

**GREENBELT SHARED SERVICES**  
**Intent To Enter Greenbelt SSA Contract**

This contract is entered into between Greenbelt Shared Services (“Greenbelt”) and Benjamin Independent School District (“Benjamin ISD”) P.O. Box 166, Benjamin, TX 79505 (jointly “the Parties”).

**WITNESSETH:**

WHEREAS, The Texas Education Code §29.007 allows for school district to enter into a written contract to jointly operate their special education programs as a shared services arrangement (“SSA”); and

WHEREAS, the contract must be approved by the Texas Commissioner of Education; and

WHEREAS, Greenbelt maintains a Texas Education Agency (“TEA”) approved SSA; and

WHEREAS, the deadline for notifying the TEA Division of Federal and State Education Policy of a change to an existing SSA to be effective the subsequent fiscal year is February 1, 2018; and

WHEREAS, Benjamin ISD seeks to join the Greenbelt SSA;

NOW, THEREFORE, in consideration of the payment of fees and contributions this contract establishes:

1. Benjamin ISD will remit a one-time admission fee of twelve-thousand dollars (\$12,000.00) on or before **January 15, 2018**;
2. Benjamin ISD is responsible for obtaining the written agreement of the other members of any previous SSA agreement(s), remit any required fees and resolving any matter required by the previous SSA to allow Benjamin ISD to be released from the prior SSA agreement before **January 25, 2018**;
3. Greenbelt is responsible for seeking the agreement of other members of Greenbelt SSA before **February 1, 2018**;
4. Provided all necessary documentation is obtained Greenbelt and Benjamin ISD will submit the SSA contract to the Texas Commissioner of Education for approval on or before February 1, 2018;
5. If the Parties are unable to obtain approval from the Texas Commissioner of Education Greenbelt will refund to Benjamin ISD the one-time admission fee of twelve-thousand dollars (\$12,000.00) within thirty (30) calendar days of receipt of TEA’s notice of disapproval and all terms of this contract are null and void;
6. Benjamin ISD will enter into the Greenbelt SSA which complies with the requirements of Texas Education Code §29.007;
7. Benjamin ISD agrees to all terms of the SSA, including payment of the contributions required by the SSA based upon the methodology and payment schedule approved by Greenbelt; and

8. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the SSA contemplated under this contract.

**This contract will become effective upon the execution of this agreement and Benjamin ISD remittance of the one-time admission fee of twelve-thousand dollars (\$12,000.00).**

In making this contract, the Parties warrant that no actual conflicts exist between the interest of Greenbelt and Benjamin ISD. The Parties understand that this contract does not guarantee that TEA or the Texas Commissioner of Education will approve Benjamin ISD's inclusion in the Greenbelt SSA.

The Parties affirm that they freely enter into this contract. This contract constitutes the entire agreement and the understanding between the Parties such that and any amendment thereto shall be in writing signed by both parties.

This contract shall be governed by the laws of the State of Texas.

EXECUTED in multiple originals this \_\_\_\_\_ date of December 2017.

BENJAMIN INDEPENDENT  
SCHOOL DISTRICT

GREENBELT SHARED SERVICES

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Olivia Del Hierro Gloria  
Superintendent

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Rusty Brawley  
Director