

Cluster FIVE Cooperative Shared Services Arrangement Agreement

Section I. Overview of Cluster Five Shared Services Arrangement Agreement

- I. **Structure:** The Cluster Five Shared-Service Arrangement or Cluster Five Special Education Cooperative includes the following school districts. Brackett ISD, D'Hanis ISD, Knippa ISD, Leakey ISD, Nueces Canyon CISD, Sabinal ISD, and Utopia ISD. **Sabinal ISD is the fiscal agent school.**

II. Purpose and Philosophy

- A. Each student who is served by one of our school districts shall have available a comprehensive educational program. This comprehensive program shall include a Special Education program composed of appropriate services from all facets of education for students with disabilities in accordance with applicable federal law and regulations, state statutes, and Texas Education Agency rules and regulations (TEA).
- B. Goal of Special Education: It shall be the goal of each district member of this cooperative that every eligible student beginning on their 3rd birthday and those who have not reached their 22nd birthday by September 1st of the current scholastic year who reside in the Co-op school districts be provided a Free Appropriate Public School Education (FAPE).

III. Definition and Priorities

The Board accepts the following definitions of disabilities and sets the following priorities:

- A. Special Education—is the provision of a continuum of child-centered educational and supportive services in combination with those provided in the general school program to meet the needs of students with disabilities.
- B. Categories of disabilities, as defined in the in Commissioner's Rules Concerning Special Education Services (89.1040. Eligibility Criteria)
- Autism
 - Deaf-Blindness
 - Auditory Impairment
 - Emotional Disturbance
 - Intellectual Disability
 - Multiple Disabilities
 - Orthopedic Impairment
 - Other Health Impairment
 - Learning Disability
 - Speech Impairment
 - Traumatic Brain Injury
 - Visual Impairment
 - Non-categorical

C. Inclusion in Special Education

In making determinations regarding the inclusion of students in programs of Special Education, the definitions and eligibility criteria outlined in the State Plan for Special Education shall be applied.

IV. Cluster Five Supportive Professional Staff

- A. **Administrative Director**—The Administrative Director shall perform administrative and managerial duties as needed to fully implement a comprehensive Special Education program for the entire Cluster Five organization.
- B. **Administrative Office Manager**—The office manager works with the director and all the professional staff of Cluster Five helping to organize special education services and materials for the seven school districts. The office manager works with the professional staff to help maintain all audit records and other records necessary to run a legal, efficient, and productive operation. The office manager helps to maintain child count records and helps to enforce the laws of confidentiality in every facet of student information and records. The office manager keeps an accounting of all financial records for Cluster Five and works closely with the fiscal agent school in maintaining all aspects of legal policies and procedures required to be in compliance with state and federal special education laws.
- C. **Educational Diagnostician/LSSP**—The Educational Diagnostician/LSSP is responsible for the assessment of intelligence and of educational functioning and for collection and analysis of data pertaining to sociological variables for the student. They may provide consultation to teachers, parents, or other support personnel, and community agencies and for individual education plan implementation and strategies for learning. LSSPs would also be responsible for psychological evaluations, assisting in conducting functional behavioral assessments (FBAs), assisting ARD committees in developing behavior intervention plans (BIPs), providing psychological services, and providing input for manifestation determination reviews, as appropriate.
- D. **Transition Coordinator**—Is responsible for assisting member districts' ARD committees in completing required state and federal forms/procedures to facilitate the necessary transition requirements for special education students. The Transition Coordinator will serve as a resource to the special education staff of Cluster Five schools. The Transition Coordinator will seek the assistance of outside agencies to facilitate the transition of students.
- E. **Vocational Adjustment Coordinator (VAC)**—The VAC coordinator will serve all the Cluster Five districts. The coordinator will assist older high school special education students, usually 16 and older, in finding employment in the local job market. This course of action would be a recommendation of the ARD committee. The coordinator would assist students in job orientation activities as taught by the individual school counselors. The coordinator would provide a framework of the student VAC program to the ARD committee. The student must meet the criteria set by Cluster Five. They will work with the employer to evaluate the performance of the student and give the students a grade for every six weeks grading period.

