

**TRI-COUNTY EDUCATION CO-OP**  
**"A Shared Service Arrangement"**

The Albany ISD, Anson, ISD, Aspermont ISD, Hamlin ISD, Hawley ISD, Lueders-Avoca ISD, Roby CISD, Rotan ISD, and Stamford ISD (Hereinafter "member districts"), hereby agree to cooperatively operate their special education programs under the authority of TEX. EDUC. CODE ANN. Section 29.007 and TEX. GOVT. CODE ANN. Section 791.001 (Vernon 1994), as the Tri-County Education Co-Op, "A Shared Service Arrangement", (hereinafter "Shared Service Arrangement" or "SSA").

Member districts covenant and agree that:

**GENERAL COVENANTS AND PROVISIONS**

1. The administrative offices will be located at 507 South Orient, Stamford, Texas.
2. The purpose of the cooperative is to provide for the efficient delivery of legally required special and related services to eligible disabled students.
3. The special education program will be operated in compliance with federal and state law and regulations as well as Tri-County policies/operating guidelines approved by all member districts.
4. Their special education programs will be continuously improved as necessary to meet Central Education Agency requirements and the effectiveness of the special education programs will be evaluated as part of the required annual performance report. The Special Education Director and staff will provide assistance in all areas of program planning and development as requested by the member district.

**MANAGEMENT**

1. The Shared Service Arrangement will be governed by a management board (hereinafter "Board") composed of the Superintendents of the member districts or their designees as the representatives of the board of trustees of the member districts. Superintendents and/or designated personnel shall attend the regularly scheduled Board meetings. Superintendents shall keep their respective boards advised of, and secure district board approval for, Board actions.
2. At the first Board meeting in August of each school year, nominations for the Executive Chairperson and Secretary of the Board will be accepted and voted upon by the members present.
3. Actions shall require the approval of a majority of a quorum of the Board. Action that conflicts with a member district's policies will be ineffective.
4. The Shared Service Arrangement Management Board shall meet once a month on a regular basis, except for the months of March, July, and December when no regular meeting will be held. In the advent of a need, a meeting may be called at the discretion of the Special Education Director or upon the request of a member superintendent.

5. The SSA shall have written rules that are mutually established, implemented, and approved by the Board and each member district board of trustees. The rules shall address aspects of the SSA administration and operation including, but not limited to, all matters relating to personnel, fiscal responsibilities, and programs.
6. Additional powers and duties shall be determined by Tri-County Operating Guidelines.
7. The Chief Administrator of the Shared Service Arrangement will be the Special Education Director who will be recommended for employment to the board of trustees of the fiscal agent district by the Board. The Special Education Director shall serve under contract with the fiscal agent and be subject to personnel policies of the fiscal agent district. Administrative decisions regarding the daily operations of the instructional program and approved budgeted expenditures consistent with SSA policy are within the authority of the Special Education Director. The Special Education Director reports to the Superintendents of the member districts, and administrative decisions that conflict with a member district's policies shall be ineffective. Evaluation of the itinerant personnel shall be the responsibility of the Special Education Director as directed by the Management Board.
8. Each member district within the Shared Service Arrangement shall be responsible for employment and dismissal of personnel who serve only that school district; the fiscal agent shall be responsible for employment and dismissal of all Shared Service Arrangement personnel. All grievances concerning employment or contract conditions shall be the responsibility of the employing Board. Itinerant personnel (personnel who serve or may serve more than one member district) shall be considered to be SSA personnel servicing under contract to the fiscal agent. Itinerant personnel shall be governed by the general policies of the fiscal agent unless otherwise approved by the Board. All personnel shall be subject to Tri-County policies, Texas Association of School Boards policies, Texas Association of School Boards policies, and Operating Guidelines.
9. Private transportation costs for assessment / related services will be paid by the SSA.
10. Each LEA will be responsible for providing special transportation to and from school as determined by the ARD committee up to the amount of the state special education transportation allocation. Cost exceeding this allocation will be the responsibility of the SSA.
11. Each member district within the SSA will provide suitable facilities for special education staff serving the member districts as determined by the Board.

## **FISCAL AGENT**

1. Stamford ISD will be the fiscal agent for the Shared Service Arrangement. The fiscal agent shall provide leadership in Special Education program planning and in development of new programs. The fiscal agent district also shall be responsible for applying for, receiving, collecting, expending, and distributing all federal funds, in accordance with the budget adopted by the Board. State funds will flow directly to each member school. Additionally, the fiscal agent shall provide accounting services, reporting, SSA records, and perform any other responsibilities provided in the Tri-County policies.
2. The fiscal agent shall be responsible for financial matters on behalf of the SSA, including applications, reporting, and/or accounting for Tri-County operating expenses.
3. The fiscal agent must be accredited and must have grades kindergarten through 12.
4. The fiscal agent shall maintain personnel records and payroll systems for itinerant Tri-County staff. The original personnel documents will be maintained in the SSA office.
5. The fiscal agent, or designee, will negotiate contracts with nonpublic schools, governmental agencies, or other school districts for special education and related services for disabled students in accordance with law and with the approval of the Board and/or member districts as provided in SSA policies.
6. Stamford ISD must notify other member districts of any intention to withdraw as fiscal agent of the SSA by January 1 preceding the end of the last fiscal year it intends to serve as fiscal agent. After a satisfactory independent audit of Tri-County's accounts, the transfer of fiscal agent will become effective July 1.
7. Stamford ISD will be paid a fiscal agent fee, the amount of which to be determined by the Management Board and recorded in the minutes, to defray management/administrative costs.
8. Financial records of the SSA shall be maintained in separate organizations and business procedures shall be in accordance with the policies of Stamford ISD.

