

# Ponder Independent School District

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## Agenda ~ Regular Meeting

Monday, September 22, 2025 ~ Executive Session will begin at 5:30 pm. Open Session will begin at 6:30 pm.

Administration Building Meeting Room  
400 West Bailey Street  
Ponder, TX 76259

*The subjects to be discussed or considered, or upon which any formal action may be taken, are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.*

*If during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board would conduct a closed meeting in accordance with the Texas Open Meetings Act, Tex. Gov't Code, Chapter 551, Subchapters D and E, or Government Code 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)].*

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- I. **Call Meeting to Order / Roll Call**
- II. **Executive Session**
- III. **Opening Ceremony**
- IV. Student Recognitions
- V. **Public Forum / Comments to the Board**
  - A. Concerning Items Not on the Agenda
  - B. Concerning Specific Agenda Items
- VI. **Consent Agenda**
  - A. Consider minutes of previous meetings
  - B. Consider approval of a shared services agreement with the Denton County Special Education Co-Op through June 2026.
  - C. Monthly Reports - District Finances
    1. Budget Summary & Check Register
    2. Fund Financial Status
    3. Re-cap from Denton CAD
    4. Utilities report
  - D. Consider acceptance of donations
  - E. Consider designating Tiffani Sandoval as a T-TESS appraiser for the 2025-2026 school year.
- VII. **Reports**
  - A. Updated demographic report presented by SDS (School District Strategies).
  - B. Campus Principals
    1. Attendance & Enrollment / Academics & Extracurriculars / Current & Upcoming Events
  - C. Athletic Director
  - D. District Operations Update
  - E. Chief of Elementary Schools
  - F. Chief of Secondary Schools
- VIII. **New Business**
  - A. Consider approval of items discussed in executive session.
  - B. Consider District Budget Amendments

- C. Consider a nomination and Board Resolution for the Denton Central Appraisal District Board of Directors
  - D. Consider an amendment to the Ponder ISD District of Innovation Plan.
  - E. Consider a resolution authorizing the sale of the Old Stoney School House and land.
  - F. Consider approval of an MOU with the Town of Ponder for a Student Resource Officer.
  - G. Consider approval of the 25-26 Ponder ISD District Improvement Plan
  - H. Consider approval of the Campus Improvement Plans for PHS, PJHS, and PES
  - I. Consider the approval of items on the 30 day review list for Library purchases.
  - J. Superintendent's Report
    - 1. Bond / Construction Updates
    - 2. Superintendent & Board Training
  - K. Personnel
    - 1. Resignations / New Employment
- IX. **Adjourn Meeting**

The notice for this meeting was posted in compliance with the Texas Open Meetings Act at the Ponder ISD Administration Office and on the web at [www.ponderisd.net](http://www.ponderisd.net) on .

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Dr. James Hill, Superintendent

**Limit on  
Participation**

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

**Public Comment**

Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

Meeting  
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

**Complaints and  
Concerns**

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG

- Public complaints: GF

**Disruption**

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**Ponder Independent School District Board of Trustees**  
**Regular Meeting MINUTES ~ Monday, August 25, 2025**

Board President, Bruce Laney, called the meeting to order at 5:30 p.m.

**Board Members present:** Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: Present, Vangee Deussen: Present, Sara Hunton: Present, Bruce Laney: Present, Alicia Lujan: Present.

**School Staff present:** Tara Allred, Kimberly McCage, Suzette Henderson, Richard Hooper, Chris Jones, Kent Josselet, Patricia Dawson, Heather Thornburg, Erik Lokken, and James Hill

**Visitors present:** *see attached list*

I. **Call Meeting to Order / Roll Call**

II. **Executive Session**

The Board entered into Closed Session at 5:30 p.m. under Texas Government Code §551.074 (Personnel) and returned to Open Session at 6:30 p.m.

