

operations. Member Districts where a student receives services are responsible for maintaining student eligibility folders.

5.4 Member Districts shall provide suitable and sufficient classroom space to accommodate students of the program who are auditorially impaired.

5.5 A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit the written notice-of-intent-to-withdraw to the Texas Education Agency consistent with TEA timelines. The withdrawing Member District shall submit any documentation required by the TEA to the TEA to effectuate the withdrawal including the written notice of intent to withdraw. Upon delivery of such proper notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA. The withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30. A withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

5.6 Member Districts are ultimately responsible for the education of all students with auditory impairment within its district boundaries whether the child is served in the local program, Greenville RDSPD, or other placements. The Member Districts are ultimately responsible for the provision of interpreters, except as provided herein. Students served by itinerant teachers in a location other than within the centralized Greenville ISD program shall receive instructional support which may include deaf instruction, deaf services, diagnostic and evaluation services and related service and assistive technology. It is agreed and understood that Member Districts are responsible for all initial evaluations. Under the itinerant arrangement, the Member District shall provide any full time instructional programming. Students served at the centralized Greenville ISD program shall receive a full time instructional program which may include deaf instruction, deaf services, diagnostic and evaluation services and related services and assistive technology. Any services provided, under either arrangement, are subject to an ARD committee decision.

5.7 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.