

**WISE COUNTY
SHARED SERVICES ARRANGEMENT ("SSA")
SHARED SERVICES ARRANGEMENT AGREEMENT**

ALVORD INDEPENDENT SCHOOL DISTRICT, BOYD INDEPENDENT SCHOOL DISTRICT, BRIDGEPORT INDEPENDENT SCHOOL DISTRICT, CHICO INDEPENDENT SCHOOL DISTRICT, PARADISE INDEPENDENT SCHOOL DISTRICT AND SLIDELL INDEPENDENT SCHOOL DISTRICT, ("member districts"), hereby agree to cooperatively operate their special education programs under the authority of Education Code 29.007 and Texas Government Code Section 791.001 et seq., as the WISE COUNTY SHARED SERVICES ARRANGEMENT ("the Shared Services Arrangement" or "SSA"). Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with disabilities.

1.2 The Member Districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The WISE COUNTY SSA's administrative offices will be located in Bridgeport, Texas.

1.4 The special education 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 Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the *Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG)* and the SSA operating guidelines, if any.

1.5 Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.4.

1.7 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with TEA's Division of IDEA Coordination.

1.8 Each member district retains financial responsibility for students who are enrolled in the Regional Day School Program for the Deaf (RDSPD), unless otherwise provided herein, and the SSA will make payments on behalf of the member districts receiving services from the RDSPD consistent with the SSA budget. It is agreed and understood that each member district retains responsibility for transportation to and from the RDSPD sites.

2. Management

2.1 The SSA will be governed by a Management Board (the "SSA Board") composed of the superintendents or their designee of the Member Districts as the representatives of the boards of trustees of the Member Districts. Each superintendent or superintendent's designee shall attend the regularly scheduled SSA Board meetings. Superintendents shall keep their respective Member District Boards advised of SSA Board actions.

2.2 The superintendent of the Fiscal Agent, as designated in 4.1, will serve as chairperson of the SSA Board. The SSA Director will serve as the secretary for the SSA Board and may preside over the meeting. The secretary or designee will record, prepare and maintain minutes of each SSA Board meeting. It is agreed and understood that in the event the Chairperson is unable to participate in Management Board meeting, then that chairperson's designee may serve in the role of chairperson for that meeting.

2.3 Except as provided otherwise herein, actions shall require the approval of a majority of a quorum of the SSA Board.

2.4 The SSA Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. Revisions to the schedule of the meetings are at the discretion of the Director.

2.5 The Director on behalf of the SSA may purchase goods and services necessary to administer and operate the SSA.

2.6 The SSA Board may adopt guidelines for the SSA's operation.

2.7 The SSA Board may by a majority vote of its membership, recommend revocation of the membership of a Member District for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the SSA, or for non-compliance with the terms and conditions of any written agreement between the SSA and the Member District in question. Disposition of property shall be governed by Section 5.5. All TEA

timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. It is further agreed and understood that a Member District's membership in the SSA may be revoked in the event the Member District remains under TEA conservatorship or any other TEA oversight for a period exceeding 12 months. The SSA Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts' Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all Member Districts with the exception of the Member District being recommended for revocation.

3. Personnel

3.1 The chief administrator of the SSA will be the Special Education Director ("Director" or "SSA Director"), who will be recommended for employment to the board of trustees of the Fiscal Agent District by the SSA Board. The Director shall serve under a contract with the Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District including any policies specific to SSA personnel. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with SSA operating guidelines are within the authority of the Director. Other SSA Director responsibilities include: (a) recommendation of operating guidelines for the SSA; (b) recruitment, interviewing and recommendation of employment of SSA personnel to the Fiscal Agent Board, as needed to ensure that the SSA is staffed with qualified personnel; (c) purchasing of materials, approval of bills, overseeing disbursements and keeping records of all transactions and (d) supervising, evaluating and recommending employment status of other SSA personnel; (e) other duties as assigned; (f) authority to make staff assignments in multi-district classes and other staff assignments; and (g) the Director shall propose to the management board the location of the programs. SSA Board policy will determine the extent of the administrative authority and contractual power of the Director.