III. **Opening Ceremony**

IV. **Student Recognitions - Little Cubs Video**

V. **Public Forum / Comments to the Board - No Comments**

A. Concerning Items Not on the Agenda

B. Concerning Specific Agenda Items

VI. **Public Hearing**

A. Discuss 2025-26 Maintenance and Operations (M&O) and Interest and Sinking (I&S) District Tax Rates

VII. **Consent Agenda**

**Motion to approve the Consent Agenda, as presented. This motion, made by Sara Hunton and seconded by Craig Brown, Carried.**

Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**

Yea: 5, Nay: 0, Absent: 2

A. Consider minutes of previous meetings

B. Consider 2025-26 Student and Employee Handbooks

C. Consider T-TESS Calendar for 2025-2026

D. Consider designating Patricia Dawson, Chris Jones, Tony Ramsey, Kimberly McCage, Seth Hay, Heather Thornburg, and Ashley Bisdorf, as T-TESS Appraisers and Heather Thornburg, Chris Jones, Patricia Dawson, and Tara Allred as T-PESS Appraiser for the 2025-2026 school year.

Kimberly McCage is currently working on TPESS certification. Tara Allred and Tiffani Sandoval are working on TTESS certifications.

E. Consider Innovative Courses for PISD

F. Consider NWEA MAP Screener

G. Monthly Reports - District Finances

1. Budget Summary & Check Register

2. Fund Financial Status

3. Re-cap from Denton CAD

4. Utilities report

H. Consider acceptance of donations

I. Consider Memorandum of Understanding (MOU) with Denton County JJAEP for 2025-26

VIII. **Reports**

A. First Student Report

B. VLK Visioning Presentation

C. Campus Principals

1. Attendance & Enrollment / Academics & Extracurriculars / Current & Upcoming

## Events

- D. Athletic Director
- E. District Operations Update
- F. Chief Financial Officer
- G. Chief of Elementary Schools
- H. Chief of Secondary Schools

## IX. **New Business**

- A. Consider District Budget Amendments - **Tabled**
- B. Consider approval of items discussed during closed session, including Emergency Operations Plan updates for the 2025-2026 school year.  
**Motion to approve items presented during closed session. This motion, made by Sara Hunton and seconded by Alicia Lujan, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- C. Consider authorization for the superintendent to negotiate and execute land transactions as discussed in closed session.  
**Motion to approve the superintendent to negotiate land transactions as discussed in closed session. This motion, made by Vangee Deussen and seconded by Craig Brown, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- D. Consider authorization for disposal of surplus property.  
**Motion to authorize the superintendent for disposal of surplus property. This motion, made by Craig Brown and seconded by Sara Hunton, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- E. Consider Ordinance to adopt the M&O and I&S District Tax Rates for Ponder ISD for 2025-26  
**Motion to approve an ordinance to adopt the M&O and I&S District Tax Rates for Ponder ISD for 2025-26 as presented. This motion, made by Craig Brown and seconded by Vangee Deussen, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- F. Consider Ponder ISD Student Code of Conduct for 2025-26  
**Motion to approve the PISD Code of Conduct for 2025-2026 as presented. This motion, made by Sara Hunton and seconded by Craig Brown, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- G. Consider a revision to Ponder ISD Board Policy CH(LOCAL)  
**Motion to approve the revisions to Ponder ISD Board Policy CH(LOCAL, as recommended. This motion, made by Vangee Deussen and seconded by Craig Brown, Carried.**  
Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2
- H. Consider an amendment to the Ponder ISD District of Innovation Plan  
**Motion to approve the amendment to the Ponder ISD District of Innovation Plan as**

recommended. **This motion, made by Sara Hunton and seconded by Craig Brown, Carried.**

Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2

- I. Consider Resolution to approve a Good Cause Exception to HB3  
(TGC §551.089, Security Devices/Audits)

**Motion to continue the Good Cause Exemption resolution to HB3 as recommended. This motion, made by Craig Brown and seconded by Alicia Lujan, Carried.** Chance Allen: Absent, Ben Angeley: Absent, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 5, Nay: 0, Absent: 2

- J. Superintendent's Report  
1. Bond / Construction Updates  
2. Superintendent & Board Training

