



DeWitt-Lavaca Special Education Cooperative (DLSEC) Shared Services Arrangement (SSA) Management Document with Operating Guidelines



Introduction

Management Document with Operating Guidelines outlines the management structure and general operating requirements for the DLSEC SSA and references related support materials in two parts.

Part 1

Sections A - G contain color-coded statutes, regulations, policies, contracts, references, and web links that provide the legal basis for establishing and implementing an SSA. Section H explains the content and organization of Part 2.

A - Federal Law in the Individuals with Disabilities Education Act (IDEA) Reauthorization

B - Federal IDEA Regulations in the Congressional Federal Record (CFR) Part 300

C - State Regulations in the Texas Education Code (TEC)

D - State Regulations in the Texas Administrative Code (TAC)

E - State Regulations under Texas Education Agency SSA Procedures (by reference)

F - State Regulations under TEA Texas Legal Framework for the Child-Centered Special Education Process (by reference)

G - Fiscal Agent Board-Adopted Texas Association of School Boards (TASB) Local Policies (by reference)

H - Overview of Management Document with Operating Guidelines Part 2 and Management Document with Operating Guidelines Terms and Abbreviations

Part 2

DLSEC Shared Services Arrangement Agreement/Contract (introduction)

Sections 1-11 contain four color-coded columns.

Far Left Column - DLSEC Shared Services Arrangement Agreement/Contract

Middle Left Column - Operating Guidelines

Middle Right Column - Verification Documents

Far Right Column - Support Documents

PART 1

A	<p style="text-align: center;">Federal Law as Adopted under Individuals with Disabilities Education Act (IDEA) Reauthorization, November 2004 20 USC 1413(e)(1) Local Educational Agency Eligibility</p> <p>An SEA [state education agency] may require an LEA [local education agency] to establish its eligibility jointly with another LEA if the SEA determines that the LEA would be ineligible under this section because the agency would not be able to establish and maintain programs of sufficient size and scope to effectively meet the needs of children with disabilities.</p>
B	<p style="text-align: center;">Federal Regulations in 2006 CFR Part 300 for IDEA 2004 Reauthorization Congressional Federal Record (CFR) regulations as published August 14, 2006</p> <p>§ 300.223 Joint establishment of eligibility. (a) General. An SEA may require an LEA to establish its eligibility jointly with another LEA if the SEA determines that the LEA will be ineligible under this subpart because the agency will not be able to establish and maintain programs of sufficient size and scope to effectively meet the needs of children with disabilities. (c) Amount of payments. If an SEA requires the joint establishment of eligibility under paragraph (a) of this section, the total amount of funds made available to the affected LEAs must be equal to the sum of the payments that each LEA would have received under § 300.705 if the agencies were eligible for those payments. [Authority: 20 U.S.C. 1413(e)(1) and (2)]</p> <p>§ 300.224 Requirements for establishing eligibility. (a) Requirements for LEAs in general. LEAs that establish joint eligibility under this section must— (1) Adopt policies and procedures that are consistent with the State's policies and procedures under § § 300.101 through 300.163, and § 300.165 through 300.174; and (2) Be jointly responsible for implementing programs that receive assistance under Part B of the Act. (b) Requirements for educational service agencies in general. If an educational service agency is required by State law to carry out programs under Part B of the Act, the joint responsibilities given to LEAs under Part B of the Act— (1) Do not apply to the administration and disbursement of any payments received by that educational service agency; and (2) Must be carried out only by that educational service agency. (c) Additional requirement. Notwithstanding any other provision of § § 300.223 through 300.224, an educational service agency must provide for the education of children with disabilities in the least restrictive environment, as required by § 300.112. (Approved by the Office of Management and Budget under control number 1820-0600) [Authority: 20 U.S.C. 1413(e)(3) and (4)]</p> <p>§ 300.202 Use of amounts. (b) Excess cost requirement— (3) If two or more LEAs jointly establish eligibility in accordance with § 300.223, the minimum average amount is the average of the combined minimum average amounts determined in accordance with the definition of excess costs in § 300.16 in those agencies for elementary or secondary school students, as the case may be. (Approved by the Office of Management and Budget under control number 1820-0600) [Authority: 20 U.S.C. 1413(a)(2)(A)]</p>
C	<p style="text-align: center;">State Regulations under Texas Education Code (TEC)</p> <p>§ 29.001 Statewide Plan. The agency shall develop, and modify as necessary, a statewide design, consistent with federal law, for the delivery of services to children with disabilities in this state that includes rules for the administration and funding of the special education program so that a free appropriate public education is available to all of those children between the ages of three and 21. The statewide design shall include the provision of services primarily through school districts and shared services arrangements, supplemented by regional education service centers.</p> <p>§ 29.007. Shared Services Arrangements. School districts may enter into a written contract to jointly operate their special education programs. The contract must be approved by the commissioner. Funds to which the cooperating districts are entitled may be allocated to the districts jointly as shared services arrangement units or shared services arrangement funds in accordance with the shared services arrangement districts' agreement. Last Amended: 74th Leg. Chapter 260 § 1, Effective May 30, 1995. Entered October 17, 2007.</p>

D	<p align="center">State Regulations under Texas Administrative Code (TAC)</p> <p>TAC § 89.1075. General Program Requirements and Local District Procedures.</p> <p>(f) School districts that jointly operate their special education programs as a shared services arrangement, in accordance with TEC, § 29.007, shall do so in accordance with procedures developed by the Texas Education Agency (TEA). Authority: The provisions of this §89.1075 issued under the Texas Education Code, §§29.001, 29.007, and 30.002, and 34 Code of Federal Regulations, §300.147. Source: The provisions of this §89.1075 adopted to be effective September 1, 1996, 21 TexReg 7240; amended to be effective March 6, 2001, 26 TexReg 1837; amended to be effective November 11, 2007, 32 TexReg 8129; amended to be effective January 1, 2015, 39 TexReg 10446.</p>
E	<p align="center">State Requirements under Texas Education Agency Procedures (TEA)</p> <p><u>Special Education Shared Services Arrangement Procedures</u>. Revised January 16, 2013.</p>
F	<p align="center">State Regulations under TEA Texas Legal Framework for the Child-Centered Special Education Process</p> <p>Region 18 Education Service Center Website> Legal Framework IDEA 2004> Login> Framework Menu</p> <p>SSA Management Board-adopted Operating Guidelines are located on this state-maintained website, which details requirements necessary for compliance with federal and state laws, rules, regulations, interpretations, and case law for services to students with disabilities.</p> <p><u>Texas Legal Framework Website</u>.</p>
G	<p align="center">Board-Adopted Texas Association of School Boards (TASB) and Local Policies</p> <p>Policy EHBA-P (LEGAL) Special Programs, Special Education, Shared Services Arrangements 05/22/2015 and Policy EHBA-P (LEGAL) Special Programs, Special Education, Students in Nondistrict Placement, Update 05/11/2009</p> <p>The District may enter into a written contract to jointly operate its special education program. The contract must be approved by the Commissioner.</p> <p>Note: TASB and local policies of the Fiscal Agent district apply to DLSEC operations, unless otherwise specified in the SSA Agreement (Contract), Operating Guidelines, or other SSA Management Board adopted procedures that comply with federal or state requirements.</p> <p><u>Yoakum ISD Board Policy Manual</u></p>
H – Overview of Management Document with Operating Guidelines Part 2	
H	<p align="center">DLSEC Shared Services Arrangement Agreement/Contract (SSA-A)</p> <p>The left column in Part 2 contains the exact text of the SSA contractual agreement as adopted May 2014. The SSA Agreement was signed by the president of each Member District's Board of Trustees in May 2014. Each section in the left column is numbered (1-11). Some sections are divided by subsections identified by the section number, a period, and the subsection number. Subsequent SSA Agreement Amendments are identified as such and include the date of Board approval.</p>
	<p align="center">Operating Guidelines: SSA Management Board Developed</p> <p>Operating Guidelines are processes adopted by the SSA Management Board, as outlined in this Management Document with Operating Guidelines or amended through subsequent Board action/adoption. The SSA Agreement is divided by Section (1 - 11) and Subsection (1.1, 1.2; 2.1, 2.2, etc.). Each Operating Guideline is respectively numbered by Subsection and alphabetically (1.1A, 1.1B, 1.1C, etc.). Citations of and references to any specific federal or state statute and/or administrative regulation in the Management Document with Operating Guidelines include any amendment to or successor of that statute or regulation.</p>
	<p align="center">Operating Guidelines: The Texas Legal Framework for the Child-Centered Special Education Process</p> <p>All frameworks, procedures, and requirements as published on the current Texas Legal Framework for the Child-Centered Special Education Process website are adopted by reference by the SSA Management Board as DLSEC Operating Guidelines. The Director has been authorized to develop Support Documents to assure Operating Guidelines are implemented compliantly. Support documents shall include Management Implementation Guides and Service Implementation Guides, as described below, or other documents necessary to assure implementation, whether or not explicitly identified within the Management Document with Operating Guidelines.</p>

Verification Documents

Verification Documents identify sources that validate the implementation of each corresponding SSA Agreement and Operating Guidelines subsection. Board approval is not required for the Director to update or amend the lists of Verification Documents, and lists are not all inclusive.

Support Documents

The Director is responsible for developing implementation guides and/or processes, which do not require SSA Management Board approval. Support Documents are management and program guides, handbooks, manuals, or related paper and/or electronic documents to implement the SSA Agreement and Operating Guidelines and to assure efficient and effective SSA operations. Board approval is not required for the Director to update or amend the lists of Support Documents, and lists are not all inclusive. If Verification Documents are sufficient to validate implementation of Operating Guidelines, Support Documents are not listed. The two primary types of Support Documents are Management Implementation Guides, which detail general SSA operations, and Service Implementation Guides, which describe the SSA's processes to implement special education student service requirements.

Glossary of Abbreviations

Abbreviations Used within Management Document with Operating Guidelines

ADA	American Disabilities Act
ARD	Admission, Review, and Dismissal, typically referring to the process of decision-making for students with disabilities in a committee setting
CFR	Congressional Federal Record
DLSEC	DeWitt-Lavaca Special Education Cooperative
FAPE	Free Appropriate Public Education
GOALS	Multi-District Program entitled Giving Opportunities, Accelerating Learning, and Socialization
IDEA	Individuals with Disabilities Education Act
IEP	Individual Education Program
ISD	Independent School District
PEIMS	Public Education Information Management System
SSA	Shared Services Arrangement
TASB	Texas Association of School Boards
TAC	Texas Administrative Code
TEA	Texas Education Agency
TEC	Texas Education Code

PART 2

DLSEC Shared Services Arrangement Agreement, Introduction

Ezzell ISD, Hallettsville ISD, Meyersville ISD, Moulton ISD, Nordheim ISD, Nursery ISD, Shiner ISD, Sweet Home ISD, Vysehrad ISD, Westhoff ISD, Yoakum ISD, and Yorktown ISD ("member districts"), hereby agree to cooperatively operate their special education program under [sic] the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the DEWITT-LAVACA SPECIAL EDUCATION COOPERATIVE ("the Cooperative" or "Co-op"). Member districts agree that: {continued in left column, as follows}

1	SSA Agreement 1. General Covenants and Provisions	OG#	Operating Guideline	Verification Documents	Support Documents
1.1	<i>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.</i>	1.1 A	The DLSEC shall provide overall leadership and direction for the Member Districts in program planning for students with disabilities in conformity with federal law, regulations and guidance; state law and statutes; Texas Education Agency rules, guidance, and directives; the current Texas Legal Framework for the Child-Centered Special Education Process; and applicable case law. In addition, DLSEC leadership shall establish liaisons with agencies concerned with services for students with disabilities. A primary objective of the DLSEC is to develop and implement a systematic program to assure that public funds appropriated to locate, identify, evaluate, and educate children with disabilities serve the intended purpose.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments • Management Document with Operating Guidelines • Interagency Agreements • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides

		<p>1.1 B</p> <p>Unless otherwise adopted within the SSA Agreement or additional Board-adopted Operating Guidelines, implementation of all requirements and processes outlined in the current Texas Legal Framework for the Child-Centered Special Education Process, as posted on the Region 18 Education Service Center or other TEA-designated internet website(s), shall serve as the DLSEC's Operating Guidelines for Special Education management, organization, and student service delivery. The Texas Legal Framework for the Child-Centered Special Education Process shall serve as the foundation for development of Management Implementation Guides and/or Service Implementation Guides to assure a Free Appropriate Public Education to eligible students and to implement the Child-Centered Special Education Process in each Member District. See SSA Agreement/Operating Guidelines 1.1C, 3.2B, 3.2C, 3.2D, 5.3C, 5.3D, and 10.1B.</p>	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments • Management Document with Operating Guidelines • Texas Legal Framework for the Child-Centered Special Education Process • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
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		1.1 C	The DLSEC Director shall develop Management Implementation Guides and/or Service Implementation Guides to outline DLSEC procedures that assure compliant implementation of special education requirements and assure that the program structure and services provided meet the provisions outlined in the Texas Legal Framework for the Child-Centered Special Education Process and other applicable requirements. See SSA Agreement/Operating Guidelines 1.1B, 3.2B, 3.2C, 3.2D, 5.3C, 5.3D, and 10.1B.	<ul style="list-style-type: none"> • Management Document with Operating Guidelines • Texas Legal Framework for the Child-Centered Special Education Process • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
1.2	<i>1.2 The member districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.</i>	1.2 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	
1.3	<i>1.3 The Cooperative's administrative offices will be located in Yoakum, Texas.</i>	1.3 A	The Director shall maintain primary responsibility for the management of the DLSEC's administrative offices. See SSA Agreement/Operating Guidelines 4.2G. The Director shall develop Management Implementation Guides and/or Service Implementation Guides that outline DLSEC administrative and office operating procedures and comply with applicable requirements in the Texas Legal Framework for the Child-Centered Special Education Process and provisions in the Management Document with Operating Guidelines.	<ul style="list-style-type: none"> • Management Document with Operating Guidelines • Administrative records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Office Procedures • Service Implementation Guides

1.4	1.4 <i>The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20US-C § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; and the Cooperative operating guidelines approved by all members [sic] districts.</i>	1.4 A	Compliance shall be the joint responsibility of each Member District Superintendent, the respective Member District Boards of Trustees, and the Director. The DLSEC shall make available training and support information to assure that Member Districts inform all personnel of their responsibility for assuring compliance, including applicable requirements in the Texas Legal Framework for the Child-Centered Special Education Process and corresponding Management Implementation Guides and/or Service Implementation Guides.	<ul style="list-style-type: none"> • Member District correspondence and training documentation • DLSEC training and support materials • Student records • Financial and administrative records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		1.4 B	Per SSA Agreement/Operating Guidelines 11.9, unanimous agreement is required for amendments to SSA Agreement. A majority vote of a quorum of the SSA Management Board shall be required for approval of Operating Guidelines included in the Management Document with Guidelines. Legal policies adopted by the Fiscal Agent Board of Trustees through TASB or other adopted policy service(s) shall apply unless otherwise specified by the SSA Agreement, the Management Document with Operating Guidelines, the currently posted Texas Legal Framework for the Child-Centered Special Education Process requirements, or in situations in which the Fiscal Agent policy applies only to internal Fiscal Agent district operations. The SSA Management Board shall adopt TASB and Fiscal Agent Board policies applicable to special education program implementation though the adoption of the Management Document with Operating Guidelines. The Director and/or designee(s) shall annually or as needed review all SSA policies and procedures, present proposed revisions and/or additions to the SSA Management Board, and consistently update the Management Document with Operating Guidelines to reflect newly adopted guidelines resulting from SSA Management Board action. The Director and/or designee(s) shall assure access through electronic document posting and/or requested distribution of Management Document with Operating Guidelines.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Agreement and subsequent revisions or amendments • Fiscal Agent Board of Trustees policies • Management Document with Operating Guidelines 	
		1.4 C	The Director and/or designee(s) shall subscribe to legal services and consult with legal experts to assure implementation of applicable laws and regulations regarding special education and SSA operations. The DLSEC budget shall include funding for legal advisory services and counsel.	<ul style="list-style-type: none"> • Legal Services contracts or billing information • DLSEC budget 	

