

MANAGEMENT BOARD POLICY AND PROCEDURES

FOR THE

**BUSHLAND SPECIAL EDUCATION SHARED SERVICE
ARRANGEMENT (SSA)***

MEMBER DISTRICTS

ADRIAN INDEPENDENT SCHOOL DISTRICT

BOYS RANCH INDEPENDENT SCHOOL DISTRICT

BUSHLAND INDEPENDENT SCHOOL DISTRICT

VEGA INDEPENDENT SCHOOL DISTRICT

WALCOTT INDEPENDENT SCHOOL DISTRICT

WILDORADO INDEPENDENT SCHOOL DISTRICT

***To be a contract each Member District's Board of Trustees must approve this policy.**

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SSA Membership

- A. Adrian, Boys Ranch, Bushland, Vega, Walcott, and Wildorado Independent School Districts (the “Member Districts”) agree to jointly operate their Special Education programs under Texas Education Code section 29.007 and Texas Government Code section 791.001 as the Bushland Special Education Shared Service Arrangement (“SSA”).
- B. Members may be added to the SSA when the following requirements are met:
1. Written request is made to the SSA Management Board.
 2. Majority approval is given the request by the Management Board.
 3. Approval by all participating Member Districts’ Boards of Trustees is obtained.
 4. Approval by the Texas State Commissioner of Education is obtained.
- C. To withdraw or change the SSA location, the following requirements shall be met:
1. Written request is made to the SSA Management Board.
 2. Majority approval is given the request by the SSA Management Board.
 3. Approval by all participating Member Districts’ Boards of Trustees is obtained.
 4. A deadline of February 1 for LEA notification to the TEA of SSA configuration changes to be effective the subsequent fiscal year (July1 for federal funds).
 5. Written notification must be directed to the Division of Special Education, and it must contain, at a minimum:
 - a. Configuration information for any continuing SSA;
 - b. Information regarding the single member, fiscal agent, or SSA member status of each LEA impacted by the SSA change; and
 - c. Signatures of the official representative(s) of each LEA directly impacted by the change.
 6. Approval by the Texas Commissioner of Education is obtained.
 7. All property (e.g. basic texts, equipment and supplies) in the withdrawing District at the time of withdrawal notification, will remain in the withdrawing District if the property is not needed for/by other students in the remaining Member Districts of the SSA.
 8. Any unspent funds generated by the withdrawing District, and unencumbered fund balanced determined at the end of the fiscal year audit, will be pro rated back to the withdrawing District.
- D. The Member Districts do not intend, by entering this Agreement or by any other means, to create a separate or additional legal entity.
- E. The SSA’s administrative offices will be located at Bushland Independent School District’s central office at 2300 Wells, Bushland, Texas 79012.

MANAGEMENT BOARD POLICIES

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- F. The Special Education program will be operated in compliance with applicable federal and state law, including the Individuals with Disabilities Education Act, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Chapter 29 of the Texas Education Code, implementing regulations for all applicable statutes and SSA Policies approved by all Member Districts through the Management Board.

SSA Management Board Membership

- A. The SSA shall be governed by the Management Board (the “Board”), comprised of each of the Superintendents of each of the participating Member Districts. Board Responsibilities include, but are not limited to:
1. To govern the SSA.
 2. To develop and implement policies for the operation of the total program of Special Education as directed by the Texas Education Agency.
 3. To review and approve the budgets submitted by the Director of Special Education.
 4. To evaluate the program of Special Education in the SSA.
 5. To advise and inform their districts’ Boards of Trustees on the operation of the SSA.
 6. To approve the employment of the SSA’s Special Education Director (the “Director”).
 7. To supervise the work of all personnel in the SSA.
 8. Additional powers and duties of the SSA Board shall be determined by SSA policy.
- B. The Board meets a minimum of once per year or upon request to the Chairperson by any member of the Board to consider matters pertaining to the program. The meeting will be held at the end of the school year, or as needed upon request as stated herein.
- C. The Fiscal Agent’s Superintendent shall serve as the Chairperson for the Board. The Board Chairperson presides over the meetings of the Board and, if needed, calls meetings upon the request of any Board member. The Board Chairperson shall record or appoint someone to record the minutes of each Board meeting.
- D. The Special Education Director (the “Director”) will be the Chief Administrator of the SSA. The Director shall serve under a contract with the Fiscal Agent District. Administrative decisions regarding daily operations of the instructional program and approved, budgeted expenditures, consistent with SSA policies are within the authority of the Director. The SSA policies will determine the extent of the administrative authority and contractual power of the SSA Director.

