

WOOD COUNTY SPECIAL EDUCATION SHARED SERVICES ARRANGEMENT AGREEMENT

ALBA-GOLDEN INDEPENDENT SCHOOL DISTRICT, HAWKINS INDEPENDENT SCHOOL DISTRICT, MINEOLA INDEPENDENT SCHOOL DISTRICT, QUITMAN INDEPENDENT SCHOOL DISTRICT, and YANTIS INDEPENDENT SCHOOL DISTRICT ("Member Districts"), hereby agree to cooperatively operate their special education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the WOOD COUNTY SPECIAL EDUCATION 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 SSA's administrative offices will be located in Quitman, 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 Cooperative operating guidelines approved by the Management Board.

1.5 Any SSA Operating Guidelines inconsistent with the provisions contained herein shall be deemed null and void.

1.6 All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in 20 U.S.C. § 1401 et seq., the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, 34 CFR 300 et seq, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA

or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal. The SSA as set forth herein is the Arrangement as defined in T.E.C. 29.007.

1.7 Each Member District retains responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act.

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 Co-op will make payments on behalf of the Member Districts receiving services from the RDSPD consistent with the Co-op budget.

2. Management

2.1 The Shared Services Arrangement will be governed by a management board (the "SSA 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 (Administrator) 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 initially serve as chairperson of the SSA Board. The special education director will initially serve as secretary of the SSA Board. The secretary will record, prepare and maintain minutes of each SSA Board meeting. The SSA Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the SSA Board.

2.3 Actions shall require the approval of a majority of a quorum of the SSA Board.

2.4 The SSA Board shall meet on the third Wednesday of each month or alternate dates agreed upon by all Member Districts of the Management Board, for conducting and reviewing the administration and operation of the shared services arrangement.

2.5 The Director of the SSA, on behalf of the SSA Board, may purchase goods and services necessary to administer and operate the SSA. The Director will determine procedures for purchasing goods and services that follow the Fiscal Agent's policies and procedure.

2.6 Additional powers and duties of the SSA Board shall be determined by SSA Operating Guidelines. Any additional powers and duties not specifically set forth in this Agreement require Board of Trustees approval of each Member District.

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 or for non-compliance with the policies and procedures of the SSA. Disposition of property shall be governed by Section 5.4. 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 SSA Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts' Boards 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.

2.8 It is agreed and understood that the SSA Board does not have the authority to revise or amend this contract absent specific approval of all Boards of Trustees of the Member Districts.

2.9 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 Co-op without the necessity of further action by the remaining Member Districts, person, entity or agency. Disposition of property shall be governed by calculations of proportionate share set forth in 6.2 based on the number of students served on date approved by all Boards of Trustees. 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.

3. Personnel

3.1 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 Co-op 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 Co-op personnel. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with Co-op operating guidelines are within the authority of the Director. Other Co-op Director responsibilities include: (a) recommendation of operating guidelines for the Co-op; (b) recruitment, interviewing and recommendation of employment of Co-op personnel to the Fiscal Board Agent, as needed to ensure that the Co-op 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 Co-op personnel; (e) other duties as assigned.

3.2 The Director shall serve as the Fiscal Agent's deputy officer for Co-op 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.

3.3 SSA personnel which may include, diagnosticians, Licensed Specialist in School Psychology (LSSP), Transition Coordinator, lead special education teacher, para-professional, homebound teacher, Orientation and Mobility teacher, Assistive Technology Specialist, Multi-District Unit Personnel, speech language pathologists, speech therapist assistants, VAC , Visually Impaired (VI) teachers, behavior adjustment teacher, pre-vocational teachers, PPCD teachers, nurse and SSA office personnel are employed by the Fiscal Agent and are subject to the personnel policies 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 are subject to SSA policies. The Fiscal Agent may consider recommendations from the Management Board when employing SSA personnel, but retains final hiring and termination authority regarding employment of SSA personnel.

3.4 Wood County SSA employees will follow the Mineola ISD salary schedule.

3.5 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.

