

# **SHARED SERVICES AGREEMENT**

## **Regional Day School Program for the Deaf (RDSPD) Administrative Guidelines**

The following guidelines support the intent of the Crowley ISD Regional Day School Program for the Deaf. They are extensions of the Shared Services Arrangement Agreement (SSA) and are designed to assure optimum program functioning. Each district participating under the SSA Agreement shall also agree to adhere to the guidelines set forth in this document.

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## **Intent of the Shared Services Agreement**

The intent of the cooperative is to provide a quality educational program along the continuum of placement options for students who are deaf or hard of hearing (D/HH). By combining all

educational alternatives for students who are deaf or hard of hearing in participating LEAs under one cooperative educational program, the student enrollment will then justify the funding of a quality educational program.

In order to provide quality across to the general curriculum, the RDSPD offers a range of support services across the continuum of placement options to students who are D/HH. Options include home based early intervention, general education classroom, and self-contained special education classroom. Each student shall be placed in the instructional arrangements best suited to meet their individual needs. The ARD committee will consider the student's communication needs, access to the academic curriculum, and access to social communication. Students who have an IEP that can be met within their local school district will not be referred to an out-of-district cluster site such as Deer Creek Elementary School, Richard Allie Middle School or Crowley High School.

## Shared Services Management Board

Members of the Crowley ISD RDSPD shall be those local education agencies (LEAS) who elect to participate from the area served by the Education Service Center Region 11 and those who have been approved through the agreement.

A Shared Services Management Board shall be composed of the local directors of special education from the participating districts and the Regional Day School designee from Crowley ISD. The Crowley ISD RDSPD SSA shall be governed by the SSA Management Board ("Management Board") comprised of the Special Education Directors/Coordinators for the participating member districts or their designees and a representative of the fiscal agent. Such Management Board will meet at least annually to review the SSA Agreement, as dictated in the SSA Agreement, and to vote on the budget. Other meetings shall be scheduled as determined by the chairperson whereby the Management Board may either meet as a whole or as ad hoc sub committees to address issues related to funding, programming, operation, and short and long-term needs of the RDSPD SSA. Meetings will only be scheduled during times the cluster site Special Education Directors are available to attend. The fiscal agent will be assigned to record. Prepare, and maintain minutes. Management Board members shall keep their respective superintendents advised of Crowley ISD RDSPD SSA Management Board actions as appropriate.

## Cluster Site Determination

A cluster site is defined as a member district that hosts a centralized program for the RDSPD . These sites shall be established in accordance with the number of eligible students who are enrolled in the RDSPD, type and severity of the hearing loss, communication mode of the student, availability of personnel, and other resources and geographical considerations.

Students will be educated as near their home district as appropriate taking into consideration:

- Family preference for communication mode (communication options will be considered)
- Individual student's program needs per ARD committee recommendations
- Age ranges of students/communication mode of peer group
- Length of time and distance of transportation
- Multiple cluster sites within one geographic location may co-exist according to student needs and numbers
- A transition period for students may be offered when new sites are opened

Eligible students who require daily services from the RDSPD personnel shall be served at cluster sites. The fiscal agent at Crowley ISD shall request approval of the SSA Management Board for program site locations. Districts selected as cluster sites locations should meet as many of these features as possible when recommendations are made (See SSA Agreement sections 3.1, 12.1, and 12.2)

- The district's geographic location as central to student population served as is feasible while meeting other characteristics
- The district's administrative support and commitment to supervision of staff
- The district's capacity to recruit certified deaf education teachers and certified educational interpreters.
- The district commitment to providing professional development opportunities for staff
- The district's capacity to grow with student enrollment

## Communication Philosophy

The Communication Philosophy of the Crowley ISD RDSPD is designed to enable each student who is deaf or hard of hearing to:

- Develop communication for school, home, and the community
- Obtain literacy in the English language
- Have appropriate access to the general education curriculum
- Be aware of various communication modes used throughout the Deaf Community

To reach this goal, the program will offer a Total Communication approach, defined by this RDSPD as a comprehensive range of communication options which may include aural, oral, sign language, spoken language, speech reading, auditory development, reading, writing, fingerspelling, gesture, pantomime, body language, pictures and assistive technology devices.