		1.4 D	The Director and/or designee(s) shall develop program guidelines and supporting documents necessary to assure policy implementation, including but not limited to Management Implementation Guides and/or Service Implementation Guides. The Director and/or designee(s) shall have primary responsibility for planning, development, operation and accountability of DLSEC programs. The Director and/or designee(s) shall initiate and provide training as necessary to assure efficient operation of the DLSEC and compliance with special education regulations. Periodically, the Director and/or designee(s) shall conduct formal and/or informal evaluation(s) regarding compliance, effectiveness, efficiency, and/or performance of the special education program and/or DLSEC operations.	<ul style="list-style-type: none"> • Training materials • Program evaluation(s) • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		1.4 E	The Director and/or designee(s) shall develop placement guidelines for Multi-District Programs, subject to SSA Management Board approval. Operating procedures for the campus and district in which the Multi-District Program is located shall apply unless otherwise approved by the SSA Management Board or designated by the Director in the Management Implementation Guides or Service Implementation Guides. All Multi-District Program placements shall comply with federal and state regulations related to students with disabilities, including requirements for placement in the Least Restrictive Environment, commensurate school day, and other applicable requirements in the Texas Legal Framework for the Child-Centered Special Education Process. The Director shall provide applicable training for Multi-District Program staff that may include but is not limited to Nonviolent Crisis Intervention (NCI) methods and/or Satori Alternative to Managing Aggression (SAMA). See SSA Agreement/Operating Guidelines 8.1B, 8.1C, 9.2A, and 9.2B.	<ul style="list-style-type: none"> • Multi-District Program placement and program records • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ▸ Multi-District Program • Service Implementation Guides
		1.4 F	Video surveillance of students with disabilities, as required under state law and regulations, may be conducted in applicable member district special education classrooms and in DLSEC Multi-District Classes located in the Fiscal Agent District. For classrooms in member district facilities managed by the member district, that member district's policies, procedures, and guidelines will apply. For Multi-District Classrooms in Fiscal Agent district facilities managed by the DLSEC, the Fiscal Agent district's policies will apply. The DLSEC Director shall develop and implement guidelines for management of the video surveillance process within Multi-District Classrooms, including the procedures for requesting video surveillance.	<ul style="list-style-type: none"> • Multi-District Program placement and program records • Management Implementation Guides • Service Implementation Guides 	<ul style="list-style-type: none"> • Management Implementation Guides: <ul style="list-style-type: none"> ▸ Multi-District Program ▸ Student Records • Service Implementation Guides

1.5	1.5 Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.	1.5 A	Upon mutual agreement by the SSA Management Board, SSA Management Board Chairperson and the Director that provisions within the current SSA Agreement conflict with compliance implementation or efficient DLSEC operations, the SSA Management Board Chairperson shall include a discussion item on the next SSA Management Board meeting agenda or may request a called meeting if a more immediate response is deemed necessary.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Agreement and subsequent revisions or amendments • Management Document with Operating Guidelines 	
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2	SSA Agreement 2. Management	OG#	Operating Guideline	Verification Documents	Support Documents
2.1	2.1 <i>The Cooperative will be governed by a management board (the "Co-op Board") composed of the superintendents of the member districts. Each superintendent or the superintendent's designee shall attend the regularly scheduled Co-op Board meetings. Superintendents shall keep their respective member district boards advised of Co-op Board actions.</i>	2.1 A	<p>Member District Superintendents shall provide to the Director documentation necessary for fiscal and administrative compliance, including the record of actions and discussions by their respective Boards of Trustees relevant to DLSEC decision-making and/or operations. Members of the SSA Management Board shall provide written and/or electronic signatures needed for timely completion and submission of required federal and state reports.</p> <p>See SSA – A 2.4 Regularly is defined as quarterly.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Minutes from Member Districts' Boards of Trustees • Signed reports 	
2.2	2.2 <i>The superintendent of the Fiscal Agent, Yoakum ISD, will serve as chairperson of the Co-op Board. The special education director will serve as secretary of the Co-op Board. The secretary will record and prepare minutes of each Co-op Board meeting. The Co-op Board may elect a different chairperson by a majority vote of the Co-op Board.</i>	2.2 A	<p>The SSA Management Board shall keep a record of all meetings. Minutes of the Board meetings shall serve as the official record of decisions and proceedings. The Director, as SSA Management Board secretary, shall prepare the agenda and assure documentation of all proceedings and decisions. The Director may record the minutes or delegate the responsibility to a staff member, unless otherwise specified by SSA Management Board action. Documentation of Executive Session proceedings in which the Director is not in attendance, if required by law, shall be the responsibility of the SSA Management Board Chairperson or designee. All members shall receive a copy of SSA Management Board Minutes in paper and/or electronic format no later than thirty business days following each meeting. The Director and/or designee(s) shall maintain the record in electronic and/or paper format.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes 	
		2.2 B	<p>The DLSEC Management Document with Operating Guidelines and/or related documents shall be updated or revised by the Director and/or designee(s) to reflect procedures and guidelines adopted by the SSA Management Board no later than thirty business days following the meeting in which decisions were made.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Management Document with Operating Guidelines 	<ul style="list-style-type: none"> • Management Implementation Guides • Service Implementation Guides
2.3	2.3 <i>Actions shall require the approval of a majority of a quorum of the Co-op Board.</i>	2.3 A	<p>SSA Superintendents shall serve as voting members of the SSA Management Board. Each SSA Management Board member shall attend each meeting or send a representative. Unless extenuating circumstances exist, any member who is unable to attend shall notify the SSA Management Board Chairperson and Director a minimum of three days before the meeting that the member will be absent and whether a non-voting representative will attend. The SSA Management Board by majority vote of a quorum may determine whether voting by proxy is allowable.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence 	

		2.3 B	SSA Management Board meetings for which it is determined at least two days in advance that a quorum will not be present are subject to cancellation at the discretion of and joint agreement by the SSA Management Board Chairperson and Director. Each member shall receive phone/text and electronic notice of meeting cancellation. Rescheduling shall also be at the discretion of and joint agreement by the SSA Management Board Chairperson and Director.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes 	
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		2.3 C	Upon mutual agreement of the SSA Management Board Chairperson and Director, called or rescheduled SSA Management Board meetings may be convened remotely through technology, if all Member Districts have the technological capability to attend. Priority shall be given to methods that utilize both audio and video capabilities.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes 	
2.4	<i>2.4 The Co-op Board shall meet quarterly on dates agreed upon by the superintendents for conducting and reviewing the administration and operation of the shared services arrangement.</i>	2.4 A	The Director, SSA Management Board Chairperson, and Member District Superintendents will collaboratively determine quarterly meeting dates, based upon members' availability in each designated month.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes 	
		2.4 B	The Director or any Member District Superintendent may request a special purpose meeting ("called" meeting). Meeting requests shall be submitted in written or electronic format to the Director and SSA Management Board Chairperson. Special purpose meetings shall be held if a majority of SSA Management Board members agrees verbally or in writing or as otherwise designated in the Management Document with Operating Guidelines. The Director and/or SSA Management Board Chairperson may call other special purpose meetings if required by law or other mandatory action.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence 	
2.5	<i>2.5 The Co-op Director, on behalf of the Co-op Board, may purchase goods and services necessary to administer and operate the Co-op as deemed appropriate in his discretion as necessary to ensure compliance with applicable federal and state laws.</i>	2.5 A	The Director is charged with the primary responsibility for the development and management of DLSEC budgets. See SSA Agreement/Operating Guidelines 6.1. In addition to procedures adopted in the Management Document with Operating Guidelines, implementation of all requirements and processes as published online in the current Texas Legal Framework for the Child-Centered Special Education Process related to fiscal matters shall serve as DLSEC Operating Guidelines, supported by applicable Management Implementation Guides and/or Service Implementation Guides developed by the Director. All budgets and expenditures shall comply with applicable requirements in the Texas Legal Framework for the Child-Centered Special Education Process. Applications for and expenditures of DLSEC funds shall adhere to currently applicable TEA guidance, assurances, and standards. DLSEC budgets shall follow the structure, format, and procedures outlined in TEA Financial Accountability standards. The Director and/or designee(s) shall implement budgeting procedures in compliance with state and federal guidelines.	<ul style="list-style-type: none"> • DLSEC budgets • DLSEC financial records • Management Document with Operating Guidelines 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Human Resources › Office Procedures • Service Implementation Guides
2.6	<i>2.6 Additional powers and duties of the Co-op Board shall be determined by Co-op operating guidelines. Any Shared Services Arrangement operating guidelines that are inconsistent with the provisions contained herein shall be deemed null and void.</i>	2.6 A	Should the Director or any Member District Superintendent determine that a SSA Management Board-adopted Operating Guidelines might conflict with provisions of the SSA Agreement, the person making the determination shall notify the Director and SSA Management Board Chairperson in writing. If the Director and SSA Management Board Chairperson jointly determine that a potential conflict may exist between the adopted Operating Guidelines and the SSA Agreement, the SSA Management Board Chairperson shall place a discussion item on the next SSA Management Board meeting agenda.	<ul style="list-style-type: none"> • SSA Agreement and Amendments • Management Document with Operating Guidelines • SSA Management Board agenda and/or minutes 	

2.7	<p><i>2.7 The SSA Board may by a majority vote of all member districts, revoke the membership of a Member District for non-compliance with the terms of the Agreement, or for non-compliance with the policies and procedures the SSA. Disposition of property shall be governed by Section 5.4. The Texas Education Agency time lines shall govern the effective dates of the reconfiguration.</i></p>	<p>2.7 A Any SSA Management Board member seeking a request for revocation of membership of a Member District shall first notify the Director and SSA Management Board Chairperson in writing, stating the specific reasons for the request. Prior to placing a discussion item on a SSA Management Board meeting agenda, the SSA Management Board Chairperson shall assure implementation of SSA Agreement/Operating Guidelines 10.6 related to using mediation for dispute resolution. If an item to discuss revocation of membership is placed on an upcoming SSA Management Board agenda, the SSA Management Board Chairperson shall notify the Member District Superintendent and the president of the Board of Trustees of the Member District being considered for revocation in writing at least five business days before the meeting.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Dispute resolution and/or mediation documentation • TEA consent documentation as required • Applicable correspondence 	
2.8	<p><i>2.8 Upon written request from an accredited independent school district, the Board by a unanimous vote may add other SSA members. Each district's board of trustees must vote to approve the membership. The Director shall obtain consent by the Texas Education Agency if required.</i></p>	<p>2.8 A A district seeking membership in the SSA shall submit a written request to the Fiscal Agent Superintendent, with a copy to the Director and to the SSA Management Board Chairperson, if different from the Fiscal Agent Superintendent. The SSA Management Board Chairperson, Fiscal Agent Superintendent, and Director may meet with personnel from the potential Member District to gather information and determine viability for presentation to the SSA Management Board. The Fiscal Agent Superintendent, SSA Management Board Chairperson, and Director may provide information jointly and/or separately to SSA Management Board members regarding the request for membership. The SSA Management Board Chairperson shall notify Member Districts and either place the item on the agenda of the next SSA Management Board meeting or call an SSA Management Board meeting.</p> <p>School districts seeking membership in the SSA must be approved unanimously by the entire SSA Management Board (See 5.7). If unanimous vote has been obtained, the notice will include procedures for obtaining approval from SSA Member District Boards of Trustees. The Director shall obtain legal counsel to update the SSA Agreement, which also requires approval by each Member District's Board of Trustees. The Director shall collaborate with the Fiscal Agent Superintendent, SSA Management Board Chairperson, and joining district Superintendent to submit required documentation to TEA. The SSA Management Board Chairperson, Fiscal Agent Superintendent, and Director may implement membership procedures with the joining district prior to approval by all SSA Management Boards of Trustees and receipt of approval from TEA. See SSA Agreement/Operating Guidelines 5.7 for additional guidelines.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • Minutes and signatures from Member Districts' Boards of Trustees • TEA consent documentation as required 	

3	SSA Agreement 3. Personnel	OG#	Operating Guideline	Verification Documents	Support Documents
3.1	<p><i>3.1 The chief administrator of the Cooperative will be the Special Education Director ("Director" or "Co-op Director"), who will be recommended for employment to the board of trustees of the Fiscal Agent district by the Co-op 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 of the instructional program and approved budgeted expenditures are within the authority of the Director consistent with Fiscal Year June 30th to July 1st. The GOALS and Multi-district programs shall be housed within the District of the Fiscal Agent and shall be under the Director's leadership and supervision. Co-op Board operating guidelines will determine the extent of the administrative authority and contractual power of the Director.</i></p> <p><i>Daily operations may include, but are not limited to:</i></p> <ul style="list-style-type: none"> ▶ <i>Director has the authority to evaluate the compliance, [sic] and effectiveness of the Special Education Programs of any member district. Member Districts agree to cooperate with the Director's review of the program.</i> ▶ <i>Director has the authority to review any TEA complaints,</i> 	3.1 A	Should a vacancy occur for the position of DLSEC Director, the Fiscal Agent Superintendent shall solicit applications for a replacement. The Fiscal Agent Superintendent, in collaboration with the SSA Management Board Chairperson in the event the SSA Management Board has elected a different SSA Management Board Chairperson under SSA Agreement 2.2, shall review applications and provide information on eligible candidates to SSA Management Board members. The SSA Management Board by majority vote of a quorum shall determine processes for interview, make recommendations for employment by the Fiscal Agent Board of Trustees, approve contract renewal, take other contract actions, and determine the Director's salary and increases. Fiscal Agent personnel policies apply unless otherwise specified by the SSA Agreement, or the Management Document with Operating Guidelines, within the limitations allowed by law.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Director's contract • Fiscal Agent personnel policies • Fiscal Agent employment records • Management Document with Operating Guidelines • Applicable correspondence 	
		3.1 B	Each SSA Management Board member shall provide input into the Director's annual performance review. The Fiscal Agent Superintendent shall solicit this input in a consistent, written/electronic format; complete a composite review/annual evaluation; and conduct an evaluation conference. The Director's composite review/annual evaluation shall reflect input from the SSA Management Board members. The Director, at his/her discretion, may meet with individual SSA Management Board members regarding the performance review. If the composite review conflicts with or is not reflective of members' input, the Director may request that a discussion of the evaluation be placed on an SSA Management Board meeting agenda.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Director's contract • Fiscal Agent personnel policies and records • Applicable correspondence • Director's annual performance review 	
		3.1 C	The Director shall develop Management Implementation Guides and/or Service Implementation Guides that outline administrative procedures for operation of the DLSEC, including the instructional program and budgeting. The Management Implementation Guides and Service Implementation Guides shall delineate how the requirements in the Texas Legal Framework for the Child-Centered Special Education Process and SSA Operating Guidelines are to be implemented in DLSEC. Each Member District Superintendent and/or designee(s) is responsible for assuring program implementation in his/her respective district.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Fiscal Agent personnel records, reports, and related documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ▶ Fiscal Practices ▶ Human Resources ▶ Office Procedures • Service Implementation Guides

