



## JUDSON INDEPENDENT SCHOOL DISTRICT

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**Meeting Date:** January 22, 2026

**Submitted By:** Dr. Mary Duhart-Toppen  
**Title:** Deputy Superintendent

**Agenda Item:** Consider and take action regarding approving NEISD Regional Day School Program for the Deaf (RDSPD) Shared Services Agreement (SSA).

### CONSENT ITEM

#### **RECOMMENDATION:**

Approve the NEISD Regional Day School Program for the Deaf (RDSPD) Shared Service Agreement (SSA) in order to continue the provision of the direct instructional services for students who are deaf or hard-of-hearing. The submitted contract is a final document agreed upon at the RDSPD SSA board. Funding was approved June 26, 2025.

#### **IMPACT/RATIONALE:**

The Shared Service Agreement with NEISD is a long-standing contract with Judson ISD and is updated periodically by participating local school district members.

Currently, there are 7 students who receive direct instructional services under this Shared Service Arrangement Agreement.

#### **BOARD ACTION REQUESTED:**

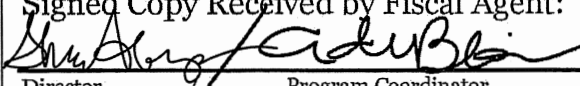

**Approval/Disapproval**

# North East ISD Regional Day School Program for the Deaf Program Documentation

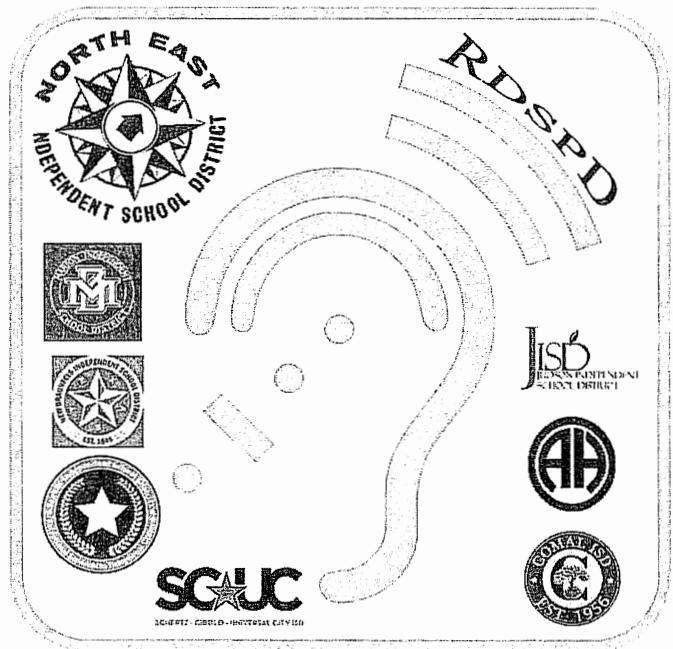
*This unified document includes three (3) major chapters defining the North East ISD Regional Day School for the Deaf (RDSPD) program documentation.*

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|  |   |
|--|---|
| Signed Copy Received by Fiscal Agent:  |   |
| <br>_____<br>Director | <br>_____<br>Program Coordinator |
| Date <u>12/4/25</u>  |   |

|                   |   |
|-------------------|---|
| Board SE Director | NEISD: Fiscal Agent<br>Alamo Heights ISD<br>Comal ISD<br>Judson ISD<br>Marion ISD<br>New Braunfels ISD<br>Seguin ISD<br>SCUCISD |
|-------------------|---|



The Shared Services Agreement  
NEISD Regional Day School Program for the Deaf

Alamo Heights Independent School District, Comal Independent School District, Judson Independent School District, Marion Independent School District, New Braunfels Independent School District, Seguin Independent School District, Schertz Cibolo/Universal City Independent School District, and North East Independent School District ("member districts"), hereby agree to cooperatively operate certain aspects of their special education programs as described herein under the authority of Texas Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the NORTH EAST ISD REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT, herein referred to as North East ISD RDSPD SSA.



Executed to be effective as of the 1<sup>st</sup> day of August 2024

North East Independent School District

BY:

DATE: 11.10.25

School Board President

Alamo Heights Independent School District

BY:

DATE:

School Board President

Comal Independent School District

BY:

DATE:

School Board President

Judson Independent School District

BY:

DATE:

School Board President

Marion Independent School District

BY:

DATE:

School Board President

New Braunfels Independent School District

BY:

DATE:

School Board President

Seguin Independent School District

BY:

DATE:

School Board President

Schertz Cibolo/Universal City Independent School District

BY:

DATE:

School Board President

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## SECTION A TABLE OF CONTENTS

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### Member Districts agree that:

#### 1. General Covenants and Provisions

- 1.1. The purpose of this agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education and related services for eligible students identified as deaf or hard-of-hearing, who reside within the boundaries of the member districts of the North East ISD RDSPD SSA. It is agreed and understood that any student identified as deaf or hard-of-hearing in a way 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 North East ISD RDSPD SSA, subject to the student's Admission, Review and Dismissal Committee (ARD/IEP committee) recommendations. It is further agreed that students identified as deaf or hard-of-hearing who are not referred for North East ISD RDSPD SSA services, and receive solely consultation supports through another arrangement, are not included in this Shared Services Agreement.
- 1.2. The intent of the North East ISD RDSPD is to serve students identified as deaf or hard-of-hearing, ages 0-21, whose needs, as determined by their ARD/IEP Committee meet eligibility for RDSPD Cluster Site services. Those students served in the North East ISD RDSPD must reside in the North East Independent School District or current member districts of the North East ISD RDSPD SSA, who have accepted its current policies and procedures.
  - 1.2.1. *When a student requires more than or equal to 180 minutes of daily direct instruction from a teacher certified in the area of deaf and hard-of-hearing and/or implementation of aural/oral communication as the student's primary communication mode is not appropriate, ARD consideration of RDSPD cluster services is appropriate.*

- 1.2.2. *When a student from a member district no longer requires RDSPD cluster site services; more than 180 minutes of daily direct instruction from a teacher certified in the area of deaf and hard-of-hearing and/or implementation of total communication systems to access the student's primary communication mode as determined by data reflecting the student's such mode; the ARD Committee will consider placement at the student's home district and/or campus with appropriate services and supports.*
- 1.3. The member districts do not intend by entering this agreement or otherwise to create a separate legal entity.
- 1.4. The North East ISD RDSPD Shared Services Arrangement administrative offices will be located in San Antonio, Texas.
- 1.5. The North East ISD RDSPD will be operated in compliance with Federal and State law, including the Individuals with Disabilities Education Act, 20 U.S.C. Section 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794; the Americans with Disabilities Act, 42 U.S.C., Section 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes in accordance with procedures developed by the Texas Education Agency (TEA) to comply with the requirements of 19 TAC 89.1075(e); and the North East ISD RDSPD SSA administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. The North East ISD RDSPD operates in compliance with Volume 13, Section 1.3 of the TEA's Financial Accountability System Resource Guide (FASRG).
- 1.6. Students from school districts other than member districts who are parties to this agreement may be considered for placement upon request through the Program Coordinator of the Fiscal Agent of the North East ISD RDSPD SSA.
- 1.7. Should a Local Education Agency (LEA) seek to become a member district of the North East ISD RDSPD SSA, a written request provided to the NEISD Program Coordinator for consideration by the Management Board must be provided on or before November 1 preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by the existing parties to this agreement.
- 1.8. Member districts may choose to participate in more than one Shared Services Arrangement. Member districts shall provide written notice to the North East ISD RDSPD SSA in the event they seek to join another Shared Services Arrangement.
- 1.9. State accountability and attendance-related funds for students will remain in the North East ISD RDSPD SSA member districts.
- 1.9.1. 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).
- 1.9.2. Students who reside within the boundaries of a member district and receive services at a cluster site are reported as "enrolled, but not in attendance" by the North East ISD RDSPD SSA.

## **2. Management**

- 2.1. The North East ISD RDSPD SSA shall be governed by the SSA Management Board (Management Board) comprised of the Special Education Directors / Coordinators from the participating member districts, or their designees, and representation from the Fiscal Agent.

2.1.1. Such Management Board will meet, at least annually, to review the SSA Agreement.

2.1.2. Additional meetings shall be scheduled as determined by the chairperson, whereby the Management Board may meet either as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation, and/or short and long-term needs of the North East ISD RDSPD SSA.

2.1.3. The Fiscal Agent records, prepares, and disseminates minutes for each meeting. Management Board members shall keep their respective superintendents advised of Management Board actions, as appropriate.