3.2 The Director shall serve as the Fiscal Agent's deputy officer for SSA related public records for purposes of the Texas Public Information Act and the Local Government Records Act. Each Member District retains responsibility for records requested pursuant to the Texas Public Information Act, Family Educational Rights and Privacy Act (FERPA) or Individuals with Disabilities Education Act (IDEA) that are submitted directly to that Member District. Member Districts are responsible for determining guardianship and providing to the SSA any necessary court orders outlining parent custody issues.

3.3 SSA personnel, which may include the Director, Assistant Director, diagnosticians, speech therapists, Vocational Adjustment Counselor ("VAC"), teachers at centrally located classrooms, instructional aides at centrally located classrooms, behavior

specialists, Transition VAC, Speech Pathologists, Speech Pathologist Assistant, LSSP, deaf education teacher, coordinator and SSA office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any policies of the Fiscal Agent specific to the SSA including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits specific to SSA personnel. All personnel of the Member Districts delivering special education services are subject to SSA operating guidelines. The Fiscal Agent may consider recommendations from the SSA Board when employing SSA personnel, but retains final hiring and termination authority regarding employment of SSA personnel.

3.4 Personnel who provide special education services but who are employed by a Member District shall cooperate with the SSA operating guidelines.

3.5 The Fiscal Agent salary schedule shall apply to all SSA personnel. The Fiscal Agent may elect to award stipends as determined by the Fiscal Agent. The Fiscal Agent may establish a separate salary schedule designated for the Director in 3.1.

3.6 Except as otherwise provided herein, any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the District with whom the employee has a contract or employment relationship.

3.8 SSA personnel shall be evaluated pursuant to the evaluation procedures as determined by the Director or designee. However, each Member District shall have the right to provide appropriate input into the evaluation process concerning SSA personnel performance of duties related to each Member District.

3.9 SSA personnel who have a complaint related to working conditions at a particular campus must first file a complaint with the SSA Director. The Director will review the complaint and the relief requested to determine whether the complaint should proceed through the policy and complaint channels of the Fiscal Agent. All complaints that pertain to SSA personnel employment status or evaluation must be brought through the operating guidelines and complaint channels of the Fiscal Agent. Grievances filed by SSA personnel and SSA office personnel shall be conducted pursuant to the fiscal agent's policy. However, the Administrators assigned to hear the grievances are as follows:

- Level I – Director of the SSA
- Level II – Follow the DGBA Policy of the Fiscal Agent
- Level III – Follow the DGBA Policy of the Fiscal Agent

This section does not apply to termination or proposed non-renewals of SSA personnel. For proposed non-renewals and termination of SSA personnel, the Fiscal Agent Board policy shall apply.

3.10 SSA personnel will be assigned by the Director according to the number and needs of eligible special education students served by the SSA.

4. Fiscal Agent

4.1 BRIDGEPORT INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the SSA. BRIDGEPORT INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas School District and that it offers grades Pre-kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the SSA Board. The Fiscal Agent shall provide accounting services, reports, SSA records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by SSA operating guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the Fiscal Agent).

4.3 The Fiscal Agent will account for salaries and expenses of SSA as listed in Section 3.1 and Section 3.3 for personnel and SSA office staff. Except as otherwise provided herein, the Fiscal Agent will account for SSA operating expenses; IDEA, Part B funds; and local/state funds. The Fiscal Agent will maintain personnel records and payroll systems for SSA personnel set forth herein and SSA office staff.

4.4 The Fiscal Agent will prepare and submit, on behalf of the SSA, any reports or applications required by federal or state law or SSA operating guidelines.

4.5 The Director, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers, including, but not limited to, special education and related services for students with disabilities in accordance with law and SSA operating guidelines. The Director may also enter into contracts on behalf of the Fiscal Agent necessary for the operation of the SSA. The Fiscal Agent shall request compliance with the Americans with Disabilities Act and Family Educational Rights and Privacy Act by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the SSA at least one full fiscal year preceding the end of 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 1st preceding the end of the last fiscal year it intends 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. The SSA Board may agree to waive the timelines pertaining to notification of the other Member Districts. It is agreed and understood that any TEA requirements and timelines shall apply.

