

**GREATER ERATH COUNTY SHARED SERVICES ARRANGEMENT INTERLOCAL  
AGREEMENT**

Huckabay Independent School District, Lipan Independent School District and Morgan Mill Independent School District (hereinafter “Member Districts”), hereby agree to and operate their special education programs under the authority of Texas Government Code §791.001 *et seq.*, as the Greater Erath County Shared Services Arrangement (hereinafter the “SSA”), except as provided below. Each Member District is currently a member of the SSA under the terms of certain “Interlocal Agreements.” This Agreement shall be effective on the 1st day of July, 2023, and shall supersede each “Interlocal Agreement” in its entirety. Member Districts covenant and agree to the following:

**1. General Covenants and Provisions**

- 1.1 The purpose of this Agreement is to create a SSA 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 Texas.
- 1.4 All special education programs will be operated in compliance with Federal and State law, including the Individuals with Disabilities Education Improvement Act, 20 U.S.C. §1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*
- 1.5 The Greater Erath County SSA retains financial responsibility for students who are enrolled in Regional Day School Program for the Deaf (RDSPD).

**2. Management**

- 2.1 The Board of Superintendents (hereinafter “the Management Board”), composed of the superintendents of the Member Districts as the representatives of the boards of trustees of the Member Districts, shall act as the general agent of the SSA. Superintendents and/or designated personnel shall keep their respective boards advised of Management Board actions. Each superintendent or the superintendent’s designee shall attend the regularly scheduled Management Board meetings.
- 2.2 Each Member is authorized to enter into such Interlocal Contracts by the provisions of V.T.C.A. Government Code, Chapter 791, Interlocal Cooperation Contract.
- 2.3 The SSA Management Board will designate its regular meeting dates for conducting and reviewing the administration and operation of the SSA. The Director has discretion to schedule any additional meetings.
- 2.4 The Director, through the Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the SSA. In the event such amount exceeds \$15,000.00, the Management Board will be notified.
- 2.5 The Director will ensure that the SSA has operating procedures that conform with the TEA requirements.

2.6 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 SSA. It is agreed and understood that the Member District subject to revocation shall pay all costs and fees, 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.

2.7 The Management Board shall have the following responsibilities: (a) to select the Director of Special Education (the "Director") and support them in the discharge of the Director's duties; (b) to select support personnel upon nomination and recommendation of the Director; (c) to consider and approve policies for the SSA program. Policies may be initiated by the Director, by members of the Management Board, or by the general public. Any policy change proposed by the general public shall be submitted through the Director to the Management Board for its consideration and recommendations; (d) to propose, consider and approve salary schedules that are not subject to the Fiscal Agent's responsibilities in this area (e) to request a report of the Director concerning any new instructional program and change in the financial status of the SSA and to evaluate the report; (f) to propose, consider and approve an annual budget; (g) to advise the Director on recommendations for the SSA; (h) to assist in presenting to the public the needs and progress of the SSA's educational system; (i) to propose, consider and approve the funds necessary to finance the operation of the SSA; (j) to select the Fiscal Agent school district. (k) to perform all the specific duties imposed upon the Management Board by the Fiscal Agent's Board of Education; and (l) to determine a common school calendar for the SSA and any SSA business.

2.8 Additional powers and duties of the Management Board shall be determined by SSA policy.

2.9 The chairperson of the Management Board is the superintendent of the Fiscal Agent. The Secretary of the Management Board is responsible for recording and maintaining the minutes of the Management Board meetings. The secretary will distribute the minutes to all members.

2.10 A quorum of the members of the Management Board must be present before business can be discussed. Actions shall require the approval of a majority of a quorum of the Management Board unless otherwise specified in this Agreement.

2.11 Members of the Fiscal Agent's Board of Trustees and the Management Board shall have authority only when acting as a board legally in session.

2.12 Neither the Management Board nor the Fiscal Agent's Board of Education shall be bound in any way by any statement or action on the part of any individual member except when such statement or action is in pursuance of specific instructions of said boards.