- K. Personnel  
1. Information item:  
2. Resignations / New Employment

X. **Adjourn Meeting**

**President Laney adjourned the meeting by acclamation at 8:51 p.m. This motion, made by Vangee Deussen and seconded by Craig Brown, Carried.**

Chance Allen: **Yea**, Ben Angeley: **Yea**, Craig Brown: **Yea**, Vangee Deussen: **Yea**, Sara Hunton: **Yea**, Bruce Laney: **Yea**, Alicia Lujan: **Yea**  
Yea: 7, Nay: 0

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Bruce Laney, Board President

Date

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Vangee Deussen, Board Secretary

Date

**DENTON COUNTY SPECIAL EDUCATION COOPERATIVE SHARED SERVICES**  
**ARRANGEMENT**

Krum ISD, Pilot Point ISD, Ponder ISD and Sanger ISD (hereinafter “Member Districts”), hereby agree to cooperatively operate their special education programs under the authority of Texas Government Code §791.001 *et seq.*, as the Denton County Special Education Cooperative (hereinafter the “Co-op”), except as provided below. Each Member District is currently a member of the Co-op under the terms of certain “Interlocal Agreements.” This Agreement shall be effective on the 26th day of August, 2025, 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 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 Cooperative’s administrative offices will be located in Sanger, Texas.

1.4 The special education program 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; and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*

1.5 Each Member District retains financial responsibility for students who are enrolled in each 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 Co-op. 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 Cooperative Management Board meetings.

2.2 The chairperson of the Cooperative Management Board will be the Fiscal Agent superintendent.

2.3 The Cooperative Management Board will designate its regular meeting dates for conducting and reviewing the administration and operation of the Cooperative. The Director has discretion to schedule any additional meetings.

2.4 The Director, through the Fiscal Agent, on behalf of the Cooperative, may purchase goods and services necessary to administer and operate the Cooperative. In the event such amount exceeds \$25,000.00, the Management Board will be notified.

2.5 The Cooperative Management Board may adopt operating guidelines and procedures for the Cooperative’s operation.

2.6 The Cooperative Management Board may by a super-majority (super-majority, defined as 4 out of 5 member districts) 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 Cooperative. 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.

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 Co-op 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; (e) to require a report of the Director concerning the instructional program and the financial status of the Co-op and to evaluate the report; (f) to propose, consider and approve an annual budget; (g) to advise the Director on recommendations for the Co-op; (h) to assist in presenting to the public the needs and progress of the Co-op's educational system; (i) to propose, consider and approve the funds necessary to finance the operation of the Co-op; (j) to select the Fiscal Agent school district. (The Fiscal Agent district must be accredited and must have kindergarten through 12th grade.); (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 Co-op and any Co-op business.

2.8 Additional powers and duties of the Management Board shall be determined by Co-op policy.

2.9 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.

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

2.11 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.

2.12 The Management Board shall act as the general agent of the Co-op while the Fiscal Agent's Board of Education shall act as the general agent of the state. The Fiscal Agent's Board of Education shall carry out the will of the people of this Co-op 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.

2.13 The Management Board shall present all proposals of the Co-op to be acted upon by the Fiscal Agent's Board of Education except those policies which require Member District Board approval.

2.14 Travel regulations for the Co-op will follow the Fiscal Agent's requirements.

2.15 The Co-op relationship to the Member District boards will be indirect in that the Co-op will work through the Member District's administrative staff. The Co-op will conform to the Member District board policies in relation to all Co-op activities carried out by the Member Districts.

### 3. Personnel

3.1 The Chief Administrator of the Cooperative will be the Special Education Director of the Fiscal Agent (“Director” or “Cooperative Director”), who will be recommended for employment to the Board of Trustees of the Fiscal Agent district by the Cooperative 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 Cooperative Director responsibilities include: (a) recommendation of operating procedures for the Cooperative; (b) recruitment, interviewing and recommendation of employment of Cooperative personnel will be made to the Superintendent of the Fiscal Agent, as needed to ensure that the Cooperative 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 Cooperative 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 Cooperative, and the corresponding records in the possession of the Cooperative. 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 Cooperative personnel, which may include 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 Cooperative 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 Co-op schools are considered Co-op 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 the Fiscal Agent Board of Trustees 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 Cooperative Director. For employees under the supervision of the Cooperative Director, the Fiscal Agent Board of Trustees may designate the Management Board as it’s designee for any hearing on an employee grievance, termination or non-renewal.

