Division of IDEA Coordination
Texas Education Agency

Regional Day School Program for the Deaf (RDSPD)
Shared Services Arrangement (SSA) Procedures
Effective January 15, 2010

Overview

Texas Education Code 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 (RDSPD) in each of the state's regions. Under 19 Texas Administrative Code (TAC) §89.1080, all school districts (hereafter *local educational agencies* or *LEAs*) shall have access to RDSPDs. 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 RDSPD, subject to the recommendations of the student's Admission, Review, and Dismissal (ARD) committee. *See* 19 TAC §89.1080.

Texas Education Code (TEC) §29.007 authorizes LEAs to enter into written contracts to jointly operate their special education programs. These contracts are known as *shared services arrangements* (SSAs) or *cooperatives (co-ops)*. Many LEAs find that sharing services among LEAs enables them to provide special education services more efficiently and effectively than would be the case if they provided the services individually. In addition to being able to jointly operate their special education programs in a SSA arrangement, LEAs may also enter into SSAs to jointly operate RDSPD programs.

SSAs are governed by specific state statutory and regulatory requirements and are required to operate in accordance with the procedures developed by the TEA. *See* 19 TAC §89.1075(e). The minimum requirements and procedures for establishing and operating RDSPD SSAs are set forth below.

General Requirements for RDSPD SSAs

- *Compliance:* The RDSPD SSA must comply with all applicable federal and state statutes and regulations. In addition, the RDSPD SSA must comply with TEA's *Financial Accountability System Resource Guide* Volume 13, section 1.3.

- *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 must be approved by the commissioner of education. The TEA has established a deadline of **June 1** for the submission of new or revised RDSPD SSAs that are to be effective the subsequent fiscal year (i.e., July 1 for federal funding). Submissions must be directed to the TEA's Division of IDEA Coordination. (See RDSPD SSA Contract Requirements below.)

• Membership: In order for the RDSPD SSA to be considered an SSA, it must include a minimum of two or more LEAs and should include enough districts to ensure that the SSA is serving a critical mass of eligible students.

LEAs may choose to not 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 LEAs who are nonmember LEAs in the event that access to an RDSPD becomes necessary.

• *Management Board:* The RDSPD SSA 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 SSA. The fiscal agent may be a member LEA or an Education Service Center (*ESC*).

• *Personnel:* All individuals providing services in the SSA must be appropriately certified or licensed to perform the applicable services.

• *Reporting Requirements:* The RDSPD SSA must identify the LEA that will report data to the TEA. The LEA that submits PEIMS student data will be considered the district of accountability for AYP and AEIS considerations. All fiscal agents and participating member LEAs must provide a PEIMS 011 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 011 record.

RDSPD SSA Contract 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 SSA, 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: In addition to member districts, RDSPDs may also 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 SSA and which services will remain the responsibility of the member LEAs. For instance, the SSA should detail 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 SSA will be employed by the SSA or the member LEAs; the policies and procedures applicable to employees (i.e., the fiscal agent district'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 SSA must describe how legal costs associated with complaints, grievances, litigation, and other legal matters that relate to the SSA will be allocated.

- *Dissolution and Reconfiguration:* The RDSPD SSA must describe how assets will be distributed if the SSA 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 of years for the contract or may have the contract remain in effect until the parties agree to end it or modify it. If a contract that has been approved by the TEA is modified, the TEA must be notified within 90 calendar days of the change. The TEA will not approve modifications to the contract or requests for reimbursement when the applicable deadlines have not been met.

- *LEA Board Approval:* The RDSPD SSA contract must include evidence that the board of trustees of each member LEA has approved the contract.

- *Attorney Certification Letter:* The designated fiscal agent must submit a signed certification letter from the SSA's legal counsel to the TEA's Division of IDEA Coordination along with the contract. A sample attorney certification letter is provided in *Attachment 1*. Whenever an RDSPD SSA contract is modified, a revised contract and attorney certification letter must be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of the change.

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

Attachment 1

SAMPLE ATTORNEY CERTIFICATION LETTER

Date

Division of IDEA Coordination
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1494

To Whom It May Concern:

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

(list member LEAs).

I certify that this contract meets the requirements set forth in the Texas Education Agency's *Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) 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/or state legal requirements.

Sincerely,

Attorney Signature
Attorney Name
Name of Legal Firm

Attachment 2

Division of IDEA Coordination
Texas Education Agency

Timeline for Activities for RDSPD
Shared Services Arrangements (SSAs)

2011-2012 School Year

March 1, 2011	Notification to the TEA Division of IDEA Coordination of pending RDSPD SSA configuration changes effective July 1, 2011.
March 1-31, 2011	Letters from the TEA to LEAs acknowledging proposed RDSPD SSA configurations and providing information on related deadlines and requirements.
April, 2011	AskTED configuration changes made by the TEA to reflect new RDSPD SSA configuration.
April, 2011	Tentative entitlements for 2011-2012 calculated by the Division of Formula Funding.
June 1, 2011	New/revised RDSPD SSA contract due to the TEA Division of IDEA Coordination.
July 1, 2011	Begin date of federal fiscal year and effective date of new or revised RDSPD SSAs approved by TEA.

Years Subsequent to 2011-2012

February 1	Notification to the TEA Division of IDEA Coordination of pending RDSPD SSA configuration changes effective the subsequent year.
February	Letters from the TEA to LEAs acknowledging proposed RDSPD SSA configurations and providing information on related deadlines and requirements.
March	AskTED configuration changes made by the TEA to reflect new RDSPD SSA configuration.
April	Tentative entitlements for subsequent fiscal year calculated by the Division of Formula Funding.
June 1	New/revised RDSPD SSA contract due to the TEA Division of IDEA Coordination.
July 1	Begin date of federal fiscal year and effective date of new or revised RDSPD SSAs approved by TEA.

Attachment 3

References and Links to SSA Information

TEXAS EDUCATION CODE

TITLE 2. PUBLIC EDUCATION

SUBTITLE F. CURRICULUM, PROGRAMS, AND SERVICES

CHAPTER 29. EDUCATIONAL PROGRAMS

SUBCHAPTER A. SPECIAL EDUCATION PROGRAM

Sec. 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.

http://www.statutes.legis.state.tx.us/Index.aspx

TEXAS ADMINISTRATIVE CODE

Chapter 89. Adaptations for Special Populations Subchapter AA. Commissioner's Rules Concerning Special Education Services

§89.1075. General Program Requirements and Local District Procedures.

(e) 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).

http://ritter.tea.state.tx.us./rules/tac/chapter089/ch089aa.html#division2

Financial Accountability System Resource Guide, Financial Accounting and Reporting Module (FASRG)

http://www.tea.state.tx.us/index4.aspx?id=1222