## **MEMBER DISTRICTS**

1. The SSA will operate on State and federal budgets prepared by the Special Education Director and approved by the Management Board and Fiscal Agent Board of trustees. Member districts assume no responsibility for amounts expended beyond budget allocations without the proper budget amendments. Generally accepted accounting practices, which include budgeting, accounting, and reporting, as specified by the Texas Education Agency are followed and approved by the Board.
2. Administrative/ Program costs shall be allocated proportionately among member districts as determined by the Board based on the proportionate share of each school's FTE% as determined by the prior year's PEIMS data review-summer collection.

## **MEMBER DISTRICTS CONTINUED**

Page 4

3. Allocation of Shared Service Arrangement expenditures is achieved through a combination based on an equalized amount among the member schools plus additional expenditures based on individual student needs.
4. Expenditures of SSA funds will be reported based upon the percentage of payment for services.
5. The Shared Service Arrangement accounts will be audited annually by the independent auditor for Stamford ISD at SSA expense.
6. A member district may withdraw from the Shared Service Arrangement by notifying the other member districts of its intention to withdraw by January 1 preceding the last fiscal year the member district intends to remain in the SSA. All instructional materials and assets located on the campuses of the withdrawing member district as of the withdrawal notification date shall become the property of the withdrawing district. The fund balance will remain an asset of the remaining member districts of the SSA.
7. Administrative costs are funded from special education funds received by each member district in accordance with their FTE% as determined by the prior year's PEIMS data review-summer collection. The budgeted amount shall not exceed the 15% allowable.

## **DISSOLUTION**

1. Dissolution of this SSA agreement shall require the affirmative vote of five of the nine member districts. Upon dissolution, the SSA's funds, after any charges and liabilities, will be divided among the member districts on a prorated share based on each school's FTE% as determined by the prior year's PEIMS data review-summer collection. The dissolution will take effect on the July 1 after the first January 1 following the dissolution vote.

## **LIABILITY**

1. Member districts will insure against or be responsible for the legal costs, actual damages, court costs, and attorney's fees of individual employees under contract acting in accordance with the local 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 or employment on behalf of the district or the SSA and arising from a cause of action for negligence. Damages awarded against an employee arising from willful or wrongful act or omission, an act or omission constituting gross negligence, or official misconduct shall not be paid.
2. Member districts will insure district vehicles used in the transportation of disabled students for school liability for motor vehicle accidents.

3. Legal costs, actual damages, court costs, and attorneys fees awarded against the SSA and not covered by insurance will be the sole responsibility of the member district of which the student bringing the litigation is a legal resident, with no joint and several liability of member districts. If no individual students are named, plaintiffs or petitioners or the legal costs are not associated with litigation, legal costs will be paid out of administrative costs allocated among member districts based on their proportionate share of each school's FTE% as determined by the prior year's PEIMS data review-summer collection.
4. It is further agreed that if a member district willingly and knowingly, by their own actions and/or policies, causes any losses or expenses to be incurred, the member district will assume total and full financial and legal responsibility for its actions.
5. Uncontrollable costs incurred by the Shared Service Arrangement will be allocated among member districts based on their proportionate share of each school's FTE% as determined by the prior year's PEIMS data review-summer collection.
6. As determined by the Standard Application System procedures, twenty-five percent of the tentative federal entitlement will be set aside for possible residential placement expenses. Amounts incurred beyond the federal set aside and not covered by Texas Education Agency will be allocated among member districts based on their proportionate share of each school's FTE% as determined by the prior year's PEIMS data review-summer collection.
7. It is further agreed that any losses or expenses incurred by the fiscal agent resulting from the operation and activities of the Tri-County Shared Service Arrangement including but not limited to litigation, worker's compensation, unemployment compensation, tort claims, and federal or state audit and/or monitoring exceptions, the member districts will be liable to the fiscal agent for the said liability, expenses or losses. Assessment will be determined by the school's FTE%, which is based on the prior year's PEIMS data review-summer collection.
8. This agreement will be automatically renewed annually unless notice of withdrawal or dissolution is given other member districts under the terms of this agreement or unless mandated by law.
9. This agreement will supersede all previous agreements among the parties in relationship to the operation of the Shared Service Arrangement and responsibilities under SSA agreement.
10. This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.
11. It is further confirmed that this Shared Service Arrangement contract has been presented to the Governing Board of each member school district, and the acceptance of this contract is confirmed by formal board resolution and made a permanent part of the official minutes of that body.

**Albany ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Anson ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Aspermont ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Hamlin ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Hawley ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Lueders-Avoca ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Roby ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Rotan ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary

**Stamford ISD** Executed the \_\_\_\_\_ day of, 2002.

By: \_\_\_\_\_ By: \_\_\_\_\_  
President Secretary