# SAN ANTONIO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD)

# Administrative Guidelines for Shared Services Arrangement Agreement

## 2025-2026

The following guidelines support the intent of SAISD RDSPD. They are extensions of the Shared Services Arrangement Agreement and designed to assure optimum program functioning. Each district participating under the Shared Services Arrangement Agreement shall also agree to adhere to the guidelines set forth in this document.

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#### Intent of the Shared Services Arrangement

The intent of the San Antonio ISD Regional Day School Program for the Deaf (SAISD RDSPD) is to provide a quality educational program for students who are deaf or hard of hearing (D/HH) along the continuum of placement options. Combining educational alternatives for students who are D/HH from participating Local Education Agencies (LEAs) into one cooperative educational program increases student enrollment and thus justifies the funding of a quality educational program with supportive and program coordination services. This programming includes services in an educational environment that fosters both academic achievement and social-emotional growth.

In order to provide access to the general curriculum, the SAISD RDSPD offers a range of support services to students who are D/HH across a continuum of placement options (e.g., home-based early intervention, general education, DHH resource and blended models of instruction). The Annual Review and Dismissal Committee (ARDC)/Individual Education Plan (IEP) committee shall determine placement for individual students while also considering the student's unique communication needs to assure access to both the general curriculum as well as social communication.

#### **Shared Services Management Board**

The Shared Services Arrangement (SSA) Management Board shall be composed of the local special education directors or a designees of each participating SSA LEA. One representative from the fiscal agent and each member district may cast a vote in the decision-making process. As appropriate, Management Board members shall keep their respective Member LEA school superintendents and school boards or other appropriate governing body advised of Management Board actions.

The SSA requires the Management Board meet at least once yearly. It may convene more often if necessary to meet the needs of the Management Board and the SAISD RDSPD.

The following areas shall be deemed the primary responsibilities of the Management Board:

• Address/discuss areas of policy pertaining to funding, membership, programming, operations, projected enrollments, long and short-term needs of the RDSPD and the SSA.

- The SAISD RDSPD Special Education Director or designee will be responsible for coordinating meetings at mutually agreeable times for Management Board members.
- The SAISD RDSPD Special Education Director or designee will be responsible for gathering agenda items, taking minutes of the meetings, and disseminating minutes after each meeting. The official minutes will be maintained by the fiscal agent, SAISD.

The following agenda items are deemed important and should be included in discussions at the annual Management Board meeting:

- Review of current budget and projection for the next year's budget
- Census information of RDSPD eligible students (cluster site)
- Per pupil tuition with an explanation of how the charges are calculated
- Staffing and/or equipment needs that will affect the per pupil charge for the current or upcoming fiscal year
- Changes in participation for the upcoming year by the fiscal agent and/or any of the SSA members to comply with dates required by the Texas Education Agency (TEA) of such notification of changes
- Consideration, vote, and decision of requests for services from any Non-Member LEAs from the SAISD RDSPD
- Review of recommendations from SAISD RDSPD SSA Director regarding unfunded costs for any students moving into a member district and eligible for RDSPD programs and services

## **Revision of the Administrative Guidelines**

The Management Board recognizes that current Federal or State laws, rules and regulations, or any changes to current laws or policies at the Federal or State level will take precedence in the event of any discrepancy between those and the policies and procedures in this Administrative Guidelines document. Additionally, this SSA will abide by the procedures outlined in the SAISD SSA.

If the Management Board or fiscal agent deems it advisable to add or change the contents of this document, the following procedures will be followed:

- The Management Board member or fiscal agent representative will bring any proposed changes to the Management Board members at the next annual meeting for discussion.
- If the annual meeting date is not timely, the Member LEA suggesting a change may request a meeting of the Management Board through the SAISD SSA Special Education Director or designee.