<p><i>requests for due process hearings, and OCR complaints, which are related to any member district of the Co-op.</i></p> <p>► <i>Director has discretion to slow funds as necessary to Co-op programs for insuring efficient operation of the Co-op and ensuring compliance with federal and state law.</i></p>	<p>3.1 D</p> <p>The Director and/or designee(s) shall determine personnel needs, including support; clerical; Giving Opportunities, Accelerating Learning, and Socialization (GOALS); Multi-District Programs; and itinerant DLSEC staff. The Director shall recommend employment and release from employment for DLSEC staff in accordance with Fiscal Agent policies, unless otherwise specified by the SSA Management Board. Policies of the Fiscal Agent shall apply to all DLSEC personnel matters not otherwise specified by SSA Management Board policy.</p> <p>The Fiscal Agent shall maintain personnel records, including service records. The Fiscal Agent shall prepare and submit all required personnel reports and related documentation. Fiscal Agent policies, procedures, and practices in addition to all requirements published online in the current Texas Legal Framework for the Child-Centered Special Education Process and supported by DLSEC Management Implementation Guides and/or Service Implementation Guides related to personnel serve as DLSEC Operating Guidelines.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Fiscal Agent personnel records, reports, and related documentation • Fiscal Agent Board policies 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ► Human Resources • Service Implementation Guides
	<p>3.1 E</p> <p>The Director and/or designee(s) shall have the authority to execute consultant and other service contracts to implement compliant practices, evaluate program effectiveness, and/or provide technical assistance or other services needed to assure efficient DLSEC operations. The Director and/or designee(s) shall assure that required standards are met in contracts, invoices, and payments. See SSA–A/Operating Guidelines 4.5A.</p>	<ul style="list-style-type: none"> • DLSEC contracts, invoices, and related documentation • DLSEC budgets 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ► Human Resources ► Fiscal Practices • Service Implementation Guides
	<p>3.1 F</p> <p>The Director and/or designee(s) shall develop and recommend to the SSA Management Board centralized instructional programs to meet the needs of students with significant learning and/or emotional/behavioral challenges to serve children from Member Districts in a single location. These Multi-District Programs shall include Giving Opportunities, Accelerating Learning, and Socialization (GOALS) and Multi-District Classrooms (MDCs).</p> <p>The Director and/or designee shall develop Management Implementation Guides and/or Service Implementation Guides to outline the implementation procedures for all Multi-District Programs. The Director shall assign staff to provide onsite supervision of Multi-District Programs and assure collaboration between DLSEC Multi-District Programs and Member District campuses on which they are housed.</p>	<ul style="list-style-type: none"> • Multi-District Program Documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ► Multi-District Program • Service Implementation Guides

		3.1 G	<p>The Fiscal Agent district shall provide facilities for Multi-District Programs that are comparable to other district instructional programs. In addition, facilities shall provide adaptations necessary to assure that Multi-District Program students receive a Free Appropriate Public Education in accordance with each student's Individualized Education Program. The Director and Fiscal Agent Superintendent shall collaboratively determine if facilities are appropriate to ensure provision of Free Appropriate Public Education and implementation of IEPs. The Director may request that a discussion item be placed on the agenda at a SSA Management Board meeting if he/she determines that facilities may not meet Free Appropriate Public Education or Individualized Education Program standards.</p>	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes • Facility descriptions 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides
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		3.1 H	The Director and/or designee(s) shall request documentation related to program review, compliance, complaints, and/or hearings through written and/or electronic correspondence. Member Districts shall provide copies of and/or access to documents in a timely manner, no later than ten business days after the receipt of such request, unless otherwise negotiated with the Director.	<ul style="list-style-type: none"> • Applicable correspondence • Program review report(s) • Complaint or hearing documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		3.1 I	The Director shall provide written and/or electronic notice to all Member Districts in a timely manner if funds will be slowed or redirected for DLSEC compliance or efficiency no later than thirty (30) calendar days prior to the action unless otherwise agreed upon by a majority vote of the SSA Management Board or extenuating circumstances exist.	<ul style="list-style-type: none"> • Applicable correspondence • DLSEC budget and finance documentation • SSA Management Board agenda and minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides
3.2	<i>3.2 The Director shall serve as Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act.</i>	3.2 A	The Director and/or designee(s) shall maintain all DLSEC public records within the parameters set forth in the Texas Public Information Act, the Local Government Records Act, and Fiscal Agent Board Policy Manual(s). The Director shall respond to Freedom of Information Act or similar requests for any records developed and maintained by the DLSEC within the timelines and parameters prescribed in the applicable law. For requests made to the DLSEC for records that are the responsibility of Member Districts, the Director will forward such requests to the Superintendent of the applicable Member District in a timely manner-no later than one business day after the determination that the Member District has responsibility.	<ul style="list-style-type: none"> • Records requests and documentation • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records • Service Implementation Guides

		3.2 B Each Member District Superintendent shall assume primary responsibility for auditable (“official”) special education student records for all students enrolled in or withdrawn from the respective Member District, including compliance with all applicable federal or state laws, rules, regulations, and applicable judicial renderings. The Director or designee(s) may maintain a duplicate complete or partial (“unofficial”) record in paper or electronic format at the DLSEC offices. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2C, 3.2D, 5.3C, 5.3D, and 10.1B.	<ul style="list-style-type: none"> • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records • Service Implementation Guides
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		3.2 C	All requirements as published online in the current Texas Legal Framework for the Child-Centered Special Education Process related to student records serve as DLSEC Operating Guidelines. The Director and/or designee(s) shall develop Management Implementation Guides and/or Service Implementation Guides to assure efficient implementation of Operating Guidelines. All auditable records shall comply with Texas Legal Framework for the Child-Centered Special Education Process requirements and Management Implementation Guides/Service Implementation Guides. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2B, 3.2D, 5.3C, 5.3D, and 10.1B.	<ul style="list-style-type: none"> • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records • Service Implementation Guides
		3.2 D	As primary custodian for each student's auditable special education file, each Member District Superintendent and/or designee(s) shall respond to all requests for student records per prescribed timelines and other requirements. Member District Superintendents shall designate staff members responsible for transmission of student records within the state's electronic systems and for responding to other records requests for electronic and paper transmission. Release of special education records shall comply with FERPA and other confidentiality standards, including provision of required training. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2B, 3.2C, 5.3C, 5.3D, and 10.1B.	<ul style="list-style-type: none"> • Records release requests and documentation • Training documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records • Service Implementation Guides
3.3	<i>3.3 Co-op personnel, which may include – the Director, Administrative Support Assessment Field Consultants, Educational Diagnosticians, Licensed Specialist in School Psychology Interns/Trainees, Licensed Specialist in School Psychology, Licensed Specialist in School Psychology Supervisor, Vocational Assessment-Job</i>	3.3 A	For all DLSEC staff positions, the Director and/or designee(s) shall develop and maintain job descriptions, including job responsibilities and duties. The Director and/or designee(s) shall verify that all personnel meet applicable certification and/or licensure requirements for their positions. DLSEC staff shall meet all requirements related to personnel as published online in the current Texas Legal Framework for the Child-Centered Special Education Process, which are adopted as DLSEC Operating Guidelines.	<ul style="list-style-type: none"> • DLSEC Job Descriptions • DLSEC personnel records and performance evaluations • Applicable correspondence • Fiscal Agent human resource records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides

<p><i>Coach /Student Support, Speech Language Pathologist Interns, Speech –Language Pathologists, VI/O&M/AT Multi-District Coordinator, Physical Therapists, Speech Assistants, Occupational Therapists, Occupational Therapist Assistants, Recreational Therapists/Adaptive PE, Counselors, Behavioral Consultants, Computer Technology Specialist /Management Information Services (MIS), Custodians, Teachers and Paraprofessionals—and Co-op 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. All personnel of the member districts, including any independent contractors, are subject to Co-op operating guidelines. The Director shall provide recommendations to the Management Board regarding any Co-op personnel who seek to be released from their contract during the fiscal year [sic] The Director shall also make recommendations annually to the Management Board regarding</i></p>	<p>3.3 B</p>	<p>The Director and/or designee(s) shall make duty assignments for all DLSEC staff, may include percent of time allocated to each Member District and/or campus. DLSEC personnel shall follow the calendar of the Fiscal Agent unless otherwise approved or recommended by the Director.</p>	<ul style="list-style-type: none"> • Applicable correspondence • Fiscal Agent and Member District calendars • Duty rosters 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
	<p>3.3 C</p>	<p>The Director and/or designee(s) shall complete annual performance evaluations for all DLSEC staff. See SSA Agreement/Operating Guidelines 3.8A and 3.8B. Member District personnel shall respond to requests for input about staff performance in a timely manner and may provide input to the Director about staff performance at any time.</p>	<ul style="list-style-type: none"> • DLSEC personnel records and performance evaluations • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
	<p>3.3 D</p>	<p>The Director and/or designee(s) shall develop and distribute Management Implementation Guides and/or Service Implementation Guides for DLSEC personnel procedures. These materials shall outline roles, responsibilities, support, and management systems not addressed in Fiscal Agent personnel policies, the SSA Agreement, the Texas Legal Framework for the Child-Centered Special Education Process, or Management Document with Operating Guidelines.</p>	<ul style="list-style-type: none"> • Fiscal Agent Board policies • SSA Agreement • Management Document with Operating Guidelines • Personnel records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides

<p><i>the number and type of personnel required to adequately staff the Co-op Programs. The Fiscal Agent may consider recommendations from the Management Board when employing Co-op personnel, but retains final hiring and termination authority regarding employment of Co-op personnel.</i></p>	<p>3.3 E</p>	<p>The Fiscal Agent shall accept applications for employment in DLSEC staff positions and forward these to the Director for review. The Director and/or designee(s) shall be responsible for reviewing applications and selecting candidates to consider for employment. The Director and/or designee(s) shall conduct interviews and related activities. The Director shall recommend hiring of eligible candidates to the SSA Management Board and/or Fiscal Agent Superintendent and/or designee(s). The Director and/or designee(s) may notify selected and approved candidates that a job offer is forthcoming. Upon approval, the Fiscal Agent shall issue job offers and contracts in a timely manner. The Fiscal Agent shall be responsible for obtaining and verifying personnel records necessary for employment.</p>	<ul style="list-style-type: none"> • Fiscal Agent Board policies • Applications and employment records • Applicable correspondence • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
	<p>3.3 F</p>	<p>If a professional DLSEC staff member request release from a contract, the Director shall place the item on the agenda for the next SSA Management Board meeting. If the staff member requests release prior to the next meeting, the Director may communicate recommendations to the SSA Management Board through electronic and/or paper means. Member District Superintendents may indicate their approval or disapproval via electronic and/or paper means.</p>	<ul style="list-style-type: none"> • Fiscal Agent Board policies • Fiscal Agent applications • Personnel records • Applicable correspondence • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
	<p>3.3 G</p>	<p>The Director shall place an agenda item to discuss recommendations for adequate personnel staffing at the quarterly SSA Management Board meeting prior to the development of or concurrent with budget recommendations for the following fiscal year. The Director may provide information to and/or discuss these recommendations with SSA Management Board members prior to the meeting. The Director may also request that a discussion item be placed on the SSA Management Board meeting agenda at other times should he/she deem the discussion necessary.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides

		<p>3.3 H</p> <p>The Fiscal Agent Superintendent shall consider Director input and recommendations, SSA Management Board deliberations and recommendations, annual DLSEC personnel evaluations, and information provided by Member Districts in making employment decisions.</p> <p>Should the Fiscal Agent hire, fail to hire, or terminate any DLSEC personnel in opposition to a recommendation approved by majority vote of a quorum of the SSA Management Board, the Fiscal Agent shall notify Member Districts and the Director in written and/or electronic formats.</p> <p>Upon written request from the Director or a Member District Superintendent, the Fiscal Agent and/or designee(s) shall provide a written explanation/justification for any hiring, nonrenewal, or termination decisions that conflict with Director recommendations supported by a majority vote of a quorum of the SSA Management Board or other SSA Management Board decision(s). The Fiscal Agent Superintendent and/or designee(s) shall provide the response in a timely manner, no later than fifteen (15) business days after receipt.</p> <p>If a subsequent legal ruling determines that the Fiscal Agent acted without just cause in termination, nonrenewal, or other employment matters, acted in a discriminatory manner, did not provide appropriate due process, violated its own policies or law, or received similar findings of fault, the SSA Management Board may determine by majority vote of a quorum proportionate responsibility for the legal costs incurred.</p>	<ul style="list-style-type: none"> • Fiscal Agent Board policies • Personnel records • Legal records • SSA Management Board agenda and/or minutes • Litigation documents • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> ➢ Human Resources • Service Implementation Guides
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3.4	<i>3.4 The Co-op reserves the right to adopt an annual salary schedule for Co-op personnel including the Director, that will supersede any salary schedule adopted by the Fiscal Agent. Should said right be exercised, the Fiscal Agent shall adopt the Co-op salary schedule for the employment of itinerant and/or Co-op personnel. Such option shall be exercised no less than thirty (30) days prior to the date on which the Fiscal Agent adopts its salary schedule.</i>	3.4 A	The Fiscal Agent Superintendent and/or designee(s) shall notify each Member District Superintendent and the Director in writing at least forty-five (45) business days prior to the anticipated adoption date of new salary schedule(s) that include(s) a significant change, defined as an increase or decrease greater than five percent (5%) from the current schedule(s).	<ul style="list-style-type: none"> • Current and/or proposed salary schedule(s) • Applicable correspondence 	<ul style="list-style-type: none"> • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources
		3.4 B	Benefits as designated by the Fiscal Agent Board of Trustees shall apply to DLSEC staff. However, the SSA Management Board may adopt and offer additional benefits for DLSEC staff.	<ul style="list-style-type: none"> • Fiscal Agent Board-adopted benefits plan • SSA Management Board-adopted benefits plan • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
		3.4 C	The SSA Management Board may approve supplemental pay and/or financial incentives to retain personnel in DLSEC positions, including Multi-District Program staff. A majority vote of a quorum of the Board is required to adopt or discontinue supplemental pay.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources › Fiscal Practices
3.5	<i>3.5 Member district employment contracts subject to this Agreement shall incorporate by reference Co-op operating guidelines and each member district employee shall be provided with access to Co-op operating guidelines. Member districts shall provide copies of their form contracts which incorporate Co-op operating guidelines to the Fiscal Agent before such contracts are issued to member district personnel.</i>	3.5 A	Member Districts shall provide the Fiscal Agent with copies of each applicable contract form at least thirty (30) calendar days before any contract using the form is executed. The Fiscal Agent Superintendent and/or designee(s) shall provide the Director with a copy within fifteen (15) calendar days after receipt from the Member District.	<ul style="list-style-type: none"> • Member District contract forms 	
		3.5 B	Member Districts continuing with the same contract form(s) in a subsequent year may submit a written assurance notice to the Fiscal Agent Superintendent that contract forms on file are current. Member Districts must submit either the assurance notice or updated contract forms on an annual basis no later than June 15, or earlier if warranted to comply with the provisions of SSA Agreement 3.5. The Fiscal Agent Superintendent and/or designee(s) may develop a prescribed form for the assurance notice.	<ul style="list-style-type: none"> • Member District contract forms • Signed assurance notices 	