The Region ESC 11 RDSPD intends to adhere to the findings in the Texas Education Code Section TEC§29.302 (a)" that it is essential for the well-being and growth of students who are deaf or hard of hearing that educational programs recognize the unique nature of deafness and the hard of hearing condition and ensure that all students who are deaf or hard of hearing have

appropriate, ongoing, and full accessible educational opportunities. Students who are deaf or hard of hearing may choose to use a variety of language modes and languages, including oral and manual-visual language. Students who are deaf may choose to communicate through the language of the deaf community, American Sign Language, or through any number of English-based manual visual languages. Students who are hard of hearing may choose to use spoken and written English, including speech reading or lip reading, together with amplification instruments, such as hearing aids, cochlear implants, or assistive listening systems, to communicate with the hearing population. Students who are deaf or hard of hearing may choose to use a combination of oral or manual-visual systems, including cued speech, manual signed systems, and American Sign Language, or may rely exclusively on the oral-aural language of their choice. Students who are deaf or hard of hearing may also use other technologies to enhance language learning. (b) The Legislature recognizes that students who are deaf or hard of hearing should have the opportunity to develop proficiency in English, including oral or manual-visual methods of communication, and American Sign Language.”

As stated in TEC §29.303, “Students who are deaf or hard of hearing must have an education in which their unique communication mode is respected, used, and developed to an appropriate level of proficiency.”

The RDSPD will respect the student’s mode and language of communication. Instructional arrangements and appropriate student services will be offered based on mode and language, parent preference and data. For most students, instruction will be in English, whether spoken or manual-visual English, in order to facilitate the development of receptive and expressive English literacy skills. Students whose first language is American Sign Language are instructed through total communication, utilizing signed English for literacy development with conceptual/ ASL sign support to enhance comprehension. For all students, conceptual/ASL sign support will be used as needed to enhance comprehension. The program will refer to the data reported in the Communication Assessment (Eligibility Part C) ongoing data collection, and continued assessments to support and respect the individual’s preferred mode of communication while continuing to develop their expressive and receptive English language skills.

The program is committed to helping children develop their auditory potential including daily check of personal and classroom amplification devices and proper use of both. We will expect and encourage children to wear the amplification that has been recommended for them by their audiologist. Students whose mode of communication is listening and spoken language will receive support services to help them develop these skills. Staff will speak when signing English and will encourage students to speak while signing English (to the best of their ability) to assist in building vocabulary, grammar, auditory feedback loop (if appropriate), speechreading, and spoken English skills (if appropriate).

The Crowley ISD RDSPD is committed to the early identification of, and intervention for, children whose hearing loss will seriously impact their abilities to develop language without special support services. The program recognizes that parental choices is a critical factor in the determination of a child’s communication system, and therefore, all communication options

should be presented and explored without bias so parents can make communication choices for their child in an informed and supportive manner.

## Cooperative ARD Committees

When considering a student for initial placement, transfer, dismissal, and/or three-year reevaluation and review, each ARD committee making decisions about a student receiving RDSPD services will be composed of at least one person from the RDSPD staff and a representative from the student's home district.

## Initial ARD

The ESC Region 12 RDSPD SSA will follow the procedures outlined in the *State Board of Education and Commissioner's Rules and Regulations for Providing Special Education Services*. The student's home district will arrange for a new student's initial ARD meeting to determine eligibility and consider placement options. If the RDSPD is being considered for a placement, the RDSPD Coordinator must attend the ARD meeting.

When subsequent ARD meetings are held at a cluster site campus, a member of the home district should be in attendance for each annual review as well as re-evaluation, transfer, and dismissal meetings. Ample notice of these ARD meetings shall be given in order to assure the attendance and participation of the home district and RDSPD staff member.