- A proposed change will be accepted if a majority of the Management vote in favor of the change(s).
- Under most circumstances, the revision will become the "current" document in the NEXT fiscal year.
- If, for special reasons, there is a <u>unanimous</u> vote in favor of the change, the Management Board may accept the revised document for the remainder of the current fiscal year.
- If a change has been accepted, the Administrative Guidelines will be revised and new copies distributed to Management Board members by the next fiscal year. Each Management Board member will sign an updated <u>Participant Agreement</u> form and return the signed original document to be kept on file in the office of the fiscal agent.

## **RDSPD** Communication Philosophy

The SAISD Regional Day School Program for the Deaf acknowledges that students who are D/HH belong to a group that is culturally and linguistically diverse. TEC §29.302(a) states that educational programs should recognize the deafness and hard of hearing condition, assure that students have appropriate, ongoing, and fully accessible educational opportunities; and recognize that students may choose a variety of language modes and languages, including oral and manual-visual language. In alignment with TEC §29.303, the program agrees that each student's preferred mode of communication should be respected, used, and developed to an appropriate level of proficiency.

The communication philosophy of the SAISD RDSPD is designed so each student who is D/HH to:

- develop communication for school, home and the community.
- obtain literacy in the English language.
- have appropriate access to the general education curriculum; and
- be aware of various communication modes used throughout the Deaf community.

The program is committed to the early identification of children whose hearing loss will seriously affect their abilities to develop language without special support services. The program recognizes that parent choice is a critical factor in the determination of the system each child is exposed to during the early stages of language development.

The program will support a variety of communication options using a "total communication" or comprehensive approach. Total communication is defined by this RDSPD to incorporate aural, manual and oral modes of communication in order to insure effective communication with and among deaf or hard of hearing persons. This philosophy provides for a continuum of communication modes, embracing a plurality of modalities. Communication methods used in the

instructional setting meet the needs of each individual student and may include speech, speech reading, audition, reading, writing, sign language, fingerspelling, gesture, and body language.

The SAISD RDSPD is committed to providing students who are D/HH with opportunities to develop proficiency in English. To provide increased access to the complexity of the English language, the program will implement the components of Signing Exact English (SEE) as the language of instruction for all students using signed language.

For most students participating in a "total communication" environment, instruction during the language arts block supports English structure in order to facilitate English language and literacy skills. Instruction in the content areas builds on the student's unique mode of communication to develop academic language and English literacy skills. While the SAISD RDSPD seeks to improve literacy by providing access to authentic English through components of Signing Exact English, it also supports comprehension through the use of American Sign Language (ASL) or other sign and communication systems, based upon the individual student and IEP committee recommendations.

## **Cooperative Program (Cluster) Sites**

A Cooperative Program (Cluster) site is defined as the centralized program where students receive direct deaf education services and which is determined to be the least restrictive environment (LRE) for certain students who are deaf or hard of hearing. The determination of these locations will be established by the fiscal agent, SAISD, in accordance with the number of eligible students who are enrolled in the RDSPD, type and severity of the hearing loss, communication mode of each student, availability of qualified personnel, and other resources and geographical considerations.

Multiple cluster sites within one geographical location may co-exist according to student numbers and needs. In the event that the RDSPD should consider adding a program site, the fiscal agent shall review all pertinent data, and identify an appropriate site location. A transition period for students may be offered when new cluster sites are opened.

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

- Family preference for communication mode (communication options will be considered)
- Individual student's program needs per ARD/IEP committee recommendation
- Age ranges of students and communication mode of peer group
- Students with IEPs that can be met within an LEA will not be referred to a site outside of the LEA.
- Length and distance of transportation

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The selection of appropriate Cluster site classroom locations should reflect the following considerations:

- Administrative support from the Member LEA and campus leaders
- Willingness to receive and provide in-service training for their staff on instructional "best practices" and technology considerations for students who are D/HH
- Willingness to assure that general education staff utilize any recommended frequency modulation (FM) systems, assistive listening devices, or other IEP mandated technology or accommodations
- Ability to "hand schedule" some students in order to provide optimum use of certified deaf educators, interpreters, and deaf support specialists
- Willingness to coordinate with the SAISD RDSPD SSA Special Education Director or designee in the areas of hiring qualified staff, recordkeeping, supervision of staff, and instructional strategies to support student progress and IEP requirements
- Willingness to add minor accommodations to improve classroom acoustics when feasible
- Special education offers an array of support options at the cluster site
- On a secondary campus, an array of vocational education options is available
- Adequate space is available to house the staff and equipment needed to serve SAISD RDSPD students
- Related service personnel have some knowledge of communication and impact of deafness in educational settings or are willing to receive training and/or mentorship in these areas

#### **Cooperative ARD/IEP Committee Meetings and Placement Decision Processes**

- A. ARD/IEP meeting procedures and student records
  - 1. The SAISD RDSPD SSA will conform to the procedures outlined in the State Board of Education and Commissioner's Rules and Regulation for Providing Special Education Services.
  - 2. When considering placement in the SAISD RDSPD Cluster Sites, Member LEA's will refer to the Flowchart for Placement into SAISD RDSPD Cluster Sites for Member LEAs found in Appendix A: LEA Procedures.
  - 3. When considering a student for initial placement, transfer, dismissal, and/or three-year reevaluation and review, the ARD/IEP committee making decisions about a student receiving RDSPD services will include at least one person from the RDSPD staff. When an ARD takes place at a cluster site campus, a member of the

home LEA should be in attendance for each annual review as well as the initial, reevaluation, transfer, and dismissal meetings. Ample time/notice of these ARD meetings shall be given in order to assure the attendance and participation of the home LEA representative and RDSPD staff member.

- 4. For an ARD in which the student is being considered for RDSPD placement, the home school provides the LEA administrative representative. Once the permanent placement is made for RDSPD placement, and at each annual ARD, the RDSPD cluster site provides the LEA administrative representative, and the home district will send a representative from their LEA. When there is a disagreement between districts, the ARD will be recessed and districts will work to resolve the disagreement. Districts will work towards consensus. Proposed changes to programming for a student should be discussed between the RDSPD cluster site and the home district beforehand to work out any issues that may arise.
- 5. SSA Members where the student resides or is otherwise enrolled will ensure that the required LEA enrollment documentation and eligibility data is kept on file. Member districts shall 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 home LEA.
- 6. SSA Members where the student resides or is otherwise enrolled will maintain audit files on RDSPD students that reside or are otherwise enrolled in their LEA. The cluster site RDSPD campus personnel shall cooperate with the home LEA representatives to supply copies of ARD meetings or assessment reports completed in the RDSPD cluster site district to the home districts for their audit files.
- 7. DHH Itinerant services remain the responsibility of the LEA.
- B. Transfer Procedures
  - 1. The student's home LEA staff will arrange for a new student's initial ARD meeting to determine eligibility and consider placement options. If the RDSPD is being considered for placement, the SAISD RDSPD designated representative must attend this meeting.
  - 2. If it is verified that a student has a disability and was receiving special education services in a program for the deaf in the previous Texas LEA, placement at the SAISD RDSPD will be made available. If a child is from out of state or has not attended a program for the deaf, verification in writing or by telephone will be needed

for initial placement. Temporary placement to provide comparable services will be determined by information provided by the parents and ARD/IEP documents. If necessary, the SAISD RDSPD SSA Special Education Director or designee may assist local school staff in confirming placement.