Responsibilities of the Fiscal Agent for the SSA.

- A. Bushland ISD will act as Fiscal Agent.
- B. The Board of Trustees of Bushland ISD shall be the Board to carry out the functions of the Fiscal Agent of the SSA.
- C. Responsibilities of the Fiscal Agent are:
 - 1. To conduct the business affairs of the SSA.
 - a. To receive and disburse payments.
 - b. To process purchase orders and comply with competitive bidding laws, when required.
 - c. To issue contracts to administrative, office and itinerant personnel employed by the SSA.
 - d. To negotiate and issue contracts or enter into employment relationships for personnel serving the SSA for:
 - 1. Non-public Schools
 - 2. Region 16 contracts
 - 3. Other contracts that are appropriate for the operation of the SSA
 - e. To maintain financial records and accounting procedures as required by the Texas Education Agency for all itinerant staff and SSA office staff.
 - f. To prepare and submit all reports and applications required by state, local or federal regulations.
 - g. To prepare billing for each Member District's pro rata share of SSA expenses.
 - h. To provide suitable facilities for special education administration and support.
 - i. To provide office space for support personnel and storage space for materials and supplies.
 - 2. The Fiscal Agent shall not be required to provide student transportation under the SSA.

General Obligations of Member Districts

- A. Each Member District will submit information required by the Fiscal Agent to complete reports that are required by state and federal regulations.
- B. Each Member District will provide adequate personnel, facilities and the operating expenses for such facilities for Special Education units assigned to the district.
- C. Each SSA employee will be governed by the policies of the Member District to which he/she is assigned, or if assigned to more than one District, that District to which he/she is assigned the greatest amount of time. The Member Districts' policies shall include, but are not limited to, the following:
 - 1. Leave of Absence
 - 2. Sick Leave
 - 3. Authorized Leave
 - 4. Teacher Retirement
 - 5. Unemployment Insurance
 - 6. Worker's Compensation
 - 7. Annuities
 - 8. Local Bonuses
 - 9. Insurance Benefits and Plans
 - 10. Reduction-in-Force
- D. Each Member District shall be responsible for transporting its students as needed in connection with the SSA.
- E. Member Districts are ultimately responsible for the education of all eligible, disabled students within its District's boundaries, whether the child is served in the local program, SSA, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee.
- F. The District in which the student receives services will be responsible for maintenance and recording of all Public Education Information Management Systems ("PEIMS") data.

Fiscal Practices.

- A. The Special Education Director will submit, for the Management Board approval, budgets for IDEA-B funds for the SSA. Upon approval by the Fiscal Agent's Board of Trustees, these budgets will be incorporated into the Fiscal Agent's budget.
- B. Each Member District shall submit payment of its pro rata share for the operation of the SSA. The payment will be made on an annual basis, due on or before May 31st. Each Member District's pro rata share shall be based on the Member District's actual Special Education enrollment as of the October snap shot date and shall be stated as a percentage. The percentage shall be the Member District's October snap shot day enrollment of all Member Districts' total Special Education population. Expenses will be divided by each District's percentage of the total Special Education population. The Member Districts will be billed in the spring for payment in May.
- C. The pro rata share of operation expenses for the SSA shall be based on the number of students in each Member District participating in the SSA as a percentage of the whole. The prior year's federal count, generated by the Fall PEIM's submission will be used to calculate each Member District's share of expenses.
- D. Each Member District shall pay its pro rata share of expenses to the SSA from its federal, state and/or local funds, whichever are available to the Member District , based on the number of students in each Member District participating in the SSA as a percentage of the whole.
- E. Each Member District shall pay its pro rata share of the cost of the following expenses:
 - 1. Administrative office and support personnel:
 - a. Salary and bonus
 - b. Worker's compensation
 - c. Unemployment insurance
 - d. Group insurance
 - e. Travel expenses
 - 2. Homebound teacher (if applicable):
 - a. Salary and bonus
 - b. Worker's compensation
 - c. Unemployment insurance
 - d. Group insurance
 - e. Travel Expenses
 - 3. Office expenses.
 - 4. Each Member District shall reimburse the Fiscal Agent its respective pro rata share of instructional supplies and materials purchased with SSA budget funds.