- F. **Speech Pathologist**—The pathologists will hold a Texas Speech-language pathologist certification as well as OSHA certification. They will conduct assessments to determine a speech or language impairment or communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment that adversely affects the child’s educational performance. The pathologists will provide speech therapy services to qualifying students within the seven school district cooperative as assigned by the Cluster Five director. An employed speech therapy assistant would work under the supervision of a certified speech language pathologist, as required by law.
- G. **Contracted Professionals**—Cluster Five contracts with numerous professional personnel to provide additional related services to special education students. Cluster Five contracts with occupational therapists, physical therapists, orientation and mobility therapists, and other types as needed to meet the needs of disabled students. Cluster Five contracts with several psychologists and Licensed Specialists in School Psychology LSSP’s depending on the area of required expertise, such as expertise in the area of Autism spectrum disorders. Credentials and certifications are kept on file for all personnel under contract.
- H. **Educational Counselors**—Generally special education students are served by the school counselor in the respective districts. When the need arises, Cluster Five contracts with other professional counselors or psychologists.
- I. **Hearing and Visually Impaired** - Cluster Five is a member of shared-service arrangements for the Hearing and Visually Impaired. These agencies include the Uvalde Regional Day School for the Deaf, and Southwest Texas Cooperative for the Visually Impaired.

Section II. Fiscal Arrangement

I. Staff Employment

The number and qualifications of Cluster Five personnel will be recommended by the director of Cluster Five, and hired by the Board of Governors. In turn, the Fiscal Agent district will officially act on, and issue the contracts for all Cluster Five personnel.

II. Staff Salary and Payment

Salaries for Special Education staff members shall be initially negotiated by the Cluster Five Director, but ultimately will be based upon a salary and benefit scale approved by the Cluster Five Board of Directors.

III. Fiscal Agent

- A. The Texas Education Agency requires that the Fiscal Agent maintain professional personnel records. The Fiscal Agent will need the following items:
 - A copy of the employee’s contract
 - A copy of the employee’s teaching certificate
 - A copy of the employee’s transcript
 - A copy of the employee’s application
 - A copy of the employee’s service record

- B. The Fiscal Agent will be required to carry all professional and non-professional personnel who work for more than one district on its roster of professional personnel, therefore, each local district should not include these personnel on their roster.
- C. Sick Leave—Sick leave for Cluster Five personnel will be the same as the sick leave for the professional personnel of the fiscal agent school district
The Cluster Five Director or his/her designee will maintain sick leave records for Cluster Five personnel, with ultimate responsibility for the sick leave records resting with the Cluster Five Director.
- D. Insurance Coverage—The Board of Directors shall arrange for general liability and professional liability insurance for the Co-op and its personnel, including the Director. The fiscal agent shall be responsible for providing automotive insurance for school-owned vehicles used by itinerant employees and workers compensation insurance for itinerant Co-op employees. The cost of such insurance will be an administrative cost of the Co-op. Should any former employee of Cluster Five receive a workers' compensation award after the end of their employment with the Cluster, such costs shall be borne by Cluster Five.
- E. The Fiscal Agent will bear the responsibility of preparation of competitive bid notices, and will arrange for the award of bids to vendors after approval by the Board of Directors. The Fiscal Agent superintendent, with the approval of the Board of Governors of Cluster Five, may give this responsibility to the Cluster Five director for a given project.
- F. Annually, the Fiscal Agent must submit the PEIMS record (033 Record) that reports expenditures by the SSA fiscal agent which were made on behalf of the member LEAs.
- G. Fiscal Agent Costs—The Cluster Five Cooperative will pay the fiscal agent school [a yearly sum to defray the added costs associated with the tasks of being the fiscal agent. Such sum shall be determined by the Board of Directors every two years in a normally scheduled meeting. The fiscal agent school will determine how to distribute this fund within their system. Any other unexpected costs to the fiscal agent school, as a result of being the fiscal agent, will be paid by the cooperative with the approval and board action of the Board of Governors of Cluster Five.

IV. Co-op Budget

- A. The Cluster Administrative Director shall supervise the preparation of a Cluster Budget in advance of the ensuing school year. The budget shall include sources of revenue and expenditures. The Cluster Five Board of Directors shall approve the budget.
- B. Co-op costs will be allocated proportionately among member districts as determined by the Co-op Board based on the average three-year enrollment of each district as determined by the October snapshot date.
- C. The Co-op accounts will be audited annually by the independent auditor for the Fiscal Agent at Co-op expense.

Section III. Administrative Structure

I. Types of Structures

A. Local Structure—School districts have the provision of comprehensive Special Education Services to all students with disabilities. The seven schools involved in the shared-service arrangement making up Cluster Five shall be members of a Special Education Cooperative in an effort to maximize opportunities for the delivery of special education services.

B. Extended Structures—The system of Regional Service Center is part of the comprehensive special education program for students with disabilities and shall provide services for students with disabilities that will be in compliance with the approved statewide design for special education.

C. Other Programs—The educational programs and services provided to students with Disabilities by other units of state government and approved private agencies shall be subject to rules and regulations as developed by the Texas Education Agency.