- i. Documentation from a previous ARD meeting may be used to verify The child is eligible for services from the RDSPD.
- ii. If placement in the RDSPD program is recommended, the SAISD RDSPD representative may need to assist in arranging an ARD at the receiving cluster site school where the class schedule, IEP, and any additional test data may be requested or developed. Normally, the RDSPD representative who attended the ARD in the home LEA should also attend the ARD at the cluster site campus.
- iii. Placement in the RDSPD is considered temporary if eligibility data is not complete.
- iv. Temporary placement to provide comparable services can be no longer than 20 school days. SAISD RDSPD staff will assist districts in obtaining complete eligibility placement and IEP information from the student's previous LEA. Cluster site staff will provide any educational assessments and/or IEP needs discussed at the transfer agreement meeting.
- v. A permanent placement ARD will be scheduled within 20 school days from the transfer agreement date to discuss the continuation of services, assessment data, placement alternatives or other relevant recommendations. A representative from the home LEA shall be in attendance for this meeting. The cluster site representative will coordinate with the home LEA to schedule this meeting.

#### Funding Costs – SSA Member Funding Responsibilities

- A. The SAISD RDSPD will have an operating budget that is used for the calculation of funding allocations, expenditures, and per pupil tuition costs.
- B. SSA Member LEAs will pay a per pupil charge for RDSPD program costs greater than those funded by State and Federal allocations earmarked for Special Education Deaf Services. SSA Member LEAs will be charged tuition for each student attending the SAISD RDSPD. The rate will be set and approved by the Management Board. The tuition charges will be published by the Management Board. In order to offset the per pupil

tuition costs associated with the RDSPD, SSA members shall retain the Average Daily Attendance (ADA) funds generated by RDSPD students enrolled in their LEAs.

- 1. SSA Members shall receive anticipated tuition information at each annual meeting in the spring/summer based on the most current student census and projected budget for the upcoming fiscal year.
- 2. In order to ensure correct PEIMS reporting, SSA Members will receive student census information for that Member's students no later than the last Friday in October so the SSA Member may work with that Member's PEIMS Coordinator to verify the student is coded correctly. This will ensure appropriate funding for the following fiscal year. Student information collected by the SAISD RDSPD. Special Education Director or designee will be kept electronically in a password protected file and transmitted in a password protected file.
- 3. The tentative billing information will be updated and provided after the PEIMS snapshot date in October in order to verify the accuracy of the program census. The tentative tuition rate will be provided by the last Friday in November.
- 4. SSA Members will receive a list of that SSA Member's students by the first week in November to verify student information. SSA Members must request any clarification or changes by the timeline established by the SAISD RDSPD Director of Special Education as this data will be used to generate the SSA Member's invoice.
- 5. SSA Members will be invoiced for their per pupil charges for eligible RDSPD students no later than January 31 of each fiscal year in order to include changes in the student census after the January PEIMS attendance correction window

closes.

Students moving into the RDSPD program after the invoice date may be billed separately if their enrollment requires significant resources outside the current budget. The SSA members will be invoiced for the full tuition once a year but must notify the Fiscal Agent (SAISD) if they will be making two tuition payments. The SSA districts are expected to pay the first tuition payment no later than 90 days after the receipt of the invoice and no later than June 30 for the second tuition payment.

6. The SSA requires any funds assessed under SAISD RDSPD policies be remitted within ninety (90) calendar days of receiving a statement from the SAISD Fiscal Agent.

7. The SAISD RDSPD Fiscal Agent will determine budget and tuition rate calculations as follows:

i. A comprehensive budget will be developed to meet the operational and IEP requirements of students receiving cluster sites services at all SSA cluster site locations.

ii. To determine cluster site tuition, all State and Federal allocations earmarked for Special Education Deaf Services, are applied against the total operating cost of the program. One hundred percent of the budgetary shortfall will be divided evenly between the students receiving centralized services at the RDSPD cluster site. It is critical to note that since enrollment drives the tuition rate, all calculations are considered tentative until the January census verification is complete and the invoices initiated.

iii. As per the SSA Agreement, SSA Members will be responsible for indirect costs associated with the RDSPD. This cost will be calculated by multiplying the overall operating costs by the average of the current fiscal year indirect cost rates for the cluster sites. SSA Members with students attending the cluster site will be responsible for the indirect cost per student attending a cluster site. This will be remitted to the cluster site within ninety (90) calendar days of receiving an invoice for this cost. The SAISD Fiscal Agent will be responsible for invoicing member districts for the amount indicated by the SAISD RDSPD Special Education Director using the above methodology.

