronically distribute minutes upon advisory board approval.

- e. Appointment of Other Officers. The advisory board may appoint other officers and agents as it deems advisable. Such officers and agents, when appointed, shall exercise only those powers and duties determined by the advisory board and specified in a written resolution duly adopted by the advisory board.
- f. Vacancies. In the event of the resignation, removal, disability, or death of any advisory board officer, the vacancy thus created shall be filled by the advisory board for the unexpired term, consistent with the terms of this article related to the election of officers.
- g. Compensation. No officer shall receive compensation. Officers and other agents of the advisory board are entitled to reimbursement for any necessary and proper expense incurred in performance of the officer's and agent's duties to the advisory board or SuperNet II. The management board shall determine the appropriate reimbursement and may adopt policies regarding reimbursements of routine expenses.

#### 4.4 Conducting Advisory Board Business

- a. Meetings. The advisory board shall hold meetings (as determined by the annual calendar) Ref. 4.3b1. The advisory board may hold other meetings at the dates, times, and places designated by the chairman. Special meetings of the advisory board may be called by the chairman or at the written request of at least a quorum of advisory board members. Advisory board members may participate in meetings face to face or remotely and vote at any duly called meeting by teleconference, videoconference, or by other electronic means.
- b. Quorum. A majority of advisory board members shall constitute a quorum for the purpose of conducting the advisory board's business. Each member entity shall be entitled to one vote. Proxies are not authorized.
- c. Procedure. If a quorum is present, any matter brought before the advisory board shall be decided on a majority vote, unless a different percentage is required by law or by this Agreement. The most recent edition of Robert's Rules of Order shall control the conduct of the meeting unless any applicable law or this Agreement requires otherwise.

### Article 5: **Personnel and Property.**

5.1 Management Board and Member District Authority. The management board shall have the authority to contract for the services of an Executive Director for SuperNet II. With the prior recommendation and approval of the management board, the general fiscal agent may hire, employ, discharge, or non-renew additional SuperNet II personnel.

5.2 SuperNet II Executive Director The Executive Coordinator of SuperNet II will be retained by the management board. The Executive Coordinator's compensation shall be fixed at such intervals and under such terms as the management board may determine. The initial Executive Director shall be retained by way of a separate Interlocal



Agreement with the University of Texas Health Science Center at Tyler and shared services agreement with SUPERNet whereby SuperNet II and SUPERNet will pay 90 percent of the Coordinator's compensation and all related expenses.

5.3 ***Duties of the Executive Director.*** The Executive Director shall carry out the day-to-day management and operation of the SuperNet II consortium. The Executive Director shall prepare grant applications and shall assist cooperative members in the implementation and use of grant proceeds. The Executive Director shall also perform any duties assigned by the management board.

5.4 ***SuperNet II Property.*** All property obtained by SuperNet II shall remain its property and be valued among its assets upon dissolution. Assets physically attached to a member district's building will remain with the member district upon termination. Portable assets, training materials, and supplies will be returned to the general fiscal agents for disposition. With management board approval, member districts may loan or lease property to the SuperNet II. Loaned or leased property shall be identified as such and shall revert to the owner upon dissolution.

#### **Article 6: Fiscal Agents.**

6.1 ***Designations, Compensation, and Initial Appointment.*** The general fiscal agent of the SuperNet II shall be a member school district that is accredited and operates a K-12 system. To compensate for overhead and administrative expenses incurred by the fiscal agent in connection with SuperNet II affairs, each Cooperative Member shall pay the fiscal agent a monthly fee as determined by the Management Board during the term of this Agreement unless otherwise approved by the Board. Mineola ISD is appointed the general fiscal agent until further action of the Board. From time to time, the management board may designate other cooperative members as fiscal agents for specific purposes, such as the administration of a particular grant.

6.2 ***Duties and Responsibilities of General Fiscal Agent.*** The general fiscal agent shall have and perform the following duties and responsibilities:

- a. Contract with other entities or individuals for the provision of an Executive Coordinator for the SuperNet II program.
- b. Apply for and receive, safeguard, disburse, and account for all SuperNet II funds as the management board may provide and in accordance with applicable federal and state requirements.
- c. Prepare and submit any and all applications, reports, and accounting for the SuperNet II as required by federal and state authorities.
- d. If necessary, maintain SuperNet II personnel records; administer and account for the SuperNet II payroll, federal withholding, state retirement contributions, worker's compensation, and unemployment insurance; administer and account for all sick, vacation, and personal leave, and group insurance; and administer all other personnel administrative and accounting functions for the SuperNet II.

Member districts shall provide the fiscal agent with any information necessary to perform these tasks.

- e. Purchase, inventory, safeguard, maintain, distribute, account for, insure, and dispose of all SuperNet II property according to the management board's directives.
- f. Any other duty specified elsewhere in this Agreement or by written directive of the management board.