		<p>3.5 C</p> <p>Member District Superintendents and/or their designee(s) shall notify all special education Member District employees of the responsibility to comply with DLSEC guidelines, processes, and directives. Member Districts shall also fully inform all staff of special education requirements, including Operating Guidelines as designated in the Management Document with Operating Guidelines, the Texas Legal Framework for the Child-Centered Special Education Process, and the corresponding Management Implementation Guides and/or Service Implementation Guides developed to assure compliant implementation. Member Districts shall assure that personnel provide all services for students with disabilities as designated in the student's Individualized Education Program.</p>	<ul style="list-style-type: none"> • Member District staff training documentation and correspondence • Student Individual Education Programs (IEPs) and implementation documents 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
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3.6	<i>3.6 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the district with whom the employee has a contract.</i>	3.6 A	DLSEC staff, as employees of the Fiscal Agent, shall adhere to grievance and appeals processes of the Fiscal Agent, as described on the Fiscal Agent Board of Trustees' policies. The Fiscal Agent Superintendent and/or designee(s) shall collaborate with the Director on personnel matters involving grievance, termination, nonrenewal, and related appeals. DLSEC Management Implementation Guides and/or Service Implementation Guides related to personnel shall describe procedures to access the Fiscal Agent personnel grievance and other policies.	<ul style="list-style-type: none"> • Fiscal Agent Board policies • Applicable correspondence • Personnel records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
3.7	<i>3.7 Personnel who provide special education services but who are employed by a member district and serve under contract with that district are subject to all of the policies of that district, including all personnel policies, including those governing leave and other benefits, as well as to all Co-op policies. The Management Board may provide input on the employment of such personnel of the member districts, but the individual member districts retain final hiring and termination authority regarding their respective employees.</i>	3.7 A	For special education personnel employed by a SSA Member District, the district of employment shall develop and maintain job descriptions, including position responsibilities. The employing district shall assure that all personnel assigned in special education positions hold required certification and/or licensure and are appropriately trained for duties as assigned. All requirements in the current Texas Legal Framework for the Child-Centered Special Education Process related to personnel serve as DLSEC Operating Guidelines for this provision and are applicable in Member Districts' personnel matters. The employing district's salary schedule shall apply to any special education personnel employed by a Member District and they shall comply with applicable content in the SSA's Management Implementation Guides and/or Service Implementation Guides related to personnel matters.	<ul style="list-style-type: none"> • Member District employment records • Member District salary schedules 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
		3.7 B	The employing district is responsible for the annual evaluation of its special education staff. If requested, the Director and/or designee(s) shall provide personnel input to Member District Superintendents and/or their designee(s), including staffing recommendations, job performance reporting, and other matters. The Director and/or a qualified designee may serve as a second evaluator on performance evaluations if requested and allowable under Member District policies.	<ul style="list-style-type: none"> • Member district policies and procedures • Member District employment records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides

3.8	<i>3.8 Co-op personnel shall be evaluated pursuant to the evaluation policies and procedures of the Fiscal Agent. However, each member district shall have the right to provide appropriate input into the evaluation process concerning Co-op personnel performance of duties related to each member district.</i>	3.8 A	The Director and/or designee(s) shall develop and implement a method to obtain input from Member District Superintendents and/or their designees regarding job performance and other personnel matters for DLSEC staff assigned to their district. Member District staff shall provide requested input in a timely manner. See SSA Agreement/Operating Guidelines 3.3C and 3.8B.	<ul style="list-style-type: none"> • Applicable correspondence • Personnel evaluations and related records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
		3.8 B	The Director and/or designee(s) is responsible for completing annual performance evaluations for all DLSEC staff. In cases in which performance ratings by the Director and the Member District input are significantly discrepant, either party may provide additional written documentation to support the performance determination. The Director may present all findings to the SSA Management Board for discussion and recommendations. See SSA Agreement/Operating Guidelines 3.3C and 3.8A.	<ul style="list-style-type: none"> • Applicable correspondence • Personnel evaluations and related records • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides

4	SSA Agreement 4. Fiscal Agent	OG#	Operating Guideline	Verification Documents	Support Documents
4.1	4.1 <i>YOAKUM INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. YOAKUM INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.</i>	4.1 A	The Fiscal Agent Superintendent shall call a SSA Management Board meeting if a change in accreditation status or grade offerings is anticipated.	<ul style="list-style-type: none"> • Fiscal Agent Board of Trustees agenda and/or minutes • Applicable correspondence • SSA Management Board agenda and/or minutes • TEA district information 	
4.2	4.2 <i>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 Co-op Board. The Fiscal Agent shall provide accounting services, reports, Co-op records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Co-op operating guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.</i>	4.2 A	The Fiscal Agent shall maintain documentation for all jointly held physical and fiscal assets purchased for the DLSEC. The Director and/or designee(s) shall create Management Implementation Guides and/or Service Implementation Guides that delineate the management of the physical assets, including an inventory tracking system.	<ul style="list-style-type: none"> • Fiscal Agent financial and banking records • DLSEC asset inventories 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Materials and Equipment • Service Implementation Guides
		4.2 B	As SSA Management Board members, districts retain proportional rights to acquired assets, including rights to all intellectual property held by the SSA, subject to the provisions and limitations described in the SSA Agreement and Management Document with Operating Guidelines.	<ul style="list-style-type: none"> • SSA Agreement membership list • Fiscal Agent and DLSEC inventories 	
		4.2 C	The Fiscal Agent Superintendent and/or designee(s) shall provide financial information as requested by the Director for budget development and management. The Director shall receive a written or electronic copy of all reports filed with state or federal agencies and all audit information relating to the DLSEC within ten business days of submission or receipt. The Director and Fiscal Agent Superintendent shall be jointly responsible for providing timely financial information to the SSA Management Board. All requirements as published online in the current Texas Legal Framework for the Child-Centered Special Education Process related to fiscal matters serve as additional DLSEC Operating Guidelines, supported by Management Implementation Guides and/or Service Implementation Guides developed by the Director.	<ul style="list-style-type: none"> • Fiscal Agent financial records • Federal and state financial reports • SSA Management Board agenda and/or minutes • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides

		4.2 D	The Director and/or designee(s) shall provide information requested by the Fiscal Agent Superintendent and/or designee(s) to assure the accurate and timely completion and submission of reports.	<ul style="list-style-type: none"> Submitted fiscal reports Applicable correspondence 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides
		4.2 E	Member District Superintendents shall be responsible for monitoring the status of their respective district's Maintenance of Effort (MOE) and for meeting the state's standards for maintaining consistent funding levels. See SSA–A/Operating Guidelines 5.6A and 5.6B.	<ul style="list-style-type: none"> TEA reports Applicable correspondence 	
		4.2 F	Member Districts shall comply with federal funding mandates, including expenditures for students with disabilities to supplement rather than supplant and similar requirements.	<ul style="list-style-type: none"> Fiscal reports Applicable correspondence Purchase Orders 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides
		4.2 G	The Fiscal Agent shall provide an administrative and support staff facility for the DLSEC that is comparable to other office facilities in the Fiscal Agent district and appropriate for accomplishing DLSEC tasks and duties. The Fiscal Agent may charge a rental fee at a rate that is comparable to or less than the average amount for office rental property within the DLSEC. The SSA Management Board shall approve the rental agreement and any rate change.	<ul style="list-style-type: none"> Rental agreement and rate SSA Management Board agenda and/or minutes 	

		<p>4.2 H</p> <p>SSA has the right to employ personnel to handle light duty maintenance. SSA submits work orders to Fiscal Agent maintenance department for building improvements, repairs and upkeep to be fulfilled in keeping with other Fiscal Agent district facilities. The Fiscal Agent shall respond to all maintenance requests in a timely manner. For ongoing or unresolved maintenance issues, the Director may request that a discussion item be placed on the SSA Management Board agenda and/or contact SSA Management Board members.</p>	<ul style="list-style-type: none"> • Fiscal Agent maintenance and insurance records • Custodial and/or maintenance records • Applicable correspondence • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Human Resources › Office Procedures • Service Implementation Guides
		<p>4.2 I</p> <p>The Fiscal Agent shall provide all services designated in the SSA Agreement and SSA Management Board adopted Management Document with Operating Guidelines. The Fiscal Agent shall be responsible for securing insurance policies on behalf of the DLSEC, including liability and contents insurance.</p>	<ul style="list-style-type: none"> • SSA Agreement • Management Document with Operating Guidelines • SSA Management Board agenda and/or minutes • Fiscal Agent insurance records 	
		<p>4.2 J</p> <p>The SSA Management Board shall annually determine the amount to be paid to the Fiscal Agent for administrative costs associated with serving as Fiscal Agent. The Fiscal Agent Superintendent and/or designee(s) shall submit an invoice for these costs to the Director. Standard DLSEC payment processing shall apply. In the event the Fiscal Agent incurs uncontrollable costs due to unforeseen events and/or actions taken against the DLSEC, Member Districts on a pro rata basis shall reimburse the Fiscal Agent for documented expenses. The SSA Management Board shall determine the reimbursement amount and procedures by a majority vote of a quorum.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • DLSEC budgets and finance records 	
		<p>4.2 K</p> <p>Financial responsibilities of the Fiscal Agent on behalf of the DLSEC will be as designated by TEA in currently published guidelines for SSA procedures, financial and accounting processes, and/or funding application systems.</p>	<ul style="list-style-type: none"> • TEA documentation systems • DLSEC budgets and financial records 	

4.3	<i>4.3 The Fiscal Agent will account for salaries and expenses of Co-op personnel, [sic] and Co-op office staff; Co-op operating expenses; IDEA, Part B funds; Elementary and Secondary Education Act. The Fiscal Agent will maintain personnel records and payroll systems referenced in § 3.3. Direct actions required by the Director and the co-op staff required to maintain such records and systems will be set forth in the Operating Guidelines and approved by the Management Board. Classrooms that are assigned as Co-op classrooms shall remain as designated locations for Co-op instruction until released by agreement of the Fiscal Agent and the Management Board.</i>	4.3 A	The Director and/or designee(s) shall provide to the Fiscal Agent applicable budget and personnel information on all DLSEC staff in a timely manner, no later than ten (10) business days after receipt of a written/electronic request. The Director and/or designee(s) shall provide assistance, if requested, to obtain appropriate personnel records for DLSEC staff. The Fiscal Agent Superintendent and/or designee(s) shall inform the Director of any ongoing personnel or salary concerns for DLSEC staff. The DLSEC shall assume costs for its staff for immunizations required for employment, if requested by the Fiscal Agent. Staff shall follow Fiscal Agent policy and procedures for submitting a refusal to obtain a required immunization.	<ul style="list-style-type: none"> • Budget and personnel records • Immunization records and related correspondence • Applicable correspondence • Fiscal Agent Board policies 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Human Resources › Office Procedures • Service Implementation Guides
		4.3 B	The Fiscal Agent Superintendent and/or designee(s) shall provide payroll and related information as needed by the Director for budget development, staff supervision, and program management in a timely manner, no later than ten (10) business days after receipt of a written/electronic request.	<ul style="list-style-type: none"> • Personnel, payroll, and related information • Applicable correspondence 	
		4.3 C	Unless otherwise specified by the SSA Management Board, expense reimbursement rates adopted by the Fiscal Agent shall apply to DLSEC staff for per diem and other expenses, subject to limitations set by TEA, the Texas Legal Framework for the Child-Centered Special Education Process, or federal funding guidelines. The SSA Management Board shall set annual mileage reimbursement rates on or before budget adoption. The SSA Management Board may adjust mileage rates by majority vote of a quorum during the year. Director and/or designee(s) approved reimbursable travel expenses shall include travel in regards to SSA business, in accordance with guidelines developed by the Director. SSA personnel shall provide documentation in accordance with policies and procedures developed by the Director with the collaboration of the Fiscal Agent procedures. Should market conditions significantly affect travel expenses, the Director shall request that a discussion of travel rates be placed on the agenda of the next regularly scheduled SSA Management Board meeting.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Fiscal Agent Board policies and/or procedure manuals • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Human Resources › Office Procedures • Service Implementation Guides

		<p>4.3 D For personnel employed by Member Districts, the Director may approve the reimbursement of travel expenses for travel directly related to DLSEC operations, services to students with disabilities, and/or as allowed under budgetary parameters. The Director and/or designee(s) shall develop and implement guidelines for this process. Prior to the submission of a request for DLSEC funded travel, the employee's Superintendent and/or designee(s) must approve any staff absence. Reimbursement rates to the employee shall be in accordance with DLSEC policies for DLSEC personnel unless otherwise approved by the Director.</p>	<ul style="list-style-type: none"> • Fiscal Agent and or DLSEC budget and personnel records • Member District employee's approval for staff absence • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Human Resources › Office Procedures • Service Implementation Guides
		<p>4.3 E The Fiscal Agent and DLSEC shall manage supplemental funds or funds acquired through the awarding of competitive grants, special allocations, or other sources in the same manner as funds referenced in SSA Agreement 4.3, except as specifically required by the funding source, applicable law, and/or governmental regulation. School Health and Related Services (SHARS) Medicaid funds received for reimbursement of DLSEC-funded expenditures shall be deposited into the local SSA budget.</p>	<ul style="list-style-type: none"> • Fiscal Agent and or DLSEC budget and financial records • Grant awards • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides
		<p>4.3 F The Fiscal Agent shall follow requirements in applicable SBEC (State Board for Educator Certification) guidelines and TEA fiscal and personnel accountability procedures.</p>	<ul style="list-style-type: none"> • TEA Website • SBEC Website • Fiscal Agent budget and personnel records 	
		<p>4.3 G Should the Fiscal Agent wish to alter the use of district space designated for DLSEC classrooms, the Fiscal Agent Superintendent shall initially discuss the request with the Director. The SSA Management Board Chairperson shall place the item on the agenda for the next SSA Management Board meeting. If the request is for a change prior to the next meeting, the Fiscal Agent Superintendent or Director may request a called meeting to discuss the change. If the Director determines that the change is to provide comparable or better facilities and should not significantly disrupt student services, the SSA Management Board and Fiscal Agent may reach agreement via electronic communication that includes the Director's determination and recommendations.</p>	<ul style="list-style-type: none"> • Applicable correspondence and/or conference reports • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides

4.4	<i>4.4 The Fiscal Agent will prepare and submit, on behalf of the Co-op, any reports or applications required by federal or state law or Co-op policy. The Fiscal Agent shall provide the Co-op federal expenditure reports within 20 days of filing.</i>	4.4 A	The Director shall receive a written or electronic copy of all reports or applications filed on behalf of the DLSEC within twenty (20) calendar days of submission or shall receive a written notice explaining the delay.	<ul style="list-style-type: none"> Submitted reports Applicable correspondence 	
		4.4 B	The Director shall have primary responsibility for determining allocation of federal funds and corresponding budget development. The Director is authorized to certify and submit TEA applications and amendments in the state funding systems for all federal funds and to submit data on behalf of Member Districts to meet other reporting requirements. The Director shall serve as the SSA's Primary Contact for TEA. The Fiscal Agent Superintendent shall designate the Secondary Contact. See Operating Guidelines 5.1A, 5.2A, and 6.1C.	<ul style="list-style-type: none"> Federal funding applications and amendments Applicable correspondence DLSEC budgets 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides
4.5	<i>4.5 The Director of the SSA shall have the authority to negotiate contracts (on behalf of the Fiscal Agent) with outside service providers for special education and related services in accordance with applicable law and the operating guidelines. The authority of the Director to contract for Co-op needs directly related to the provision of special education services, on behalf of the Fiscal Agent includes but is not limited to: hospital contracts; internship agreements with universities; federal program agreements; ECI contracts; non-educational grant fund agreements; PPCD or other state grants through the educational service center; agreements to fund additional training or educational requirements for Co-op staff to ensure continued qualifications based on needs of Co-op. In addition, with Management Board approval, the Director may enter into lease agreements on behalf of the</i>	4.5 A	For any contracted service approved on a DLSEC budget or amendment, the Director and/or designee(s) shall establish a written contract or establish processes to meet invoicing and documentation requirements. The Fiscal Agent shall process and make payment for any contracted services in a timely manner, using the same process as Fiscal Agent contracts unless otherwise negotiated by the Director and Fiscal Agent Superintendent or specified by SSA Management Board action. If requested by the Fiscal Agent or the Director, each contract entity shall complete a Conflict of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code and/or submit Texas Department of Public Safety FACT Clearinghouse fingerprint and criminal history documentation or access information. The Director and/or designee(s) shall develop and implement guidelines for DLSEC service contracts, subject to requirements of the funding source, applicable law, or governmental regulation. See SSA-A/Operating Guidelines 3.1E.	<ul style="list-style-type: none"> Contracted service agreements Completed Conflict of Interest Questionnaires DPS FACT and/or criminal history data Budget and financial records 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Office Procedures Human Resources Service Implementation Guides
		4.5 B	For any leased space, the Director and/or designee(s) shall provide the Fiscal Agent the original of all lease agreements or related documents no later than 30 calendar days after the execution of the lease. The Director and/or designee(s) shall retain a copy of each lease. The Director and/or designee(s) shall provide documentation to the Fiscal Agent to support the payment of the lease. The Fiscal Agent shall make lease payments in a timely manner. Should unforeseen circumstances necessitate terminating a lease prior to its expiration, the Director will inform the SSA Management Board members via verbal or electronic written communication. Costs associated with the termination shall be jointly funded by all Member Districts through a method determined by the SSA Management Board upon approval of the termination.	<ul style="list-style-type: none"> Lease agreement(s) SSA Management Board agenda and/or minutes Fiscal Agent financial records 	

	<i>Fiscal Agent for Co-op and classroom and office space, to the extent allowed by law. The Fiscal Agent shall request ADA compliance by each service provider.</i>	4.5 C	The Director and/or designee(s) shall verify Americans with Disabilities Act (ADA) compliant practices and facilities for each service provider. Verification may be obtained from a variety of sources including assurance statements on the provider's website, DLSEC contract language, contractor invoices, or other means. The Director and/or designee(s) shall respond to requests from the Fiscal Agent for verification of documentation in a timely manner, no later than ten (10) business days after receipt.	<ul style="list-style-type: none"> • Contracted service agreements • ADA compliance verification documents • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Office Procedures › Human Resources • Service Implementation Guides
4.6	<i>4.6 The Fiscal Agent must notify other member districts of any intention to withdraw as fiscal agent of the Co-op on or before February 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1st 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 will become effective July 1.</i>	4.6 A	The Fiscal Agent shall provide written notice of intention to withdraw as Fiscal Agent to each Member District Superintendent and to the Director within the timelines prescribed in SSA Agreement 4.6. If the notice is more than thirty (30) days prior to the next regularly scheduled SSA Management Board meeting, the notice shall also include proposed dates for a called SSA Management Board meeting to discuss the change and to define and approve the independent audit process. See SSA Agreement/Operating Guidelines 4.6B, 4.7 A, 4.7B, and 4.7C.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes 	
		4.6 B	The SSA Management Board shall determine, by a majority vote of a quorum, the independent audit firm, the extent of the audit, and the audit data to be reported. The Superintendent and/or designee(s) of the Fiscal Agent withdrawing shall provide all information requested from the independent auditor in a timely manner. The independent auditor may make interim reports to Member District Superintendents and/or the Director regarding any difficulties in obtaining needed data or completing the audit. See SSA Agreement/Operating Guidelines 4.6A, 4.7 A, 4.7B, and 4.7C.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • DLSEC audit report 	
4.7	<i>4.7 Should the Fiscal Agent cease for any reason to serve, the Co-op Board will by majority vote of a quorum appoint another member district as Fiscal Agent.</i>	4.7 A	If a change in Fiscal Agent is to occur, the SSA Management Board shall designate a "transfer date" on which the current Fiscal Agent district shall cease all fiscal activity concerning the DLSEC. The SSA Management Board may select multiple transfer dates for different functions, such as one date for salary transfer and another for operating funds. Prior to final transfer, an independent auditor shall complete a comprehensive audit of the Fiscal Agent DLSEC financial records in accordance with procedures outlined in SSA Agreement 4.6 and Operating Guidelines 4.6B. The original Fiscal Agent shall transfer all unpaid bills and remaining funds to the new Fiscal Agent on or before the transfer date(s). The new Fiscal Agent district shall assume all fiscal activity on the first calendar day after the final transfer date. See SSA Agreement/Operating Guidelines 4.6A, 4.6B, 4.7B, and 4.7C.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Fiscal Agent DLSEC financial records 	

		<p>4.7 B</p> <p>Should a change in Fiscal Agent occur during a school year or after the SSA Management Board has adopted DLSEC salary schedules and benefit plans for the current or an upcoming school year, the new Fiscal Agent district shall maintain current salaries but may adjust payments to align with Member District pay periods. If the SSA Management Board has adopted a benefits plan available only in the former Fiscal Agent, the new Fiscal Agent Superintendent shall propose comparable plan(s). A majority vote of a quorum of the SSA Management Board shall be required to adopt a new benefits plan. See SSA Agreement/Operating Guidelines 4.6A, 4.6B, 4.7A, and 4.7C.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • Fiscal Agent and/or DLSEC benefit plan(s) 	
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		4.7 C	The former Fiscal Agent Superintendent, the Director, and the new Fiscal Agent Superintendent shall jointly determine the most efficient process to transfer all inventoried DLSEC property to the new Fiscal Agent. The new Fiscal Agent may request reimbursement for documented costs related to the transfer of inventoried supplies, materials, and equipment, pursuant to the SSA Agreement or Management Document with Operating Guidelines. See SSA Agreement/Operating Guidelines 4.6A, 4.6B, 4.7A, and 4.7B.	<ul style="list-style-type: none"> • Applicable correspondence • Fiscal Agent and/or DLSEC financial records • Inventories • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
4.8	<i>4.8 The Fiscal Agent agrees to provide each member district, upon request, with an accounting of the prior year's budget and how much state and local funds were expended on behalf of that member district.</i>	4.8 A	A Member District requesting prior year accounting shall submit a written request that includes the specific data needed. The Fiscal Agent shall respond to such requests in a timely manner, notifying the requestor within five business days of the anticipated date on which the report will be completed. Funds for itinerant services and DLSEC-wide operating expenses may be reported as DLSEC expenditure totals or proportional expenses in lieu of specific district-delineated data.	<ul style="list-style-type: none"> • Applicable correspondence • Fiscal Agent and/or DLSEC financial records • DLSEC expenditure reports 	
4.9	<i>4.9 The Fiscal Agent, as a Member District, is subject to SSA operating policies and procedures.</i>	4.9 A	If the Director believes that the Fiscal Agent may be violating SSA operating policies or procedures, the Director may request that a discussion item be placed on an SSA Management Board agenda and/or provide information to SSA Management Board members.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Agreement • Management Document with Operating Guidelines • Applicable Management Implementation Guides and/or Service Implementation Guides • Applicable correspondence 	

5	SSA Agreement 5. Member Districts' General Obligations	OG#	Operating Guideline	Verification Documents	Support Documents
5.1	5.1 <i>Each member district acknowledges federal funds received from the State flow directly to the Fiscal Agent. Each member district shall be billed on a quarterly basis beginning September 15. Members agree to remit quarterly payments within thirty (30) calendar days of receiving a statement from the Fiscal Agent. Member districts agree that any other funds assessed under Co-op policies or other legal requirement will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.</i>	5.1 A	The Director shall have primary responsibility for allocation of federal funds. See SSA/Operating Guidelines 4.4B, 5.2A, and 6.1C.	<ul style="list-style-type: none"> • DLSEC federal budget(s) 	
		5.1 B	The Director and/or designee(s) shall prepare and send quarterly billing and other assessment billing to Member Districts. Member Districts shall remit payments directly to the Fiscal Agent for deposit into DLSEC accounts. The Fiscal Agent Superintendent and/or designee(s) shall notify the Director of any payments not received within forty-five (45) calendar days after the statement date. A majority vote of an SSA Management Board quorum may assess a fee for a Member District determined to be chronically or exceptionally delinquent in its payments.	<ul style="list-style-type: none"> • Financial records • Applicable correspondence • SSA Management Board agenda and/or minutes 	
5.2	5.2 <i>Each member districts [sic] 25% IDEA Part-B formula funds ("set-aside" funds) will be allocated for that specific member district in the event of a residential placement as approved by an ARD Committee.. [sic] In calculating the 25% of SSA federal IDEA-B set aside will be based on the tentative base entitlement of the member district placing the student in the residential facility. [sic]</i> <i>The Director will comply with the procedures of 19 T.A.C. § 89.61 when contracting for educational placements for a student served</i>	5.2 A	The Director shall annually allocate a residential placement amount, up to twenty-five percent (25%) of the pooled DLSEC IDEA-B formula funds, based upon current TEA requirements regarding "residential set-aside." See SSA/Operating Guidelines 4.4B, 5.1A, and 6.1C.	<ul style="list-style-type: none"> • DLSEC IDEA-B federal budget • TEA funding directives 	
		5.2 B	Member Districts shall notify the Director in a timely manner if the Member District is considering residential placement for any student with disabilities. The Director may take actions to determine whether a proposed residential placement meets "least restrictive environment" and other standards prior to a Member District submitting an application to TEA for the placement. Actions may include, but are not limited to, recommending re-evaluation by DLSEC support staff or independent evaluators, conducting ARD meetings, providing support from DLSEC staff or outside consultants, and/or development of intervention plans. Member Districts' Superintendents and/or designee(s) shall assure that campus personnel collaborate with the Director and/or designee(s) to conduct activities and to develop and implement intervention plans as an alternative to residential placement.	<ul style="list-style-type: none"> • Applicable correspondence • Re-evaluation and/or consultation reports • Intervention plans and implementation documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources › Multi-District Program • Service Implementation Guides

	<p><i>by a member district.</i></p> <p><i>Additionally, the member district of residence of a residentially-placed student shall apply its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61.</i></p>	<p>5.2 C</p>	<p>The Director shall notify all SSA Management Board members of the potential cost implications to the SSA should a Member District propose a residential placement. If the proposal results in a residential placement approved by TEA, the Member District in which the student resides shall be responsible for any additional costs determined by TEA.</p>	<ul style="list-style-type: none"> • Applicable correspondence • Residential placement submission(s) and/or response(s) • DLSEC IDEA-B federal budget 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		<p>5.2 D</p>	<p>The Member District Superintendent and/or designee(s) and the Director shall jointly prepare residential placement requests for submission to TEA. Funding obligations and payment processes shall be determined prior to submission of the request, subject to current TEA procedures regarding federal “set-aside” funds. If TEA approves the placement, the Director shall have budgetary responsibility for allocation/reallocation of funds associated with the placement. If TEA does not approve an application for residential placement, the Member District that submitted the application shall be responsible for all costs of the residential placement if the student is placed in spite of the TEA decision. The SSA Management Board by majority vote of a quorum may require that a Member District reimburse the Fiscal Agent for funds previously expended on behalf of the DLSEC or a Member District for a residential placement that is subsequently not approved.</p>	<ul style="list-style-type: none"> • Residential placement submission(s) and/or response(s) • SSA Management Board agenda and/or minutes • DLSEC IDEA-B federal budget 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		<p>5.2 E</p>	<p>A Member District shall be responsible for all of the costs associated with an application for residential placement made by the Member District without the Director’s or designee’s involvement as outlined in Operating Guidelines 5.2B. If TEA approves the placement, a majority vote of a quorum of the SSA Management Board shall determine the extent to which DLSEC funds will be expended for the placement and whether reimbursement for decreased federal funds will be requested from the placing Member District.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Residential placement submission(s) and/or response(s) • documents • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides

5.3	<i>5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Co-op operations.</i>	5.3 A	Each Member District Superintendent and/or designee(s) shall provide requested fiscal, personnel, and student records to the Fiscal Agent and/or Director in a timely manner. Member Districts shall assure that personnel assigned to provide services to students with disabilities meet required certification, licensure, and/or qualification standards. The Member District Superintendent and/or designee(s) shall notify the Director within fifteen (15) business days upon assignment of any non-qualified personnel.	<ul style="list-style-type: none"> • Fiscal, personnel, and student records • Applicable correspondence • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records › Human Resources • Service Implementation Guides
		5.3 B	Each Member District shall comply with funding requirements related to serving students with disabilities within the Member District and solely responsible for findings of non-compliance that result in required repayment to TEA.	<ul style="list-style-type: none"> • Fiscal, personnel, and student records • Applicable correspondence • TEA compliance determination(s) 	
		5.3 C	The DLSEC and Member Districts shall be jointly responsible for the maintenance of records for students with disabilities (student eligibility files). Record maintenance shall comply with FERPA (Family Educational Rights and Privacy Act) and confidentiality rules, applicable state and federal regulations, local Member District policies, the current Texas Legal Framework for the Child-Centered Special Education Process, the Management Document with Operating Guidelines, and DLSEC Management Implementation Guides and/or Service Implementation Guides. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2 B, 3.2C, 3.2D, 5.3D, and 10.1B.	<ul style="list-style-type: none"> • Student records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records • Service Implementation Guides
		5.3 D	The Director and/or designee(s) shall develop and implement Management Implementation Guides and/or Service Implementation Guides for special education records management, including student eligibility files and related documents. Each Member District shall maintain each student's official/auditable record in accordance with the Management Implementation Guides and/or Service Implementation Guides. The DLSEC office will house the server(s) and/or serve as the primary source for online storage of student records maintained in electronic formats, such as Net AP or similar systems. The DLSEC may maintain a non-auditable complete or partial copy of student records in the DLSEC administrative offices in paper and/or electronic formats. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2 B, 3.2C, 3.2D, 5.3C, and 10.1B.	<ul style="list-style-type: none"> • Member Districts' official/auditable student records • DLSEC copies and electronic originals of student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records › Office Procedures › Human Resources • Service Implementation Guides

