

**INTERLOCAL COOPERATION AGREEMENT FOR
DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM SERVICES**

This Interlocal Cooperation Agreement for Disciplinary Alternative Education Program services (“Agreement”) is entered into by and between the Celina Independent School District (“Celina ISD”) and the Gunter Independent School District (“Gunter ISD”), referred to individually as a “Party” and collectively as the “Parties,” for the express purpose of allowing the participation of Gunter ISD students in the Celina ISD disciplinary alternative education program (“DAEP”).

Recitals

WHEREAS, the Parties are local governmental entities, and the Celina ISD DAEP in the context contemplated herein is a “governmental function and service,” as that term is defined in the Texas Interlocal Cooperation Act, (the “Act”) codified as Chapter 791 of the Texas Government Code;

WHEREAS, the Act authorizes the Parties, as local governmental entities, to contract or enter an agreement with other local governments in accordance with the Act to perform governmental functions and services that the Parties are authorized to perform individually;

WHEREAS, Chapter 37 of the Texas Education Code permits the Parties to place students in a DAEP;

WHEREAS, the Parties may provide a Cooperative DAEP jointly with one another or may contract with third parties for DAEP services pursuant to Texas Education Code 37.008(d) and 19 TAC 103.1201(d); and

WHEREAS, the Parties agree that the Celina ISD DAEP may serve Gunter ISD students who have been placed in a DAEP.

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:

Terms and Agreement

1. General Purpose

The Cooperative DAEP is established for students who have been placed in a DAEP by a Participating District.

2. Celina ISD Responsibilities

2.1. Celina ISD shall provide the following to all students placed in the Celina ISD DAEP:

2.1.1. Supervise students assigned to the Celina ISD DAEP in accordance with Celina ISD Board of Trustees’ (“Board”) policies and applicable state and federal laws

and regulations to include, but not be limited to: maintain supervision and oversight of the educational program; enforce classroom guidelines for student conduct under the Celina ISD Student Code of Conduct; establish start / end times for instruction; and provide necessary supporting services such as a nurse / clinic aide and/or free breakfast / lunch, as applicable;

- 2.1.2. Provide administration for the educational services provided by the Celina ISD DAEP, to include the provision of an online instructional platform for applicable secondary students;
- 2.1.3. Report grades and submit each student's completed assignments to Gunter ISD when timely provided by the student's home campus;
- 2.1.4. Operate the Celina ISD DAEP at a Celina ISD campus and/or campus(es) in accordance with Celina ISD Board Policies and applicable state and federal laws and regulations;
- 2.1.5. Hire and supervise personnel serving the Celina ISD DAEP; and
- 2.1.6. Maintain all educational records applicable to the Celina ISD DAEP, correspondence with Gunter ISD regarding the status and ultimate disposition of each assigned Gunter ISD student, and provision of an online instructional program and other such responsibilities associated with administration and provision of educational services as except as otherwise limited in this Agreement.

2.2. Gunter ISD students participating in the Celina ISD DAEP shall remain students enrolled in Gunter ISD.

2.3. Gunter ISD understands and agrees that Celina ISD may enforce any specific health and safety rules or guidelines that apply to other students of Celina ISD, including, but not limited to, COVID-19 precautions and that the Parties agree that such restrictions will apply to all students at the Celina ISD DAEP. Failure of a Gunter ISD student to abide by such restrictions, after fair warning and opportunity to correct, will result in the student being returned to Gunter ISD.

3. **Costs / Funding**

3.1. Gunter ISD shall pay Celina ISD a daily rate in the amount of \$115.00/day for each student placed in the Celina ISD DAEP and \$60.00/day for each day an assigned student is absent beginning on the student's third absent day. Gunter ISD shall not be charged for any days the student is absent due to misbehavior resulting in removal from DAEP during the original placement period.

3.2. Gunter ISD will be billed for all students assigned to the Celina ISD DAEP on a semester basis. Gunter ISD shall make payments to Celina ISD at the end of each semester in accordance with the invoice provided by Celina ISD.

3.3. Gunter ISD understands that there is a maximum number of student seats available at the Celina ISD DAEP, and seats are filled on a first come first served basis. Therefore, Gunter ISD understands and agrees that the placement of a student at the Celina ISD DAEP may be denied by Celina ISD in the event the Celina ISD DAEP is at full capacity. In such event, Celina ISD agrees to notify Gunter ISD when an empty seat is first available.