## Transfer Procedures

The Family Educational Rights and Privacy Act does not require the child's new and previous LEAs to obtain parental consent before requesting or sending the child's special education records if the disclosure is for purposes related to the child's enrollment or transfer. The new LEA in which the child enrolls must take reasonable steps to promptly obtain the individualized education program (IEP) and supporting documents and the child's record from the previous LEA in which the child was enrolled, including any other records relating to the provision of special education or related services to the child.

If the child transfer to a new LEA in the same state within the same school year and the parents or the previous LEA verify that the child was receiving special education services in the previous LEA, the new LEA must, in consultation with the parents, provide the child with a free appropriate public education (FAPE) including services comparable to those described in the IEP from the previous LEA until the new LEA either adopts the IEP from the previous LEA, or develops, adopts, and implements a new IEP.

The new LEA's timeline for adopting the IEP from the previous LEA or developing, adopting, and implementing a new IEP is 20 school days from the date the child is verified as being eligible for special education services.

If the child transfers from out of state within the same school year and the parents or the previous LEA verify that the child was receiving special education services in the previous LEA, the new LEA must in consultation with the parents, provide the child with a FAPE including services comparable to those described in the IEP from the previous LEA and the new LEA must:

- If necessary, conduct an evaluation in compliance with evaluation procedures, or
- Within 20 school days from the date the child is verified as being a child eligible for special education services, develop a new IEP if appropriate, consistent with ARD Committee frameworks.

*Placement in the RDSPD may be made for students transferring from within the state or from out-of-state if:*

- The parents or previous LEA verify that the child has a hearing loss and was receiving Special Education services in a program for deaf and hard of hearing students in the previous school district.
- Documentation from the previous ARD meeting may be used to verify that the child is still eligible for services from the RDSPD
- A representative from Crowley ISD RDSPD may assist the local school staff in confirming previous placement.
- A transfer ARD will be held in the home district and the RDSPD Coordinator will be in attendance if RDSPD is being considered.
- Temporary placement in the RDSPD will be determined by parents' information and the local ARD committee. If the ARD committee determines it is necessary, they may request and conduct an evaluation within 20 school days from the date the child is verified as being a child eligible for special education services. The ARD Committee will then develop a new IEP, if appropriate, and implement the new IEP. A representative from the home district shall be in attendance at the ARD meeting to develop a new IEP.
- The cluster site may hold another ARD at the cluster site to determine schedules.

## Eligibilities in Addition to Deaf and Hard of Hearing

Students who have a hearing loss accompanied by other special education eligibilities and/or are unable to access the deaf education instruction, will be placed in the educational setting that most adequately meets their primary educational needs. In some cases, the hearing loss may not be the primary eligibility, or other eligibilities or factors may preclude placement in the RDSPD cluster site as least restrictive environment. Placement will be determined by the ARD Committee as to where the student's IEP can be implemented. See Appendix A Placement Decision- Making Guide.

## Records

Each local district will maintain audit files on the RDSPD students that reside in their district.

Each local district will insure that eligibility data is on file and will support RDSPD personnel in obtaining the data when reports are due. Should verification of student eligibility be required by the State, the fiscal agent will refer to files maintained in each student's resident district.

## Communication and Support Services

As detailed in their IEP, all students will follow the curriculum adopted by the State of Texas and may be supported through the use of materials designed for students who are deaf or hard of hearing, modifications to the curriculum, and accommodations supporting access to the general curriculum. Students who receive direct instruction from a teacher of the deaf often receive supplementary instruction in the areas of language, literacy development, reading and communication. In order to meet the unique needs of learners who are deaf or hard of hearing, auditory learning activities and classroom speech instruction may be incorporated into the student's curriculum.

Support will also be provided through a speech pathologist, an audiologist, other specialists in the field of educating deaf and hard of hearing students, and specialists in the core curriculum areas. Students in the RDSPD have access to all specialists and services provided to students who are Deaf or Hard of Hearing as denoted in the SSA Agreement.

The RDSPD early intervention program will use various activities in line with the concepts presented in the SKI-HI Curriculum to serve infants and toddlers who are deaf or hard of hearing. The RDSPD parent advisors and audiologist will work collaboratively with the local Early Childhood Intervention (ECI) agencies to coordinate and deliver services for families with eligible infants and toddlers as defined in the Individualized Family Service Plan (IFSP).