		<p>5.3 E</p> <p>Each Member District Superintendent and/or designee(s) shall monitor program effectiveness as measured by state-adopted performance analysis system(s) and federal data analysis system(s). Each Member District shall have primary responsibility for meeting state and federal program standards, including submission of required data and responses to state intervention requirements. Each Member District shall conduct, maintain, and report to the public special education program evaluations as required by federal, state, or other mandates. The Member District Superintendent and/or designee(s) shall provide information to the Director on evaluation results and program performance concerns. A Member District may request technical assistance and/or support from the Director.</p>	<ul style="list-style-type: none"> • Member District special education program evaluations • State-adopted and/or federal analysis system(s) reports • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides • TEA PMI Website
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5.3 [sic] 5.4	5.4 5.3 [sic] <i>Each member district may withdraw from SSA [sic] by providing the other Member Districts with written notice of its proposed action at least 120 calendar days on or before the February 1st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. Upon delivery of such notice the member's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that was [sic] purchased with SSA funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the SSA. The member school districts further agree that any fund balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with the withdrawal, including, but not limited to, non-renewal proceedings, legal costs, legal fees, or any other expense pertaining to the drafting of an agreement reflecting the reconfiguration.</i>	5.4 A	A withdrawing Member District shall provide written notice of intention to withdraw to each Member District Superintendent and to the Director within the timelines prescribed in SSA Agreement 5.3 [sic] (5.4). If the notice is more than thirty (30) calendar days prior to the next regularly scheduled SSA Management Board meeting, the SSA Management Board Chairperson shall call an SSA Management Board meeting to discuss the change.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes 	
		5.4 B	The withdrawing Member District shall remit all payments due no later than thirty (30) calendar days prior to the effective withdrawal date, unless extenuating circumstances exist. If extenuating circumstances exist, the withdrawing Member District shall provide written notice at least ten (10) calendar days prior to the due date to both the Fiscal Agent Superintendent and the Director that explains the circumstances and includes a projected date for payment.	<ul style="list-style-type: none"> • Fiscal Agent financial records • Withdrawing district financial records • Applicable correspondence 	
		5.4 C	The Director shall determine the impact the withdrawal will have on staffing needs and budgeting. If a withdrawal could potentially result in significant staffing changes, a reduction in force for DLSEC staff, or other significant program impacts, the Director may request a called SSA Management Board meeting to discuss the issue(s) and present recommendations. Applicable Fiscal Agent policies on personnel shall apply to DLSEC staff affected by these impacts. A majority vote of a quorum of the SSA Management Board shall determine methods to assure that each student with disabilities continues to receive Free Appropriate Public Education and that compliance is maintained for other requirements.	<ul style="list-style-type: none"> • Fiscal Agent policies and procedures • SSA Management Board agenda and/or minutes • Personnel and budget report(s) and recommendation(s) • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
		5.4 D	For any instance of Member District withdrawal, the Director shall prepare a Withdrawal Process Plan that outlines the steps necessary to complete the withdrawal. The withdrawing Member District Superintendent and/or designee(s) shall provide information requested by the Director for the Withdrawal Process Plan in a timely manner, no later than ten business days after receipt of the request. The Fiscal Agent Superintendent and Fiscal Agent staff shall provide information requested by the Director for the Withdrawal Process Plan in a timely manner, no later than ten business days after receipt of the request. The Withdrawal Process Plan shall include recommended steps to complete the withdrawal; cost factors to consider; methods used to calculate the costs; and estimated costs/fees related to, resulting from, or associated with the withdrawal. The Director may allocate funds to assist with the development of a Withdrawal Process Plan. These funds shall be considered costs and fees related to the withdrawal. See SSA–A/Operating Guidelines 5.5H.	<ul style="list-style-type: none"> • Withdrawal Process Plan (Withdrawal Process Plan) • Applicable correspondence 	

5.5	<i>5.5 Unless otherwise provided herein, title to and ownership of all property of whatever type or nature, both real and personal, acquired, purchased, encumbered or committed to by the Co-op with Co-op funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Co-op funds was from local, state, federal, or private sources, are the property of the Co-op, and not that of individual member districts. All property of whatever nature, both personal and real, 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 Co-op for Co-op educational services.</i>	5.5 A	The phrase “property of the Co-op” in the SSA Agreement 5.5 includes any asset purchased through a Fiscal Agent district on behalf of the DLSEC via DLSEC budgeting and expenditure processes. Shared Service Arrangements are not considered separate legal entities; therefore, may not “own” property. Nevertheless, property purchased through a Fiscal Agent and placed on inventories of the DLSEC, regardless of where such property is held or housed, shall remain designated as “property of the Co-op.” Such assets shall be subject to disposition as designated in SSA Agreement 5.3 [sic] (5.4) regarding withdrawal of Member Districts and SSA Agreement 7 regarding dissolution. Revocation of membership under SSA Agreement 2.7 shall be considered the same as withdrawal for the purpose of property ownership and return of assets. See SSA Agreement/Operating Guidelines 6.1D.	<ul style="list-style-type: none"> • Budget and financial records • Cooperative asset inventories • Applicable correspondence • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Materials and Equipment • Service Implementation Guides
		5.5 B	The Director and/or designee(s) shall develop Management Implementation Guides and/or Service Implementation Guides to acquire, manage, and distribute supplemental materials, supplies, and equipment for use with students with disabilities or other uses allowable under federal or state regulations. Member Districts shall have equal access to materials purchased for DLSEC-wide use. However, the Director may, as necessary, transfer materials to meet an identified need in a Member District. Distribution and use of materials shall be limited to the user requirements of the product manufacturer and/or DLSEC procedures. See SSA Agreement/Operating Guidelines 6.1D.	<ul style="list-style-type: none"> • Budget and financial records • Cooperative asset inventories • Applicable correspondence • Product usage specifications 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Materials and Equipment • Service Implementation Guides
		5.5 C	The Director and/or designee(s) shall develop and maintain an internal inventory system for DLSEC materials and equipment (“property of the Co-op”). Upon written request from the SSA Management Board or a Member District Superintendent, the Director shall provide written or electronic copies of the current materials inventory in the system for the DLSEC or Member District, respectively. Upon written request from the Director, Member Districts shall inventory all materials and equipment purchased with DLSEC funds. Member Districts shall account for any discrepancies between their inventory and the DLSEC inventory and follow DLSEC guidelines for reporting damaged, missing, or stolen items. Member Districts may be held liable up to the full replacement cost of the same or comparable item(s). See SSA Agreement/Operating Guidelines 6.1D.	<ul style="list-style-type: none"> • Cooperative asset inventories • SSA Management Board agenda and/or minutes • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides

		<p>5.5 D</p>	<p>DLSEC capital expenditure items shall be placed in the Fiscal Agent inventory system unless the Fiscal Agent Superintendent and Director agree to a separate system for the DLSEC. The Director shall include capital items in the DLSEC's internal inventory system. Capital outlay shall be subject to the Fiscal Agent policies regarding depreciation, insurance, and similar matters unless otherwise stipulated by a majority of a SSA Management Board quorum.</p>	<ul style="list-style-type: none"> • Fiscal Agent and/or DLSEC capital asset inventories • Materials and equipment management system • Fiscal Agent policies and procedures • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
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		5.5 E	Member Districts shall use materials, supplies, and equipment purchased for the primary and/or exclusive use by eligible special education students in the manner designated at the time of purchase. Member Districts shall return to the DLSEC any supplies, materials, and equipment no longer needed for the designated use. If a TEA audit or other investigation determines that a Member District has knowingly redirected “property of the Co-op” to other uses, such as exclusive or primary use by general education students, the Member District shall be solely responsible for findings of fault and subsequent interventions and/or sanctions. See SSA Agreement/Operating Guidelines 6.1D.	<ul style="list-style-type: none"> • Cooperative asset inventories • Applicable correspondence • Audit and/or investigative findings • Intervention responses 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
		5.5 F	Member Districts shall use and store materials and equipment purchased with DLSEC funds in a manner that prolongs working life. Member Districts shall report any missing, damaged, or non-working materials or equipment in a timely manner as designated in Management Implementation Guides and/or Service Implementation Guides. Member Districts may be liable for replacement of missing or damaged materials or equipment due to negligence on the part of Member District staff or inadequately supervised students up to the full replacement cost of the same or comparable item(s). See SSA Agreement/Operating Guidelines 6.1D. Each Member District shall assume full legal responsibility for appropriate, intended, and safe use of DLSEC assets, including litigation and/or related costs resulting from that use.	<ul style="list-style-type: none"> • Cooperative asset inventories • Applicable correspondence • SSA Management Board agenda and/or minutes • Financial records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
		5.5 G	Each Member District shall provide materials and supplies for special education staff employed by the Member District in a manner comparable to general education staff, according to local policies and procedures. The Director and/or designee(s) may recommend purchase of specific curricula or instructional programs to meet students’ needs and/or state and federal standards. Purchases resulting from litigation, mediation, and/or settlement agreements shall be the responsibility of the entity named in the litigation and/or other legally binding documents.	<ul style="list-style-type: none"> • Member District asset inventories, per local Member District policy • Applicable correspondence • Applicable legally binding documents 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides

		<p>5.5 H</p> <p>Upon receipt of a Member District's withdrawal notice, the Director and/or designee(s) shall provide a written or electronic copy of the current inventory for the withdrawing Member District as recorded in the DLSEC materials management system. See SSA–A/Operating Guidelines 5.4D. The withdrawing Member District shall inventory all materials and equipment purchased with DLSEC funds. The Director, Fiscal Agent Superintendent, and withdrawing Member District Superintendent will jointly determine the timelines and process for return of all property on the inventory. The withdrawing Member District shall deliver all materials and equipment to the DLSEC offices within the designated timeframe.</p>	<ul style="list-style-type: none"> • Member District's withdrawal notice • Member District and campus inventories • Cooperative asset inventories • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
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		5.5 I	A withdrawing Member District shall account for any discrepancies between its inventory and the DLSEC inventory. In the case of damaged or missing property, the withdrawing Member District will follow procedures in applicable Management Implementation Guides and/or Service Implementation Guides. The Director may notify the SSA Management Board if a significant amount of property is missing, damaged, or not usable. The SSA Management Board by a majority vote of a quorum may hold a withdrawing Member District financially responsible for loss due to missing/damaged materials and/or equipment, up to the full replacement cost of the same or comparable item(s). See SSA Agreement/Operating Guidelines 6.1D.	<ul style="list-style-type: none"> • Member District and campus inventories • Cooperative asset inventories • SSA Management Board agenda and/or minutes • Financial records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
5.6	<i>5.6 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.</i>	5.6 A	A Member District shall provide written notice to the Fiscal Agent Superintendent and the Director within fifteen (15) calendar days after notification that the Member District has failed to meet MOE standards. The notice shall include the Member District's planned response to the finding and a proposed timeline for submitting repayment funds, if applicable. See SSA-A/Operating Guidelines 4.2E and 5.6B.	<ul style="list-style-type: none"> • Fiscal reports • Applicable correspondence • MOE notification 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		5.6 B	If TEA requires repayment from the Fiscal Agent due to a Member District's failure to maintain MOE, the Member District shall remit the amount due to the Fiscal Agent at least seven calendar days prior to the date due to TEA unless otherwise negotiated with the Fiscal Agent Superintendent. The Fiscal Agent shall submit funds to TEA by the earlier of the date due to TEA or within fifteen (15) calendar days after receipt from the Member District. See SSA-A/Operating Guidelines 4.2E and 5.6A. If a Member District fails to remit the required funds to the Fiscal Agent, the SSA Management Board Chairperson or designee shall place a discussion item on the SSA Management Board agenda and/or call a SSA Management Board meeting. A majority vote of a SSA Management Board quorum may assess an additional fee for a Member District that refuses to remit repayment.	<ul style="list-style-type: none"> • MOE notification • Fiscal records and related correspondence • TEA financial reporting systems • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
5.7	<i>5.7 If a School District requests to become a Member District of the</i>	5.7 A	Guidelines for SSA Management Board approval of membership are outlined in SSA Agreement/Operating Guidelines 2.8A.	<ul style="list-style-type: none"> • As designated in Operating Guideline 2.8A 	

	<i>SSA, such must be unanimously approved by the entire Management Board. It is agreed and understood that any District seeking to join the SSA may be assessed a fee to be determined by the SSA Management Board prior to obtaining membership.</i>	5.7 B	The Fiscal Agent Superintendent may enter into fee determination negotiations, but final assessment of fee(s), if any, shall be made by majority vote of a SSA Management Board quorum. The Fiscal Agent Superintendent and Director shall jointly determine the fee payment schedule and process.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • Financial records 	
		5.7 C	The Director shall obtain approval by the Texas Education Agency if required. A new Member District shall complete and submit district data as required by TEA, with the Director's assistance if requested. The Fiscal Agent Superintendent or designee and Director shall be jointly responsible for completing and submitting required Fiscal Agent/DLSEC data to TEA.	<ul style="list-style-type: none"> • Texas Education Agency consent documentation (if required) • Applicable correspondence 	
		5.7 D	The Director may request that the SSA Management Board adopt membership stipulations, such as mandatory staff training or purchase of certain instructional programs or other equipment, in order to assure a smooth transition and efficient operations.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes • Membership stipulation document(s) 	

6	SSA Agreement 6. Fiscal Practices	OG#	Operating Guideline	Verification Documents	Support Documents
6.1	6.1 <i>The Co-op will operate on a budget prepared by the Director and approved by the Co-op Board and member district boards of trustees as part of the respective Member Districts' overall budget approval process. Any member district exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations.</i>	6.1 A	The Director shall have primary responsibility for the development and management of DLSEC budgets. See SSA Agreement/Operating Guidelines 2.5A.	<ul style="list-style-type: none"> DLSEC budgets and financial documents SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides
		6.1 B	Budget activities shall follow the schedule adopted by the Fiscal Agent district, except as required by federal or state requirements or SSA Management Board-designated procedures. The Fiscal Agent staff, under the supervision of the Fiscal Agent Superintendent, shall provide budget preparation and management information requested by the Director and/or designee(s) in a timely manner, no later than ten (10) business days after the request, unless extenuating circumstances exist. DLSEC staff, under the supervision of the Director, shall provide expenditure and accounting information requested by the Fiscal Agent Superintendent and/or designee(s) in a timely manner, no later than ten (10) business days after the request, unless extenuating circumstances exist. In cases of extenuating circumstances, the party receiving the request shall notify the requestor in writing no later than five business days after receipt, outlining the reasons for the delay and providing an estimated date the information will be provided.	<ul style="list-style-type: none"> SSA Management Board agenda and/or minutes Applicable correspondence Financial transaction records DLSEC budgets 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides
		6.1 C	The Director and/or designee(s) shall develop and submit federal budget amendments as required by TEA. The Director shall determine expenditures within the acceptable variability between budget functions for all budgets and have primary decision-making responsibility for DLSEC expenditures. See SSA Agreement/Operating Guidelines 4.4B, 5.1A, and 5.2A.	<ul style="list-style-type: none"> Budget and financial records Federal funding applications and amendments 	<ul style="list-style-type: none"> Texas Legal Framework for the Child-Centered Special Education Process Website Management Implementation Guides: <ul style="list-style-type: none"> Fiscal Practices Service Implementation Guides