2.2. The Chairperson of the Management Board shall be the NEISD representative.

2.3. The Fiscal Agent may purchase goods and services necessary to administer and operate the North East ISD RDSPD. All non-consumable instructional materials shall be deemed property of the North East ISD RDSPD when such supplies and materials are purchased with RDSPD funds.

2.4. Members of the Management Board will establish and maintain SSA Administrative Guidelines. Any Administrative Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Administrative Guidelines requires a majority vote of the Management Board.

2.5. Management Board actions, unless otherwise provided herein, require approval by a majority of a quorum of representatives from member districts.

### **3. Personnel Policies**

3.1. The chief administrator of the North East ISD RDSPD SSA will be the Special Education Program Coordinator. This Program Coordinator shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to: provision of related services, staff development, and approved budgeted expenditures consistent with Fiscal Agent policy, are within the authority of the Program Coordinator and do not require Management Board action. Additionally, the Program Coordinator, at his/her discretion, or at the request of a Member District, will provide feedback regarding the delivery of instructional services. The Program Coordinator will be under direct supervision of the NEISD Executive Director, or Director Designee, for Special Education.

3.2. The Special Education Director of each member district shall serve as the deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the member district's applicable Board policy.

3.3. All North East ISD RDSPD employees shall serve under contract with the Fiscal Agent and shall be subject to the Fiscal Agent's policies.

3.4. Any hearing on an employee grievance, termination or non-renewal is the responsibility of and will be held in accordance with the policies of the Fiscal Agent in compliance with any applicable law.

3.5. All North East RDSPD employees are subject to the North East RDSPD SSA guidelines and policies.

### **4. Fiscal Agent Responsibilities**

4.1. The Fiscal Agent shall be North East ISD, which is accredited and includes services for children ages birth through 21 years of age.

- 4.2. The Fiscal Agent is responsible for applying for, receiving, collecting, expending and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide accounting services reports and shall perform any other responsibilities acceptable to the Fiscal Agent which are required by the North East RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort.
- 4.3. The Fiscal Agent is responsible for preparing the operational budget for the North East ISD RDSPD SSA. The Fiscal Agent will account for salaries and expenses of North East ISD RDSPD SSA personnel and operating expenses, IDEA Part B funds, State Deaf funds and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems in accordance with its applicable salary schedule for all North East ISD RDSPD staff.
- 4.4. Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by Federal or State law or RDSPD policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort. To the extent necessary, however, member districts agree to cooperate with the Fiscal Agent's effort to comply with reporting requirements.
- 4.5. The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request ADA compliance by each service provider.
- 4.6. The Fiscal Agent must notify the member districts of any intention to withdraw as Fiscal Agent of the SSA on or before December 31 (no less than one year) preceding the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1, one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year. All TEA timelines shall apply to any reconfiguration, including change of Fiscal Agent.
- 4.7. Should the Fiscal Agent cease to serve, for any reason, the Management Board will, by majority vote of a quorum, appoint another member district as the Fiscal Agent. Any member district appointed to serve as the Fiscal Agent has the option to refuse to serve as the Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including change of the Fiscal Agent. Should no member district be willing to serve as Fiscal Agent, then this SSA shall immediately terminate and each school district shall retain its own individual responsibility to educate its students previously placed under this SSA.
- 4.8. The North East RDSPD shall provide centralized sites located within the boundaries of the Fiscal Agent. The Fiscal Agent shall provide maintenance and operation services, suitable and sufficient classroom space within the program to accommodate the students identified as deaf or hard-of-hearing, and office space for support personnel. Member districts shall share any out-of-pocket costs for such items.
- 4.9. Except as otherwise provided herein, the Fiscal Agent, on behalf of the North East ISD RDSPD SSA shall provide related services for eligible North East ISD RDSPD SSA students as acceptable to the Fiscal Agent and recommended by a duly constituted ARD/IEP committee.

## **5. Member Districts' General Obligations**

- 5.1. As described in 19 TAC Section 89.61, each member district will be liable for costs associated with its residentially placed students, if any. A duly constituted ARD/IEP committee must have educationally placed students at a residential facility.



- 5.2. Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the North East ISD RDSPD SSA operations.
- 5.3. A member district may withdraw from the North East ISD RDSPD SSA by providing written notice to the Fiscal Agent no later than January 1 of the current fiscal year. Upon receipt, the Fiscal Agent shall submit the written notice of intent to withdraw to the Texas Education Agency (TEA) prior to February 1, as required. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective June 30 of the same fiscal year. The withdrawing member district shall return to the North East ISD RDSPD SSA any supplies, equipment, or fixtures in its possession that were purchased with the SSA's funds prior to or by the effective June 30 withdrawal date. The member districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the SSA's operating fund as of the June 30 withdrawal date set forth above, shall be calculated and the withdrawing member district shall receive a proportionate share of such remaining balance, in full and complete payment for and settlement of any legal and equitable rights and interest, if any, such withdrawing member district may have in the SSA's property or assets. Additionally, a withdrawing member district shall pay all costs and fees related to, resulting from, or associated with its withdrawal, including but not limited to, non-renewals, legal costs, insurance or any other expenses or obligations. A member district who complies with this notice provision shall be entitled to retain possession of any equipment, basic texts, and supplies furnished under this agreement except as provided in Section 2.3 herein. Failure to comply with said notice requirements will result in member district's forfeiture of equipment, basis texts, and supplies to which it would otherwise be entitled under this paragraph.

Each member district is ultimately responsible for the education of all students identified as deaf or hard-of-hearing residing within its district boundaries, whether the provision of services is in the local program, the North East ISD RDSPD, or other placements. Each individual student's ARD/ IEP committee determines the application of specially designed instruction, supports, and services. Such responsibility may include the provision of any related services as determined by the ARD/IEP committee. The North East ISD RDSPD SSA will provide the following services for students served at the cluster sites:

- 5.3.1. Instruction with a certified Deaf Educator in settings across the continuum of services
- 5.3.2. Interpreter Services
- 5.3.3. Audiological Services
- 5.3.4. Speech Therapy

- 5.4. Each member district is responsible for diagnostic and evaluation services for non-cluster site students.
- 5.5. Each member district agrees to adhere to the procedures described in the SSA Administrative Guidelines regarding PEIMS reporting, reporting of student performance, and implementation of the RDSPD SSA Administrative Guidelines.
- 5.6. Nothing in this agreement shall preclude a member district from providing instructional services to its resident eligible students identified as deaf or hard-of-hearing in a local special education program operated by the member district.
- 5.7. Students from school districts, other than those member districts who are parties to this agreement, may be considered for services or placement upon written request to the North East ISD RDSPD SSA Management Board. Such services will be provided only upon majority vote of the Management Board members.
- 5.7.1. Placements will be requested and approved or denied on an annual basis by the majority vote of the Management Board. If services are approved, the requesting school district shall agree to: (1) adhere to the policies and procedures of the current SSA; (2) provide transportation for the student;

and (3) pay, by February 1 of the current school year, any per pupil charge currently agreed upon the Management Board for any student the requesting district sends to the Management Board.

5.7.2. The Fiscal Agent shall bill costs for services to the school district requesting RDSPD services in writing (invoice) by April 1 of the current fiscal year. Failure to pay these charges will result in the student being withdrawn from the cluster site to enroll with the sending school district. Such school district will be solely responsible for providing education services to that student.

## **6. Fiscal Practices**

- 6.1. The North East RDSPD SSA operates on a budget reviewed by the Management Board. The special education director of each member district shall ensure that the respective share to be contributed to the North East ISD RDSPD SSA shall be included in the budget adopted by the member district's respective board of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.
- 6.2. Member districts acknowledge that Federal and State funds reserved for Special Education Deaf Services flow directly to the Fiscal Agent from TEA. Administrative costs, including but not limited to: all costs and salaries related to RDSPD staff as well as contracts with outside service providers, including but not limited to interpreters and consultants. Any unexpected and unplanned costs incurred by the North East ISD RDSPD SSA over and above the amount of State Deaf and/or Federal funds shall be divided among member districts based upon the number of students enrolled in the RDSPD on December 1. Students enrolled after this date will be assessed fifty percent (50%) of the annual tuition fee for the remainder of the school year, as set forth in the SSA Administrative Guidelines document.
- 6.3. Member districts will be charged tuition for each student attending the North East ISD RDSPD. The tuition rate will be set and approved by the Management Board. The Management Board will publish tuition charges.
- 6.4. Member districts will be notified in writing by June 1 of the fiscal year regarding the unexpected and unplanned costs to be charged back to member districts and what the maximum total of their shared costs are estimated to be.
- 6.5. A member district shall not be responsible for any costs associated with the North East ISD RDSPD SSA unless such member district has a student receiving services from the North East ISD RDSPD SSA.
- 6.6. Member districts agree that upon receipt of the invoice, all payments are due to the Fiscal Agent within thirty (30) calendar days.
- 6.7. Member districts shall notify the Fiscal Agent in writing of intent to participate and commit projected per pupil share by January 1 preceding the school year during which RDSPD services are anticipated.
- 6.8. Each member district shall provide the Fiscal Agent with a written projected student count by February 1 of each year.
- 6.9. The North East ISD RDSPD SSA accounts will be audited annually by the independent auditor for the Fiscal Agent.