4.7 Should the Fiscal Agent cease for any reason to serve, the SSA Board will by majority vote appoint another Member District as Fiscal Agent. However, a Member District may only serve as Fiscal Agent upon receipt of specific approval by the Member District's Board of Trustees.

4.8 The Fiscal Agent agrees to provide each Member District, upon request, with an accounting of the prior year's budget and the amount of state and local funds expended on behalf of that Member District.

4.9 The Fiscal Agent, as a Member District, is subject to SSA operational guidelines and procedures.

4.10 The Fiscal Agent will be responsible for reporting to internal and external entities, including fiscal reporting through the PEIMS 033 records.

4.11 The fiscal agent must annually submit the PEIMS record (033 Record) that reports expenditures by the fiscal agent that were made on behalf of the member LEAs.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges federal funds received from the State flow directly to the Fiscal Agent. Member Districts agree that any other funds assessed under SSA operating guidelines, beyond the quarterly payments, or other legal requirement will be remitted within sixty (60) calendar days from the date the invoice is received.

5.2 Except as otherwise provided herein, the SSA will reserve 25% of Member Districts' funds (IDEA Part B set aside funds) for potential residential placements of students. The required 25% set-aside of state and local funds will come from the fund balance. The Director will prepare an application to the Texas Education Agency for funds to support any necessary residential placement.

The Director will comply with the procedures of 19 T.A.C. § 89.61 when contracting for residential educational placements for a student served by a Member District.

Additionally, the Member District of residence of a residentially-placed student shall apply its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61.

The Member District wherein the residentially placed student resides shall be responsible for reimbursing the other Member Districts their respective 25% set aside fund share which TEA charged against each Member District for the residential placement costs.

Any calculations regarding each member district's contribution to the residential placement will be in accordance with applicable Texas Education Agency (TEA) guidelines.

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

5.4 Unless otherwise provided herein, title to and ownership of all personal property acquired, purchased, encumbered, or committed to by the SSA with SSA funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such SSA funds was from local, state, federal, or private sources, is the property of the SSA, and not that of individual Member Districts. All personal property individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the SSA for SSA educational services. Agreements pertaining to the title to, ownership or purchase of real property are not governed by the terms of the SSA Agreement. Any such agreements related to real estate are subject to the laws governing property in the state of Texas.

5.5 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least 30 days on or before the December 31st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that was purchased with SSA funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the SSA. The member school districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the SSA's operating fund as of the June 30th date set forth above, shall be calculated, and the withdrawing member shall receive a proportionate share, as calculated pursuant to the formula set forth in Section 6.2 herein, of such remaining balance, in full and complete payment for, and settlement of, any legal and equitable rights and interests, if any, such withdrawing member may have in the SSA's property or assets. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to non-renewals, legal costs, insurance or any

other expenses or obligations. Any Agreement pertaining to real property will supersede any provision contained herein.

5.6 Repayments to the Texas Education Agency due to a violation of federal rules governing the use of funds in accordance with grant provisions, including Maintenance of Effort ("MOE") shall be the responsibility of the Member District that violated the federal requirement. In the event the Fiscal Agent is required by TEA to submit reimbursement related to a federal grant application violation, the Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA. Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due.

5.7 If a School District requests to become a Member District of the SSA, such must be approved by a majority of the SSA Board for recommendation by the entire SSA Board and subsequently approved by each Member Districts' Boards of Trustees. It is agreed and understood that any District seeking to join the SSA may be assessed a fee to be determined by the SSA Board prior to obtaining membership. It is further agreed that the SSA Board may impose additional requirements or limitations of membership on any District as a condition of membership and may further require that the District seeking membership enter into a separate Agreement for the purposes of outlining the terms and conditions affecting their membership in the SSA. A District seeking to join the SSA must submit a written request to be considered to the SSA Board on or before November 1st of the school year preceding the fiscal year in which the District seeks to join unless the SSA Board determines otherwise. It is agreed and understood that in order for a District to join, it must comply with all TEA timelines and must notify TEA on or before February 1st of the school year preceding the beginning of the next school year that it intends to become a member, unless the Texas Education has waived the TEA timelines in writing and has submitted to the Fiscal Agent a written TEA waiver of compliance with TEA timelines for reconfiguration. It is agreed and understood that any District seeking to become a Member District, remains solely responsible for any state compliance issues, federal compliance issues, legal disputes, lawsuits arising under any state or federal law, or administrative hearings which arose, were initiated, or existed prior to the effective date of the reconfiguration. Once approved as a Member District, any legal issues related to the new Member District, the basis of which occurs subsequent to the effective date of reconfiguration, will be addressed pursuant to § 10 herein.