MANAGEMENT BOARD POLICIES

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- F. Any uncontrollable administrative costs incurred by the SSA that are over and above the amount of /or federal funds shall be billed pro rata to each Member District according to Paragraph C above.
 - G. All assets purchased by the SSA are the property of the SSA.
 - H. Except for the SSA's 25% set-aside of IDEA-B funds, each Member District will maintain locally and separately its own funds for residential placement, and will be liable for costs associated with its residentially placed students.

Risk of Loss

- A. 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 fees, and settlement costs.
- B. Expenditures incurred related to grievances, lawsuits, or any other legal action taken against the Fiscal Agent pertaining to this Agreement, including actions taken by the SSA employees, shall be shared by the Districts in the SSA.
- C. Each Member District will insure its 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.

Coordination of School Calendars

- A. SSA teachers and aides will follow the school calendar of the district where they are assigned.
- B. Support staff will follow the school calendar of the Fiscal Agent.
- C. Itinerant personnel assigned to more than one Member District will follow the calendar of the district to which they are assigned the greatest percentage of time

Personnel Policies

A. Employment

1. Each Member District's superintendent and Board of Trustees will approve the employment and, if appropriate, issue contracts to personnel assigned full time to their district.
2. Personnel employed full time within one Member District shall receive a salary and other benefits based on that Member District's schedule of salary and benefits. The Member District will be responsible for all personnel records of SSA personnel assigned to it.
3. Employment of support personnel will be approved by the Management Board and will receive salary and benefits based on the Fiscal Agent's schedule of salary and benefits.
4. Personnel employed to serve more than one Member District will receive a salary and benefits of the district to which they are assigned the greatest percentage of time. The Member District to which the employee is assigned the greatest percentage of time will be responsible for all personnel records of that SSA employee.
5. Personnel employed to serve more than one district shall be governed by the employment policies of the Member District to which they are assigned the greatest amount of time.
6. Homebound teachers will be employed as needed. The need for homebound teachers must be established according to the State Board of Education Rules for disabled students. Securing the teacher shall be the responsibility of the Member District, assisted by the Director, if needed.
 - a. Each Member District will provide the teacher for their homebound students with salary, based that Member District's schedule; or,
 - b. A homebound teacher may be provided by the Fiscal Agent, with a salary based on the Fiscal Agent's schedule and transportation charged at the State rate.

B. Assignments will be determined by:

1. Annual review of the student load within each Member District.
2. Annual review of student eligibility information.
3. Availability of personnel through funding from state, federal, and local funds.

C. Responsibilities

1. SSA personnel will be responsible for following the local board policies of the Member District to which they are assigned, or if assigned to more than one District, the District to which they are assigned the greatest percentage of time.
2. SSA personnel will be responsible for complying with SSA policies and procedures.

MANAGEMENT BOARD POLICIES

D. Evaluation

1. The Director of Special Education will be evaluated pursuant to the Fiscal Agent's administrative personnel evaluation policy. The Fiscal Agent's Superintendent will review the evaluation with the Director of Special Education.
2. Each SSA teacher will be evaluated in accordance with the Member District's evaluation system to which they are assigned, or if assigned to more than one District, the District to which they are assigned the greatest percentage of time. The Superintendent of the Member District will be responsible for determining the evaluation for the teacher.

E. Dismissal

1. Dismissal of employees serving one Member District shall be on the recommendation of the Superintendent and Board of Trustees of that District.
2. Dismissal of employees serving more than one Member District shall be upon joint recommendation of all Superintendents and Boards of Trustees of districts receiving the services of that employee. This policy applies to teachers, aides, support staff, and the Director of Special Education
3. Reduction of personnel due to the lack of funds shall be determined by the Management Board and approved by the Member District's Board of Trustees that will be affected by the reduction. The applicable personnel policy shall be the policy of the district in which the employee is assigned the majority of his or her time.

- F. Any hearing on an employee grievance, termination, or nonrenewal shall be the responsibility of the Member District where the employee serves, unless the employee serves multiple Districts, in which the case the Member District to which the employee is assigned the greatest percentage of time, shall have sole responsibility, and such hearing will be held in accordance with the policies of that Member District.