## **7. Dissolution**

- 7.1. Dissolution of this Agreement shall require the affirmative vote of a majority of the member districts. Upon dissolution, the SSA funds and any other remaining assets, after any charges and liabilities, will be divided among the member districts prorated in the same manner as administrative costs. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines shall apply.

7.2. Agreements pertaining to purchase of real property shall supersede any provisions herein.

## **8. Diagnostic and Evaluation Services**

8.1. Each member district shall be responsible for making initial special education referrals and completing evaluations to determine eligibility and making educational placement decisions for special education as a student identified as deaf or hard-of-hearing, in accordance with applicable State and Federal laws.

8.2. Each member district shall be responsible for initial evaluations of any student residing in such member district for the purpose of determining eligibility for special education services, including eligibility as a student identified as deaf or hard-of-hearing.

8.3. Member district duly constituted ARD/IEP committees conducting admission and annual reviews for students identified as deaf or hard-of-hearing considered for or participating in the North East ISD RDSPD SSA shall include a representative from the North East ISD RDSPD, who shall provide input on any issues related to the student's ARD/IEP, to include whether the student needs the particular instruction and services provided by the North East ISD RDSPD.

8.4. The Fiscal Agent, on behalf of the North East ISD RDSPD SSA, shall provide any diagnostic evaluation, other than initial evaluations, for each student eligible for and participating in the RDSPD program.

## **9. Transportation**

9.1. Each member district shall be responsible for providing or contracting transportation of each eligible student to each facility providing services for the student.

## **10. Legal Responsibilities**

10.1. The member district where in the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE)

10.2. The member district wherein the student resides is responsible for legal costs, court costs and attorney fees, resulting from litigation directly involving that student, including but not limited to a special education and/or Section 504 due process hearing.

10.3. If a RDSPD operated program is involved in a legal action not directly involving any particular student or students, related costs shall be allocated among the member districts based upon an equal split. The Fiscal Agent shall select the counsel to represent the program in defense of the legal action.

10.4. Each member district shall be responsible for its own legal fees incurred due to complaints, grievances, or litigation arising from an employee or independent contractor with whom the district has a contract or with whom the district has an employment relationship.

10.5. If the North East ISD RDSPD SSA or the Fiscal Agent is a named party in a Due Process Hearing or lawsuit filed in Federal or State Court involving a student being served as contemplated by this Agreement, the member district wherein the student resides remains responsible for legal costs, court costs and attorney's fees resulting from litigation directly involving such students including reimbursement to the North East ISD RDSPD SSA or the Fiscal Agent for any legal costs incurred by the RDSPD SSA.

10.6. The legal responsibility stated herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of this Agreement.

- 10.7. The member districts of this Shared Services Arrangement agree to negotiate in good faith in an effort to resolve any dispute related to the Agreement that may arise between two or more member districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, the parties in the dispute who shall share the cost of mediation services based upon an equal split shall choose a mutually acceptable mediator. Mediation is a voluntary dispute resolution process in which the parties in the dispute meet with an impartial person, called a mediator, whose function is to assist the parties in resolving the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties in the dispute must agree before any settlement is binding.

## **11. Risk of Loss**

- 11.1. Except as otherwise provided herein, each member district shall bear its own risk of loss. A loss includes but is not limited to damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.
- 11.2. Each member district will insure owned or leased vehicles, used in the transportation of students with disabilities, for the statutory maximum limits of school district liability for motor vehicle accidents.
- 11.3. Nothing in Section 11.0 herein shall construe, or be seen by any third-party as construing, a waiver of any immunity or other legal defense available to member districts under either State or Federal law.

## **12. The Agreement**

- 12.1. This Agreement will be automatically renewed by each member district annually unless notification of withdrawal is given by a member district in connection with the applicable provisions elsewhere in this Agreement, the program is terminated by a majority of the member districts, or the program is otherwise terminated by action of the Texas Education Agency.
- 12.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the North East ISD RDSPD SSA.
- 12.3. This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 12.4. The laws of the State of Texas govern this Agreement.
- 12.5. If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The member districts agree that all remaining provisions of this Agreement will remain in effect.
- 12.6. Citations of and references to any specific Federal or State statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 12.7. The effectiveness of this Agreement is conditioned upon the approval of the Commissioner of Education for the State of Texas, pursuant to Education Code Section 29.007.
- 12.8. It is understood and agreed that this Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.9. It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

The Administrative Guidelines  
For the Shared Services Agreement  
NEISD Regional Day School Program for the Deaf

The administrative guidelines communicate information about the NEISD Regional Day School Program for the Deaf. These guidelines accompany the Shared Services Arrangement Agreement (SSA) and are 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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## Member District Special Education Department Acknowledgement

North East Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Alamo Heights Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Comal Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Judson Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Marion Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

New Braunfels Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Seguin Independent School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

Schertz Cibolo/Universal City Independent School  
District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Executive Director for Special Education

### 1. Intent of the Shared Services Agreement

The NEISD Regional Day School Program for the Deaf (NEISD RDSPD) provides a quality educational program for students who identified as Deaf or Hard-of-Hearing. Implementation of Regional Day School programming occurs in an educational environment promoting academic, communication and emotional growth across the continuum of special education supports and services.

Placement decisions for each student occur through the ARD/IEP Committee to determine the range of instructional arrangement(s) required to address the IEP goals and objectives. The ARD/IEP Committee considers each student's unique communication needs, access to enrolled grade level academic curriculum and social communicative interactions.

### 2. SSA Management Board

The SSA management board shall be comprised of the local education agency director of special education (or designee) for each participating member district and a representative from the fiscal agent. For the decision-making process, one representative from the fiscal agent and one representative of each member district may cast a vote. Management board members maintain the responsibility of keeping their respective member district superintendents and school boards advised of RDSPD management board actions.

The SSA requires the management board to meet at least once annually. The board convenes more often, if necessary, for collaboration among the SSA districts and the NEISD RDSPD.

As a primary responsibility, the management board reviews policy pertaining to funding, membership, programming, operations, projected enrollments, and long and short-term needs of the RDSPD and the SSA.

- A. The NEISD RDSPD program coordinator will be responsible for organizing meetings at mutually agreeable times for management board members.
- B. The NEISD RDSPD program coordinator will be responsible for gathering agenda items, taking minutes of the meetings, and disseminating minutes after each meeting. Maintenance of official meeting minutes occurs through the fiscal agent.

Agenda items considered at the annual management board meeting:

- A. Review of current budget and projection for the next year's budget.
- B. Census information collected in the PEIMS Snapshot (*final Friday of October*) count of RDSPD eligible students used to calculate state and federal funds.
- C. Per-pupil tuition rates with an explanation of how the charges are calculated.
- D. Staffing and or equipment needs affecting the per pupil charge for the current or upcoming fiscal year.
- E. Changes in participation for the upcoming year by the fiscal agent and/or any of the member districts to comply with dates required by TEA of such notification of changes.
- F. Consideration of requests for services from any non-member district from the NEISD RDSPD; vote and decision of the management board regarding any such requests.

### **3. Revision of these *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 take precedence in the event of any discrepancy that develops.

If the management board or fiscal agent deems it advisable to alter the contents of this document, utilization of the following procedures ensues:

- A. The management board member or fiscal agent representative provides proposed changes, for discussion to the management board members at the next scheduled meeting.
- B. If there is not a scheduled meeting, the person suggesting the changes may request a meeting of the management board through the fiscal agent.
- C. Changes to this document require acceptance by a majority vote in favor of the change(s) by the management board.
- D. In most circumstances, the revision will become the "current" document in the next fiscal year.
- E. The board may accept a revised document for immediate implementation with a unanimous vote.
- F. Once accepted, the management board members receive a final revised document.