II. Management System of the Cooperative

A. General Statement

The overall management of this Cooperative shall proceed on a systematic and organized basis. Therefore, the management system shall:

- Coordinate activities conducted through the child-centered educational process and the program support system;
- Assume responsibility for the efficient operation of the Admission, Review, and Dismissal Committees and follow through of the Individual Education Plans;
- Operate with the policies and procedures established for general education and those specific policies and procedures for special education;
- Develop a cooperative effort with other agencies and programs serving students with disabilities; and,
- Maintain an effective coordination with the Education Service Center

B. Designation of the Management Board/Membership

The Management Board shall be composed of the Superintendents of each member school district and the Director of the Special Education Cooperative as an ex-officio member. Each superintendent or the superintendent's designee shall attend the regularly scheduled Co-op Board meetings.

1. The Co-op Board shall elect a chairperson annually and designate a secretary, who may or may not be a member of the Co-op Board.
2. Actions shall require the approval of a majority of the Co-op Board.
3. The Co-op Board shall annually designate its regular meeting dates at the beginning of the school year for conducting and reviewing the administration and operation of the shared services arrangement
4. Additional powers and duties of the Co-op Board shall be determined by Co-op policy.
5. The Co-op Board may by a 2/3 majority vote of its membership, revoke the membership of a member district for non-compliance with the terms of agreement, or for non-compliance with the policies and procedures of the Co-op.

C. Authority of the Special Education Director

1. The Director shall be directly responsible to the Management Board for carrying out the functions of the board listed in "General Statement" above.
2. The Director shall be responsible to the Superintendent of the member school which is the fiscal agent for the following:
 - Completion and verification of Special Education Applications and reports.
 - Pupil audit records.
 - Applicable special education support services to the school[s].
3. The Director shall gather all data to provide the basis for the verification of personnel needs and the allocation of personnel resources.
4. All Cluster Five personnel will be supervised by the Cluster Five director.
5. The Director shall provide a professional evaluation for all Support Staff personnel each year. A copy of the evaluation will be placed in the professional folders of these personnel.

D. Allocation of Resources

All members' needs shall be treated equally and the basis for distribution of resources shall be based on the districts' special education population and qualifying needs.

All members shall also contribute to the maintenance and operation costs of the Cooperative upon the basis of their ~~total student~~ [average enrollment and the allotment formula specified above]

E. Procedures for Hearings and Appeals

Parents will be routinely informed of their rights of due process when they consent to Special Education Assessment of their child. Should local negotiations of differences between parents and school not be settled through mutual negotiation, the district member of the Cooperative will follow due process procedures as outlined by the Texas Education Agency in 89.1151. Due Process Hearings (3/01).

F. Fiscal/Financial Responsibility

1. Special Expenses—Expenses of the Cooperative which may occur outside the approved budget, such as court costs and costs of educating individual students with severe disabilities, shall be borne by the school districts as follows:
 - [In any court case,] the individual school district of a student's residence[, or school which has accepted a student on a transfer basis,] ~~(the individual district~~ must pay all expenses of the suit, even though the Cooperative as a whole, or the fiscal agent school, may be named in the suit.
 - The Cluster Five Special Education Cooperative will maintain a Legal service Agreement with an attorney firm that specializes in Special Education issues. **The current firm is Richards Lindsay & Martin, L.L.P.** The Cluster Five director and all Assessment Staff that work with Cluster Five member school districts are directed to consult with these attorneys at the immediate onset of a possible litigation problem.
 - Legal Assistance Fund – To assist school districts in the handling of local controversial special education program issues, five thousand dollars shall

be made available in the Cluster Operational Budget annually. The unused portion of the fund shall be carried over from year to year with additional funds added as needed to keep the amount at \$5,000. When legal funds are needed with special education issues, a school superintendent may contact the Cluster Five director for an amount for \$500 or less. An amount exceeding \$500 must be approved by the Cluster Five board of directors.