## Fiscal Agent

Crowley ISD will serve as the Fiscal Agent for Crowley RDSPD. The RDSPD will operate on a budget reviewed by the Management Board and approved by the Crowley ISD Board of Education as part of the special education budget. The RDSPD, in accordance with the policies of the Crowley ISD Board of Education, may purchase goods and services necessary to administer and operate the RDSPD.

Crowley ISD is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Crowley ISD Board of Education. Crowley ISD shall provide accounting services, reports, suitable facilities for

special education administrative and support staff, and shall perform any other responsibilities required by Crowley ISD policies.

Salaries and expenses for the RDSPD personnel, operating systems, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program will be accounted for by Crowley ISD. Reports and applications required by federal law will be prepared and submitted on behalf of the RDSPD.

Crowley ISD will negotiate contracts with outside providers for special education services and other related services for students with disabilities in accordance with law and district policies.

Crowley ISD will report all data required by PEIMS. Crowley ISD and Shared Service Agreement Members will each submit a PEIMS 011 record. The member districts will indicate Crowley ISD as the Fiscal Agent in the E0777 data element on the 011 record.

Member districts shall receive anticipated tuition information at each annual SSA Management Board meeting. Tentative billing information will be provided after the October PEIMS snapshot to verify the accuracy of student enrollment.

Member districts will be invoiced for per pupil charges for eligible RDSPD students after the January attendance correction window closes. Students moving into the RDSPD after the invoice date may be billed separately if their enrollment requires significant resources outside the current budget.

## Fiscal Practices

In addition to state and federal funds generated by regulation, Crowley ISD will receive a pro rata contribution from participating districts to offset shortfalls in operating the RDSPD in accordance with student IEPs. The pro rata contribution will be determined by the following guidelines:

- Shortfall is defined as program costs, including but not limited to, personnel costs, contracted services, student equipment and supplies, less the amount received in State Deaf, IDEA B Formula Deaf, IDEA B Preschool Deaf, IDEA B Discretionary Deaf, IDEA C Early Intervention Deaf, multiplied by the designated administrative costs.
- The shortfall amount will be divided by the total number of RDSPD students in membership on the respective student count days. Member districts will be invoiced for their pro rata share of the shortfall, based on the number of RDSPD eligible students residing in each district. Crowley ISD retains state funding of ADA for all students of the RDSPD.
- Each student receiving at least 45 minutes of services per week from a RDSPD teacher on a cluster site campus (Deer Creek Elementary, Richard Allie Middle, Crowley High



School) will be included in the RDSPD student count.

- Each student receiving at least 60 minutes of services per week from a RDSPD teacher on a non-cluster site campus will be included in the RDSPD student count, even if services are provided in the student's home district.
- Member districts will be invoiced twice per year for pro rata contributions. The student count for the fall invoicing is based on the number of RDSPD eligible students served on the Fall PEIMS Snapshot date. The spring invoicing is based on the number of RDSPD eligible students served on January 15th of the current school year. The amount of the pro rata contribution may be changed by unanimous agreement of the Management Board, based on funding and budgetary needs.

In addition to the program costs, each participating district's contribution for the administrative costs and cooperative expenses may be up to 7% above the pro rata contribution. Administrative costs may include but are not limited to mileage costs necessary for staff members who implement the program, utility costs for facilities, supply costs for program administrator and clerical support staff, professional development and training, recruitment and retention of staff, accounting and budget management, human resources support for personnel support and PEIMS reporting.

Individual Excess Direct Student Costs will be billed monthly to the individual member district and includes but is not limited to interpreter services for school sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends and holidays.

Costs associated with the DAEP and JJAEP, extracurricular activities, one to one supervision, or instruction will be billed individually by the member district as an individual excess direct student cost.