### **4. RDSPD Communication Philosophy**

The NEISD Region Day School Program for the Deaf acknowledges that students identified as deaf or hard-of-hearing belong to a group culturally and linguistically diverse. TEC§29.302a states that educational programs

should recognize the auditory impairment (*IDEA eligibility*), assure that students receive access to 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 to respect each student's unique communication mode, used and developed as a part of the individualized education program.

The design of the communication philosophy of the NEISD RDSPD enables each student identified as deaf or hard-of-hearing to:

- A. develop communication for global use at school, home, and the community.
- B. obtain literacy in the English language.
- C. receive appropriate access to the general education curriculum.
- D. maintain awareness of various communication modes used throughout the deaf community.

Programmatic commitments provide for early identification of children whose hearing loss will seriously influence 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 to which their child finds exposure during the early stages of language development. While parent choice is an important factor, it is not determinative, as all available information reflecting the student's primary method used in the educational setting must also be considered. The program supports a variety of communication options using a total communication or comprehensive approach. Total communication, defined by this RDSPD, includes speech, amplification, assistive technology, pictures, sign language, gestures and written language. For most students participating in a total communication environment, instruction during the English language arts block supports English structure in order to facilitate literacy skills. Instruction in content areas combines the student's preferred mode of communication and English needs of each student. The program refers to data reported in the communication assessment (Eligibility Part C) and the student's current expressive mode of communication alongside sheltered instructional approaches to develop literacy and English skills.

## **5. Shared Services Arrangement**

The Shared Services Arrangement, or cluster sites for this RDSPD are located within the attendance area of NEISD. Determination of campuses selected for the cluster sites resides with NEISD Department of Special Education.

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, identify an appropriate site location, and provide the information to the management board. When new cluster sites open, the management board considers determinations concerning transition for students.

Considerations for proximity to a student's sending district review the following factors:

- A. ARD committee recommendations recorded in the IEP
- B. IEPs for students that can be implemented within the home district become ineligible as referrals to out-of-district placement in the RDSPD.
- C. The effects considered by the time and distance required for transportation between the home district and the RDSPD cluster site.

## **6. ARD Committee Meetings and Placement Decision Process**

- a. ARD committee meeting procedures and student records
  - i. The NEISD RDSPD SSA conforms to the procedures outlined in the *State Board of Education and Commissioner's Rules and Regulations for Providing Special Education Services*.
  - ii. Annual ARD / IEP committee meetings take place at the campus where the student is attending RDSPD.
  - iii. When considering initial placement, transfer, dismissal, and/or three-year reevaluation, the ARD / IEP committee includes at least one person from the Fiscal Agent/RDSPD staff and a representative from the home district.



- iv. Each local district insures filing of the official record for required documentation of district enrollment and eligibility for services data.
  - v. Member districts shall support the RDSPD personnel in obtaining data when reports are due. When the state requires verification of student eligibility, the fiscal agent refers to files maintained at each student's home district.
  - vi. Each home district maintains audit files on the RDSPD students that reside within their district boundaries. The cluster site RDSPD campus personnel collaborate with the home district by providing copies of ARD meetings or assessment reports completed in the RDSPD cluster site to the home district, to maintain in the audit files. The fiscal agent campus provides Progress Reports and Grades to the home campus no less than quarterly.
- b. Transfer Procedures
- i. The student's home district staff arrange for a new student's initial ARD committee meeting to determine eligibility and consider placement options. When discussion includes consideration for placement in the RDSPD cluster site, the NEISD RDSPD program coordinator (or designated representative) becomes a required member of the ARD committee.
  - ii. RDSPD placement consideration includes:
    - 1. Responsibility for the home district to verify and/or confirm previous placement.
    - 2. Verification of records indicating the eligibility of the student with a disability who received special education services in a program for students identified as deaf or hard-of-hearing in the previous school district.
      - a. When a child transfers from out of state or has not attended a program for students identified as deaf or hard-of-hearing, initial placement requires verification data from the previous district.
      - b. In rare cases, temporary placement considerations occur through information provided by the parents and the current IEP.
      - c. Committee consideration of documentation from previous ARD committee meetings to verify if the child continues eligibility for services from the RDSPD.
  - iii. If recommending placement in the RDSPD cluster site program, the NEISD RDSPD coordinator (or representative) assists in arranging an ARD committee meeting at the receiving cluster site school, to consider IEP development and requests for additional evaluation. The RDSPD district representative who attended the ARD in the home district should also attend the ARD at the cluster site campus.
  - iv. If eligibility data is not complete, temporary placement in the RDSPD occurs during the confirmation of data. A thirty (30) school day limit applies to temporary placement. The NEISD RDSPD professional staff assists districts in obtaining complete eligibility placement and IEP information from the student's previous school district. RDSPD cluster site staff complete any educational assessments and IEP implementation discussed at the temporary ARD committee meeting.
  - v. Within 30 school days from a temporary placement, schedule a permanent placement ARD to discuss the continuation of services, assessment data, placement alternatives or other relevant recommendations. The duly constituted committee includes a representative from the home district alongside RDSPD cluster site representatives. The RDSPD representative coordinates with the sending district to schedule this meeting.

## **7. Funding Cost – Member District Funding Responsibilities**

- a. Per pupil charges to member district
  - i. Member districts pay a per pupil charge for RDSPD program costs greater than those funded by annual state and federal funding allocations. Such charges, recommended by the NEISD RDSPD program coordinator require approval by a majority vote of the management board before the end of the current fiscal year. Formal considerations, approvals and budget projections occur after February 1 of the current year.

- ii. A change in SSA participation requires notification to the management board and the Texas Education Agency. In order to offset the per pupil tuition costs associated with the RDSPD, SSA member districts shall retain the Average Daily Attendance (ADA) funds generated by RDSPD students enrolled in their districts. A majority vote of the management board determines the use of ADA allocations, tuition assessments, and flow-through funds.
  - iii. Billing (invoice) for per pupil charges for eligible RDSPD students occurs between October 31 and November 15 of each fiscal year. Billing for students moving into the RDSPD program after the invoice date and before December 31 occurs by January 15. Billing for new students, registered after January 1 occurs within 30 days of enrollment.
  - iv. The SSA requires remittance of any funds assessed under the NEISD RDSPD policies within ninety (90) calendar days of receiving a statement from the fiscal agent. Remittance within 30 calendar days assists optimal functioning of programs and services.
  - v. The management board determines how districts will contribute toward the unfunded costs for any students moving into a member district and eligible for RDSPD programs and services. The RDSPD program coordinator makes recommendations to the management board as to the procedures for processing charges depending upon the direct impact on staff or equipment in the RDSPD the new student(s) create. The decision to activate the calculation process and formula application requires a majority vote of the management board.
- b. The RDSPD budget development:
- i. Comprehensive budgets developed to meet the operational and IEP requirements of students receiving RDSPD cluster site services.
  - ii. To determine tuition, reflection of staffing, materials, and other costs are included the overall budget. The equation includes application of state and federal funding allocations against the operating cost of the cluster site.
  - iii. Any budgetary shortfall results in an evenly divided distribution in billing among the students receiving direct services from the RDSPD.
- c. The percentage of the per pupil tuition will be calculated as follows:
- i. Students entering the program on or before December 31: charged 100% of the tuition rate.
  - ii. Students entering the program between January 1 and March 31: charged 50% of the tuition rate.
  - iii. Students entering the program after April 1: charged appropriated daily rate tuition.
  - iv. If not available in the current inventory, charges for the cost to purchase the student's classroom amplification device become the home district responsibility.
- d. Projected student enrollment informs budget, staffing, and programming needs. Districts will not have funds returned to them for students leaving the district after the October PEIMS snapshot date.
- i. The RDSPD program coordinator's recommendation and a vote by the management board determines how to address special situations. *For example, if one member district has two (2) students withdraw after Dec. 1 and enrolls one (1) student in February of the same fiscal year, the board may decide to waive the assessment of additional tuition for the new student.*
  - ii. A majority vote reflects the board's final decision. Minutes of that meeting report the decision.
  - iii. Participation in such meetings may occur through a phone conference, when there is only a single agenda item regarding assessments for new students.
  - iv. If a student leaves the program before October 31, the member district will be responsible for 25% of the annual tuition rate.
- e. Related Services and amplification systems are part of the tuition structure.
- i. Provision of related services to RDSPD students occur when the IEP specifies the expected length/duration of the needed services.