- C. The annual SSA Member invoices will be calculated as follows and summarized in the table below:
  - 1. Students entering the program on or before December 1 will be charged 100% of the tuition rate.
  - 2. Students entering the program after December 1 will be charged 50% of the tuition rate. The sending district may be charged for the purchase of student's classroom amplification device, if not available in the current inventory.
  - 3. If a student leaves the program before the PEIMS snapshot date, the member district will be responsible for the fifty percent of the annual tuition rate.

	Time Period	Tuition Rate
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Leaves program before October PEIMS Snapshot date	50%
Enters program on or before December 1	100%
Enters program after December 1	50%

- 4 Since the budget, staffing, and programming needs are based on projected student enrollment, no SSA Member will have funds returned to them for students leaving their district after the October 31<sup>st</sup> PEIMS snapshot date.
- 5. Charges for Non-Member students, with approval to receive services, will be billed the full per pupil charges for students entering on or before December 31. Students entering the program after January 1 will be billed 50% of the current per pupil charges for the remainder of the year. Non-Member students will be charged an administrative fee similar to the indirect cost charged to SSA Members for indirect costs of the program. The fee will be calculated by multiplying the overall cost for the Non-Member services provided by the average of the current fiscal year indirect cost rate for the cluster sites.
- 6. SSA Students recommended for ESY will be verified by the third week of May. Once invoices are sent to their respective districts they will not be modified.
- D. Related Services and Amplification
  - As part of the tuition structure, speech and audiological services will be provided to eligible RDSPD students being served on a cluster site. These services must be reflected in the IEP and specify the expected length/duration of such services. When the IEP recommends other related services (i.e., occupational therapy, physical therapy), the sending district is responsible for costs related to such services as they are not included in the per pupil tuition rate. The SSA Member may enter into an inter-local agreement for such services.
  - 2. FM listening devices and classroom amplification systems will be provided by the fiscal agent for all students attending the RDSPD cluster site campuses.
  - 3. As per each student's IEP, interpreting services must be provided by certified interpreters to assure that RDSPD students have access to instruction by qualified service personnel. In some instances, there are needs for interpreting services that

are not included in a student's IEP. Requests for after-hours interpreting services at cluster site campuses will be handled as follows:

- i. Interpreter services for educational needs such as tutoring, make-up testing, assessments by the Department of Special Education (as requested by the ARD committee), STAAR tutoring, and discipline meetings with building administrators will be covered as an integral part of the RDSPD program.
- ii. Interpreter services for RDSPD cluster site students who participate in after school non-academic activities (e.g., sports, UIL, clubs, drama, etc.) through the cluster site are provided by the RDSPD. In the event that extracurricular costs exceed the program's ability to pay for existing or contracted staff, the SSA member will be charged for a portion of the services provided to the student.
- iii. SSA member will be billed for interpreter services for parents who are deaf to participate in RDSPD activities such as ARD meetings, RDSPD sponsored parent meetings, and discipline meetings with administrators for their RDSPD students; however, the SAISD RDSPD will schedule and procure these interpreting services.
- iv. SSA members will 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.

#### Materials

- A. Materials/equipment purchased by SAISD fiscal agents on behalf of the SAISD RDSPD with a value of at least \$500 will follow SAISD inventory procedures and disposal of assets. Tracking items of less than \$500 with limited and specific use would cause an undue burden due to the time and effort required, and thus will not be formally tracked.
- B. Disposal of non-consumable items (e.g., binaural fitting system, etc.) with a value of at least \$500 requires approval by the SAISD RDSPD Special Education Director. If disposal is approved, SAISD policies and procedures for disposal will be followed.