Program Planning and Review

- A. The Director of Special Education shall present a report to the Management Board on an annual basis. The report shall include:
 - 1. Summary of students' services provided
 - 2. Summary of SSA expenditures
 - 3. Needs assessment based on:
 - a. student services
 - b. state and federal policy changes
 - c. newly identified student needs
 - d. budget projections
 - e. requests for additional services
 - f. community input
 - g. requests from Member Districts
 - h. special education improvement plans
 - i. campus improvement plans
 - 4. Recommendations for program development:
 - a. development of additional services
 - b. additional personnel
 - c. projected budgets – federal
 - d. changes in curriculum
 - e. personnel development
 - f. other program area considerations as appropriate
- B. The Management Board shall consider for approval all recommendations made by the Director of Special Education.
- C. Any member of the Management Board may submit recommendations for consideration by the Management Board.
- D. Those recommendations approved for action and requiring Board of Trustee action will be submitted by the Superintendent of each Member District to his/her Board of Trustees.
- E. Those recommendations receiving all required approvals will be implemented according to time lines suggested in each recommendation.
- F. If an ARD Committee makes a placement recommendation that is not available, the Board shall consider and develop an alternative placement recommendation(s) within five (5) working days of receiving the ARD Committee recommendation. The Director shall be charged with notifying the ARD Committee and all necessary persons of the alternative placement(s) developed.

Director of SSA Administrative Responsibilities

- A. The Director shall develop and implement a local public participation program.
- B. The Director shall inform and make recommendations to the Board.
- C. The Director shall participate in local and regional planning and evaluation.
- D. The Director shall develop and implement local procedures for the child-centered educational process.
- E. The Director shall develop and implement a local basic special education program that addresses the following:
 - 1. Curriculum
 - 2. Instructional options
 - 3. Personnel
 - 4. Special services
 - 5. Management system
- F. The Director shall develop and implement local special program provisions for the basic special education program.
- G. The Director shall develop and implement a local program support system for the basic special education program.
- H. The Director shall assist in acquiring and accounting for funds used in the operation of the local special education program.
- I. The Director shall serve as the deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act.

Expenditures and Accounting for SSA Funds

- A. The Director of Special Education shall submit, for Management Board approval, budgets for the expenditures of available federal funds.
- B. The Fiscal Agent's accounting procedures shall be applied to all SSA business transactions.
- C. The Fiscal Agent's business office shall maintain all financial records of the SSA.

System for Flowing and Accounting for SSA Funds

- A. Individual school districts will receive special education monies. The individual school districts will pay the special education staffs' state salaries (local bonuses come out of local funds) and any substitute teacher's pay for the pay period.
- B. The assigned pro-rata share of funds shall be sent to the Fiscal Agent. The Fiscal Agent requests these funds be sent on an annual basis by May 30th.
- C. Federal funds will be spent in the manner and categories prescribed in the budget adopted by the Board.

In the event expenditures exceed the anticipated figures as outlined in the budget, the Member Districts will be assessed their share of the excess cost based on the formula to allocate operating expenses as set forth in **Fiscal Practices**, paragraph C.

Policy and Review and Amendment

- A. Policies will be reviewed annually by the Management Board.
- B. Amendments will require a unanimous vote of the Management Board for approval.
- C. Upon approval by the Management Board, all policies and amendments shall be approved by each Member District's Board of Trustees.
- D. It shall be the responsibility of the superintendent of each Member District to obtain approval of the SSA policies and amendments from its Board of Trustees.
- E. Upon obtaining resolutions from each Member District's Board of Trustees approving the policies and amendments, it shall be the responsibility of the Special Education Director to prepare and disseminate amended policies to the Management Board members.

Termination of the SSA

- A. SSA may be terminated upon unanimous vote of the Management Board and approval of the Texas Commissioner of Education. Upon termination, the decision of a majority of the members of the Board of Management will determine the disposition of remaining funds, equipment, and materials.

- B. Each Member District agrees to reimburse the Fiscal Agent its pro-rata share of all encumbered monies and other outstanding indebtedness resulting from all previously approved SSA contracts and agreements and from any claims, debts or causes of action arising out of or related to the dissolution of the SSA itself. This pro rata share of each Member District will be computed on the ADA for the last full year the SSA was intact.