		6.1 D	The Director and/or designee(s) shall develop Management Implementation Guides and/or Service Implementation Guides for expenditures of DLSEC funds; purchase of supplemental materials, supplies, and equipment for use with students with disabilities; and/or other expenditures allowable under federal, state, or local guidelines. Member Districts and DLSEC staff shall adhere to DLSEC Management Implementation Guides and/or Service Implementation Guides for all expenditure requests. See SSA Agreement/Operating Guidelines 5.5.	<ul style="list-style-type: none"> • Budget and financial records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Materials and Equipment • Service Implementation Guides
		6.1 E	The SSA Management Board shall adopt each DLSEC budget by majority vote of a quorum. The Director may amend budgets and move funds during the year, including submitting federal amendments in the TEA application/amendment system, within established allowable standards set by TEA and/or the SSA Management Board. The Director may increase federal budget totals based upon availability of additional funds without SSA Management Board approval. All other budget increases shall require approval by a majority vote of a SSA Management Board quorum.	<ul style="list-style-type: none"> • Budget and financial records • Federal funding applications and amendments • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides
		6.1 F	The Director and/or designee(s) shall develop and implement guidelines for technology infrastructure and use, including applying technology for cost savings and program improvement. Member Districts shall use technology purchased with DLSEC funds, including licensed software, according to the terms of the manufacturer, the vendor's purchase agreement, the DLSEC license, and/or DLSEC-developed Management Implementation Guides and/or Service Implementation Guides for proprietary software. The DLSEC, by a majority vote of a SSA Management Board quorum, may remove technology purchased by the DLSEC from Member Districts that repeatedly or significantly violate DLSEC technology licensing agreements or copyright restrictions. Member District technology staff and DLSEC technology staff shall work collaboratively to facilitate fluid management of infrastructure and equipment. Each Member District shall provide and upgrade technology equipment, applications, and infrastructure to support DLSEC systems.	<ul style="list-style-type: none"> • Technology management system(s) and/or audit(s) • SSA Management Board agenda and/or minutes • Applicable correspondence • Vendor agreements and/or licenses 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Technology Resources › Materials and Equipment › Human Resources • Service Implementation Guides

		6.1 G	Each Member District shall have primary responsibility for purchase of technology systems for individual students that are not typically available for DLSEC-wide use through the DLSEC materials management system. See SSA Agreement/Operating Guidelines 5.5. The Director and/or designee(s) may authorize DLSEC-funded purchases, subject to budgetary constraints. The Director and/or designee(s) shall determine applicability of state policies on the inter-district transfer of technology applications and equipment purchased for exclusive use by an individual student who transfers to a district outside the DLSEC.	<ul style="list-style-type: none"> • Technology management system • Budget and financial records • Inter-district transfer documentation • Applicable correspondence • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices › Technology Resources › Materials and Equipment • Service Implementation Guides
		6.1 H	Each Member District shall provide facilities for DLSEC itinerant instructional, related, and support staff working in its buildings. Facilities shall be comparable to those provided for other Member District employees in comparable or similar positions and shall meet the standards needed to implement appropriate services and assure confidentiality.	<ul style="list-style-type: none"> • Facility assignments and/or descriptions • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources • Service Implementation Guides
		6.1 I	Costs for required translation of IEP Goals and Objectives shall be included in the DLSEC budget. The Director shall develop and implement guidelines to facilitate this process.	<ul style="list-style-type: none"> • Budget and financial records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides

6.2	<i>6.2 Administrative and uncontrollable costs will be shared by each member district on a pro-rata basis. Each member district will contribute its share based upon a ratio that compares the district's total special education enrollment to the total Co-op special education enrollment and based upon PEIMS snapshot.</i>	6.2 A	Unless otherwise approved by a majority vote of a SSA Management Board quorum, the annual pro-rata share shall be based on data from the TEA annual Fall PEIMS Data Collection (snapshot) from the previous school year. The Director and/or designee(s) shall be responsible for collecting data and determining the applicable pro-rata amount.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • TEA PEIMS Snapshot Data • Director-developed pro-rata reports • Budget data 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Fiscal Practices • Service Implementation Guides
		6.2 B	The Fiscal Agent Superintendent or other Member District Superintendent shall notify the Director in writing if an unanticipated cost could necessitate an increase in an adopted budget. The Director shall conduct a preliminary analysis. The Director may then appoint a Cost Analysis Advisory Committee of at least three Member District Superintendents. The Cost Analysis Advisory Committee shall review the Director's analysis and may request/review other data regarding the proposed increase. The Cost Analysis Advisory Committee shall present their findings to the SSA Management Board and may make a recommendation regarding the appropriate response. A majority vote of a SSA Management Board quorum shall approve any budget increases, including those due to uncontrollable costs.	<ul style="list-style-type: none"> • Applicable correspondence • SSA Management Board agenda and/or minutes • Cost Analysis Committee report(s) • Budget and financial records 	

6.3	<i>6.3 The Co-op's accounts will be audited annually by the Fiscal Agent. Such costs will be considered administrative costs for the Co-op. Upon review of the Fiscal Agent's audit of the Co-op's accounts, the management board may request an independent audit at Co-op expense.</i>	6.3 A	The Fiscal Agent Superintendent and/or designee(s) shall assure completion of the annual audit of DLSEC accounts. The auditor or Fiscal Agent Superintendent shall provide a copy of the audit to the Director within five business days of the release of the audit to the Fiscal Agent. The Fiscal Agent Superintendent shall present the results of the audit to the SSA Management Board at the first regularly scheduled meeting following the receipt of the audit. Costs of conducting the audit shall be included in the DLSEC budget. A written report of audit results may be distributed to SSA Management Board members prior to formal presentation if a copy is provided to all SSA Management Board members at the same time.	<ul style="list-style-type: none"> • DLSEC audit report(s) • SSA Management Board agenda and/or minutes • Budget and financial records • Applicable correspondence 	
		6.3 B	The SSA Management Board shall determine, by majority vote of a quorum, when to request an independent audit, which independent audit firm to use, the extent of the audit, and the audit data to be reported. The Fiscal Agent Superintendent and/or designee(s) shall provide all information requested from the independent auditor in a timely manner. The independent auditor may make interim reports to Member District Superintendents and/or the Director regarding any difficulties in obtaining needed data or completing the audit. The audit shall be completed within forty-five (45) calendar days and presented to the SSA Management Board by the Fiscal Agent Superintendent and Director within sixty (60) calendar days after the date of the vote to approve, unless otherwise designated by the SSA Management Board at the time of the approval. A written report of audit results may be distributed to SSA Management Board members prior to formal presentation if a copy is provided to all SSA Management Board members at the same time.	<ul style="list-style-type: none"> • Independent audit report(s) • SSA Management Board agenda and/or minutes • Budget and financial records • Applicable correspondence 	
6.4	<i>6.4 The Management Board, with input from the Fiscal Agent, shall annually establish any fee which will be provided to the Fiscal Agent as payment for services and costs incurred for serving as Fiscal Agent. All fees shall be assessed in equal share between</i>	6.4 A	The SSA Management Board Chairperson or designee shall place a discussion item regarding Fiscal Agent fees on the agenda for the SSA Management Board meeting that will discuss budgeting for the subsequent fiscal year. The Fiscal Agent Superintendent and/or designee(s) may provide information and/or discuss potential recommendations prior to the meeting, within Open Meetings parameters. If the request is for a change to occur prior to the next meeting, the Fiscal Agent Superintendent may request a called meeting to discuss the change.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Budget and financial records • Applicable correspondence 	

	<p><i>all member districts other than the Fiscal Agent. The Fiscal Agent shall provide recommendations and budget information pertaining to any such fees.</i></p>	<p>6.4 B</p>	<p>Unless otherwise approved by a majority vote of a SSA Management Board quorum, each Member District's equal assessment shall be based upon that district's proportional share of DLSEC students/services as calculated under SSA Agreement/Operating Guidelines 6.2. The Fiscal Agent Superintendent or Director may provide data and recommendations for determining alternative proportional share formulas.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Budget and financial records • Director-developed pro-rata reports • Applicable correspondence 	
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7	SSA Agreement 7. Dissolution	OG#	Operating Guideline	Verification Documents	Support Documents
7.1	7.1 <i>Dissolution of this Agreement shall require the affirmative vote of a majority of the member districts. Upon dissolution, the Co-op's funds and any other remaining assets, after any charges and liabilities, will be divided among the member districts, prorated in the same manner as administrative costs as provided by Section 6.2. The dissolution will take effect on July 1 after the first February 1st following the dissolution vote.</i>	7.1 A	Upon a request from a SSA Management Board member that a dissolution topic is be placed on a SSA Management Board meeting agenda or that a special purpose Board meeting be called to discuss dissolution, the SSA Management Board Chairperson or Director shall immediately notify each SSA Management Board member by phone, electronic communication, and/or in person that the request has been received. Any request sent only to or generated by the SSA Management Board Chairperson shall be immediately forwarded to the Director.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence 	
		7.1 B	A majority of SSA Management Board members may, on behalf of respective Member Districts, vote for dissolution. However, the final decision regarding dissolution shall remain pending until a majority of the Boards of Trustees of Member Districts vote to approve the dissolution. While the dissolution is pending, the Director, SSA Management Board Chairperson, Fiscal Agent, and Member Districts may proceed with dissolution activities.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Member District Boards of Trustees agendas and/or minutes • Applicable correspondence 	
		7.1 C	If the SSA Management Board votes to dissolve the DLSEC, the SSA Management Board shall adopt a detailed Dissolution Process Plan. The SSA Management Board shall determine by majority vote of a quorum how, when, and by whom the Dissolution Process Plan will be developed. The Dissolution Process Plan shall specify, at a minimum, anticipated costs, activities, timelines, personnel responsible, and completion oversight. If assigned the task of developing and/or implementing the Dissolution Process Plan, the Director may reassign DLSEC staff and/or contract with outside consultants to complete these task(s).	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Dissolution Process Plan • Applicable correspondence • Duty assignment(s) • Consultant agreement(s) 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources
		7.1 D	The SSA Management Board shall provide for continued employment of DLSEC personnel needed to complete the dissolution process and continued provision of required services and operations. The Director may reassign DLSEC staff and/or contract with outside consultants to assure that compliance is maintained during the dissolution process. Member Districts shall adhere to the timelines adopted in the Dissolution Process Plan, including those related to taking possession of materials, supplies, furniture, and equipment described as "property of the Co-op" in SSA Agreement/Operating Guidelines 5.5A and in use by the DLSEC.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence • Dissolution Process Plan • Duty assignment(s) • Consultant agreement(s) 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources › Materials and Equipment • Service Implementation Guides

		7.1 E	<p>During the dissolution process, a SSA Management Board member may request a special purpose SSA Management Board meeting at any time to discuss unresolved issues or concerns. Requests shall be submitted in writing to the SSA Management Board Chairperson, with a copy to the Director, and specify the issues to be placed on the agenda. The requesting Board member may send a copy of the request to other SSA Management Board members. The SSA Management Board Chairperson or designee shall call a SSA Management Board meeting in a timely manner, no later than fifteen (15) business days after receipt of the request.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Applicable correspondence 	
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		7.1 F	Districts shall execute any dissolution in compliance with currently applicable TEA timelines and procedures, financial accountability guidelines, and other requirements.	<ul style="list-style-type: none"> • Applicable correspondence • TEA publications and website 	
		7.1 G	The Fiscal Agent shall prepare and submit a comprehensive financial report to each Member District no later than forty-five (45) calendar days following the date of the dissolution. The report shall include, at a minimum, a detailed expenditure summary of all federal, state, and local budgets and additional DLSEC funding sources; a complete copy of the final Fiscal Agent district audit of all DLSEC funds; and a detailed accounting of the unexpended funds, if any, to be disbursed to Member Districts or the reimbursement fees owed for costs of the dissolution process.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Management Board and Director correspondence • Fiscal Agent financial report(s) and audit(s) • Disbursement data • Fee reimbursement documents 	
		7.1 H	<p>The SSA Management Board shall determine by majority vote of a quorum when to request an independent audit, which independent audit firm to use, the extent of the audit, and the audit data to be reported. Independent audit(s) shall be paid from unexpended DLSEC revenues prior to disbursement of funds to districts. In the event that the DLSEC unexpended fund balance is insufficient to pay audit costs, districts shall fund proportionate costs using the final budget proportions.</p> <p>The Superintendent and/or designee(s) of the Fiscal Agent shall provide all information requested from the independent auditor in a timely manner. The independent auditor may make interim reports to Member District Superintendents and/or the Director regarding any difficulties in obtaining needed data or completing the audit. The audit shall be completed within forty-five (45) calendar days and presented to the SSA Management Board by the Fiscal Agent Superintendent and Director within sixty (60) calendar days after the date of the vote to conduct the audit, unless otherwise designated by the SSA Management Board at the time of the vote. A written report of audit results may be provided to SSA Management Board members prior to formal presentation if a copy is distributed to all SSA Management Board members at the same time.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Independent audit report(s) • Budget and financial records • Applicable correspondence 	

