

CALDWELL COUNTY COOPERATIVE SPECIAL EDUCATION SHARED SERVICES ARRANGEMENT AGREEMENT

THE LOCKHART INDEPENDENT SCHOOL DISTRICT, LULING INDEPENDENT SCHOOL DISTRICT, AND, PRAIRIE LEA INDEPENDENT SCHOOL DISTRICT (“Member Districts”), hereby agree to cooperatively operate their special education programs under the authority of TEX.EDUC.CODE.ANN Section 29.007 and TEX.GOV.CODE.ANN Section 791.001 *et seq.*, (Vernon 1994), as the CALDWELL COUNTY COOPERATIVE SPECIAL EDUCATION SHARED SERVICES ARRANGEMENT (hereinafter “the Co-op” or “the SSA”). Member Districts covenant and 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 Co-op's administrative offices will be located in Lockhart, 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's Operating Guidelines, if any, approved by the Management Board.

1.5 Any SSA Operating Guidelines or policies 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.

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1.7 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with the Texas Education Agency's ("TEA") Division of IDEA Coordination Guidelines.

1.8 Each Member District retains financial responsibility for students who are enrolled in the Regional Day School Program for the Deaf (RDSPD). It is agreed and understood that each member District retains responsibility for transportation to and from the RDSPD sites or Texas School for the Deaf, if possible. The Director of the Co-op may attend RDSPD meetings on behalf of the Co-op.

1.9 It is agreed and understood that Child Find requirements are the sole responsibility of each Member District.

2. Management

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

2.2 The Chairperson will be the Fiscal Agent, Superintendent or Designees. The Special Education Director or designee will serve as Secretary of the SSA Management Board and will send notices, record, prepare and maintain minutes of each SSA Management Board meeting. The SSA Management Board may also designate a secretary, who may or may not be a member of the SSA Management Board.

2.3 Except as provided herein, actions shall require the approval of a majority of a quorum of the SSA Management Board. No proxies are permitted.

2.4 The SSA Management Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. The Director has discretion to call additional meetings.

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2.5 The Director, through the Fiscal Agent, on behalf of the Co-op, may purchase goods and services necessary to administer and operate the SSA.

2.6 The SSA Management Board may adopt operating guidelines and procedures for the Co-op's operation.

2.7 The SSA Management Board may by a majority vote of its membership, revoke the membership of a Member District for intentional non-compliance with the terms of the Agreement or for intentional non-compliance with the policies and procedures of the Co-op. The Member District subject to revocation is responsible for ensuring that all TEA requirements for effectuating a withdrawal from the Co-op are met, including providing the requisite notice of intent to withdraw. Upon delivery of such notice, the member's withdrawal from the Co-op shall be effective on the following June 30th, at the end of the Co-op's fiscal year. The Member District subject to revocation shall return to the Co-op any supplies, equipment, or fixtures in its possession that was purchased with Co-op funds, prior to or by the effective June 30th final day of the member's participation in the Co-op. The Member Districts further agree that any fund balance, including all roll-forward monies, remaining in the Co-op's operating fund as of the June 30th date set forth above, shall remain with the Co-op. It is agreed and understood that the Member District subject to revocation shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with their withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

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. 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 a majority of Member Districts with the exception of the Member District being recommended for revocation.

2.8 Any Member District which does not agree to the terms of this SSA Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining Member Districts, person, entity, or agency. Disposition of property shall be governed by Section 5.6. All TEA timelines and requirements shall apply

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to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

3. Personnel

3.1 The Chief Administrator of the Cooperative will be the Special Education Director of the Fiscal Agent ("Director" or "SSA Director"), who will be recommended for employment to the Fiscal Agent consistent with Board Policy DC (Local). The Director shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily operations are within the authority of the Director. SSA Operating Guidelines, if any, may limit or expand the administrative authority and contractual power of the Director beyond the provisions set forth herein. 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 Management Board, who then makes a recommendation 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, application for special funding; (d) supervising, evaluating and recommending employment status of other SSA personnel; (e) and other duties as assigned by the Fiscal Agent, taking into consideration the recommendations of the SSA Management Board.

3.2 The Director shall serve as the Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act and will send to each Member District any records requests submitted to the Co-op, and the corresponding records in the possession of the Co-op. Each Member District retains responsibility for records requests made 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 the Member District.

3.3 SSA personnel which may include the Special Education Director, Special Education Counselors, Special Education Coordinators, Diagnosticians, Speech Pathologists, Behavior Specialists, Licensed Specialists in School Psychology ("LSSPs"), Occupational Therapists, Physical Therapists, teacher of Visually Impaired, teacher of Auditorially Impaired, paraprofessionals, homebound teachers, job coach, and Co-op office personnel are employed by the Fiscal Agent and are subject to the personnel policies

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of the Fiscal Agent, including but not limited to, all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. All personnel of the Member Districts who may provide special education services are subject to SSA Operating Guidelines. The Fiscal Agent may consider recommendations from the SSA Management Board when employing SSA personnel, but retains final hiring and termination authority regarding employment of SSA personnel. The Chief Administrator of the Cooperative will be the Special Education Director (“Director” or “Co-op Director”), who will be recommended for employment to the Board of Trustees of the Fiscal Agent district by the SSA Management Board.

