

**INTERLOCAL COOPERATION AGREEMENT FOR THE COOPERATIVE DISCIPLINARY  
ALTERNATIVE EDUCATION CAMPUS**

This agreement is entered into by, between, and among the following school districts ("Participating Districts"):

**Westhoff Independent School District**

And Nixon-Smiley Consolidated Independent School District, for the express purpose of

participating in a **Cooperative Disciplinary Alternative Education Program Campus**

**(" Cooperative DAEP") consisting of a basic DAEP unit grades K-12, Level 3, and the PACE**

**Program**. The Participating Districts may be referred to collectively as "the Parties".

WHEREAS, the Participating Districts are all local governments and the Cooperative DAEP campus is the context contemplated herein is a "governmental function and service" as that term is defined in the Texas Interlocal Cooperation Act, ("Act") codified as Chapter 791 of the Texas Government Code;

WHEREAS, the Act authorizes local governments to contract or agree with other local governments in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually;

WHEREAS, Chapter 37 of the Texas Education Code permits school districts to place students in a disciplinary alternative educational program;

WHEREAS, the Parties agree that the Cooperative DAEP campus established by this Interlocal Agreement may serve certain students who have been placed in one of the disciplinary alternative education programs listed by a Participating Districts; and

WHEREAS, the Parties agree that the educational services of the Cooperative DAEP

campus can be administered most efficiently at a centralized location:

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

## **1.0 General Purpose.**

The Cooperative/ Shared Service Arrangement DAEP programs are established by the Participating Districts for students who have been placed in one or more of the units on the DAEP campus by the Participating Districts.

## **2.0 Administration of the Cooperative DAEP Campus.**

2.1 Nixon-Smiley Consolidated Independent School District shall serve as fiscal agent ("Fiscal Agent") for the Cooperative DAEP campus.

2.2 The Fiscal Agent shall:

1. Supervise students assigned to the Cooperative DAEP campus in accordance with applicable state and federal law;
2. Provide administration for the educational services provided by the Cooperative DAEP campus;
3. Be responsible for developing classroom guidelines for student conduct;
4. Report grades to Participating Districts;
5. Furnish normal teaching supplies;
6. Establish the school day, including the beginning, ending, and education times in accordance with applicable state laws, performance goals and objectives of the Program;
7. Be responsible for the classroom environment, i.e., classroom setup;
8. Implement the Student Code of Conduct approved by the Fiscal Agent; and
9. Ensure the provision of standard school amenities, including a Comprehensive breakfast and lunch program, access to on-call district nurses, and trauma/crisis counseling services in emergency circumstances.

- 2.3 The Cooperative DAEP campus will operate at 102 US Hwy 87 W., Smiley, Texas 78159 ("Campus"). All expenses for maintenance of the campus shall be borne as provided herein.
- 2.4 The students that are eligible to participate in the Cooperative DAEP programs shall be students enrolled in any of the Participating Districts.
- 2.5 The Fiscal Agent shall be responsible for designating a Campus Administrator to oversee the educational services provided by the Cooperative DAEP campus. The Fiscal Agent shall prepare the budget and shall receive and disburse funds applicable to education services. The Fiscal Agent shall be responsible for supervision and oversight of the educational programs and supervising education personnel serving the campus and also shall be responsible for maintaining all education records applicable to the Cooperative DAEP campus, correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and provision of necessary curriculum and other such responsibilities normally associated with administration and provision of educational services. The Fiscal Agent shall maintain a separate, stand-alone budget for the Cooperative DAEP campus. The Cooperative DAEP campus and the funds used to operate said campus shall be audited annually, and the written audit made available upon request to the Participating Districts.

- 2.6 The DAEP Annual Costs for the 2026-2027 school year is:

**\$5,000.00 for 100 student days\***

**\*Days include K-12 DAEP, Level 3 and PACE program. Participating districts may choose to use the days in any of all of the programs at their discretion. The participating districts will receive a monthly statement of "days used" to better understand usage. Any average days will result in a cost of \$55.00 a day.**

- 2.7 Participating Districts shall make payment to the Fiscal Agent of one-half of the Annual Fee no later than September 30th of the term year and the remaining one-half no later than January 30th of the term year.
- 2.8 Nothing herein shall require any Participating School District other than the student's home school district to pay the expense necessary to address or accommodate any additional needs of students with disabilities. Such services, costs and expense incurred because of special services required by a student's Individualized Education Program (hereinafter, "IEP") or accommodation plan shall remain the responsibility of the home school district recommending the placement.
- 2.9 Pursuant to Texas Local Government Code section 271.903, the obligation of a Participating District to participate in the Agreement after the 2026-27 term is conditioned on a best effort attempt by the Board of Trustees of the Participating District to obtain and appropriate funds for payments due under this Agreement.

### **3.0 School Districts' Participation.**

- 3.1 The participating School Districts agree that nothing herein shall require the Participating School Districts to involuntarily incur expense other than as set forth in the Agreement. In accordance with the Texas Interlocal Cooperation Act, each Participating District paying for the performance of the services outlined in this Agreement shall make those payments from current revenues available to the paying party.
- 3.2 Each Participating District will retain all average daily attendance ("ADA") funding for students participating in the Cooperative DAEP programs to the extent permitted by law.