Districts who do not have any students who are receiving direct instruction from the RDSPD (at least 45 minutes per week) will be billed \$2,500 per semester to offset the cost of consultation services provided by the RDSPD. Consultation services include but are not limited to DHH Representation at ARD meetings for DHH students, consultation to teachers serving DHH students, audiological managements, short term loan of assistive listening devices (within agreed upon service parameters), technical assistance regarding the identification and evaluation of students with identified or suspected hearing loss. The chief administrator of the RDSPD will be the final arbiter of the services to be provided under this clause.

Shared Services Agreement Members and Nonmembers agree that any funds assessed under RDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent, Crowley ISD.

## Member Districts' General Obligations

Except as otherwise provided herein, member districts are ultimately responsible for the education of all students who are Deaf or Hard of Hearing within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. Each Shared Service Agreement Members and Nonmember will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C §89.69. All expenses related to the residential placement of students pursuant to this Agreement will be the responsibility of the school district in which the student resides.

The Crowley ISD RDSPD SSA will make the following services available for students who are being served in a cluster site or through the itinerant program. The provisions of any services referenced are contingent upon the ARD Committee determination that such services are necessary for the provision of a Free and Appropriate Public Education.

- Direct Services to Students
- Pupil Appraisal Support
- Auditory Training
- Speech and Language Assistance
- Itinerant Teachers
- Specialized Assistive Listening Devices/ Hearing Assistive Technology (HAT)
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee as needed

*Interpreter services (available at cluster site only)*

*Parent education (available for students at cluster sites and in parent infant program only)*

## Evaluations

Initial Evaluation for Eligibility is the responsibility of the member district wherein the student resides. The re-evaluation of RDSPD students is the responsibility of the district serving the student. The serving district (cluster site) may seek support for the evaluation from the sending district and/or Crowley ISD RDSPD SSA, but the serving District retains responsibility for the completion of the re-evaluation.

## Interpreting Services

As per each student's IEP, interpreting services must be provided by qualified interpreters to ensure that RDSPD students have access to instruction by qualified related service personnel.

In this RDSPD, interpreting services are provided only for students enrolled at a cluster site. In some instances, there are needs for interpreting services that are not included in the student's IEP. Requests for interpreting services for school-sponsored activities outside of the instructional day will be handled as follows:

- It is the responsibility of the member district wherein the student resides to provide and fund interpreting services for enrolled RDSPD students participating in after-school non-academic activities. This includes but is not limited to, UIL events, sporting events, clubs, and any other extracurricular activity sponsored by a school district. Procedures for funding and arranging for services should be developed at each cluster site.
- Member districts may be billed for interpreter services for parents attending non-RDSPD sponsored events such as PTA meetings, school speakers, festivals, etc. Parents must provide at least 24 hours' notice if they plan to attend non-RDSPD events at their child's cluster campus in order to have interpreter services in place.
- Interpreting services for educational needs such as tutoring, make up testing, and discipline meetings with building administrators will be covered as an integral part of the RDSPD program.

## Transportation

Each member district bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. Crowley ISD RDSPD SSA has no responsibility in regard to transportation. Member districts are responsible for delivering students to the cluster site on the days and times that are consistent with that campus' daily arrival and departure times. This includes days the cluster site district is in session even if the home district is not in session on that day.

## Personnel

The Crowley ISD RDSPD will train all staff in various communication modes and technologies. We will employ a staff that is dedicated to becoming skilled in a range of communication options in order to implement our Communication Philosophy.

Cluster site RDSPD personnel, which may include deaf education certified teachers, audiologists, certified interpreters and classroom aides, are employed by the member district where the sites are located. Cluster site personnel salaries, travel, and consumable materials are funded by Crowley ISD RDSPD SSA. Cluster site Deaf Education Personnel are subject to the personnel policies of the member district where the site is located, including but not limited

to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. Any ADA requirements for RDSPD staff members will be the responsibility of the cluster site district in which they are employed.

Personnel employed by cluster sites shall be an integral part of the site faculty, shall be responsible to the site principals, and shall perform comparable duties assigned to general education classroom teachers *as long as they do not interfere with the primary mission of the special assignment*. Clarification of role assignments shall be made jointly by the Principal and the RDSPD Coordinator.