3.4 The Fiscal Agent salary schedule shall apply to SSA personnel.

3.5 Any hearing on an employee grievance, termination, or non-renewal 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.

3.6 Except as otherwise provided herein, SSA personnel who provide special education services to Member Districts and SSA office personnel, shall be evaluated by the Director or other appropriate supervisor, pursuant to the evaluation policies and procedures of the Fiscal Agent as determined by the Director. The Fiscal Agent may consider recommendations from the SSA Management Board when employing or evaluating SSA personnel, but retains final hiring and termination authority regarding employment of SSA personnel.

4. Fiscal Agent

4.1 LOCKHART INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. LOCKHART INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades PPCD through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent will account for salaries and expenses of SSA personnel, IDEA, Part B funds. The Director, on behalf of the Fiscal Agent accounts for SSA operating expenses including state and local (437) funds. The Fiscal Agent will maintain personnel records and payroll systems for SSA personnel.

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4.3 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 Management Board. The Fiscal Agent shall provide accounting services, reports, SSA records, if any. The SSA will lease facilities for Coop offices per separate agreement. Such lease amounts will be funded by Coop funds. 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 Systems Resource Guide (FASRG)* Section 1.3, 1.4, (Basis of Allocations of Costs of the Fiscal Agent.)

4.4 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Co-op on or before November 1st 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 Co-op's accounts, the transfer of Fiscal Agent status will become effective July 1st.

4.5 The Director, through the Fiscal Agent, on behalf of the Co-op may negotiate contracts with outside service providers for special education and related services for students with disabilities. The Director, through the Fiscal Agent, on behalf of the Co-op shall request compliance with the Americans with Disabilities Act (ADA) and the Family Educational Rights and Privacy Act (FERPA) by each service provider.

4.6 Except as otherwise provided herein, 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.

4.7 Should the Fiscal Agent cease for any reason to serve, the SSA Management Board will by majority vote appoint another Member District as Fiscal Agent, subject to approval of the Board of Trustees of the Member District appointed to serve. Notwithstanding, a Member District may only serve as Fiscal Agent upon receipt of specific approval by all Member District Boards of Trustees, and subject to an amendment of this Agreement.

4.8 The Fiscal Agent, as a Member District, is subject to SSA Operating Guidelines and procedures. The Fiscal Agent will be responsible for reporting to internal and external

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entities, including fiscal reporting through the PEIMS 032 or 033 records, whichever may be applicable with TEA guidelines. Each District reports 033 based upon information provided by the SSA.

4.9 Each Member District certifies receipt of Medicaid funds for the SSA Co-op Special Education staff and personnel and services provided by the Co-op, personal care and transportation. Such funds flow to each Member District certifying the receipt of those Medicaid funds.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges that federal funds received from the State for special education programs and services flow directly to the Fiscal Agent. Member Districts agree that any other funds assessed under SSA Operating Guidelines or other legal requirement will be remitted within thirty (30) calendar days from the date the invoice is received from the Co-op.

5.2 Except as otherwise provided herein, the SSA may reserve 25% of Member District's funds (IDEA B Formula set aside funds) for potential residential placements of students. The Director will prepare an application to the Texas Education Agency for funds to support any necessary residential placement.

Except as otherwise provided herein or otherwise determined by the United States Department of Education (USDE), 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 provide an amount no less than its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61.

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

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This provision shall not be construed as an agreement of the parties to pool the 25% set-aside to be applied toward the residential placement of a student, absent a mandate from a government agency with regulatory authority to require the pooling of those funds. The 25% set aside for a Member District in an SSA that is residentially placing a student will be calculated on that Member District's tentative entitlement consistent with the TEA 2013 – 2014 Special Education Consolidated Grant Application Program Guidelines.

Each Member District agrees that any Member District for which IDEA Part B funds have been applied toward a residential placement will not be required to repay the Co-op for such funding.

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 Repayments to the Texas Education Agency due to a violation of Federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. 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 from IDEA-Part B funds. Should TEA find that a Member District is in violation of the MOE requirements, then the Member District will submit any amount assessed by the Agency to the Agency within 10 business days in an effort to avoid any withholding of e-grant funds.

5.5 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the Co-op with Co-op funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Co-op funds was from local, state, federal, or private sources, are the property of the Co-op, and not that of individual Member Districts. All personal property of whatever nature, 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 Co-op for Co-op educational services. Agreements pertaining to purchase of real property or any deeds pertaining to real property are not governed by this contract. It is agreed and understood that any agreement pertaining to the lease of property in an amount totaling \$10,000 or

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more per year will be presented to each Member District Board of Trustees to the extent that each Member District would be deemed a party to the lease agreement.