3.6 Except as otherwise provided herein, Cooperative personnel who provide special education services to Member Districts and Cooperative 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 Co-op is responsible for employment, performance, evaluation and dismissal of personnel who serve only that district.

3.8 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.

3.9 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.

3.10 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 Director.

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

4.1 The Fiscal Agent for the Co-op shall be chosen by the Management Board among the Member Districts. At this time, the Management Board has designated Sanger Independent School District to serve as the Fiscal Agent. Sanger ISD 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 Cooperative personnel, IDEA, Part B funds, Cooperative operating expenses including state and local (437) funds. The Fiscal Agent shall maintain fiscal records, personnel records and payroll systems for Cooperative personnel. All Co-op 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 Cooperative Management Board. The Fiscal Agent shall provide accounting services, reports and Cooperative 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 Cooperative may negotiate contracts with outside service providers, 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 Co-op disbursements are made with the approval of the Fiscal Agent's Board of Education and the Fiscal Agent's Superintendent. The Fiscal Agent is then responsible to the Management Board. All Co-op 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 Co-op 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. Costs for residential

contract students shall be funded from a combination of fund sources. A Denton County Special Education Coop.-member district must expend its local tax share per average daily attendance and the equivalent of 25% of its IDEA-B formula base planning amount for related services and residential costs. The 25% IDEA-B equivalent will be maintained, in whole or in part, within the federal IDEA-B set-aside and/or the Denton County Special Education Coop. fund balance.

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

4.9 All Member Districts agree to support the Co-op 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 Co-op and that the monies must be spent according to TEA guidelines.

4.10 All Co-op 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 Co-op. 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 Education.
- c. Final approval of the budget is required by the Fiscal Agent's Board of Education.
- 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 Co-op by the January 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 to another Member District will become effective July 1st.

## **5. Member Districts**

5.1 Each Member District shall remit Co-op budgeted state and federal funds earmarked for the Co-op to the Fiscal Agent.

5.2 For the 2021-2022 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.

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

5.4 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 Cooperative with Cooperative funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Cooperative funds was from local, state, federal, or private sources, are the property of the Cooperative, 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 Cooperative for Cooperative 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 \$10,000.00 or 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.

5.5 Each Member District shall be responsible for submitting a prorated share of Co-op operational expenses to the Fiscal Agent. 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 for ADA of the district.

5.6 Administrative costs, including, but not limited to, all costs and salaries related to the Director, Supervisor, and Cooperative personnel will be the responsibility of each Member District in the amount of their prorated share.

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

5.8 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.

5.9 A Member District may withdraw from the Co-op by notifying the other Member Districts of its intent to withdraw by December 1 preceding the end of the last fiscal year the Member District intends to remain in the Co-op. If a Member District wishes to withdraw from the Co-op, 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 Co-op purposes, no services will be provided after July 31 of that year.

5.10 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 prorata 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 Co-op 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 Co-op. 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 and insurance costs.

5.11 If a school district requests to become a part of the Co-op, the requesting district must be approved by a super-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.

5.12 If a Member District that has previously withdrawn from the Co-op wishes to re-enter the Co-op, the requesting district's re-entry into the Co-op must be approved by a super-majority of the quorum Management Board. The Management Board may require compensation from the requesting district as part of the re-entry into the Co-op.

## **6. District Withdrawal and Cooperative 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, following the affirmative dissolution vote.