2.13 The Management Board shall act as the general agent of the SSA. The Fiscal Agent's Board of Trustees shall carry out the will of the people of this SSA in the matter of public education. It shall be responsible for carrying out certain mandatory laws, and shall consider and accept or reject the provisions of the permissive laws.

2.14 The Management Board shall present all proposals of the SSA to be acted upon by the Fiscal Agent's Board of Trustees except those policies which require Member District Board approval.

2.15 Travel regulations for the SSA will follow the Fiscal Agent's requirements.

2.16 The SSA relationship to the Member District Boards will be indirect in that the SSA will work through the Member District's administrative staff. The SSA will conform to the Member District Board policies in relation to all SSA activities carried out by the Member Districts.

### 3. Personnel

3.1 The Chief Administrator of the SSA will be the Special Education Director of the Fiscal Agent ("Director" or "SSA Director"), who will be recommended for employment to the Board of Trustees of the Fiscal Agent district by the SSA Management Board, subject to approval of the Board of Trustees. The Director shall be evaluated by the Management 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. Administrative decisions regarding daily operations are within the authority of the Director. Other SSA Director responsibilities include: (a) recommendation of operating procedures for the SSA; (b) recruitment, interviewing and recommendation of employment of SSA personnel will be made to the Superintendent of the Fiscal Agent, 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; and (d) supervising, evaluating and recommending employment status of other SSA personnel.

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 request submitted to the SSA, and the corresponding records in the possession of the SSA. Each Member District retains responsibility for records request made pursuant to the Texas Public Information Act, Family Educational Rights and Privacy Act (FERPA) or Individuals with Disabilities Education Improvement Act (IDEA) that are submitted directly to the Member District.

3.3 SSA personnel, which may include, but is not limited to, the Special Education Director, Diagnosticians, Behavior Specialists, Licensed Specialists in School Psychology ("LSSPs"), Occupational Therapist(s), Certified Occupational Therapist Assistant(s), Speech Language Pathologist(s), Speech Language Pathologist Assistant(s), Physical Therapist(s), Visually Impaired teacher(s), Support Specialist(s), ARD Facilitator(s), 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. Itinerant and support staff personnel serving SSA schools are considered SSA personnel, but such personnel are carried under the general policies of the Management Board and the Fiscal Agent.

3.4 Employees set forth in 3.1 and 3.3 shall be subject to the salary schedule approved by Board of Directors for the Greater Erath County SSA each school year.

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 except those employees that are under the supervision of the SSA Director. For employees under the supervision of the SSA Director, the Fiscal Agent Board of Trustees may designate the Management Board as its designee for any hearing on an employee grievance, termination or non-renewal.

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 pursuant to the evaluation policies and procedures of the Fiscal Agent.

3.7 The Member Districts will employ personnel for special education services in their districts and provide suitable facilities for special education staff serving the Member District as determined by the local board. Each Member District within the SSA is responsible for employment, performance, evaluation and dismissal of personnel who serve only that district.

3.9 Each Member District will be responsible for any liability resulting from any actions of an employee of their district. Liability of itinerant and support staff personnel will be shared by Member Districts prorated by the number of special education students served in the district.

3.10 Audit exceptions of personnel employed in each Member District will be the responsibility of the Member District. Audit exceptions of itinerant and support staff personnel will be shared by Member Districts prorated by the number of special education students served in the district.

3.11 Personnel records will be maintained by the Member District on each special education employee of the district. Personnel records of itinerant and support staff personnel will be maintained by the Fiscal Agent.

#### **4. Fiscal Agent**

4.1 The Fiscal Agent for the SSA shall be chosen by the Management Board among the Member Districts. At this time, the Management Board has designated Morgan Mill Independent School District to serve as the Fiscal Agent. Morgan Mill Independent School District will continue in this capacity until such time the Management Board chooses to change the Fiscal Agent. The Fiscal Agent's District shall be responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board.

4.2 Except as otherwise provided herein, the Fiscal Agent will account for salaries and expenses of SSA personnel, IDEA, Part B funds, SSA operating expenses including state and local (437) funds. The Fiscal Agent shall maintain fiscal records, personnel records and payroll systems for SSA personnel. All SSA fiscal records are audited by the same auditor that is employed by the Fiscal Agent's district. A copy shall be furnished to each Member District upon request.