3.6 SSA personnel shall be evaluated pursuant to the evaluation policies and procedures as determined by the Director. 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.

4. Fiscal Agent

4.1 MINEOLA INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. MINEOLA INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades 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 Co-op Board. The Fiscal Agent shall provide accounting services, reports, Co-op records, special education administrative and support staff, and shall perform any other responsibilities required by Co-op policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort. Facilities housing Co-op office and staff and utilities will be provided by the SSA and be considered as the overall administrative cost. 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 Allocation of Costs of the Fiscal Agent.) Each Member District certifies receipt of SHARS.

4.3 The Fiscal Agent will account for salaries and expenses of SSA personnel as outlined in Section 3.3 and 3.1. The Fiscal Agent is responsible for accounting for SSA operating expenses; IDEA, Part B funds; Elementary and Secondary Education Act, and any other applicable funds. The Fiscal Agent will maintain personnel records and payroll systems for SSA personnel.

4.4 The Director, on behalf of the SSA, will prepare and submit to the Fiscal Agent any reports or applications required by federal or state law or SSA policy or Operating Guidelines except for any financial reports, which will be prepared and submitted by the Fiscal Agent.

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

4.6 The Fiscal Agent shall continue to serve as such until such time as the SSA is dissolved, the Fiscal Agent withdraws from the SSA, the Fiscal Agent is removed or the Fiscal Agent resigns its responsibilities as Fiscal Agent. Upon the withdrawal, resignation, or removal of the Fiscal Agent from the SSA, the Management Board will by a majority vote of a quorum appoint another Member to serve as Fiscal Agent. TEA timelines govern the effective date of reconfiguration. It is agreed that the Fiscal Agent will be responsible for legal costs incurred for drafting an updated Agreement reflecting the reconfiguration.

4.7 The Fiscal Agent agrees to provide each Member District, upon request, with an accounting of the prior year's budget.

4.8 The Fiscal Agent, as a Member District, is also subject to SSA Operating Guidelines.

4.9 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 earmarked for special education programs 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 of receiving a statement from the Fiscal Agent.

5.2 The 25% set aside of IDEA Part B formula funds will be done in compliance with United States Department of Education (USDE) rules.

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 TAC § 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.

This provision shall not be construed as an agreement of the parties to pool the 25% set-aside 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 will be calculated on the members' districts tentative entitlement consistent with the TEA 2013 – 2014 Special Education Consolidated Grant Application Program 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. The SSA will maintain eligibility folders on all students receiving services through the SSA.

5.4 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least 120 calendar days on or before the February 1st 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 (including, but not limited to test kits or other special education

consumables and non-consumable materials and AT Devices,) 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 fund balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with the withdrawal, including, but not limited to, legal costs, legal fees, and any expense pertaining to the drafting of an agreement reflecting the reconfiguration.

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 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, are 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. Vehicle titles, if any, will be held in the name of the Fiscal Agent on behalf of the SSA.

5.6 Each Member District agrees to comply with Maintenance of Effort requirements. 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.

5.7 The Director shall serve as SSA's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act and requests made to the SSA. Each Member District retains responsibility for responding to requests to that Member District made pursuant to Family Educational Rights and Privacy Act (FERPA) and the Texas Public Information Act.

5.8 Each Member District maintains responsibility for certifying receipt of Medicaid Funds.

6. Fiscal Practices

6.1 The SSA will operate on a budget prepared by the Director and approved by the SSA Board. It is understood that the Member District boards of trustees will include that proportionate share due to the SSA, in each respective Member District budget process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures.

6.2 Except as otherwise provided in this Agreement, administrative and uncontrollable costs will be allocated proportionately among Member Districts as determined by the SSA Board. Any costs that exceed the allocated federal money will be allocated as follows:

An annual SSA budget will be determined by the Director, based on the current needs of the SSA and its Member Districts. The proportionate distribution of funds is calculated for each Member District using the final ADA listed on the Summary of Finance which is posted on the TEA website. As part of the budget process, the SSA will provide the Fiscal Agent with salary calculation and appropriate budget coding according to state and federal guidelines. As stipulated in law, each Member District agrees to use federal funds to supplement rather than supplant the SSA budget. The Fiscal Agent will provide the SSA access to the accounting records reflecting all SSA financial records and funds.