### **4.0 Materials/Special Programs/Services**

- 4.1 In addition to paying the Annual Fee and Daily Rate as provided herein, each

Participating District will provide the following to the Cooperative DAEP for each of the District's students participating in the Cooperative DAEP programs:

1. All necessary textbooks, including teacher's editions and all teacher resource materials and tests for students working at grade level;
  2. Borrowing privileges, such as library and equipment usage;
  3. Standardized testing;
  4. Standardized preparation materials for individual grade equivalencies.
- 4.2 All necessary services for students with disabilities not provided by at the Cooperative DAEP campus, including, but not limited to the following:
1. Special Education assessment services and responsibility for notification and conducting of Admission, Review and Dismissal Committee (hereinafter, "ARD") meetings in accordance with state and federal law; IEP services and special education personnel to implement and monitor IEP's; Requirements concerning programs and accommodations for Section 504 students; assistive technology, supplementary aids and services and related services, including transportation, determination necessary for a student with a disability/ies by the student's ARD Committee or 504 Committee;

***Upon assignment to a DAEP program, the ARD Committee at the student's home campus should thoroughly review the student's accommodations, BIP, and Individualized Education Program (IEP) prior to placement. This review ensures the DAEP setting aligns with the student's academic, therapeutic, and behavioral needs. Upon receiving the ARD documentation for an enrolling student, DAEP administrators***

*will carefully review it and promptly communicate with the home campus if there are any questions or concerns, prior to the student's enrollment, regarding the services the student may require during their time at DAEP.*

*At DAEP, certified teachers collaborate with students, and coursework is delivered in the classroom and through a computer-based learning platform. Standard classroom and testing accommodations are typically available to support student success. The program's structure is not designed to accommodate heavily modified coursework that is significantly below grade level or requires intensive, individualized staffing and instruction.*

4.3 Each participating District shall be responsible for any and all costs incurred as a result of the acts of any one of their students, or as a result of any of their students or their student's families or guardians, including, but not limited to, filing any claim or due process hearing challenging placement, or services or implementation of those services pursuant to 20 U.S.C. sections 1400-1485 (IDEA) 29 U.S.C. section 794 (section 504 of the Rehabilitation Act of 1973) or Chapter 37 of the Texas Education Code. "Costs" shall include, but not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement

## **5.0 Reporting.**

5.1 For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Cooperative DAEP shall be reported as if the student were enrolled at the student's home district in the student's regularly assigned education program, including a special education program, where applicable and to the extent permitted by law. The Participating District of each student shall cooperate fully in making such

reports and accepting such accountability. All Public Education Information Management System ("PEIMS") reporting requirements for the students placed in the Cooperative DAEP shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, to the extent permitted by law.

5.2 PEIMS reports will be the responsibility of the individual school district. The Cooperative DAEP campus shall provide all needed information to the school districts for the report, including, but not limited to, the reason for placement, date of placement, and projected date of return.

5.3 The Participating Districts agree that any student placed in a DAEP program by court order will be reported for purposes of PEIMS data standards Disciplinary Action Reasons Code 21.

## **6.0 Staffing and Physical Location.**

6.1 The Fiscal Agent shall provide all educational staff and will be responsible for their training and shall provide educational services as provided herein.

6.2 The Fiscal Agent shall provide a campus site and buildings for the Cooperative DAEP campus. Physical maintenance, utility expenses, and facility standards to comply with the Americans with Disabilities Act shall be the responsibility of the Fiscal Agent.

6.3 Except as provided in the Agreement, the educational component of the Cooperative DAEP programs shall be subject to the policies adopted by the Board of Trustees of the Fiscal Agent. Cooperative DAEP campus educational staff members shall be employees of the Fiscal Agent and shall be subject to the personnel policies of the Fiscal Agent.

## **7.0 Transportation.**

7.1 Neither the Cooperative DAEP campus, nor the Fiscal Agent is responsible for transportation of students attending the Cooperative DAEP campus,

including students with disabilities who require transportation as a related service. Transportation of students attending the Cooperative DAEP campus will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district.

## **8.0 Term of the Agreement.**

8.1 The term of this Agreement shall from August 1, 2026 to July 31, 2027. This Agreement may be renewed thereafter on a year-to-year basis by written consent as described in section 3.4. Any Participating District which fails to provide such written consent will not be eligible to receive services from the Cooperative DAEP campus.

## **9.0 General Provisions.**

- 9.1 Nothing in this Agreement waives any immunity or defense of the Participating Districts under both statutory and common law. No provisions of this Agreement are consent to suit. There are no third-party beneficiaries to the Agreement.
- 9.2 This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.
- 9.3 Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party.
- 9.4 All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested)

addressed to the respective other Party.

- 9.5 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provisions of this Agreement are determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

[Signature page follows.]

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Participating Districts by action on dates as indicated below, to be effective the 1st day of August, 2026

WESTHOFF INDEPENDENT SCHOOL DISTRICT

Date of Authorization: \_\_\_\_\_

By:

\_\_\_\_\_

President, Board of Trustees

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Date of Authorization: \_\_\_\_\_

By:

\_\_\_\_\_

President, Board of Trustees