- The Cluster Five is responsible for setting aside 25 percent of its tentative IDEA-B Formula base entitlement for residential placement cost [in case] a student of one of the member districts needs residential treatment. These funds are set aside in the Cluster Five local operating fund balance. Program Guidelines will be followed per TEA recommendations.
 - It is each member districts responsibility to establish compliance with Maintenance of Effort (MOE) in Special Education requirements with the Texas Education Agency. Also each member district is liable for their own repayment of funds if MOE requirements are not maintained.
2. Ownership of Assets of the Cluster Five Cooperative—The Cluster Five administrative building and all materials and equipment purchased by Cluster Five belongs to the cooperative. The operating funds at any given fiscal period, as well as all savings and fund balances also belongs to the Cluster Five Special Education Cooperative.
 3. Disposition of all Assets Subsequent to the Shared-Service Arrangement Dissolution—Should the Board of Governors, by mutual agreement, decide to dissolve the operation, all surplus funds remaining after liabilities have been paid, will be distributed among its member districts. Also, all materials, equipment, and other instructional supplies shall be distributed among the members. A percentage of program basis, meaning the district's percent of ADA, or as otherwise authorized by the Cluster Board of Governors will be used to distribute assets.
 4. Membership in Shared-Service Arrangement (SSA), or Co-op.—When any changes to a SSA configuration or operating procedures governed by a SSA contract occurs, a revised SSA contract must be submitted to the Division of Special Education, Texas Education Agency, within 90 calendar days of the change. The contract must include an attorney certification letter and documentation that the board of trustees of each member LEA has approved the contract.
Should a member district of the SSA plan to exit from the cooperative, they must do so according to the established timelines and procedures. Notice of such withdrawal must be provided at least one year prior to the planned withdrawal date and would become effective July 1 of the next fiscal year. The same would be true for the addition of a member district, and this procedure would allow the cooperative at least a full year to make adjustments in the configuration of services to the SSA.
Local policy states that withdrawing districts are not entitled to any part of the then existing fund balance, any future fund balance, or any part of the Cluster Five buildings, property or fixed assets other than those that may be assigned to the district at the time of withdrawal notice. Any interest in any assets of the Cluster Five Special Education Cooperative shall be forfeited upon withdrawal from the Shared-Service Arrangement.

G. Personnel Employment

All professional personnel whose employment is made possible through funding of the Cluster Five Cooperative, except personnel stationed full time on a campus, shall work under the conditions pertaining to the Fiscal Agent of the Cluster 5 Cooperative. Special Education teachers and their aides will work under conditions prevailing in the particular school in which they are stationed full time.

"Condition" as used here means designated working days, holidays, operating hours of school, sick leave, and benefits available.

Contracts: Personnel [hired by one district who provide services entirely] to one district will be issued a contract by that district. The Fiscal Agent will issue the contracts for central staff and multi-school district personnel.

H. Records

The Fiscal Agent will maintain personnel records for support staff, and administrative aide. The individual districts are to maintain personnel records of the special education personnel employed full time in their districts. Local districts will conduct any follow-up on certifications of teachers' stationed full time on a campus. Copies of service records, certification and transcripts will be kept on file in the Fiscal Agents office and in case of a Texas Education Agency audit, the files may be requested by the Cooperative.

All Cooperative professional and paraprofessional employees will be represented on the Annual Professional Roster of the Fiscal Agent.

The Fiscal Agent district of the Cooperative is responsible for the audit-sufficient condition of payroll records and the correction of all errors in these records. The Director of the Cooperative is, in turn responsible to the Fiscal Agent Superintendent for these records.

I. School Calendar

The Cluster Five Special Education Director will prepare specific calendars for Cluster Five personnel, based on their assignments, but such calendars must be approved and adopted by the Cluster Five Board of Directors on an annual basis prior to the start of any such calendars. Should the Board of Directors decide to not approve a specific calendar proposed by the Director, at such time the Board shall specify how such calendar should be revised to meet with its approval.

J. Discipline

Each component school district shall enforce its own discipline policies. The Special Education Director may serve as a consultant and assist member districts to ensure that the needs of the students with disabilities and of the school district are protected.

K. Accounting for Cooperative Funds

The Cooperative Bookkeeper shall maintain a complete record of all-Cooperative funds and expenses under the supervision of the Cooperative Director. This Cooperative accounting System shall be a subsystem of the Fiscal Agent's own accounting system, under the Fiscal Agent's direction, procedures and supervision.

All purchasing for the Cooperative shall be made through the Cooperative office on purchase orders or authorizations.

L. Specific Expenses

Special Medical: The Cooperative shall obtain special medical assessments as required by ARD committee for children. This assistance shall include paying for these special medical assessments and 3-year re-evaluations. The Cooperative cannot pay for any part of medical treatment (as opposed to assessment) but will serve as a coordinator to seek services of treatment when parents need assistance.

Travel Expense: Travel costs for Cluster Five personnel will be paid out of appropriate funds. The reimbursement rate is set yearly by the Cluster Five Board of Directors, and is comparable to the mileage reimbursement rates used by the local ISDs. Mileage charts, travel regulations, travel report forms, and travel request forms are available in the Cluster Five administrative office.

M. Disposal Funds

Should the Cooperative ever disband or the membership of the Cooperative ever change, any fund on hand which are legitimately spendable and undispersed shall be divided among the school districts who were members of the Cooperative before the change, according to the principle set down for "Division of Property".

N. Professional Conduct Standards- Cluster Five staff will follow the Educator Code of Ethics, in addition to any applicable professional standards pertaining to their respective licensures or certificates.