- ii. FM listening devices and classroom amplification systems provided by the fiscal agent for all students attending the RDSPD cluster site campuses. *(Note 7.C.d above)*
- iii. As per each student's IEP, interpreting services provided by certified interpreters assure that RDSPD students have access to instruction by qualified related service personnel. In some instances, needs arise for interpreting services not included a student's IEP. Requests for afterhours interpreting services at cluster site campuses follow district procedures:
  - 1. Interpreter services for educational needs, such as, tutoring, make-up testing, assessments by the department of special education, or discipline meetings with building administrators are considered as part of the RDSPD program
  - 2. Services with the RDSPD included interpreter services for parents who have auditory impairments when services are related to RDSPD activities, such as, ARD meetings, RDSPD sponsored parent meetings, and discipline meetings with administrators for their RDSPD students.
  - 3. Billing to member districts occurs for interpreter services for parents attending non-RDSPD sponsored events such as PTA meetings, school speakers, festivals, etc. Parents must provide notice at least 24 hours prior to an event if they plan to attend non-RDSPD events at their child's cluster campus, in order to have interpreter services in place.

## **8. Certification Requirements**

Instructional staff, certified through the Texas State Board of Educator Certification (SBEC), teach students identified as deaf or hard-of-hearing. In adherence to 19 TAC §89.1131, provision of interpreting services for students identified as deaf or hard-of-hearing by an interpreter who is either a certified member of or certified by the Registry of Interpreters for the Deaf (RID) or the Texas Board for Evaluation of Interpreters (BEI) at the Department of Assistive and Rehabilitative Services, Office for Deaf and Hard of Hearing Services (DARS-DHHS). Instructional assistants with a specialty in sign language meet the requirements specified in the NEISD job description. Applicants pass a sign language test for both expressive and receptive sign language prior to employment.

## **9. Staff Selection and Employment**

North East Independent School district employs all NEISD RDSPD personnel. Hiring procedures follow the application process established by the NEISD human resources department. Individuals hired to serve students in the RDSPD program transfer among cluster sites to meet the needs of the students in the program. Staff assignments occur collaboratively among district and campus administration.

## **10. Personnel Evaluations**

The evaluation of RDSPD personnel shall be the responsibility of NEISD campus administration. Interpreters should have an observational evaluation of their skills and adherence to the code of ethical standards by a qualified professional. Standard procedure provides observational evaluations to campus administration for inclusion in the evaluation of the personnel employed by the RDSPD. Assignment of itinerant teachers' professional evaluations fall to the district special education office, administered by appropriately certified personnel. Observations and input by the RDSPD program coordinator and/or instructional specialist may be included in the staff evaluations.

## **11. Curriculum and Support Services**

All students in the NEISD RDSPD follow the curriculum adopted by the State of Texas (Texas Essential Knowledge and Skills – TEKS). ARD committees determine modifications to the TEKS or accommodations for individual students.

RDSPD program offers opportunities for all students as a part of the general education environment to the greatest extent possible and as indicated in the IEP. This includes potential placement in a general education classroom, a co-teach classroom with a special education teacher as the co-teacher, paraprofessional support, and/or special education classes specific to the needs of the student identified as deaf or hard-of-hearing. Students receive access to enrolled grade-level TEKS based on the IEP.

The RDSPD offers all IEP driven services, including the provision of related services through a speech pathologist, an audiologist, other specialist in the field of educating students identified as deaf or hard-of-hearing. Students benefit from specialists in the general education core curriculum areas. Students in the RDSPD have access to all specialists and services provided to NEISD students.

If a student requires homebound services, the home district assumes responsibility for the provision of these services.

## **12. Professional Development**

All RDSPD staff engage in an ongoing process of professional development and training including, but not be limited to, workshops, conferences, outside consultants and internal training programs. District expectations indicate that all staff members engage in professional development and program improvement activities that are results-oriented and data-driven. RDSPD staff attend and participate in any NEISD staff development that is appropriate for their position.

The RDSPD program coordinator and instructional specialist provide opportunities for general education staff to receive special training or information important for those teaching students identified as deaf or hard-of-hearing.

## **13. Transportation**

Member districts sending students to a NEISD RDSPD campus retain responsibility for transportation from the home district to the RDSPD campus. Member districts retain responsibility for delivering students to the cluster site at times consistent with the daily arrival and departure times for all students.

The member district addresses transportation needs of students, attending an RDSPD campus, involved in extracurricular activities and/or field trips that end after normal school hours to ensure a free and appropriate public education (FAPE).

Member districts retain responsibility for discipline issues on a member district bus, with cooperation from the RDSPD campus administration, should the behavioral concern start or end at the cluster site. Behavior problems on a home district bus that happen while the bus is between the home district and the RDSPD campus are reported to the home district's administration, following the procedures outlined in the home district's transportation guidelines.

Students attending NEISD RDSPD utilize NEISD transportation to school activities within the school day (such as field trips, athletics, or community-based instruction).

## **14. Parent Support and Involvement**

Achievement of student success necessitates the family, student, RDSPD and general education staff work as a collaborative team. The NEISD RDSPD recognizes and values input and involvement of each student's parents. The RDSPD staff commits to communicating with parents on a regular basis.

## **15. Requests for Services from Non-member Districts**

- a. The RDSPD program coordinator receives inquiries into participation in the RDSPD cluster site Shared Services Agreement. The program coordinator collaborates with the non-member district to assess the type and level of service requested. The arrangement to present the request to the management board for discussion and approval occurs. Handling of requests in a timely manner benefit students in need of services.
- b. Generally, if a district does not have an affiliation with any RDSPD in the area, efforts prioritize in providing services for the student.
  - i. The home district retains responsibility for providing transportation and adhering to all provisions concerning per pupil costs.
  - ii. If the management board gives approval, then the sending district director of special education reviews the SSA *Administrative Guidelines* and submits the original, signed Participant Agreement to the RDSPD program coordinator.
  - iii. Non-member districts provide annual presentation of requests for renewal and approval. If the home district requires services beyond a second year, the board advises the district to join the SSA.
- c. If the location of the home district would result in an inappropriate commute for the student, the NEISD RDSPD program coordinator or management board members may suggest a RDSPD that is geographically closer and assist, if requested, in contacting the nearest RDSPD to discuss services needed.
- d. If an attending student has discipline issues requiring alternative school placement that would require the RDSPD to allocate additional resources to support the student's educational needs, the ARD committee considers and determines if the student remains in this RDSPD or returns to their home district for educational services.

## **16. Grievances** follow the NEISD district grievance policies.

- a. Employee grievances concerning the RDSPD begin as discussions with the staff member's immediate supervisor.
- b. Parent concerns about their child's program begin by addressing the campus administration.
  - i. If the concern cannot be resolved at the campus level, the principal contacts the RDSPD program coordinator.
  - ii. The NEISD RDSPD program coordinator contacts the NEISD director of special education and the home district director of special education to participate in the discussion to resolve the grievance.
  - iii. The home district ultimately retains responsibility for the education plan and services for each student.

## **17. Reporting and Accountability**

- a. It is the intent of the RDSPD that state accountability and attendance-related funds remain in the SSA member districts. All students receiving direct services from a certified teacher for students with auditory impairments for a minimum of 45 minutes per week are considered "enrolled" in the RDSPD for census purposes at a cluster site and reside in SSA member districts are reported by the RDSPD as "enrolled, but not in attendance."
- b. PEIMS Coding
  - i. District Reporting
    1. All member districts submit a 011 report indicating that they are a member of an RDSPD Shared Service Arrangement (Type Code 10).
    2. NEISD identified as the fiscal agent (District # 015910).
  - ii. Student Data Records

1. The disability code "03 – Auditory Impaired" must be posted as the primary, secondary, or tertiary handicapping condition.
  2. Students receiving direct itinerant services of a minimum of 45 minutes per week should be coded as "1" as enrolled in a RDSPD less than 50% of the time on the PEIMS 163 Student Report.
    - a. This coding only indicates provision of services by the RDSPD.
    - b. This coding is a census indicator and does not impact the generation of average daily attendance (ADA) or other district funding sources.
- c. Attendance Reporting
- i. NEISD special education staff will contact the designee at the member district campus to report the student's daily attendance.
  - ii. Contact occurs at least once weekly, by phone, fax, email, or electronic transmission, with the final report occurring no later than noon each Friday. The student's home campus reports attendance in PEIMS.
  - iii. Each member district retains all ADA funds generated by the students served in the RDSPD.
- d. Coordination and Communication
- i. Only one district reports PEIMS on an RDSPD student. Direct all questions regarding report submission and attendance reporting procedures to the NEISD RDSPD program coordinator.
  - ii. Prior to the statewide PEIMS "snapshot" date, the fiscal agent and each member district produce a list of the students served in their home district and receive a minimum of 45 minutes of weekly direct services. Member districts retain responsibility for coordination with their PEIMS administrator to assure proper coding for these students.
  - iii. Member districts report accountability related information and follow current TEA procedures.
  - iv. Member districts and fiscal agent maintain responsibility for informing each other when one of the RDSPD students moves out of one member district and into another member district, or to a district outside of the RDSPD membership. Code withdrawal dates accurately.