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 and SSA records, if any. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.4 The Director, through the Fiscal Agent, on behalf of the SSA, may negotiate contracts with outside service providers, and independent contractors for special education and related services for students with disabilities.

4.5 Each Member District that receives Medicaid funds certifies receipt of such funds.

4.6 All local SSA disbursements are made with the approval of the Fiscal Agent's Board of Trustees and the Fiscal Agent's Superintendent. The Fiscal Agent is then responsible to the Management Board. All SSA monies are deposited with the Fiscal Agent's depository. Audit exceptions of county wide personnel and operating monies will be shared by the Member Districts based on percentage of students served in each district.

4.7 Each Member District is responsible for contracts with nonpublic schools, governmental agencies, or other school districts for special education and related services for students with disabilities in accordance with the law and with the approval of the Management Board and/or Member Districts as provided in SSA policy. The Director will coordinate all contracts. Each Member District will be solely liable for any and all costs associated with its residentially placed students.

4.8 The Fiscal Agent's district shall prepare and submit, on behalf of the SSA, any reports required by federal or state law or SSA policy, including all fiscal accounting, applications and reports to TEA.

4.9 All Member Districts agree to support the SSA financially to ensure the successful implementation of a special education program. It is further agreed that the special education monies will be used to operate the SSA and that the monies must be spent according to TEA guidelines.

4.10 All SSA funds are to be expended through the Fiscal Agent. All categorized monies must be expended in the proper category. The operating monies are to be used to maintain the operation of the SSA. The Director will present a budget to the Management Board annually. The Management Board's approval is required before the budget is submitted to the Fiscal Agent's Board of Education for approval.

4.11 Budget making will be the responsibility of the Director. The following procedures will be followed:

- a. The Director submits a proposed budget to the Management Board.
- b. The Management Board approves or modifies the budget and it is then presented to the Fiscal Agent's Board of Trustees.
- c. Final approval of the budget is required by the Fiscal Agent's Board of Trustees.
- d. Budget administration is the responsibility of the Fiscal Agent.

4.12 The Fiscal Agent district shall arrange and provide for office space for the Director and any support staff.

4.13 The Fiscal Agent must notify other Member Districts of any intention to withdraw as fiscal agent of the SSA by the September 1<sup>st</sup> 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 to another Member District will become effective July 1<sup>st</sup>.

4.14 The Fiscal Agent's district shall prepare and submit, on behalf of the SSA, any reports required by federal or state law or SSA policy, including all fiscal accounting, fiscal reporting including PEIMS 032 and 033 records, applications, and reports to TEA.

4.15 All federal funds will be applied for and received by the Fiscal Agent on behalf of the member districts and will be responsible for all required reporting. For special education federal and state fund sources that flow through a grant application process, a SSA Fiscal Agent is responsible for ensuring that funds are used in accordance with grant provisions or if other federal requirements are not met, the Fiscal Agent is financially responsible to the TEA for the consequences of noncompliance, whether the Fiscal Agent has retained and expended grant funds on behalf of the SSA or flowed funds through to member districts of the SSA.

## 5. Member Districts

5.1 For the 2023-2024 school year, and thereafter, the Fiscal Agent will facilitate the process for receipt of federal funds on behalf of the Members. In the event that TEA requires each Member District to apply for federal grants, the Member Districts will provide such funds to the Fiscal Agent within five (5) business days from receipt of those funds.

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

5.3 Each Member District shall be responsible for its prorated share of SSA operational expenses, including, but not limited to administrative costs, salaries of the Director, Supervisor and SSA personnel. The prorated share will be based on the number of students served in each district. In the event that the budget exceeds the above funds, each Member District shall contribute a fixed sum based on the Member District's prorated share.

5.4 The Member Districts agree to take responsibility for providing adequate facilities at no cost for the operation of the special education programs comparable to facilities provided for all other education programs.