## Certification Requirements

Instructional staff must be certified to teach students who are deaf or hard of hearing through the Texas State Board of Educator Certification (SBEC). Teachers in residency have up to three (3) years to become certified in deaf education.

As per 19 T.A.C. Chapter 89.1131 Interpreting services for children who are deaf must be provided by an interpreter who is certified in the appropriate language modes, if certification in such modes is available. If certification is available, the interpreter must be a certified member of, or certified by the Registry of Interpreters for the Deaf or the Texas Board for Evaluation of Interpreters (BEI) at the Department of Assistive and Rehabilitative Services, Office of Deaf and Hard of Hearing Services. Waivered interpreters in the process of gaining BEI certification have up to three (3) years to gain certification.

Instructional assistants must meet the requirements as specified in the job description and have the ability to understand and use sign language if being hired to work with students who utilize sign language.

## Staff Development

All members of the Crowley ISD RDSPD SSA staff shall be engaged in an ongoing process of professional development and training which shall include, but not be limited to, workshops, conferences, outside consultants, online resources and internal training programs. Staff members are responsible for filling all professional training requirements of the district by which they are employed. All professional development is expected to be results-oriented and data-driven,

The LEAs in collaboration with the RDSPD, will provided opportunities for general education staff to receive special training or information important to those teaching students who are D/HH as well as in-service pertaining to “best practices” when teaching students with hearing loss.

## Program Evaluation

The SSA Agreement and Administrative Guidelines will be reviewed annually by the SSA Management Board. Program goals, strategies and services will be adjusted accordingly.

Program evaluations will be done at least every 5 years by the RDSPD Peer Review team assigned by the ESC State lead for D/HH. An outside agency may also be selected by the SSA Management Board to perform program evaluation on a contractual basis when deemed necessary. The results of these evaluations shall be used to support the program's continuous improvement efforts. The RDSPD Coordinator will assure that there are program-wide procedures in place for ongoing monitoring and documenting of student progress. Especially in the areas of language development, reading comprehension and auditory learning.

## Reporting and Accountability

All students receiving direct services from a certified teacher of the deaf for a minimum of 45 minutes per week are considered "enrolled" in the RDSPD for census purposes in the Public Education Information Management System (PEIMS). These services may be provided by an itinerant teacher going to the home district, a parent infant advisor going to the home, or may be provided at a cluster site. All students who receive instructional services through the RDSPD for the minimum time indicated should be reported in PEIMS as follows:

- Only one LEA may report PEIMS data on a RDSPD student. The district in which the student resides may enter (register) the student's data in their local information system but must ensure that the student is excluded from their PEIMS reporting if the student is enrolled in another district.
- Each member district in which the student resides, shall be responsible for submitting a PEIMS 011 Record to TEA indicating that they are a member of an RDSPD Shared Service Arrangement (Type Code 10). ESC Region 13 is to be identified as the fiscal agent (District # 227950). (E0833) indicates the student is receiving instructional services from the regional day school program for the deaf (RDSPD).
- All students in the RDSPD regardless of where they are served must have a disabling condition of AI (03) (Auditory Impairment) or DB (05) (Deaf-Blind) as either their primary, secondary, or tertiary disability. This must reflect exactly what the ARD/IEP states. If a RDSPD student is "deaf-blind", the disabling condition should be coded as AI (03) and D-B (05) in appropriate order of disabling condition.
- The 163 Student Data Special Education Record will be completed by each district where the student attends school. All students who are in the RDSPD may generate average daily attendance (ADA) based on their ADA-ELIGIBILITY-CODE and their special education instructional setting code. These general education funds in regular

education and in special education can be used to supplement the costs of the RDSPD.