## 18. State Assessment

Results of the state mandated assessment remain with the home district. The home district retains responsibility for ordering, submitting, and reporting the results of the state mandated assessment. NEISD coordinates with the home district to obtain and return the assessment documents for each student within the specified timeframe. Statewide assessment administration ensues at the RDSPD cluster site where the student attends. The North East Independent School District retains responsibility to ensure that all staff who administer the test receive appropriate training. NEISD provides the home district copies of the test administrators' signed oaths alongside the students' tests.

## 19. Special Education Language Acquisition (SELA)

Results of the state mandated assessment remain with the home district. The home district retains responsibility for submitting and reporting the results of the state mandated language assessment, SELA. NEISD coordinates with the home district to obtain and return the assessment documents for each student within the specified timeframe. SELA administration ensues at the RDSPD cluster site where the student attends. The North East Independent School District retains responsibility to ensure that all staff who administer the test receive appropriate training. NEISD will provide the home district copies of the student(s) SELA assessment data.



# Students Identified as Deaf or Hard-of-Hearing Summary of Supports and Services

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### 1. Legal Impetus

- A. ***Individuals with Disabilities Education Improvement Act, Section 300.8(c)(3)*** (3) Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a child's educational performance.
- B. ***TAC Section 89.1080. Regional Day School Program for the Deaf.*** In accordance with the Texas Education Code (TEC), §§30.081-30.087, local school districts shall have access to regional day school programs for the deaf operated by school districts at sites previously established by the State Board of Education (SBOE). Any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Regional Day School Program for the Deaf, subject to the admission, review, and dismissal (ARD) committee recommendations. Source Note: The provisions of this §89.1080 adopted to be effective September 1, 1996, 21 TexReg 7240.
  - a. The Texas State Plan for students identified as Deaf or Hard-of-Hearing (State DHH Plan), developed with the assistance of the State DHH Plan Advisory Committee, provides resources for identifying needs, setting priorities, and guiding the development and provision of services for students identified as deaf or hard-of-hearing.
  - b. The State DHH Plan contains measurable indicators consistent with prioritized results and aligned with Texas Education Code (TEC) § 30.083.
  - c. The State DHH Plan aligns with the Texas Performance Plan (SPP)/Annual Performance Report (APR).
  - d. TEC § 30.083 requires the Texas Education Agency (TEA) to develop a comprehensive statewide plan for educational services for students identified as deaf or hard-of-hearing.



## 2. Regional Day School Program for the Deaf (RDSPD) Principles

- A. Services and Support through the RDSPD offer students the ability to participate in the full continuum of special education services and progress in the general curriculum, while recognizing the need for language and communication access.
- B. Students identified as deaf or hard-of-hearing require considerations of communication modes that meet their individual needs and any information or data reflecting how the student has most effectively learned or communicated in the educational setting.
  - a. Communication assessments ascertain the potential for communication through a variety of means, including, but not limited to, oral or aural, fingerspelling or sign language.
  - b. Evaluations include discussions with families about preferences for communication that match the student's abilities and needs for support as supported by data or information available about the student's actual methods used, and their effectiveness, in an educational setting.

## 3. Student Eligibility for RDSPD Supports and Services

- A. *Auditory Impairment.* TAC 89.1040(c)(3) A student with an auditory impairment is one who has been determined to meet the criteria for deafness as stated in 34 CFR, §300.8(c)(3), or for hearing impairment as stated in 34 CFR, §300.8(c)(5). The evaluation data reviewed by the multidisciplinary team in connection with the determination of a student's eligibility based on an auditory impairment must include an otological examination performed by an otolaryngologist or by a licensed medical doctor, with documentation that an otolaryngologist is not reasonably available, and an audiological evaluation performed by a licensed audiologist. The evaluation data must include a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with or without recommended amplification.
- B. *Deaf blindness.* (TAC 89.1040(c)(2)): A student with deaf-blindness is one who has been determined to meet the criteria for deaf-blindness as stated in 34 CFR, §300.8(c)(2). In meeting the criteria stated in 34 CFR, §300.8(c)(2), a student with deaf blindness is one who, based on the evaluations specified in subsections (c)(3) and (c)(12) of this section:
  - a. meets the eligibility criteria for auditory impairment specified in subsection (c)(3) of this section and visual impairment specified in subsection (c)(12) of this section;
  - b. meets the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, but a speech/language therapist, a certified speech and language therapist, or a licensed speech language pathologist indicates there is no speech at an age when speech would normally be expected;
  - c. has documented hearing and visual losses that, if considered individually, may not meet the requirements for auditory impairment or visual impairment, but the combination of such losses adversely affects the student's educational performance; or
  - d. has a documented medical diagnosis of a progressive medical condition that will result in concomitant hearing and visual losses that, without special education intervention, will adversely affect the student's educational performance.
- C. Full and Individual Evaluation (FIE)
  - a. Otological examination provides diagnostic professional documentation of a hearing loss that interferes with the processing of linguistic information.

- b. Audiological evaluation represents the presence of an auditory impairment at a significant level that adversely affects educational participation and performance.
- c. Communication and educational evaluations document that the hearing loss adversely affects a child's response to instructional opportunities to the extent that the student requires specially designed instruction to address:
  - i. Functional skills and communication
  - ii. Developmental processing and skills, such as, self-advocacy and social skills
  - iii. Academic progress

**NOTE:** A bilateral moderate, severe, or profound loss is ***not*** a single standard for eligibility. Students with mild and/or unilateral hearing loss may become eligible when educational performance, functional communication skills, developmental processing, and skills, and/or academic progress indicate the requirement for specially designed instruction.

#### 4. The Individualized Education Program (IEP)

- A. The IEP represents the collaboration among all parties participating in the planning, development and implementation of the special education supports and services specially designed for the individual student.
  - a. The student's campus of origination obtains data meeting eligibility requirements (Part A: Otological; Part B: Audiological; Part C: Communication Assessment including functional implications of the documented hearing loss)
  - b. The student's campus of origination completes the Full and Individual Evaluation (FIE)
  - c. Documented evidence of the need for specially designed instruction
  - d. Documented evidence demonstrating that the hearing loss interferes with the processing of auditory language.
- B. The student's campus of origination invites appropriate individuals to the initial Admission, Review and Dismissal Committee (ARDC) to discuss eligibility, present levels of academic achievement and functional performance (PLAAFP), goals and objectives and determination of placement in the least restrictive environment (LRE).
  - a. The duly constituted ARDC meeting should include the following:
    - i. Consideration for services provided by a teacher certified in deaf/hard-of-hearing includes such teacher.
    - ii. Consideration for initial services located on the RDSPD cluster campus includes representation by the cluster site and a member of the district RDSPD management team.
  - b. Least Restrictive Environment
    - i. Frequency and duration of services inform placement decisions.

- ii. PEIMS coding for RDSPD funding initiates from the IEP schedule including direct instruction by the DHH certified teacher at a rate of 45 or more minutes per week.
- iii. Goals, objectives, required accommodations, need for alternative modes of communication, and frequency of services inform the placement decision.
  - a. Itinerant services provided at the home campus alongside accommodations and access to other special education supports identified in the IEP.
  - b. Assignment to the RDSPD cluster campus for continuous supports focused on students identified as deaf or hard-of-hearing based on supports and services indicated in the IEP.

**NOTE:** When considering students from member districts of the Regional Day School for the Deaf Shared Service Agreement (RDSPD SSA), procedures follow the same patterns with the inclusion of the parameters set forth in the RDSPD SSA and Administrative Guidelines agreed upon by the RDSPD SSA Board. See RDSPD SSA section of this document.

## 5. Curriculum and Instruction

### A. General Educational Opportunities

- a. Academic core curriculum for all students includes reading, English language arts, mathematics, science, and social studies.
- b. Students have access to elective courses, when appropriate.

