# Texas Education Agency

**Department of**

**Special Education Programs**

**Regional Day School Programs for the Deaf**

**Shared Services Arrangement**

**Procedures**

**Texas Education Agency**

**Department of Special Education Programs**

**Regional Day School Programs for the Deaf**

**Shared Services Arrangement Procedures**

### Overview

Texas Education Code (TEC) Chapter 30, Subchapter D requires the Texas Education Agency (TEA) to have a process of providing, on a statewide basis, a suitable education for students who are deaf or hard of hearing. Part of this process involves the establishment of regional day school programs for the deaf (RDSPDs) in each of the state’s regions. Under 19 Texas Administrative Code (TAC) §89.1080, all local educational agencies (LEAs) shall have access to RDSPDs. LEAs include independent school districts and charter schools. Any student who has a hearing impairment that severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the RDSPD, subject to the recommendations of the student’s admission, review, and dismissal (ARD) committee. 19 TAC §89.1080.

As part of the comprehensive statewide plan for educational services for students who are deaf or hard of hearing, including the legislative mandate of TEC §30.083 regarding the provision of appropriate education in regional day school programs for the deaf, TEA authorizes and encourages LEAs or education service centers (ESCs) to enter into contractual arrangements with other LEAs to effectively and efficiently jointly operate RDSPDs so that the intent of TEC Chapter 30, Subchapter D is met.

The minimum requirements and procedures for establishing and operating an RDSPD through contractual arrangements are set forth below.

### General Requirements for RDSPD Shared Services Arrangements

* *Compliance:* In addition to the procedures outlined in this document, RDSPD Shared Services Arrangements (SSAs) must comply with section 1.3 of TEA’s *Financial Accountability System Resource Guide* (FASRG). *Attachment 3* includes the text of the TEC and TAC provisions relating to contractual arrangements and the link to the FASRG.
* *Legal Status:* The establishment of an RDSPD SSA does not create a separate or additional legal entity.
* *Written Contract:* The RDSPD SSA must be in the form of a written contract that includes the responsibilities of each member LEA and the fiscal agent.

The written contract must at a minimum contain the following provisions:

* *Membership:* An RDSPD SSA must include at least two LEAs and enough LEAs to ensure that the RDSPD is serving a critical mass of eligible students.

LEAs may choose not to be a member of an RDSPD based on their ability to provide services to students who are deaf or hard of hearing or because they do not have students who are eligible for these services. However, the state will designate access points for nonmember LEAs in the event that access to an RDSPD becomes necessary.

* *Management Board:* The RDSPD must be operated under the direction of a management board.
* *Fiscal Agent:* The RDSPD SSA must designate a fiscal agent that will be responsible for conducting specified administrative duties for the RDSPD. The fiscal agent may be a member LEA or an ESC.
* *Personnel:* All individuals providing services in accordance with the RDSPD must be appropriately certified or licensed to perform the applicable services.
* *Peer Review Requirement*: To comply with the requirements of TEC §29.313, TEA has supported the development of an RDSPD peer review process through ESC Region 11. LEAs that are part of an RDSPD SSA must participate in the peer review process at least every four years.
* *Reporting Requirements:* The RDSPD SSA must identify the LEA that will report data to TEA. The LEA that submits PEIMS student data will be considered the district of accountability for the identification of comprehensive, targeted, and additional targeted support schools and TAPR considerations. All fiscal agents and participating member LEAs must provide a PEIMS 10011 record. Member LEAs may report participation in more than one RDSPD SSA. Member LEAs must indicate the fiscal agent county district number in the E0777 data element on the PEIMS 10011 record. Charter schools do not submit PEIMS 10011 records but are still considered members of an RDSPD SSA. TEA will continue to add charter schools in AskTED to reflect membership status in RDSPD SSA.
* *LEA Board Approval:* The RDSPD contract must include evidence that the board of trustees of each member LEA has approved the SSA. The board of trustees may delegate the approval authority to the LEA’s superintendent.
* *Annual Submission Letter*: TEA must be notified in writing if there are to be no changes to the current RDSPD SSA for the following school year. To do so, the fiscal agent must send written notification to TEA’s Department of Special Education Programs by **December 1** if it plans to continue services for the following school year.
* *Attorney Certification Letter:* TEA must be notified in writing if there are changes to the current SSA. The fiscal agent must submit a signed certification letter from an attorney who has reviewed the contents of the RDSPD SSA to TEA’s Department of Special Education Programs by **June 1** to be effective in the next fiscal year. A sample attorney certification letter is provided in *Attachment 1.* If the fiscal agent fails to observe the deadline for submission of the RDSPD SSA, the TEA will not approve special education funding applications for the effective school year until the RDSPD SSA has been received.
* *Configuration Changes:* TEA must be notified of a new RDSPD SSA or a change to the configuration of an existing RDSPD SSA by **December 1** in order for the change to be effective in the subsequent fiscal year, as funding allows. Written notification must be directed to TEA’s Department of Special Education Programs and must, at a minimum, contain:

Configuration information for the RDSPD SSA;

* 1. Information regarding the status of each LEA affected by the RDSPD SSA configuration change (e.g., if an existing member of the RDSPD SSA is leaving the RDSPD SSA, if an LEA is joining the RDSPD SSA, if there is a change in the fiscal agent, etc.); and
  2. Signatures of the official representative(s) of each LEA directly affected by the configuration change or, in the case of a new RDSPD SSA, signatures for each LEA joining the RDSPD SSA. One letter may be sent that includes the signatures for each LEA affected by the change, or each LEA may send a separate letter.

The new or revised RDSPD SSA, with an attorney certification letter and documentation that the board of trustees or the board of trustees may delegate the approval authority to the LEA’s superintendent of each member LEA, which has approved the SSA, must be submitted to TEA’s Department of Special Education Programs by **June 1**. If the fiscal agent fails to observe the deadline for submission of the RDSPD SSA, the TEA will not approve special education funding applications for the effective school year until the RDSPD SSA has been received.

* *Modifications to Contracts:* When modifications that do not involve configuration changes are made to an RDSPD SSA, a revised contract with an attorney certification letter and documentation that the board of trustees of each member LEA has approved the SSA must be submitted to TEA’s Department of Special Education Programs, within 90 calendar days of the change.

*Attachment 2* includes the targeted dates for activities related to RDSPD SSA.

### RDSPD SSA Requirements

The written contract establishing an RDSPD SSA must contain, at a minimum, the following information:

* *Member Responsibilities*: The RDSPD SSA must outline the general responsibilities of each member LEA, such as the payment of fees (including tuition) to the RDSPD, liability for specified costs, and reporting requirement obligations. In addition, the SSA must describe the procedures for the withdrawal and/or addition of member LEAs.
* *Nonmember Participation:* RDSPD SSA may have nonmember participation. The RDSPD SSA must describe how nonmember LEAs will access services for eligible students so that the intent of TEC Chapter 30, Subchapter D is met.
* *Management Board*: The RDSPD SSA must include a description of the composition and responsibilities of the management board. In addition, the SSA must describe the process for selecting a chairperson for the board; the manner in which the board will make decisions; the schedule of board meetings; and the appointment of personnel to maintain official minutes of the board meetings.
* *Fiscal Agent*: The RDSPD SSA must designate a fiscal agent and must describe the responsibilities of the designated fiscal agent, such as budgeting, accounting, reporting, and personnel responsibilities.
* *Fiscal Practices*: The RDSPD SSA must include a general description of the fiscal practices to be used, such as the budget process and the manner for allocating funds, expenditures, uncontrollable costs, and excess costs among the member LEAs.
* *Services*: The RDSPD SSA must outline which educational services are to be provided by the RDSPD and which services will remain the responsibility of the member LEAs. For instance, the SSA should specify who is responsible for transportation and other related services, including interpreting services.
* *Personnel*: The RDSPD SSA must, at a minimum, include a statement of personnel policies addressing the following: whether employees who perform services through the RDSPD SSA will be employed by the RDSPD or the member LEAs; the policies and procedures applicable to employees (i.e., the fiscal agent’s policies, a member LEA’s policies, or other policies); the individual or entity responsible for the hiring and termination of employees; and the salary schedule(s) applicable to employees.
* *Risk of Loss and Legal Costs:* The RDSPD SSA must describe whether damage or loss to property will be borne individually by the member LEAs or shared collectively. In addition, the RDSPD SSA must describe how legal costs associated with complaints, grievances, litigation, and other legal matters that relate to the RDSPD will be allocated.
* *Dissolution and Reconfiguration:* The RDSPD SSA must describe how assets will be distributed if the RDSPD is dissolved or reconfigured.
* *Term of Contract:* The TEA does not require that an RDSPD SSA include a provision regarding the duration of the contract. The parties may set a specific term for the contract, or have the contract remain in effect until all parties agree to end or modify it.