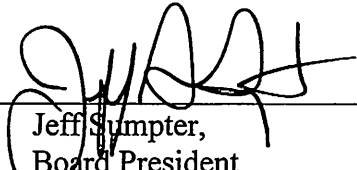
Miscellaneous Agreement Provisions

- A. Each Member District will automatically renew this Agreement annually unless otherwise terminated by action of the Texas Education Agency.
- B. This Agreement will supersede all previous agreements among the parties in relation to the operation of the SSA and the responsibilities under any prior SSA agreement.
- C. This Agreement will apply to and bind the representatives and the successors in interest of the parties to this Agreement.
- D. The laws of the State of Texas govern this Agreement.
- E. If any provision of this Agreement becomes or is held to violate any law or is unenforceable, 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.
- F. Citations of and references to any specific federal or state statute or administrative regulation in this Agreement shall include any amendment or successor of that statute or regulation.
- G. The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code Section 29.007.
- H. It is understood and agreed that this Agreement is conditioned upon the approval of identical counterparts, each of which shall be deemed original for all.

MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: 
Jeff Sumpter,
Board President
Date: 1-20-15

Vega Independent School District

By: _____
Roger Broman,
Board President
Date: _____

Adrian Independent School District

By: _____
Richard Harwood,
Board President
Date: _____

Walcott Independent School District

By: _____
John Perrin
Board President
Date: _____

Boys Ranch Independent School District

By: _____
Ken Teel
Board President
Date: _____

Wildorado Independent School District
a

By: _____
Shannon Leavitt,
Board President
Date: _____

MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: _____
Jeff Sumpter,
Board President
Date: _____

Vega Independent School District

By: _____
Roger Borman,
Board President
Date: _____

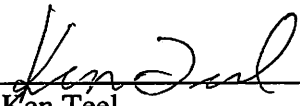
Adrian Independent School District

By: _____
Richard Harwood,
Board President
Date: _____

Walcott Independent School District

By: _____
John Perrin
Board President
Date: _____

Boys Ranch Independent School District

By: _____

Ken Teel
Board President
Date: January 20, 2015

Wildorado Independent School District

By: _____
Shannon Leavitt,
Board President
Date: _____

MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: _____
Jeff Sumpster,
Board President
Date: _____


Vega Independent School District

By: _____
Roger Broman,
Board President
Date: _____

Adrian Independent School District

By: _____
Richard Harwood,
Board President
Date: _____

Walcott Independent School District

By: 
John Perrin
Board President
Date: _____

Boys Ranch Independent School District

By: _____
Ken Teel
Board President
Date: _____

Wildorado Independent School District
a

By: _____
Shannon Leavitt,
Board President
Date: _____

MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: _____
Jeff Sumpter,
Board President
Date: _____

Vega Independent School District

By: _____
Roger Brorman,
Board President
Date: _____

Adrian Independent School District

By: _____
Richard Harwood,
Board President
Date: _____

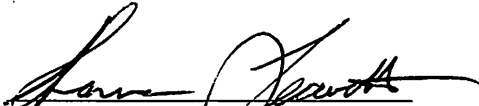
Walcott Independent School District

By: _____
John Perrin
Board President
Date: _____

Boys Ranch Independent School District

By: _____
Ken Teel
Board President
Date: _____

Wildorado Independent School District
a

By: 
Shannon Leavitt,
Board President
Date: 1-16-15

MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: _____
Jeff Sumpter,
Board President
Date: _____

Vega Independent School District

By: Roger Brorman
Roger Brorman,
Board President
Date: 1-9-15

Adrian Independent School District

By: _____
Richard Harwood,
Board President
Date: _____

Walcott Independent School District

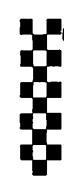
By: _____
John Perrin
Board President
Date: _____

Boys Ranch Independent School District

By: _____
Ken Teel
Board President
Date: _____

Wildorado Independent School District
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By: _____
Shannon Leavitt,
Board President
Date: _____



MANAGEMENT BOARD POLICIES

This Agreement has been duly executed as of the date first below written.

Bushland Independent School District

By: _____
Jeff Sumpter,
Board President

Date: _____

Vega Independent School District

By: _____
Roger Broman,
Board President

Date: _____

Adrian Independent School District

By: Richard Harwood
Richard Harwood,
Board President

Date: 1-16-15

Walcott Independent School District

By: _____
John Perrin
Board President

Date: _____

Boys Ranch Independent School District

By: _____
Ken Teel
Board President

Date: _____

Wildorado Independent School District

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By: _____
Shannon Leavitt,
Board President

Date: _____