### B. Special Education Opportunities

- a. Individualized communication systems and accommodations accessing visual supports, sign language, and/or augmentative or alternative communication devices.
- b. Supported instructional and assessment accommodations including but not limited to sign language interpreters, captioning, prompting, and/or cuing.
- c. Specially designed courses for student identified as deaf or hard-of-hearing include but are not limited to communication, social skills, and activities of daily living.
- d. Transition goals in the IEP determine access to work-based learning, community-based vocational instruction, and/or other individualized opportunities.
- e. Collaborative teams for data collection, related service provision, planning, and implementation of the IEP

## **6. Transferring Students from Districts outside of NEISD or the RDSPD SSA Membership**

- A. Consider students transferring to NEISD with a current IEP including services for students eligible as deaf or hard-of-hearing under the same guidelines used for all students enrolling with an IEP in place.
  - a. Transfer meeting
  - b. Document service provision in the IEP and Prior Written Notice
- B. Verify the placement decision by the previous local education agency (LEA)
  - a. Itinerant services at the student's previous home campus
  - b. Placement in a RDSPD cluster site program
    - i. Contact the administration for the LEA placing the student in the RDSPD who contacts the previous RDSPD cluster site administration to complete a transfer agreement.
    - ii. Student enrolls with the new RDSPD cluster site.
- C. Within 14 days, prior to the placement ARD confirm eligibility data.
  - a. Part A: Otological
  - b. Part B: Audiological
  - c. Part C: Communication Assessment
  - d. If any of this data is unavailable, access the campus Licensed Specialist in School Psychology (LSSP) to open a Review of Existing Educational Documentation (REED)
    - i. Request parental consent to communicate with the student's private providers.
    - ii. Offer an audiological assessment conducted by the NEISD audiologist.
    - iii. Offer an otological evaluation provided, without cost to the parent, through the contracted practitioner for Ear, Nose, and Throat (ENT)
    - iv. Obtain consent to complete a communication assessment through NEISD.
- D. Thirty (30) day placement ARD
  - a. Review and/or update evaluation data
  - b. Review and/or update PLAAFP
  - c. Review and/or update goals and objectives
  - d. Confirm IEP and placement determinations.
  - e. Document service provision in the IEP and Prior Written Notice

## **7. Regional Day School for the Deaf, Shared Services Agreement for Cluster Site Placement by Member Districts (RDSPD SSA)**

- A. The IEP represents the collaboration among all parties participating in the planning, development and implementation of the special education supports and services specially designed for the individual student.
  - a. The student's district/campus of origination obtains data meeting eligibility requirements (Part A: Otological; Part B: Audiological; Part C: Communication Assessment including functional implications of the documented hearing loss)
  - b. The student's district/campus of origination completes the Full and Individual Evaluation (FIE)
    - i. Documented evidence of the need for specially designed instruction
    - ii. Documented evidence demonstrating that the hearing loss interferes with the processing of auditory language
    - iii. Develop proposed considerations for goals, objectives and placement
- B. The student's district/campus of origination invites representatives from the fiscal agent of the RDSPD SSA to a staffing to review evaluation data and IEP progress informing all members preparing to make recommendations for placement.
- C. The student's district/campus of origination invites appropriate individuals to the Admission, Review and Dismissal Committee (ARDC) to discuss eligibility, present levels of academic achievement and functional performance (PLAAFP), goals and objectives and determination of placement in the least restrictive environment (LRE).
  - a. The duly constituted ARDC meeting
    - i. Consideration for services provided by a teacher certified in deaf/hard-of-hearing includes such teacher
    - ii. Consideration for initial services located on the RDSPD cluster campus includes representation by the cluster site and a member of the district RDSPD management team
  - iii. Least Restrictive Environment
    - 1. Frequency and duration of services inform placement decisions
    - 2. PEIMS coding for RDSPD funding triggers from the IEP schedule including direct instruction by the DHH certified teacher at a rate of 45 or more minutes per week
    - 3. Goals, objectives, required accommodations, need for alternative modes of communication, and frequency of services inform the placement decision
      - a. Itinerant services provided at the home campus alongside accommodations and access to other special education supports identified in the IEP
      - b. Assignment to the RDSPD cluster campus for continuous supports focused on students identified as deaf or hard-of-hearing based on supports and services indicated in the IEP

- D. When the ARDC, including both the member district and the fiscal agent, determine placement at the RDSPD SSA Cluster Campus
  - a. The student remains enrolled and counted for attendance at the campus of origination and the member district maintains a complete record for the student's educational opportunities
    - i. Provide all required documentation for eligibility to the RDSPD SSA assigned campus
    - ii. Provide all required documentation for enrollment to the RDSPD SSA assigned campus
    - iii. Essential services beyond speech therapy, interpreter services, and audiological services remain the fiscal responsibility of the district/campus of origination
  - b. The student enrolls at the RDSPD SSA assigned campus to receive special education supports and services
    - i. The assigned RDSPD SSA campus provides attendance, grades, and progress reports to the member district as per SSA Administrative Guidelines
    - ii. NEISD District Statewide Testing Coordinator communicates with the district/campus of origination Testing Coordinator to confirm, obtain, and respond concerning statewide testing documents.
    - iii. NEISD RDSPD Administrative Team communicates with the district/campus of origination Designee to confirm, obtain, and respond concerning Special Education Language Acquisition (SELA) documents.

## 8. Student Attendance Accounting Handbook Guide for Coding (Adopted 2019)

### 4.11 Shared Services Arrangements (SSAs), Including Regional Day School Program for the Deaf

*A shared services arrangement (SSA) is an arrangement in which school districts enter into a written contract to jointly operate their special education programs. School districts may also enter into SSAs to establish regional day school programs for the deaf. A student who attends a program operated under an SSA may be reported by the receiving district without the necessity of a legal transfer. **Note:** With the closing of STS, RDSPD SSAs must report students who reside in one district but receive educational services in another district as transfer students.*

*For more information on ADA eligibility codes, see 3.2.1 ADA Eligibility Coding.*

*The matter of which district will report the student should be outlined in the SSA agreement between the member districts. The same district reports the student for **all** TSDS PEIMS reporting. If the RDSPD fiscal agent district reports TSDS PEIMS data for students who reside in another district, the student must be reported on the 40100 record as a transfer student (attribution code 6 – Transfer Student). For these transfer students, the district must also report the campus ID of Residence (data element E0903).*

#### 4.11.1 Regional Day School Programs for the Deaf (RDSPDs)

*Students in an RDSPD must be served a minimum of 45 minutes per week by an RDSPD teacher. All students who receive instructional services through the RDSPD for the minimum time indicated should be reported on the TSDS PEIMS 41163 (Student Data -Special Education) and 42401 (Special Education Attendance Data -Student) records using C067 (Reg-Day-Sch-Prog-Deaf) code 3.*

*The following table shows the ADA eligibility codes to use for students in an RDSPD.*

|   |  |
|---|--|
| <b><i>If a student is enrolled in an RDSPD:</i></b>   | <b><i>then use ADA eligibility code:</i></b>   |
| <i>and is a full-day student (served for at least four hours [240 minutes]) and is a resident of the district submitting TSDS PEIMS data,</i>       | <i>1 -Eligible for Full-Day Attendance.</i>  |
| <i>and is a half-day student (served for at least two hours [120 minutes]) and is a resident of the district submitting TSDS PEIMS data,</i>        | <i>2 -Eligible for Half-Day Attendance.</i>  |
| <i>and is a full-day student (served for at least four hours [240 minutes]) but is a not a resident of the district submitting TSDS PEIMS data,</i> | <i>3 -Eligible for Full-Day Attendance. (Note: This also requires that the student be assigned an attribution code of 6 -Transfer Student on the 40100 record.)</i>  |
| <i>and is a half-day student (served for at least two hours [120 minutes]) but is not a resident of the district submitting TSDS PEIMS data,</i>    | <i>6 -Eligible for Half-Day Attendance. (Note: This also requires that the student be assigned an attribution code of 6 – Transfer Student on the 40100 record.)</i> |

## 9. RDSPD Staff

**NOTE: Instructional supports and supervision ratios delineated in the IEP determine staffing assignments.**

### A. District Program Coordinator for the Regional Day School for the Deaf (RDSPD)

- a. Certified as a teacher for students identified as Deaf or Hard-of-Hearing.
- b. Certified with administrative credentials (Principal)

### B. Certified Teaching Staff

- a. Teachers certified by the State of Texas, Texas Education Agency (TEA), as a teacher for students identified as Deaf or Hard-of-Hearing and general education generalist or content area as required by the specific position.
- b. Teachers providing instruction for students who identified as Deaf or Hard-of-Hearing at the Cluster Sites require, or as itinerant teachers recommend, passing scores on the Texas Assessment of Sign Communication – American Sign Language. (TASC-ASL)

### C. Certified Sign Language Interpreters

- a. Certified by the Board for Evaluation of Interpreters (BEI) through Texas Health and Human Services <https://hhs.texas.gov/book/export/html/18741>
  - i. Required annual renewal with evidence submitted to the program administration
  - ii. Administration submits report to HR for personnel records
- b. Certification by the National Association of the Deaf
  - i. NAD credentials formerly offered by the National Association of the Deaf (NAD) between the early 1990s and late 2002.

