Texas Education Agency

Division of IDEA Coordination

Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures

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Texas Education Agency

Regional Day School Program for the Deaf (RDSPD)
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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 local educational agencies (LEAs) shall have access to RDSPDs. 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. *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). 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.

The minimum requirements and procedures for establishing and operating RDSPD SSAs are set forth below.

General Requirements for RDSPD SSAs

- *Compliance:* 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). In addition to the procedures outlined in this document, RDSPD SSAs must comply with section 1.3 of TEA's *Financial Accountability System Resource Guide* (FASRG). *Attachment 3* includes the text of TEC and TAC provisions relating to SSAs 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 must be approved by the commissioner of education. (See the specific contract requirements below.)

• *Membership:* An RDSPD SSA must include at least two LEAs and enough LEAs to ensure that the RDSPD SSA 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 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 RDSPD SSA. The fiscal agent may be a member LEA or an Education Service Center (*ESC*).

• *Personnel:* All individuals providing services in the RDSPD 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.

• *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 fiscal agent must submit the RDSPD SSA contract with a signed certification letter from the RDSPD SSA's legal counsel to TEA's Division of IDEA Coordination by **June 1** to be effective the next fiscal year (July 1 for federal funds). 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 contract, the TEA will not approve special education funding applications for the effective school year until the RDSPD SSA contract 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 **February 1** in order for the change to be effective the subsequent fiscal year (July 1 for federal funds). Written notification must be directed to TEA's Division of IDEA Coordination and must, at a minimum, contain:

1. Configuration information for the RDSPD SSA;

2. Information regarding the status of each LEA impacted 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 the existing fiscal agent of the RDSPD SSA is changing roles from fiscal agent to member; if an existing member of the RDSPD SSA is changing roles from member to fiscal agent; and

3. Signatures of the official representative(s) of each LEA directly impacted by the configuration change (see examples above) or, if a new RDSPD SSA, signatures for each LEA joining the new RDSPD SSA. One letter may be sent that includes the signatures for each LEA impacted by the change, or each LEA may send a separate letter.

The new or revised RDSPD SSA contract, with an attorney certification letter and documentation that the board of trustees of each member LEA has approved the contract, must be submitted to TEA's Division of IDEA Coordination by **June 1**. If the fiscal agent fails to observe the deadline for submission of the RDSPD SSA contract, the TEA will not approve special education funding applications for the effective school year until the RDSPD SSA contract has been received.

- *Modifications to Contracts:* When modifications that do not involve configuration changes are made to an RDSPD SSA contract, a revised contract with an attorney certification letter and documentation that the board of trustees of each member LEA has approved the contract must be submitted to 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.

RDSPD SSA Contract Requirements

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

- *Member Responsibilities*: The RDSPD SSA contract must outline the general responsibilities of each member LEA, such as the payment of fees (including tuition) to the RDSPD SSA, liability for specified costs, and reporting requirement obligations. In addition, the contract must describe the procedures for the withdrawal and/or addition of member LEAs.

- *Nonmember Participation:* RDSPD SSAs may have nonmember participation. The RDSPD SSA contract 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 contract must include a description of the composition and responsibilities of the management board. In addition, the contract 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 contract 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 contract 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 contract must outline which educational services are to be provided by the RDSPD SSA and which services will remain the responsibility of the member LEAs. For instance, the contract should specify who is responsible for transportation and other related services, including interpreting services.

- *Personnel*: The RDSPD SSA contract 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 SSA 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 contract 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 SSA will be allocated.

- *Dissolution and Reconfiguration:* The RDSPD SSA contract must describe how assets will be distributed if the RDSPD SSA is dissolved or reconfigured.

- *Term of Contract:* The TEA does not require that an RDSPD SSA contract 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.

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 RDSPD shared services arrangement contract 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 set forth in the Division of IDEA Coordination,Texas Education Agency *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 state legal requirements.

Sincerely,

Attorney Signature
Attorney Name
Name of Legal Firm

Attachment 2

Division of IDEA Coordination
Texas Education Agency

Targeted Dates for Activities for
RDSPD Shared Services Arrangements (SSAs)

February 1	Deadline for notifying TEA's Division of IDEA Coordination of new RDSPD SSAs or configuration changes for existing RDSPD SSAs to be effective the subsequent fiscal year (July 1 for federal funds).
February 1-28	TEA will issue guidance letters to these LEAs providing information on fiscal related deadlines and requirements.
March	TEA will update AskTED to reflect RDSPD SSA changes.
April	TEA's Division of Formula Funding will calculate tentative entitlements for the subsequent fiscal year.
June 1	Deadline for submitting new or revised RDSPD SSA contracts to TEA's Division of IDEA Coordination.
July 1	Begin date of federal fiscal year. Effective date of operation under new or revised contracts approved by TEA for new RDSPD SSAs or configuration changes of existing RDSPD SSAs.

Attachment 3

References and Links to SSA Information

TEXAS EDUCATION CODE

TEC §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/Docs/ED/htm/ED.29.htm#29.007

TEXAS ADMINISTRATIVE CODE

19 TAC §89.1075(e) 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#89.1075

Financial Accountability System Resource Guide (FASRG), Financial Accounting and Reporting Module (FAR)
http://www.tea.state.tx.us/index4.aspx?id=1222