		<p>7.1 I</p> <p>The Director and/or designee(s) shall conduct an inventory of all real property, supplies, materials, equipment, and other tangible assets. The SSA Management Board by majority vote of a quorum shall determine a method to establish estimated values of all assets. If a SSA Management Board member believes that the method or the estimated values determined by applying this method are not appropriate, the SSA Management Board member may request a called SSA Management Board meeting. The SSA Management Board Chairperson or designee shall call a SSA Management Board meeting in a timely manner, no later than fifteen (15) business days after receipt of the request. A vote of forty percent (40%) of SSA Management Board members may determine that an alternative method be applied to determine values on all or some items. If the values of the two estimates vary greater than five percent (5%), the item(s) shall be valued at the average of the two estimates. The SSA Management Board by majority vote of a quorum shall also determine procedures for allocating valued assets to Member Districts in a manner that is proportionally equitable, applying the pro rata share calculations described in SSA Agreement/Operating Guidelines 6.2.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Asset inventory/inventories • Item value determinations 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment • Service Implementation Guides
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		7.1 J	The Director and/or designee(s) shall review instructional materials, supplies, and/or equipment purchased as “property of the Co-op” in SSA Agreement/Operating Guidelines 5.5 for use in Multi-District Programs. Any property designated for specific use by a single student in the student’s ARD documentation, Individualized Education Program, or on a purchase order shall transfer and become the property of the home district of the student. Any property designated for use by a specific group of students who reside in a single district shall transfer and become the property of the home district of those students. All other Multi-District Program property shall be distributed using the same method(s) described in Operating Guidelines 7.11.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Multi-District Program asset inventories • ARDs/IEPs • Purchase orders • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Materials and Equipment › Multi-District Program • Service Implementation Guides
		7.1 K	Each Member District shall be responsible for transporting property being transferred from the Fiscal Agent/DLSEC to the district within the timelines designated in the Dissolution Process Plan under Operating Guideline 7.1C or shall forfeit rights to this property. Member Districts may not remove items prior to the designated removal date or remove items currently used by DLSEC staff for day-to-day operations.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Asset inventory • Dissolution Process Plan • Applicable correspondence 	
		7.1 L	The Fiscal Agent shall assist each Member District as necessary to file financial applications, expenditure reports, and other required data required by TEA during the transition period including, but not limited to, completing the online application for federal “roll forward” funds.	<ul style="list-style-type: none"> • Fiscal Agent and/or Member District budget and financial records • TEA reports and applications • Applicable correspondence 	
7.2	7.2 <i>Agreements pertaining to purchase of real property shall supersede any provisions herein.</i>	7.2 A	The Director and Fiscal Agent Superintendent and/or designee(s) shall jointly identify any potential superseding property agreements and obtain legal counsel if needed. A Member District making a claim of a superseding agreement shall submit a written request for a called SSA Management Board meeting to the Director and all Member District Superintendents. The request shall include documentation to explain and/or substantiate the claim. The Director shall obtain legal counsel to assess the claim prior to the meeting.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Property agreement(s) • Applicable correspondence • Claim documents • Legal opinions 	

		7.2 B	For property purchased with federal or other funds, compliance with TEA use and disbursement requirements and/or funding application assurances shall transfer to the Member District that obtains the property in the dissolution process.	<ul style="list-style-type: none"> • Purchasing records • Asset inventories • Asset transfer records • TEA reports and fund applications • SSA Management Board agenda and/or minutes • Applicable correspondence 	
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8	SSA Agreement 8. Risk of Loss	OG#	Operating Guideline	Verification Documents	Support Documents
8.1	8.1 <i>Except as otherwise provided herein, each member district bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys [sic] fees, and settlement costs.</i>	8.1 A	If an excessive uninsured or catastrophic loss occurs for assets identified as "property of the Co-op" in SSA Agreement/Operating Guidelines 5.5 that are held as property of the Fiscal Agent, the Fiscal Agent Superintendent and/or the Director may request a called SSA Management Board meeting. If the SSA Management Board determines that a significant disruption to DLSEC operations or special education services has resulted, a majority vote of a SSA Management Board quorum may allocate funds to offset the loss.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Budget and financial records • Applicable correspondence 	
		8.1 B	If litigation, legal proceedings, or other action involves student(s) in a Multi-District Program in which multiple districts are involved, a Member District bearing a loss may request that a discussion item be placed on the SSA Management Board agenda. The SSA Management Board shall review the circumstances related to these costs. A majority vote of a SSA Management Board quorum shall determine if and how costs may be proportionately shared jointly by multiple districts. See SSA Agreement/Operating Guidelines 1.4E, 8.1C, 9.2A, and 9.2B.	<ul style="list-style-type: none"> • Legal and/or litigation documents • SSA Management Board agenda and/or minutes • Multi-District Program placement and program records • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides
		8.1 C	Upon request from the Fiscal Agent Superintendent, the SSA Management Board shall review litigation and/or related costs for Fiscal Agent district expenditures related to issues involving personnel serving in itinerant positions and/or assigned to Multi-District Programs. A majority vote of a SSA Management Board quorum may determine if and how the Fiscal Agent may be reimbursed for costs. See SSA Agreement/Operating Guidelines 1.4E, 8.1B, 9.2A, and 9.2B.	<ul style="list-style-type: none"> • Legal and/or litigation documents • SSA Management Board agenda and/or minutes • Personnel records • Applicable correspondence 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources › Multi-District Program • Service Implementation Guides
		8.1 D	If a majority vote of a SSA Management Board quorum determines that a Member District that is a party to a legal proceeding has caused an undue burden on the financial and/or administrative operations of the DLSEC, the SSA Management Board by a majority vote of a quorum may assess additional fees to that Member District to offset expenditures.	<ul style="list-style-type: none"> • Litigation records • SSA Management Board agenda and/or minutes • Cost analysis 	

8.2	<i>8.2 Each member district will insure it's [sic] owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.</i>	8.2 A	The Fiscal Agent shall obtain insurance for any DLSEC purchased or leased vehicles. Costs shall be included in the DLSEC budget for pro-rata billing.	<ul style="list-style-type: none"> • Fiscal Agent insurance records • DLSEC budgets 	
		8.2 B	If a Member District is transporting student(s) who reside in another Member District, the transporting Member District shall provide requested verification of insurance to the student's home district in a timely manner, no later than fifteen (15) business days after receipt of the request.	<ul style="list-style-type: none"> • Member District insurance records • Applicable correspondence • Insurance verification documents 	

9	SSA Agreement 9. Transportation	OG#	Operating Guideline	Verification Documents	Support Documents
9.1	9.1 <i>Each member district bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.</i>	9.1 A	Each Member District shall provide transportation designated as a related service by the Admissions, Review, and Dismissal (ARD) committee for any of its students as described in the student's Individualized Education Program.	<ul style="list-style-type: none"> • ARD records and IEPs • Member District transportation records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		9.1 B	Member Districts shall operate buses, and/or establish contracted transportation agreements, including private transportation provided by parents or their agents, in accordance with applicable law. Each Member District shall maintain all required documentation.	<ul style="list-style-type: none"> • Member District transportation documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides
		9.1 C	Each Member District shall provide transportation for a student placed by an ARD committee in a Regional Day School for the Deaf, state placement such as the Texas School for the Blind and Visually Impaired, a Member District-initiated residential placement, or other in-district or out-of-district placement in accordance with applicable regulations.	<ul style="list-style-type: none"> • Member District transportation records • ARD records and IEPs 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides • Service Implementation Guides

9.2	<i>9.2 The student's district of residence (home / sending district) shall provide transportation for students placed in multi-district classrooms (MDC). The district providing transportation shall be responsible for insurance coverage for vehicles that transport students to and from school events and/or services, such as field trips, community based training, extra/co-curricular activities.</i>	9.2 A	Transportation arrangements for students with disabilities shall meet all Member District policies, procedures, and standards, including safety, insurance, and contract payments. Member Districts shall ensure that students with disabilities in Multi-District Program placements shall arrive and depart according to the campus schedule or the times designated in a student's Individualized Education Program (IEP). All students shall have a school day commensurate with their age-appropriate peers unless otherwise determined by an ARD committee and based upon documented individual student need. See SSA Agreement/Operating Guidelines 1.4E, 8.1B, 8.1C, and 9.2B.	<ul style="list-style-type: none"> • Multi-District Program placement and program records • Member District transportation records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides
		9.2 B	The SSA Management Board as a whole or one or more Member Districts may develop and implement joint transportation agreements for transporting students to Multi-District Programs. All provisions in the SSA Agreement and relevant Operating Guidelines shall apply. See SSA Agreement/Operating Guidelines 1.4E, 8.1B, 8.1C, and 9.2A.	<ul style="list-style-type: none"> • Multi-District Program placement and program records • Member District transportation records • Transportation agreements and documentation • SSA Management Board agenda and/or minutes 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides

10	SSA Agreement 10. Legal Responsibilities	OG#	Operating Guideline	Verification Documents	Support Documents
10.1	10.1 <i>The member district wherein the student resides shall be solely responsible for the provision of a FAPE.</i>	10.1 A	The Director and/or designee(s) shall develop and implement Management Implementation Guides and/or Service Implementation Guides that align with procedures described in the current Texas Legal Framework for the Child-Centered Special Education Process, which serve as the DLSEC Operating Guidelines. Applicable Management Implementation Guides and Service Implementation Guides shall detail management of special education services to assure provision of a Free Appropriate Public Education (FAPE) and compliant student records, including eligibility files and related documents.	<ul style="list-style-type: none"> • Student eligibility files 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records › Human Resources • Service Implementation Guides
		10.1 B	Each Member District shall comply with all provisions of the Management Document with Operating Guidelines, including provisions in the current Texas Legal Framework for the Child-Centered Special Education Process. Member Districts shall follow Management Implementation Guides and/or Service Implementation Guides to assure that Free Appropriate Public Education has been/is being provided for each student with a disability residing within the Member District. See SSA Agreement/Operating Guidelines 1.1B, 1.1C. Each Member District shall document provision of Free Appropriate Public Education by implementing services according to the Operating Guidelines, the Texas Legal Framework for the Child-Centered Special Education Process, the Management Implementation Guides/Service Implementation Guides, and the student's ARD/Individualized Education Program. Member Districts shall also document provision of Free Appropriate Public Education by maintaining each student's official/auditable record according to the Texas Legal Framework for the Child-Centered Special Education Process and Management Implementation Guides/Service Implementation Guides. See SSA Agreement/Operating Guidelines 1.1 B, 1.1C, 3.2 B, 3.2C, 3.2D, 5.3C, and 5.3D.	<ul style="list-style-type: none"> • Student records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Student Records › Human Resources • Service Implementation Guides

10.2	<i>10.2 The member district wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.</i>	10.2 A	For litigation involving a student placed by a Member District ARD committee in a Multi-District Program located in another Member District (receiving district), the student's district of residence (sending district) shall assume all legal fees. If the sending district believes that the receiving district should be liable for all or a portion of litigation and related costs, the sending district's superintendent and legal counsel may present its position to the SSA Management Board. The receiving district superintendent and legal counsel may present a response. Based upon the individual circumstance, the SSA Management Board may determine, through a majority vote of a quorum, that the receiving district shall be responsible in whole or in part, including determining any reimbursement of fees to the sending district.	<ul style="list-style-type: none"> • Legal and/or litigation documents • SSA Management Board agenda and/or minutes • Multi-District Program placement and program records • Reimbursement documentation 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides
10.3	<i>10.3 If the Co-op is a named party in a legal action, the Member District wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the Co-op for any legal costs incurred by the Co-op.</i>	10.3 A	If the DLSEC is a named party in a legal action that involves multiple students and/or multiple districts, the SSA Management Board shall follow procedures designated in SSA Agreement/Operating Guidelines 8.1B.	<ul style="list-style-type: none"> • As designated in Operating Guideline 8.1B 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Multi-District Program • Service Implementation Guides
10.4	<i>10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.</i>	10.4 A	For legal or other action filed against the DLSEC and/or the Fiscal Agent by personnel serving in itinerant or DLSEC positions, a majority vote of a SSA Management Board quorum may determine that the Fiscal Agent should not bear the entire costs for legal fees. The SSA Management Board may assign costs on the same pro rata basis as other joint costs or assign proportional costs due to a situation in which the SSA Management Board determines that a significantly disparate liability exists for Member Districts.	<ul style="list-style-type: none"> • Legal and/or litigation documents • SSA Management Board agenda and/or minutes • Personnel records • Applicable correspondence • Financial records 	<ul style="list-style-type: none"> • Texas Legal Framework for the Child-Centered Special Education Process Website • Management Implementation Guides: <ul style="list-style-type: none"> › Human Resources › Multi-District Program • Service Implementation Guides
10.5	<i>10.5 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 [sic]</i>	10.5 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Agreement and subsequent revisions or amendments 	

10.6	<p><i>10.6 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from 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 who shall share the cost of mediation services based upon an equal split between the Member Districts. 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 [sic] decisions. The parties to the dispute must agree before any settlement is binding.</i></p>	<p>10.6 A</p> <p>A SSA Management Board member who identifies an unresolved and/or disputed issue regarding the SSA Agreement shall request a conference with the SSA Management Board Chairperson and Director. If the issue is identified by the SSA Management Board Chairperson, the Director shall appoint two other Member District Superintendents to participate in the conference. Participants in this conference shall jointly determine (by majority rule, if necessary) an Initial Resolution Process. The Initial Resolution Process shall include obtaining legal opinions (if applicable), identifying options, conducting informal conferences, and initiating negotiations. If the dispute is not settled through the Initial Resolution Process, the SSA Management Board Chairperson shall call a SSA Management Board meeting or place a discussion item on an upcoming SSA Management Board agenda. If the SSA Management Board is unable to resolve the issue, a majority vote of a SSA Management Board quorum shall determine the process to implement mediation.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Legal Documents • Applicable correspondence • Conference, Initial Resolution Process, and/or mediation documentation 	
		<p>10.6 B</p> <p>A majority vote of a SSA Management Board quorum shall determine the application of “equal split” for cost-sharing among parties, including applying a proportional share equal to the members’ pro rata size as determined in SSA/Operating Guidelines 6.2.</p>	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • Financial documents • Applicable correspondence 	

11	SSA Agreement 11. The Agreement	OG#	Operating Guideline	Verification Documents	Support Documents
11.1	<i>11.1 This agreement will be automatically renewed by each member district annually unless notice of withdrawal or dissolution is given under the terms of this agreement.</i>	11.1 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	
11.2	<i>11.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Co-op and responsibilities under any prior Cooperative agreement.</i>	11.2 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	
11.3	<i>11.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.</i>	11.3 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	
11.4	<i>11.4 This agreement is governed by the laws of the State of Texas.</i>	11.4 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	
11.5	<i>11.5 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.</i>	11.5 A	The SSA Management Board shall discuss any provision held as unenforceable or in violation of law at its next regularly scheduled SSA Management Board meeting. The SSA Management Board Chairperson or Director may call a special purpose meeting to discuss immediately a provision critical to DLSEC operations. See SSA Agreement/Operating Guidelines 2.4A and 2.4B.	<ul style="list-style-type: none"> • SSA Management Board agenda and/or minutes • SSA Agreement and subsequent revisions or amendments • Applicable correspondence 	
11.6	<i>11.6 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.</i>	11.6 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	

11.7	<i>11.7 The effectiveness of this agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007</i>	11.7 A	The Fiscal Agent Superintendent and/or designee(s) shall maintain the approval document from the Texas Commissioner of Education under TEC 29.007. Should a renewal be required, it is the joint responsibility of the Director and the SSA Management Board Chairperson to obtain the renewal and submit it to the Fiscal Agent Superintendent.	<ul style="list-style-type: none"> • Approval and subsequent required renewal document(s) from the Texas Commissioner of Education 	
11.8	<i>11.8 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.</i>	11.8 A	The Director shall retain signed copies of the SSA Agreement from each Member District documenting approval by each Member District's Board of Trustees.	<ul style="list-style-type: none"> • Signed copies of the SSA Agreement 	
11.9	<i>11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.</i>	11.9 A	Subsection stands as written.	<ul style="list-style-type: none"> • SSA Agreement and subsequent revisions or amendments 	

Presented for SSA Management Board Review, October 29, 2015
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