**6.3 *Duties of Specific Purpose Fiscal Agents.*** Specific-purpose fiscal agents shall be appointed as decided by the management board. A specific-purpose fiscal agent shall perform such tasks as assigned by the management board and appropriate to the purpose for which the agent was appointed. The fiscal agent shall safeguard all SuperNet II assets within its possession and account to the management board for the expenditure of all SuperNet II funds or property. Any fiscal agent that handles grant monies shall do so in a manner consistent with the grant regulations and federal and state law.

**6.4 *Change of Fiscal Agent.*** The management board may change general or specific-purpose fiscal agents at the end of any fiscal year. The incumbent fiscal agent shall cooperate in the transition and shall take any action necessary to transfer all SuperNet II funds, accounts, records, and property to the new fiscal agent by the date specified by the management board. Upon the effective date specified by the management board, the new fiscal agent shall assume all duties and responsibilities of fiscal agent. The new fiscal agent shall serve until the management board appoints a successor.

## **Article 7: Membership and Member Responsibilities.**

**7.1 *Cooperative Members.*** Each school district or consortium of districts that is a party to the Agreement shall be a cooperative member of SuperNet II. For the purposes of any notification required under this Agreement, the official address for each member is set out above. If its official address changes, each member agrees to provide the general fiscal agent, the SuperNet II Executive Coordinator, and each member district with the updated information.

**7.2 *Member Responsibilities.*** In addition to any specific responsibility set out elsewhere in this Agreement and any responsibility reasonably necessary to carry out the terms of this Agreement, each cooperative member agrees to:

- a. Authorize its superintendent to serve on the management board and designate a technology representative and or curriculum representative to serve on the advisory board;
- b. Pay the general fiscal agent a monthly administrative fee, unless alternate arrangements are approved by the management board;
- c. Expend grant monies received in compliance with applicable grant guidelines, state, and federal laws and regulations.
- d. Maintain accurate records for business related to the SuperNet II consortium.
- e. Bear the member's proportionate share of the recurring and regular expenses of SuperNet II and the member's proportionate share of any unforeseen,

uncontrollable costs associated with SuperNet II, including legal fees due to complaints, grievances, or litigation all which shall be payable upon receipt of an itemized statement for same from the general fiscal agent;

- f. Bear sole responsibility for the member's own management and use of project funds and grant proceeds according to grant guidelines and state and federal law (A member district that follows applicable TEA guidelines shall not be responsible or accountable for another member's failure to do so); and
- g. In its sole discretion and at its sole expense, furnish its board representatives with professional liability insurance. (This section does not require a member district to purchase additional insurance coverage. Each member district is encouraged to verify whether its existing coverage is sufficient to cover its representatives when they are participating in SuperNet II management or advisory board activities.)

### **7.3 Adding New Members.**

- a. Non-member districts expressing an interest in membership shall be given a copy of the current Interlocal agreement. In addition, a new member assessment will be established by the management board and provided to the non-member districts. The new member assessment may be comprised of a proportionate share of any existing debt, encumbrance, original set up costs, or other fiscal obligation incurred in creating or equipping SuperNet II.
- b. Non-member school districts may request membership in SuperNet II through a resolution adopted by the district's board of trustees. A copy of the request shall be provided to each member entity.
- c. The management board shall vote on the resolution to add a new member. The management board shall immediately provide written notice of the outcome to the board of trustees of each member entity.
- d. Upon payment of the new member assessment and the adoption of the Interlocal Agreement by its board of trustees, the new member will be eligible to participate in SuperNet II at a date specified by the management board.
- e. New member districts do not share in the existing fund balance. New members only share in funds accumulated after the district joined the consortium.

**7.4 Member Withdrawal.** A cooperative member may withdraw from the SuperNet II by giving notice of withdrawal to the management board and each member district no later than 365 days before the end of the fiscal year. The following procedure shall apply:

- a. A withdrawal is effective at the end of the fiscal year in which timely notice is given. The withdrawal shall be deemed approved by the management board unless, within 30 days after receipt of the withdrawal notice, the remaining member districts elect to dissolve the SuperNet II as provided in Article 7 of this Agreement and serve written notice of their intent on the withdrawing member. In that event, the notice of withdrawal will have no force or effect.
- b. If the remaining member districts do not elect to dissolve the SuperNet II, its books shall be closed at the end of the fiscal year in the customary manner. The withdrawing district shall return all items of SuperNet II property in its possession or control to the fiscal agent by the end of the fiscal year. All equipment



physically attached to the withdrawing member's buildings will remain with the member. All portable equipment, training materials, and supplies shall be returned to the fiscal agent for redistribution among remaining members.