5.8 Member Districts agree to ensure that personnel providing special education instruction maintain proper certification consistent with state and federal law.

5.9 Each Member District will provide adequate facilities for the operation of a comprehensive special education program in the same manner that facilities are provided for other educational programs in the Member District.

5.10 Each Member District will cooperate in implementing the policies and procedures established and approved by the SSA Board. Each Member District will operate a special education program in compliance with state and federal law and regulations.

5.11 Each Member District agrees that personnel are subject to the directives from the SSA Director and legal counsel involving federal or state legal disputes, including but not limited to special education due process hearings, IDEA claims filed in a court of competent jurisdiction, TEA complaints and OCR complaints. Should a legal dispute arise related to IDEA compliance, each Member District agrees that personnel are subject to the directives from the SSA director and legal counsel involving federal or state legal disputes as set forth above.

6. Fiscal Practices

6.1 The SSA will operate on a budget prepared, annually, by the Director and approved by the SSA Board and Member District Boards of Trustees as part of the respective Member Districts' overall budget approval process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations.

6.2 Administrative and uncontrollable costs shall be allocated based upon the following formula:

All calculations shall be used to ascribe to each District the Amounts to which the Member Districts owes. Numbers for these calculations shall come from the Final Payment FTE column of the Special Education FTE Detailed Report provided by TEA, under the Summary of finances. All calculations are made based on the final information from 2 years prior. The SSA shall sum the Total Weighted FTE and (1.1) (Mainstream ADA) for each member district. Each Member Districts combined Total Weighted FTE and (1.1) (Mainstream ADA) shall be divided into the Total Weighted FTE and (1.1)(Mainstream ADA) for all Member Districts Combined. As payment for services to the Fiscal Agent, their percentage of total funding shall be reduced by five. All other districts shall have their percentage increased by one.

Member district percentages are calculated as $\text{District [WFTE + (1.1 * Mainstream ADA)]} / \text{All District [WFTE + (1.1 * Mainstream ADA)]}$

The Fiscal Agent's payment percentage is adjusted to MDP-5. All other districts' payment percentage will be adjusted to MDP+1.

6.3 The SSA's accounts will be audited annually by the Fiscal Agent's independent auditor for the SSA Board at SSA expense.

6.4 SSA expenditures for related services, materials, special equipment and assistive technology devices will be provided for Member Districts from SSA funds according to the individual needs of eligible special education students as identified and approved by ARD Committees. If significant (\$10,000 or more) funds are needed for an individual student, the Special Education Director of the SSA must be notified prior to any ARD meeting and given an opportunity to be involved in the ARD Committee process.

6.5 Except as otherwise provided herein, SSA agrees to conduct or fund necessary educational and psychological evaluations (initial and re-evaluations) as determined necessary by the ARD committee or the SSA director. Independent Education Evaluations will be funded by the SSA.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent will provide timely notice to TEA of the intent to dissolve. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, prorated in the same manner as administrative costs as provided by Section 6.2, based upon the most recent snapshot data at the time of the dissolution. TEA timelines and requirements apply to the reconfiguration. The Fiscal Agent shall submit a notice of intent to dissolve to TEA by February 1st preceding the end of the fiscal year that the SSA intends to be its final year as a SSA.

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

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, 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.

8.2 Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school District liability for motor vehicle accidents.

9. Transportation

9.1 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.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a FAPE.

10.2 Except as otherwise provided herein, the SSA will conduct necessary educational and psychological evaluations of students, for whom parents have consented to a full and individual initial evaluation or re-evaluation. The SSA will fund IEE's consistent with SSA IEE criteria. Should it be necessary to request a due process hearing to override the lack of parental consent, such shall be the responsibility of the Member District wherein the student resides.