6.3 The SSA will cause to be conducted annually a complete audit of all accounts which will be the responsibility of the Fiscal Agent. The SSA Board may select from an independent auditor to perform the annual audit or any special or investigative audit. Each Member District agrees to cooperate fully in each annual audit and in any audit ordered by the SSA Board. Funding for audits will be considered an administrative cost.

7. Multi-District Classes (Centralized Programs)

7.1 It is agreed that multi-district classes will be located as determined by the Management Board, subject to the approval of the Board of Trustees of the Member District, where the unit is proposed to be located.

7.2 Teachers and para-professionals who are assigned to the Multi-district classes are employees of the Fiscal Agent.

7.3 The costs and expenses for the operation of the Fiscal Agent Multi-district class will be a part of the SSA budget and calculated as part of the administrative costs paid by each Member

District.

7.4 Any student from a Member District attending a multi-district unit, for all or part of a school day, will not be considered a transfer student and therefore, the Average Daily Attendance (ADA) will remain with the sending District.

7.5 It is agreed and understood that the Member District where the student resides is responsible for FAPE.

7.6 It is further agreed that Member Districts will comply with Admission, Review & Dismissal (ARD) Committee recommendations and student eligibility for placement in multi-district classes.

7.7 It is agreed and understood that a student's placement in a multi-district class is subject to requirements pertaining to placement in the Least Restrictive Environment (LRE). Consistent with LRE requirements, Member Districts agree to provide documentation for ARD Committee consideration that the nature and severity of the disability is such that education in the general education class or campus with the use of supplementary aids and services cannot be achieved satisfactorily and that the multi-district classroom is the Least Restrictive Environment.

7.8 The Director will determine the location of the Centralized Programs subject to the Fiscal Agent Board of Trustees approval and the Board of Trustees of the Member District where the program is to be located.

7.9 Students assigned to Multi-District classrooms will be allowed access to cafeteria, PE or other subjects (classes) as determined appropriate by the ARD Committee.

8. Dissolution

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Board of Trustees of each Member District. The Fiscal Agent will provide timely notice to TEA of the intent to dissolve upon receipt of a Resolution to Dissolve from a majority of the Boards of Trustees of each Member District. Upon dissolution, the SSA funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, equally. The dissolution will take effect on July 1 following the required dissolution vote and receipt of Resolutions. All TEA timelines shall apply.

8.2 Except as otherwise provided herein, agreements pertaining to purchase of real

property shall supersede any provisions herein.

9. Risk of Loss

9.1 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.

9.2 The SSA 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, through its Fiscal Agent, MINEOLA INDEPENDENT SCHOOL DISTRICT.

10. Transportation

10.1 The SSA bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

11. Legal Responsibilities

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

11.2 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.

11.3 If the SSA is a named party in a Due Process Hearing (Administrative Hearing), or other legal proceeding in state or federal court arising under the Individuals with Disabilities Education Act ("IDEA"), and such claim involves a student, the Member District wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the SSA for any legal costs incurred by the SSA.

11.4 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. This includes disputes related to contracts or leases involving the SSA.

11.5 Except as otherwise provided herein, should a SSA employee, as defined in Section 3.3, file a lawsuit against the Fiscal Agent in State or Federal Court naming the Fiscal Agent as a Party to the lawsuit, the Member Districts will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein.

11.6 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.

11.7 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 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.

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 contract 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 parties to the Agreement and Section 12.2 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.

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.

Executed this _____ day of _____, 2015.

Member Districts

Alba-Golden Independent School District

By: _____
Board President

Date: _____

Yantis Independent School District

By: _____
Board President

Date: _____

Hawkins Independent School District

By: _____
Board President

Date: _____

Mineola Independent School District

By: _____
Board President

Date: _____

Quitman Independent School District

By: _____
Board President

Date: _____