**7.5 Revocation of Membership.** The management board may, by a two-thirds vote of its membership, revoke the membership of a member district for non-compliance with the policies and procedures of the SuperNet II. If the remaining member districts do not elect to dissolve the SuperNet II, the district whose membership is revoked shall immediately return all items of SuperNet II property in its possession or control to the general fiscal agent. If the withdrawing member has outstanding fiscal obligations to the cooperative, the general fiscal agent shall give the withdrawing district written notice of the amount, which shall be due and payable to the general fiscal agent before the 30<sup>th</sup> day after the notice. No funds will be reimbursed to a district leaving the consortium.

## **Article 8: Dissolution and Liquidation.**

**8.1 Management Board Recommendation.** Upon its receipt of notice of any member district's withdrawal for the SuperNet II, or upon its own motion, the management board may adopt a resolution that recommends the dissolution of the SuperNet II and directs that the question of dissolution will be submitted to a vote at a special or regular meeting to be held at least 30 days thereafter. The management board shall immediately provide written notice of that meeting, together with a copy of its resolution recommending dissolution, to the board of trustees for each cooperative member.

**8.2 Action by Cooperative Members.** Upon receiving notice from the management board, the board of trustees for each member district shall meet and by resolution instruct its management board representative how to vote on the issue of dissolution.

**8.3 Action by the Management Board.** At the meeting called for this purpose, the management board shall vote on its resolution to dissolve. The resolution shall be adopted if it receives a two-thirds vote of the entire membership of the management board. The management board shall immediately provide written notice of the outcome of the vote on the dissolution resolution to the board of trustees for each member.

**8.4 Liquidation.** Upon the management board's approval of dissolution:

- a. **Cessation of Business.** The SuperNet II shall cease to carry on its business, except as necessary to wind up its affairs.
- b. **Notice of Liquidation.** The management board shall send written notice of its intent to dissolve the SuperNet II to all known creditors of and claimants against the SuperNet II.
- c. **Collection and Distribution of Assests.** As directed by the management board, the general fiscal agent shall:
  - i. Collect SuperNet II's assets;
  - ii. Sell or dispose of any property not to be distributed in kind to member Districts;

- iii. To the extent possible without selling in-kind distributive property, pay, satisfy, discharge, or otherwise make provision for the satisfaction of SuperNet II's outstanding debts;
- iv. If necessary, sell or dispose of in-kind distributive property to satisfy SuperNet II's debt;
- v. Distribute copies of all fiscal records to the appropriate member districts;
- vi. After paying all debts and obligations, distribute in-kind property to member districts;
- vii. Fulfill any other act necessary under the law to finally and fully conclude and liquidate the business and property of SuperNet II; and
- viii. Make a final distribution of remaining assets among member districts in the percentage of their ownership. Fund balance as of September 1, 2007, is owned equally between the following member school districts: Beckville ISD, Marshall ISD, Mineola ISD, Quitman ISD, Rusk ISD, Troup ISD, and Waskom ISD subject to continued membership at the time of dissolution and liquidation. Members that join after September 1, 2007, will be assessed a reduced initial membership fee and thus will share in a portion of the fund balance generated after this date proportionately based on the effective date of membership as determined by the Management Board.

8.5 **Termination.** When the liquidation is complete, the general fiscal agent shall so report in writing to the management board, which shall then enter a resolution declaring that the SuperNet II is finally dissolved and its operation terminated.

#### **Article 9. Miscellaneous.**

9.1 **Intent to Comply with Applicable Law.** The Parties intend to comply with all applicable state and federal statutes and regulations, including any rules of the Texas Education Agency and State Board of Education. If any provision of this Agreement conflicts with a statute or regulation, the law controls and this Agreement must be interpreted so as to eliminate the conflict.

9.2 **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision; and this Agreement must be construed as if the offensive provision was never a part of the Agreement.

9.3 **Texas Law Applies.** This Agreement shall be construed under Texas law.

9.4 **Headings.** The headings used in this Agreement are used for convenience and organization. They are not substantive and shall not be interpreted as such.

9.5 **Initial Term and Subsequent Annual Renewal.** The initial term of this Agreement is one year from September 1, 2012 through August 31, 2013. Each year thereafter, this

Agreement shall be automatically renewed for successive one year terms unless terminated as provided above.

9.6 ***Payment Provisions.*** Through the maintenance and operation of the SuperNet II, the member districts are providing and paying for the performance of certain governmental functions or services, and the payment for those services shall be made from the district's current revenues.

9.7 ***Execution in Multiple Originals.*** This Agreement is being executed by the Cooperative Members as separate agreements and at separate times, each of which shall be considered separately and collectively as an original complete copy of the Agreement, as if each Party had executed the same copy.

EFFECTIVE the 1st<sup>th</sup> day of September, 2012

**Beckville Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Marshall Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Mineola Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Quitman Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Rusk Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Troup Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Waskom Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Brownsboro Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Gilmer Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Hughes Springs Independent School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_