5.5 Every Member District is responsible for 'Maintenance of Effort' (MOE). Each Member District shall provide information pertaining to MOE to the fiscal agent in a timely manner. Any Member District that falls short of the MOE would be solely responsible for that breach and any financial repercussions that result from said breach. 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 sole responsibility of the Member District that violated the MOE requirement.

5.6 A Member District may withdraw from the SSA by notifying the other Member Districts of its intent to withdraw by December 1<sup>st</sup> preceding the end of the last fiscal year the Member District intends to remain in the SSA. If a Member District wishes to withdraw from the SSA, prior approval from the withdrawing Member District's board is a prerequisite. Withdrawal, if approved, will become effective at the end of that current school fiscal year. However, for SSA purposes, no services will be provided after July 31 of that year.

5.7 After official notice and approval of withdrawal, as described in the preceding paragraph, the Member District will continue to remain liable, either solely, or for a prorated share, for any and all "Legal Costs" resulting from any and all actions brought by any party against the withdrawing Member District, other Member District(s) and/or the SSA for events, acts, or omissions that occurred prior to or on July 31<sup>st</sup> of the year in which the Member District has withdrawn from the SSA. A withdrawing Member District shall pay all costs and fees of every kind and nature related in any way whatsoever to the withdrawal, including without limitation, non-renewals, renewals, legal expenses, attorney's fees, appraisal fees, insurance costs and legal expenses associated with the reconfiguration of the SSA.

5.8 If a school district requests to become a part of the SSA, the requesting district must be approved by a majority of a quorum of the Management Board, and the new Member District must consent in writing to be bound by the terms of this agreement.

5.9 If a Member District that has previously withdrawn from the SSA wishes to re-enter the SSA, the requesting district's re-entry into the SSA must be approved by a majority of the quorum Management Board. The Management Board may require compensation, including, but not limited to, the amount of the

Member District's fund balance at the time of withdrawal, from the requesting district as part of the re-entry into the SSA.

## **6. SSA Dissolution**

6.1 Dissolution of this Agreement shall require an affirmative vote of a majority of a quorum of the Management Board. The dissolution will take effect on July 1<sup>st</sup> after the first January 1<sup>st</sup>, following the affirmative dissolution vote.

6.2 In the event that the SSA should dissolve, the SSA's assets, equipment, materials and supplies, after charges and liabilities, will be divided among the Member Districts as follows:

1. All materials and supplies purchased for a specific Member District shall remain the property of that Member District.
2. SSA assets maintained by the Fiscal Agent, which shall be defined for purposes of this subsection as fund balances and assessment kits, will be divided on a prorata basis based on the total child count in each Member District over the three (3) year period immediately preceding the effective date of dissolution, as the case may be, (or the number of full years each such Member District has been an SSA member if less than three (3) years).
3. In the case of a dissolution, all vehicles and portable buildings, if any, will be valued by an independent appraiser selected by the Management Board and will be offered for sale first to the Member Districts at such price, after which, unsold vehicles will be sold at public auction.
4. The Member Districts acknowledge and agree that all real property utilized by the SSA is owned by the Fiscal Agent. In the event of a dissolution, a prorata share of the original construction price of any buildings, facilities, or other improvements on such real property ("improvements") shall be paid from the SSA funds by the Fiscal Agent, in its capacity as Fiscal Agent, to the Member Districts in the case of a dissolution or, the withdrawing Member District, as the case may be, based on the average amount of the Entitlement earned by each Member District over the three (3) year period beginning with the year of construction completion and including the two (2) years prior to construction. For purposes of this Agreement, the term "Entitlement" shall mean state special education block grant funds.
5. Any specialized equipment and/or assistive technology purchased for an individual student, prior to the school year of the district's notification of withdrawal, will remain the property of the withdrawing member district for use by the student for whom the item was purchased, as long as the student continues to be enrolled in the withdrawing district as of the official withdrawal date. After the beginning of the school year in which notification of withdrawal is received, anything requested for purchase will either be returned to the SSA, upon the official withdrawal date, or purchased by the withdrawing member district.
6. IDEA-B carry-over funds are to be pro-rated based upon the criteria that generated those funds.