#### **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). In addition, teachers assigned to a cluster site must have also passed either the Texas Assessment of Signed Communication (TASC), the Texas Assessment of Signed Communication-American Sign Language (TASC-ASL), or other comparable examination of signed communication.

Interpreting services for students who are deaf must be provided by an interpreter who is certified pursuant to19 TAC §89.1131.

## **Staff Selection and Employment**

SAISD Fiscal Agent shall employ and/or contract all staff. SAISD hiring procedures will be followed. All staff will follow SAISD policies and procedures regardless of where services are provided.

In order to meet the diverse interpreting needs of the SAISD RDSPD, staff interpreters may be asked to cover classes on other cluster site campuses when there are extenuating circumstances. Clarification of role assignments shall be made jointly by the special education director or designee, the principal, and the human resources department of SAISD. SAISD will keep job descriptions for each position on file.

## **Personnel Evaluations**

The evaluation of site personnel shall be the responsibility of the campus principal in which the personnel are assigned. Observations and input by the SAISD RDSPD Director or designee shall be included in the staff evaluations when presented to the campus administrator. This input may include observations completed by the SAISD RDSPD Coordinator.

Interpreters should also have an evaluation of their skills and adherence to the Code of Ethical Standards by the SAISD Fiscal Agent. This evaluation should be given to the principal in a timely manner to be included in the overall evaluation of the personnel employed by the RDSPD.

## **Curriculum and Support Services**

All students in the SAISD RDSPD will follow a curriculum adopted by the State of Texas (Texas Essential Knowledge and Skills – TEKS).

Students who are D/HH with more severe learning problems may require more specialized programming. These students would usually be those at a cluster site campus where they could receive daily direct instruction from a teacher of the deaf in the areas of literacy, language, and

communication. In order to meet the unique needs of students who are D/HH, auditory learning activities and classroom speech instruction may be incorporated into the students' curriculum. Attention will be placed on providing instruction that is aligned with state-adopted grade level standards.

## Staff Development

All staff that serve students through the SAISD RDSPD shall be engaged in an ongoing process of professional development and training, which can include, but is not limited to, workshops, conferences, outside consultants, and internal training programs. Individual staff members are responsible for fulfilling SAISD training requirements. It is important to note that while SAISD may provide professional development opportunities, it is ultimately the responsibility of individual staff members to obtain all required professional development to maintain certification/licensure. All staff members are expected to be involved in professional development and program improvement activities that are results oriented and data-driven.

## Transportation

SSA Members sending students to a cluster site school are responsible for transportation from the home LEA to the cluster site campus. SSA Members are responsible for delivering students to the cluster site at times consistent with that campus' daily arrival and departure times.

The sending LEA will provide transportation to students attending a SAISD RDSPD campus who are involved in extracurricular activities and/or field trips that end after normal school hours to ensure FAPE.

The sending LEA, with cooperation from the cluster site administrator, will handle discipline issues on a SSA LEA Member bus should the behavior issue start or end at the cluster site. Behavior problems on a sending SSA LEA Member bus that happens while the bus is between the home LEA and the cluster campus site should be reported to the sending LEA's administration, following the procedures outlined in the sending LEA's Transportation Guidelines. In addition, any behavior issues occurring on the bus to and from the cluster site should be reported to the cluster site administrator for informational purposes.

## **Student Discipline**

All students participating in the SAISD RDSPD at the cluster sites must comply with the SAISD Student Code of Conduct and will be provided any accommodations/modifications outlined in the ARD/IEP and/or BIP. In the event of a minor infraction, the cluster site campus administrator

will follow district guidelines in addressing the behavior. In the event of a serious infraction, such as those offenses requiring a hearing, the SSA LEA Member will collaborate with the cluster site administrator, and all hearings and DAEP placements will be provided at the home district. Any interpreters or instructional services required during DAEP placement will be the responsibility of the home district.