6.2 In the event that the Co-op should dissolve, or if a Member District withdraws, the Co-op's assets, equipment, materials and supplies, after charges and liabilities, will be divided among the Member Districts or transferred to the withdrawing Member District, as the case may be, as follows:

- A. All materials and supplies purchased for a specific Member District shall remain the property of that Member District.
- B. Co-op assets maintained by the Fiscal Agent, which shall be defined for purposes of this subsection as fund balances and assessment kits, will be divided (or in the case of a withdrawal, will be allocated and a prorata share transferred to the withdrawing Member District) on a prorata share based on the total child count in each Member District over the three (3) year period immediately preceding the effective date of withdrawal or dissolution, as the case may be, (or the number of full years each such Member District has been a Co-op member if less than three (3) years).
- C. In the case of a dissolution, all vehicles and portable building, 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. In the case of a withdrawal of a Member District, all vehicles, if any, will be valued by an independent appraiser selected by the Management Board on a prorata share of the aggregate amount of such appraisal shall be paid to the withdrawing Member District, which prorata share shall be based on the total child count maintained by such Member District over the three (3) year period immediately preceding the effective date of withdrawal or dissolution (or the number of full years each such Member District has been a Co-op member if less than three (3) years).
- D. The Member Districts acknowledge and agree that all real property utilized by the Co-op is owned by Sanger ISD. In the event of a withdrawal or 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 Co-op funds by Sanger ISD, in its capacity as Fiscal Agent, to the Member Districts (including Sanger ISD) 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.
- E. With respect to any amounts owing to a Member District, such payment may, in the discretion of the Management Board and with consent of the withdrawing Member District, be made, in whole or in part, by transfer of properties of the Co-op rather than in cash. The Management

Board and the withdrawing Member District shall agree on the value of any such properties transferred to the withdrawing Member District.

- F. In order to compensate for the Co-op's utilization of real property, the withdrawing district's prorated assigned amount will be reduced according to the following schedule:
  - a. For property that is at least 1 year old, but less than 2 years old, the withdrawing district is to receive 90% of its pro-rated amount, the Co-op's ownership increases by 10%
  - b. Each additional year, the value assigned to the withdrawing district will decrease by 10%, while ownership of the property for the Co-op will increase proportionally.
  - c. Property 10 years or older will become the sole property of the Co-op, unless the withdrawing district is the Host District, in which event, property 10 years or older belongs to the District.
- G. 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 at the time of the official withdrawal date. After the beginning of the school year in which notification of withdrawal is received, any item requested for purchase will either be returned to the Co-op, upon the official withdrawal date, or purchased by the withdrawing Member District.

6.3 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 Cooperative programs have been developed to address the special needs of the students within the cooperative districts. Students placed in cooperative programs that are located at other districts will remain enrolled in the district where the students reside. The cost to the sending districts for placing students in the special programs will be based upon a prorata share of the expenses associated with the program, such as teacher and support staff salaries, supplies, materials and any other costs associated with the program. For the Life Skills program, the prorated share will be derived from the ADA October PEIMS submission. For the Challenge and Journey programs, the prorated share will be a percentage of the cost based upon the number of days the student is enrolled in the program.

8.2 If a cooperative program must be provided in a separate facility, the host district may be compensated for the use of that facility. The prorated share that a district will be responsible for in a placement at a shared class arrangement (shared classes are not cooperative programs and have limited enrollment) will be based upon the ADA October PEIMS submission.

8.3 It is agreed that multi-district classes may be designated to locations as determined by the Director. The Director will periodically review the need for such multi-district classes in making such determination. 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.

8.4 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.

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

8.6 The costs and expenses will be a part of the Denton County Cooperative budget and calculated as part of the administrative costs paid by each Member District.

8.7 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).

8.8 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 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 Co-op arising from their employment with the Member District.

9.4 The Cooperative will provide legal representation 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 Co-op 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 on the 26<sup>th</sup> day of August \_\_\_\_\_, 2025, and remain in effect through the 30<sup>th</sup> day of June, 2026, upon dissolution of the Denton County Special Education Cooperative 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 Cooperative and responsibilities under any prior Cooperative 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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Ponder Independent School District

By: \_\_\_\_\_  
School Board President on behalf of Ponder Independent School District Board of Trustees