10.3 Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal fees incurred due to Texas Education Agency (TEA) complaints, Office of Civil Rights (OCR) complaints and grievances directly involving that student. It is further agreed that the Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

10.4 Except as otherwise provided herein, if the SSA is a named party in a lawsuit filed against the SSA in state or Federal Court, and such lawsuit is based on a State or Federal Law other than the IDEA, then each Member District will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein.

10.5 If the SSA or its Fiscal Agent is named as a party (in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (brought pursuant to the IDEA or Section 504) involving a special education student receiving services from a Member District, then such costs shall be allocated among the Member Districts based on the formula set forth in section 6.2. These costs are limited to reasonable and necessary legal fees incurred by the SSA or its Fiscal Agent which are required for the legal defense of the SSA or its Fiscal Agent, in their respective roles as the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.3 regarding litigation involving students that reside in the Fiscal Agent Member District.

10.6 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the District has a contract or with whom the District has an employment relationship.

10.7 Should the Fiscal Agent incur costs as a result of any complaints, grievances or lawsuits arising from the Fiscal Agent employee's discharge of duties set forth herein, then such costs shall be divided among the Member Districts based upon the formula set forth in Section 6.2.

10.8 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.9 The Member Districts of this Shared Services Arrangement 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.

10.10 Any Member District that independently elects to contract with a nonpublic school when appropriate services are available at the Member District or from the SSA, will be responsible for the entire cost of the placement.

10.11 In the event a special education due process hearing is requested on behalf of a student attending a Centrally Located Class("CLC"), or an IDEA claim is filed in State or Federal District court on behalf of a student attending a Cluster Site Class, as referenced herein, then the Member Districts will contribute a proportionate share, based upon the formula set forth in Section 6.2 herein, of the actual legal defense costs, including court costs and the District's attorney's fees, resulting from the litigation involving that student. It is agreed and understood that court-ordered awards for the student's (Petitioner or Plaintiff) attorney's fees will be funded by the Member Districts. It is further agreed that actual settlement costs of any dispute as set forth herein, such would be paid out of appropriate funds from the fund balance. Member Districts agree and acknowledge that the cost sharing contemplated in this provision is for an educational purpose and the furtherance of the SSA programs.

11. CENTRALLY LOCATED CLASSES ("CLC")

11.1 It is agreed that Centrally Located Classes (hereinafter, CLC's) may be designated to locations as determined by the Director. CLC's are subject to the approval of the Management Board and the Board of Trustees of the Member District in which such CLC is proposed to be located.

11.2 Students who attend the CLC are enrolled in the sending Member District. The sending Member District receives ADA and would be the LEA for purposes of litigation or complaints.

11.3 Teachers and para-professionals assigned to the CLC'S are SSA employees as set forth in Section 3.3.

11.4 The costs and expenses for the operation of the CLC's will be a part of the SSA budget and calculated as part of the administrative costs paid by each Member District. Reimbursement to Member Districts, which employ CLC para-professionals, may be reimbursed for salaries paid to such personnel if determined necessary by the Director.

11.5 It is further agreed that Member Districts and the Fiscal Agent will comply with any Admission, Review & Dismissal (ARD) Committee recommendations and student eligibility for placement determinations for CLC which are made consistent with the IDEA and the provision of FAPE.

11.6 It is agreed that each sending Member District is responsible for transportation of students to and from the CLC.

12. The Agreement

12.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this Agreement.

12.2 This Agreement will supersede all previous Agreements among the parties in relation to the operation of the SSA and responsibilities under any prior Cooperative Agreement.

12.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

12.4 This Agreement is governed by the laws of the State of Texas.

12.5 If any provision of this Agreement becomes or is held violative of 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.

12.6 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.

12.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

12.8 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.

12.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Any modifications agreed to by all Member District Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of that amendment.

Executed this _____ day of _____, 20__

MEMBER DISTRICTS

ALVORD INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL

BOYD INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL

BRIDGEPORT INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL

CHICO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL

PARADISE INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL

SLIDELL INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

DATE OF BOARD APPROVAL