## **Parent Support and Involvement**

Student success is best achieved when the family, student, and staff work as a cooperative team. The SAISD RDSPD recognizes and values input and involvement of each student's parents. SAISD RDSPD staff are committed to communicating with parents on a regular basis. Input, involvement, and information will be shared in a cooperative on-going manner between parents, RDSPD staff, and campus administrators. Such communication and involvement opportunities may include, but are not limited to, home-school communication books, pre-ARD meetings, class visitations, parent interest surveys, sign language classes, and speakers on topics rated as "high needs" on parent interest surveys.

## **Program Evaluation**

An outside agency or peer review committee composed of other RDSPD program administrators, staff, parents, and Management Board members may perform a program evaluation once every four years. This data will be used to support the RDSPD's continuous improvement efforts.

RDPSD program staff may be asked to perform self-evaluations and provide feedback on current programming based upon criteria approved by the SAISD RDSPD Special Education Director or designee. Such evaluation surveys or questionnaires will focus upon "best practices" in deaf education from sources such as, but not limited to, RDSPD Peer Review documents, Conference of Educators of the Deaf (CED), Alexander Bell Association for the Deaf, National Association of the Deaf, the National Agenda, and the National Association of State Directors of Special Education.

The SAISD RDSPD Special Education Director or designee 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.

#### **Requests for Services from Non-Member LEAs**

Non-member LEAs having a student who meets the conditions for eligibility as deaf or hard of hearing may request services from the SAISD RDSPD SSA, if desired. The request for placement consideration shall be made in writing to the SAISD RDSPD Special Education

Director who will bring the request to the SSA Management Board for consideration. A representative from the requesting LEA shall be present at a Management Board meeting to present information and clarification of information regarding the specific needs of the student(s) being considered for SAISD RDSPD SSA services. Acceptance shall be contingent upon the availability of the SAISD RDSPD SSA to provide a free, appropriate education with the necessary support service(s) to the student. The placement of non-member student(s) shall be reviewed by the ARD committee at any time deemed appropriate and/or necessary.

The Management Board shall charge a fee with consideration of PEIMS and the per pupil tuition fee. Rates will be approved by the Management Board and non-member districts will be informed of such rates prior to the beginning of any service. The fiscal agent will invoice the non-member for services. Payment shall be made to the fiscal agent. Legal fees for entry or will go to the LEA seeking entry.

If the Non-Member LEA continues to require services for the following year, the Non-Member LEA will be expected to seek membership in the SAISD RDSPD SSA no later than December 1 of the current school year. After the written request for membership is provided, the established process for entry will be followed.

## Grievances

Problems or grievances from staff should be addressed to the staff member's immediate supervisor first. Parents should address issues about their child's program at the campus level initially. If the issues are not resolved with the campus level discussions, then they will be referred to the SAISD RDSPD Director of Special Education. The home LEA Director of Special Education or designee 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 LEA grievance policies or special education procedures, the RDSPD Management Board may be convened. The student's home LEA is ultimately responsible for the educational plan and services for their student(s).

## **Reporting and Accountability**

It is the intent of the SAISD RDSPD that state accountability and attendance-related funds remain with SSA Members. Students who receive services at a cluster site and reside or are otherwise enrolled in SSA Member's LEA are reported by the RDSPD as "enrolled, but not in attendance." Refer to the current Student Attendance Accounting Handbook for guidance on reporting RDSPD students in PEIMS.

## A. PEIMS Coding

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#### **1.LEA Reporting**

- i. All SSA Members must submit a 011 report indicating that they are a member of an RDSPD Shared Service Arrangement (Type Code 10).
- ii. SAISD is to be identified as the fiscal agent (District #015907).
- 2. Student Data Records
  - i. The disability code "03 Deaf or Hard of Hearing "must be posted as either the primary, secondary, or tertiary handicapping condition, regardless of where the students are being served.
  - ii. Students receiving services at the RDSPD cluster site should be coded as per ARD/IEP committee deliberations.
  - iii. Students receiving cluster site from the RDSPD must identify the RDSPD providing services (District #015907) on the PEIMS 163 student report. Since LEAs may be part of multiple RDSPD SSAs, this aligns the student generated funds to the program providing services.