## 7. Transportation

7.1 Each Member District bears sole responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

7.2 Member Districts will insure district vehicles used in the transportation of children with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

## 8. Multi-District Classes

8.1 SSA programs have been developed to address the special needs of the students within the SSA districts. Students placed in SSA programs that are located at other districts will remain enrolled in the district where the students reside.

8.2 It is agreed that multi-district classes may be designated to locations within a Member District. The Director will periodically review the need for such multi-district classes. Multi-district classes are subject to the approval of the Management Board and the Board of Trustees of the Member District in which such multi-district class is proposed to be located. The Director will establish criteria for placement in centralized programs. It is further agreed that any centralized program is contingent upon IEP records as the LRE for the student.

8.3 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.

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

8.5 The costs and expenses will be a part of the Greater Erath County SSA budget and calculated as part of the administrative costs paid by each Member District. The Management Board will determine and approve by majority vote, any positions for which the Co-Op will provide salary funding specifically. These positions will be included in the approved budget for each fiscal year.

8.6 Staff that are employed by the co-op for multi-district classes (such as life skills), will be employed by the home district. Salary amount, benefits, and appraisals will be conducted by that home district for which they are housed. Salaries will be reimbursed to the home district, according to board approval (See 8.5).

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



8.7 It is further agreed that Member Districts and the Fiscal Agent will comply with any Admission, Review & Dismissal (ARD)/IEP Committee recommendations regarding student placement determinations for multi-district classes which are made consistent with the IDEA and the provision of FAPE.

## **9. Legal Responsibilities**

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

9.2 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.

9.3 Member Districts will insure against or be responsible for any and all legal costs, damages, court costs and attorney's fees of individual employees under contract to the Member District and subject to that Member District's personnel policies that result from an act or omission by the employee deemed to be in the course and scope of his or her duties of employment on behalf of the district or the SSA arising from their employment with the Member District.

9.4 The Member Districts will be responsible for all legal costs for any special education matters, including due process hearings, TEA complaints, OCR complaints, and representation at ARD/IEP meetings. Member Districts are solely responsible for any additional costs associated with action brought by a parent, student, guardian of the student, or any other party against the Member District. Court costs, legal fees, legal expenses and/or damages awarded in litigation against the SSA and not covered by insurance will be the sole responsibility of the Member District of which the party bringing the litigation is a legal resident, with no joint and several liability of Member Districts. If no individual party is named as Plaintiff or Petitioner or no individual district or districts are named Defendants or Respondents or the legal costs are not associated with litigation, the legal costs will be divided equally among the Member Districts.

9.5 Any court costs, legal fees, legal expenses and/or damages resulting from actions of the Management Board, support staff, or itinerant personnel will be shared by the Member Districts prorated by the number of special education students served in each district.

9.6 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.

9.7 The Member Districts of this Agreement contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise among the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator

shall be chosen by the parties to the dispute and shall share the cost of mediation services based upon the prorated amount. 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. Miscellaneous Terms of the Agreement**

10.1 This Agreement upon proper execution will be effective July 1, 2023, 2023. Thereafter, it will be automatically renewed each subsequent July 1<sup>st</sup> unless notice of withdrawal or dissolution is given other Member Districts under the terms of this Agreement, or this Agreement is revised or modified.

10.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the SSA and responsibilities under any prior SSA agreement.

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

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

10.5 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.

10.6 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.

10.7 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.

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

Executed this 28TH day of FEBRUARY, 2023.

MORGAN MILL ISD

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Superintendent, Morgan Mill ISD

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Date of Approval

HUCKABAY ISD

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Superintendent, Huckabay ISD

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Date of Approval

LIPAN ISD

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Superintendent, Lipan ISD

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Date of Approval



Executed this 28TH day of FEBRUARY, 2023.

MORGAN MILL ISD



Board President, Morgan Mill ISD

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Date of Approval

HUCKABAY ISD

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Board President, Huckabay ISD

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Date of Approval

LIPAN ISD

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Board President, Lipan ISD

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Date of Approval