*Attachment 1*

SAMPLE ATTORNEY CERTIFICATION LETTER

Date

Department of Special Education Programs

Texas Education Agency

1701 North Congress Avenue Austin, Texas 78701-1494

To Whom It May Concern:

I have reviewed the contents of the RDSPD SSA of the (name of Regional Day School Program for the Deaf (RDSPD) shared services arrangement) comprised of the following local educational agencies (LEAs):

(list member LEAs)

I certify that this contract meets the requirements outlined in the Department of Special Education Programs, Texas Education Agency *Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement Procedures*. I also certify that any additional provisions contained in the contract in no way conflict with the above referenced procedures or with any applicable federal and state legal requirements.

Sincerely,

Attorney Signature Attorney Name Name of Law Firm

*Attachment 2*

### Texas Education Agency

### Department of Special Education Programs

**Targeted Dates for Activities for RDSPD SSA**

December 1 Deadline for notifying TEA’s Department of Special Education Programs of new RDSPD, configuration changes to existing RDSPDs, or no changes to existing RDSPDs to be effective the subsequent fiscal year, as funding allows.

February 28 TEA will provide information on fiscal related deadlines and other requirements to new RDSPD SSAs and existing RDSPD SSAs that will undergo configuration changes.

May 31 TEA’s Division of Federal Fiscal Compliance and Reporting will calculate tentative entitlements for the subsequent fiscal year.

June 1 Deadline for submitting new or revised RDSPD SSA to TEA’s Department of Special Education Programs.

TEA will update AskTED to reflect RDSPD SSA changes.

July 1 Begin date of the federal fiscal year.

The effective date of operation under new or revised SSAs approved by TEA for new RDSPD SSAs or configuration changes of existing RDSPD SSA changes.

September 1 Begin date of state fiscal year.

*Attachment 3*

### References and Links to Shared Services Arrangement Information

**TEXAS EDUCATION CODE**

[TEC §29.313 EVALUATION OF PROGRAMS](https://statutes.capitol.texas.gov/Docs/ED/htm/ED.29.htm). Each school district must provide continuous evaluation of the effectiveness of programs of the district for students who are deaf or hard of hearing. If practicable, evaluations shall follow program excellence indicators established by the agency.

[TEC Chapter 30, Subchapter D](https://statutes.capitol.texas.gov/SOTWDocs/ED/htm/ED.30.htm)

### TEXAS ADMINISTRATIVE CODE

[19 TAC §89.1080. Regional Day School Program for the Deaf.](http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089aa.html)

In accordance with the Texas Education Code (TEC), §§30.081-30.087, local school districts shall have access to regional day school programs for the deaf operated by school districts at sites previously established by the State Board of Education (SBOE). Any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Regional Day School Program for the Deaf, subject to the admission, review, and dismissal (ARD) committee recommendations.

## [Financial Accountability System Resource Guide (FASRG)](https://tea.texas.gov/Finance_and_Grants/Financial_Accountability/Financial__Accountability_System_Resource_Guide)