#### **Attendance Reporting**

- i.. SAISD RDSPD Director of Special Education or designee will assign a staff member to contact the attendance clerks at the SSA Member campus where each RDSPD student is enrolled to report the student's daily attendance. This contact will be made at least once a week by phone with the final written report of excused/unexcused absences, parent notes, and other supporting documentation to be faxed to the home campus no later than noon each Friday. The student's home campus will report attendance in PEIMS.
- ii. All ADA funds generated by the RDSPD students are retained by each sending LEA to offset their per pupil tuition costs.

#### **Coordination and Communication**

- i. Only one LEA may report PEIMS on a RDSPD student. Questions regarding report submission and attendance reporting procedures should be directed to the SAISD PEIMS contact via the SAISD Special Education Director or designee.
- ii. Before the date of the statewide PEIMS "snapshot", the SAISD RDSPD Special Education Director or designee and each SSA Member will produce a list of the students being served at the RDSPD cluster site. Failure to code these students correctly impacts state and federal funding for the next fiscal year.
- iii. SSA Member LEAs are responsible for reporting accountability related information and following current TEA procedures for such reports.
- iv. The SSA Member LEAs 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 LEA and into another Member LEA, or out of the SAISD RDSPD SSA LEA schools completely. Withdrawal dates must be coordinated and coded accurately.

## Legal Representation

Subsection 4.5 of the SSA Agreement pertains to legal fees and services for each LEA in the event of grievance, litigation or complaint brought by resident students or parents. Likewise, Subsection 9.6 indicates that any hearing on an employee grievance, termination, or non-renewal is the responsibility of the member LEA, and Subsection 10.2 provides that Legal costs are the responsibility of the LEA where the student resides.

To clarify these sections of the SSA Agreement, each Member LEA shall retain legal counsel, negotiate and be solely responsible for legal fees associated with the event.

Administrative Guidelines Participant Agreement (see attached form)

Participant Agreement

SAISD RDSPD Administrative Guidelines Date of Document: April 1, 2025

I have reviewed the Administrative Guidelines for the Shared Services Arrangement agreement of the San Antonio Regional Day School Program for the Deaf. I agree to participate and abide by these guidelines as a member district of the SAISD RDSPD.

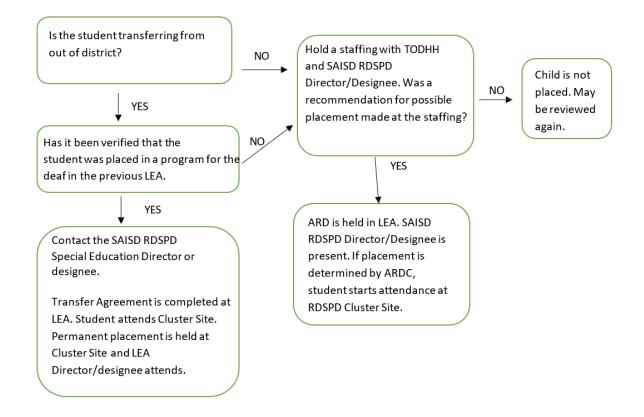
Special Education Director SAISD RDSPD Management Board Member

District

Date

#### APPENDIX A

#### Flow-Chart for Placement in SAISD RDSPD Cluster Sites for Member LEAs



- Students are enrolled in home district and home district maintains original documents.
- Home district is responsible for ensuring all required documentation for eligibility and enrollment are
  provided to the cluster site.
- Related services or special needs beyond Speech Therapy, Interpreting, and Audiology Services are the financial responsibility of the home district.
- RDSPD Cluster sites are responsible for ensuring home district receives all required documents such as attendance and grades.
- Out of District students who attend an SAISD through School Choice, and then become eligible for RDSPD will need to enroll into their home district.