- The 405 Special Education Attendance Data - Student Record should also be completed by the district where the student attends school using C067 RDSPD code 3.
- Only one district may report the TRANSPORTATION-INDICATOR-CODE for a RDSPD student. The Transportation Indicator Code should be completed by the district where the student attends school. This is for PEIMS purposes only and is separate from transportation reimbursement.
- Refer to the current Student Attendance Accounting Handbook for guidance on reporting RDSPD students in PEIMS.
- Each home district will ensure that the district enrollment documentation and eligibility data is kept on file. Member districts shall support the RDSPD personnel in obtaining the data when reports are due. Should verification of student eligibility be required by the State, the fiscal agent will refer to files maintained in each student's home district.
- Each local (home) district will maintain audit files on the RDSPD students that reside in their district. The cluster site RDSPD campus personnel shall cooperate with the home district representatives by supplying copies of ARD meetings or assessment reports completed in the RDSPD cluster site district to the home districts for their audit files.
- Refer to the SSA Agreement 4.9 for cluster site districts who do not wish to serve as the LEA

**The cluster should maintain all PEIMS data for (students) for PEIMS auditing purposes**

## Reconciling Enrollment

Only one district may report PEIMS on a RDSPD student. Questions regarding report submission and attendance reporting procedures should be directed to the Crowley ISD PEIMS contact. Before the date of the statewide PEIMS 'snapshot', the fiscal agent and each member district will produce a written list of students whom they agree are being served in their home district, but who receive a minimum of 45 minutes weekly direct services. This includes babies and toddlers served in the Parent Infant Program. Member districts are responsible for coordination with their district PEIMS administrator to assure that these students are properly coded. Failure to code these students correctly impacts state and federal funding for the next fiscal year. Districts who fail to properly code students served by the Crowley ISD RDSPD SSA will contribute to the financial deficit resulting from such failure and agree to pay the amount of lost funding that the students who were not reported would have generated. The additional costs will be calculated by Crowley ISD and invoiced to the member district in addition to the annual tuition charges for the member district's students.

Member districts and the fiscal agent are responsible for informing each other in a timely manner if one of the RDSPD students moves out of one member district and into another member district, or out of the RDSPD co-op districts completely. Withdrawal should be coordinated and coded accurately.

## Services for Non-Member Districts

Students from school districts other than those member districts who are parties to the Crowley ISD RDSPD SSA Agreement (“non-member LEAs”) will be considered for services/placement upon written request to the ESC Region 13 RDSPD SSA designee or other Administrator as determined by the fiscal agent of the Crowley ISD RDSPD SSA. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The member district Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The member districts acknowledge that it is TEA’s expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the SSA RDSPD, the fiscal agent shall refer the matter to TEA for review.

## Grievances

Problems or grievances should be addressed to the staff member’s immediate supervisor first. Parents should address issues about their program at the campus level initially. If the issues are not resolved with campus level discussions, then they should be referred to the RDSPD Coordinator. The district Director of Special Education and the home Director of Special Education will be contacted to participate in the discussion to resolve the grievance if that person has not already been contacted and included in the discussions. If the grievance cannot be resolved within the parameters of the district grievance policies or special education procedures, the RDSPD SSA Management Board may be convened. The student’s home ISD is ultimately responsible for the educational plan and services for each student.

## Participant Agreement

I have reviewed the Administrative Guidelines for Shared Services Arrangement Agreement to the Region 11 Regional Day School Program for the Deaf and agree to participate and abide by

these guidelines as a member district of the Region 11 Regional Day School Program for the Deaf Shared Services Arrangement.

#### CROWLEY INDEPENDENT SCHOOL DISTRICT

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Dr. LaTonya Woodson-Mayfield, President, Board of Trustees

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Date

Program Contact: Tamika Williams, Director of Special Services

Address: 1900 Crowley Pride Drive, Fort Worth, TX 76036

Phone/Email: 817-297-5300 tamika.williams@crowley.k12.tx.us

#### ALVARADO INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

---

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

#### BURLESON INDEPENDENT SCHOOL DISTRICT



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President, Board of Trustees

---

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

CLEBURNE INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

---

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

EVERMAN INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

JOSHUA INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

President, Board of Trustees

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

JOHNSON COUNTY SPECIAL EDUCATION SSA

\_\_\_\_\_

\_\_\_\_\_

President, Board of Trustees

Date

Program Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_