5.6 A Member District may withdraw from the Co-op by providing the other Member Districts with written notice of its intent to withdraw. Such notice shall be submitted by November 1st before the end of the fiscal year during which the Member District intends to withdraw. Upon receipt, the Co-op's Fiscal Agent shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. The withdrawing Member District is responsible for ensuring that all TEA requirements for effectuating a withdrawal are met, including providing the requisite notice of intent to withdraw. Upon delivery of such notice, the Member's withdrawal from the Co-op shall be effective on the following June 30th, at the end of the Co-op's fiscal year. The withdrawing Member District shall return to the Co-op any supplies, equipment, or fixtures in its possession that was purchased with Co-op funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the Co-op. The Member 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. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

5.7 If a School District requests to become a Member District of the SSA, such must be unanimously approved by the entire SSA Management Board, subject to approval by each Member District's Board 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 Management Board prior to obtaining membership. It is agreed and understood that the joining Member District shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with the joining including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

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6. Fiscal Practices

6.1 The Co-op will operate on a budget prepared by the Director and approved by the SSA Management 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 will be shared proportionately among Member Districts based on a ratio that compares each Member District's special education enrollment to the total number of special education students enrolled in all Member Districts. Except as provided herein, administrative and uncontrollable costs will be allocated among Member Districts based on a ratio that compares the total special education enrollment of each Member District to the total Co-op special education enrollment, based on the PEIMS snapshot enrollment report submitted to the Texas Education Agency in the previous school year.

6.3 The Co-op's accounts will be audited annually by the independent auditor for the Fiscal Agent.

6.4 The Co-op will fund extended school year programs that are based upon appropriate ARD Committee recommendations.

6.5 Indirect costs will be assessed to Member Districts based upon Lockhart's indirect cost rate for each school year.

6.6 Technology which is required by the ARDC or technology determined appropriate for student use and staff use by the Fiscal Agent will be considered an administrative cost. Such costs will be amortized over a period of three (3) years useful life and be included in the annual Co-op budget.

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7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts' Board of Trustees. 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. The dissolution will take effect on July 1st after the first February 1st following the dissolution vote. Such dissolution shall be consistent with TEA timelines.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions herein; this Agreement does not govern the purchase or selling of real property.

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 Except as otherwise provided herein, 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.

9.2 Notwithstanding, Lockhart ISD will provide transportation for students attending centralized programs. Costs related to transportation will be included in the Co-op budget.

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10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

10.2 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.

10.3 If the SSA or the Fiscal Agent, in its role as Fiscal Agent, is a named 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, each Member District will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein. These costs are solely related to legal fees incurred by the SSA or Fiscal Agent required for the legal defense of the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.2 regarding litigation involving students that reside in the Fiscal Agent's district.

10.4 Except as otherwise provided herein, if the SSA or the Fiscal Agent is a named party in a lawsuit filed against the SSA or the Fiscal Agent 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. This provision contemplates lawsuits that arise from the Fiscal Duties as set forth herein. This provision contemplates that the Fiscal Agent is acting in compliance with applicable State and Federal law.

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

10.6 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.

10.7 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

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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 shall share the cost of mediation services based upon the prorated amount set forth in Section 6.2 herein. 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.

10.8 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.

10.9 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.

11. Centralized Programs

11.1 It is agreed that centralized program classes may be designated to locations as determined by the Director. The Director will periodically review the need for such centralized program classes in making such determination. Centralized program classes are subject to the approval of the Management Board and the Board of Trustees of the Member District in which such centralized program class is proposed to be located. The Director will establish criteria for placement in centralized programs. It is further agreed that any centralized program placement is contingent upon ARDC records as the LRE for the student.

11.2 Teachers and para-educators who are assigned to the centralized program classrooms are employees of Lockhart ISD.

11.3 It is further agreed that the student will remain enrolled in the home district of residence and the district of residency remains responsible for PEIMS reporting and will continue to receive the ADA for such student.

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11.4 The Member District where the student resides will be the LEA for all purposes.

11.5 The costs and expenses for the operation of the centralized program classes will be a part of the Caldwell County Co-op SSA budget and calculated as part of the administrative costs paid by each Member District.

11.6 For students attending a centralized program class, it is agreed and understood that each Member District where the student resides is responsible for Free Appropriate Public Education (FAPE).

11.7 It is further agreed that Member Districts and the fiscal agent will comply with any Admission, Review & Dismissal (ARD) Committee recommendations regarding student placement determinations for centralized program classes which are made consistent with the IDEA and the provision of FAPE.

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, or this Agreement is revised or modified. In the event this contract is revised or modified and a Member District refuses to execute the revised Agreement, then that Member District will not be deemed a party to this contract. In the event there is a dispute among the Member Districts regarding revisions or modifications to this Agreement, the Member District(s) electing not to agree to execute the modifications of the contract will not be a party to the Agreement and Section 11.2 shall control.

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.

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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 to this Agreement 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.

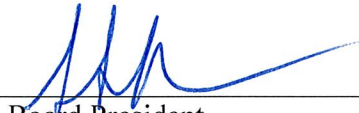
12.10 To the extent that a Member District is no longer accredited by the Texas Education Agency ("TEA"), that Member District is deemed not to be a party to this Agreement.

Executed this _____ day of _____, 2018.

[FOR LAW FIRM USE ONLY]

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Lockhart INDEPENDENT SCHOOL DISTRICT

BY: 
Board President

Date: 11-26-18

Luling INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

Prairie Lea INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____