4. **Gunter ISD Responsibilities**

- 4.1. Gunter ISD will retain all average daily attendance (“ADA”) funding for students participating in the Celina ISD DAEP, to the extent permitted by law.
- 4.2. At the time of enrollment of a student, Gunter ISD will provide the following to Celina ISD for each of its students participating in the Celina ISD DAEP:
 - 4.2.1. All necessary assignments, textbooks, including teacher’s editions, and all teacher resource materials and tests for students working at grade level;
 - 4.2.2. Any supplemental instructional materials from the student’s home campus that may assist the student;
 - 4.2.3. All necessary paperwork and information related to the Individualized Educational Plan (“IEP”), Behavioral Improvement Plan (“BIP), or Section 504 Plan for a student with a disability/ties, to enable the Celina ISD DAEP to provide instruction and materials consistent with a student’s IEP, BIP, and/or Section 504 Plan;
 - 4.2.4. All necessary services for students with disabilities not provided by Celina ISD will continue to be provided by Gunter ISD, including, but not limited to the following: special education and/or Section 504 assessment services and responsibility for notification and conducting of Admission, Review and Dismissal Committee (“ARD”) and/or Section 504 meetings in accordance with state and federal laws and regulations; IEP services and special education personnel to implement and monitor IEP’s; requirements concerning programs and accommodations for Section 504 students; and assistive technology, supplementary aids and services and related services, including transportation, determined necessary for a student with a disability/ies by the student’s ARD Committee or Section 504 Committee;
 - 4.2.5. All other documentation and paperwork relevant to a student’s needs and services with regard to the provision of instruction (e.g., English as a Second Language (“ESL”));
 - 4.2.6. Borrowing privileges, such as library and equipment usage, as applicable;
 - 4.2.7. General behavioral and academic counseling to its student by Gunter ISD’s counselor; and
 - 4.2.8. All medical forms necessary for the administration of medication to a student in accordance with physician orders.
- 4.3. Gunter ISD shall provide an academic and self-discipline program that leads to graduation and includes instruction in each student's currently enrolled foundation curriculum necessary to meet the student's individual graduation plan, including special education services. A student’s high school personal graduation plan required under TEC §28.02121, remains the responsibility of Gunter ISD and may not be altered when the student is assigned to a DAEP.
- 4.4. Gunter ISD is responsible for administering all state assessment testing, Advance Placement testing and other standardized testing to its student(s) attending the Celina ISD DAEP, to include the provision of standardized testing materials for individual grade

equivalencies to its student(s). Gunter ISD students shall be returned to his/her home campus for testing in accordance with this provision. Upon completion of testing, the student may resume placement at the Celina ISD DAEP.

- 4.5. Breakfast and lunch will be served by Celina ISD in accordance with Celina ISD's Board Policies; however, Gunter ISD students may choose to supply their own meals subject to the rules and restrictions of the Celina ISD DAEP. The costs of such meals are to be paid as follows: Students who qualify for free or reduced price meals shall be on Celina ISD's free lunch program. Students who do not qualify for free or reduced price meals, and wish to purchase meals, will be required to pay for their meals at the rates charged by Celina ISD's cafeteria, and in accordance with the payment method(s) specified by Celina ISD. Meals will not be provided during the summer session, if any.
- 4.6. Gunter ISD shall be responsible for any and all costs incurred as a result of the actions of each of its students enrolled in the Celina ISD DAEP, including but not limited to, actions by a student's parents or guardians. In this regard, for each Gunter ISD assigned to the Celina ISD DAEP, Gunter ISD is responsible for costs associated with its student including, but not limited to, any claims or due process hearings 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 be 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 costs.

5. **Reporting**

- 5.1. For purposes of accountability under applicable state and federal laws and regulations, including Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Celina ISD DAEP shall be reported as if the student were enrolled at Gunter ISD in the student's regularly assigned education program, including a special education program, where applicable, to the extent permitted by law. Gunter ISD 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 Celina ISD DAEP shall remain the responsibility of Gunter ISD, and all ADA funding entitlements generated from such data shall also remain with Gunter ISD, to the extent permitted by law.
- 5.2. PEIMS reports will be the responsibility of Gunter ISD. The Celina ISD DAEP shall provide all needed information to Gunter ISD for the report, including, but not limited to, the reason for placement, date of placement, and projected date of return.
- 5.3. The Parties agree that any student placed in the Celina ISD DAEP by court order will be reported for purposes of PEIMS data standards Disciplinary Action Reasons Code 21.

6. **Transportation**

- 6.1. Transportation of Gunter ISD students attending the Celina ISD DAEP will be the responsibility of Gunter ISD or the student's parents at the sole discretion of Gunter ISD.

6.2. Celina ISD is not responsible for transportation of students attending the Celina ISD DAEP, including students with disabilities who require transportation as a related service.

7. **Term of the Agreement**

The term of this Agreement shall be from July 1, 2026, to June 30, 2027. This Agreement may be renewed thereafter on a year-to-year basis by written consent of each Party.

8. **General Provisions**

8.1. Nothing in this Agreement waives any immunity or defense of the Parties under both statutory and common law. No provision of this Agreement is consent to suit. There are no third-party beneficiaries to this Agreement.

8.2. In the event of suit against either party, each party retains the right to select its legal counsel for its legal defense.

8.3. This Agreement merges any prior negotiations, agreements, understandings and prior course of business 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.

8.4. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party. This Agreement may be amended to include additional school districts upon the written agreement of the Parties.

8.5. Gunter ISD may terminate its participation pursuant to this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to Celina ISD. In the event the Celina ISD seeks to terminate its participation pursuant to this Agreement, with or without cause, Celina ISD agrees to provide sixty (60) days' prior written notice to Gunter ISD.

8.6. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third (3rd) day following mailing via certified mail, return receipt requested, via United States Postal Service with proper postage affixed and addressed to the respective Party(ies). The designated person to receive and provide notice under this Agreement shall be the Superintendent of Schools for each Party at the addresses indicated below.

8.7. 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 provision of this Agreement is 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.

8.8. This Agreement shall be governed by the laws of the State of Texas, and venue for any dispute shall be in Collin County, Texas.

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Parties by action on dates as indicated below, to be effective the _____ day of _____, 2026.

CELINA INDEPENDENT SCHOOL DISTRICT

205 S. Colorado
Celina, TX 75009

Date of Authorization:

By:

Superintendent of Schools

GUNTER INDEPENDENT SCHOOL DISTRICT

213 N. Preston Road
Gunter, TX 75058

Date of Authorization:

By:

Superintendent of Schools