- ii. In order to continue to maintain their certification, NAD credentialed interpreters must have had an active certification and registered with RID prior to June 30, 2005. These interpreters are required to comply with all aspects of RID's Certification Maintenance Program, including the completion of professional development.

iii. <https://rid.org/rid-certification-overview/certification-archives/nad-certifications/>

#### D. Paraprofessionals with Sign Language Skills

- a. Meet the district standards through Human Resources to be eligible for hire as a paraprofessional working with students; and
- b. Maintain certification for Deaf Support Specialist (DSS) or have sign language skills, determined by district staff who provide evaluation of the accuracy of the signed communication.

### 10. Professional Collaboration

- A. General and Special Education teachers collaborate concerning instructional planning, implementation and evaluation for each student shared among caseloads.
- B. The NEISD *Critical Components of a Classroom Serving Students identified as Deaf or Hard-of-Hearing* guide organization, implementation, and evaluation of instructional opportunities.
- C. Professional educators document and discuss individual student progress based on IEP objectives and benchmark data no less than quarterly. (Continuous individual student data collection informs monitoring conversations and progress reports.)

### 11. Critical Components of Classrooms Serving Students Identified as Deaf or Hard-of-Hearing

|  |   |
|--|---|
| <b>Physical Structure of the Classroom</b> | <ul style="list-style-type: none"> <li>a. Activity areas are clearly defined for student access.</li> <li>b. Activity areas are organized and labeled for student access.</li> <li>c. Activity areas are defined for use by groups or use for individual access.</li> <li>d. Areas for students to self-regulate behavior or break due to disability related fatigue are designated as safe areas to access as a choice.</li> <li>e. Classroom physical environment provide students independent access to instructional and educational opportunities</li> </ul> |
| <b>Schedules and Work Systems</b>          | <ul style="list-style-type: none"> <li>a. Learning targets are visible, communicated with the student, and routinely referenced for classroom management and access to opportunity to make progress on goals and objectives.</li> <li>b. Student schedules for services and supports through the IEP are individualized.</li> <li>c. Implementation of meaningful, organized, accurate, and accessible schedules and systems.</li> <li>d. Utilization of designated work systems designed for specific students.</li> </ul>                                       |

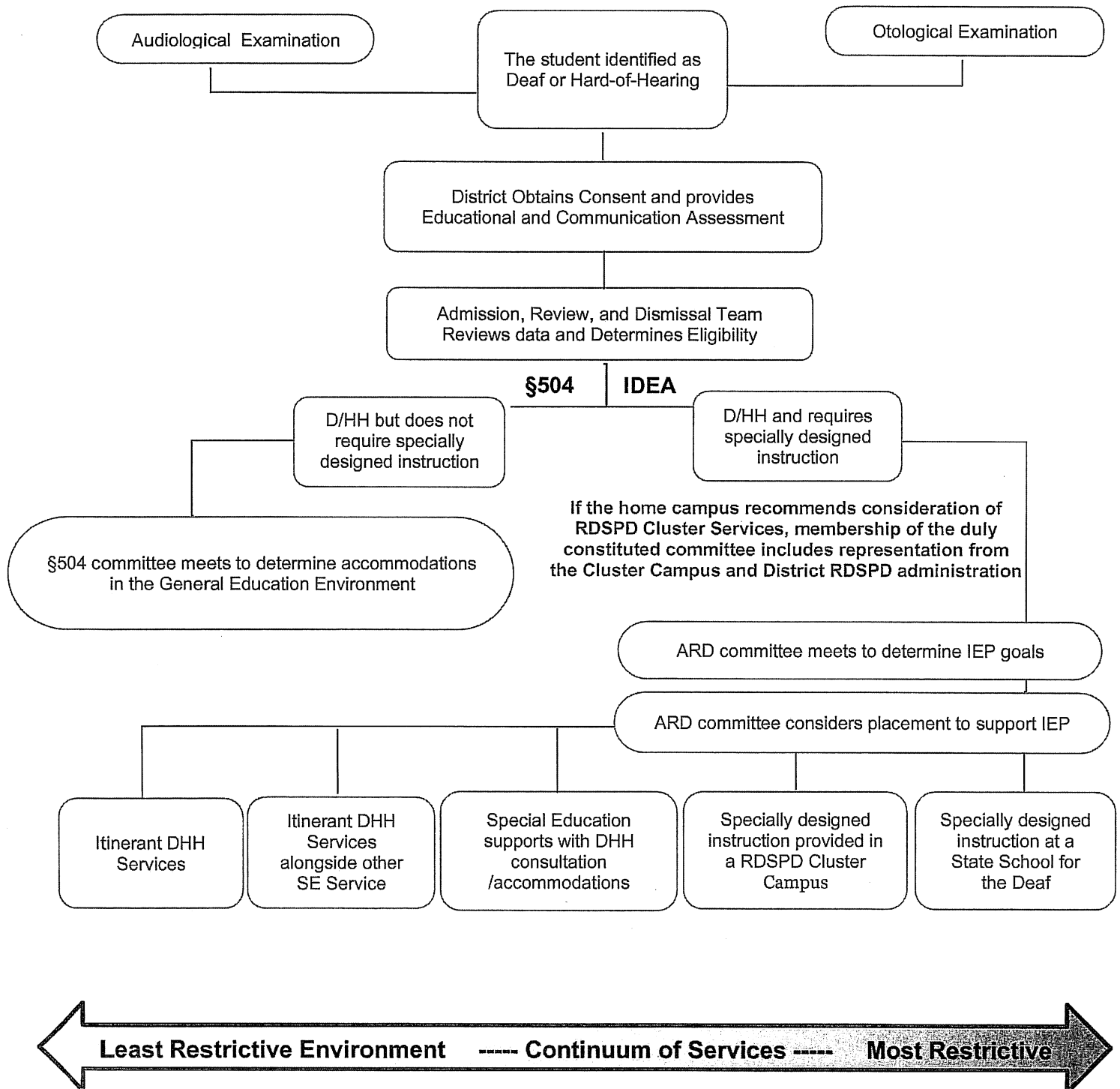


|                              |  |
|------------------------------|--|
| Positive Behavior Supports   | <ul style="list-style-type: none"> <li>a. Consistent reinforcement of positive behaviors.</li> <li>b. Consistent utilization of proactive or preventative strategies, such as visual supports, as group management or individualized support systems.</li> <li>c. Implementation of consistent instructional consequences that assist students in making positive choices, as group management or uniquely individual actions.</li> <li>d. Consistent collection of ABC data (Antecedent, Behavior, Consequences) for target behaviors maintained to inform progress and decision making.</li> <li>e. Data analysis informs adjustments to classroom management strategies and systems.</li> <li>f. Classroom expectations posted and communicated to students; evidenced by a 90% level of students in compliance.</li> </ul> |
| Student Communication Access | <ul style="list-style-type: none"> <li>a. Communication goals evidenced as integrated instruction based on goals, objectives, and accommodations designated in the IEP.</li> <li>b. Teachers/assigned staff verify the effective status of amplification devices.</li> <li>c. Each student who lacks functional expressive language routinely utilizes an effective communication system.</li> <li>d. Teachers/assigned staff implement, monitor, and maintain consistent use of student communication systems.</li> <li>e. All attempts students make to communication receive honor, respect, and interpretation for the purpose of encouraging participation, self-advocacy, or interaction</li> </ul>  |

|  |   |
|--|---|
| Professional Practices and Communication | <ul style="list-style-type: none"> <li>a. Adult communication clearly and accurately communicates expectations for persistence, depth in learning, and effective effort by students as members of the learning community.</li> <li>b. Respectful, meaningful, and instructionally related communication with students during instruction.</li> <li>c. Educational team members provide specific feedback to the case manager/classroom teacher concerning student concerns and/or progress.</li> <li>d. Teachers communicate student progress to parents in a meaningful way.</li> </ul>  |
| Curriculum and Instruction               | <ul style="list-style-type: none"> <li>a. Grade level TEKS, Expanded Core Curriculum, and the IEP goals and objectives inform lesson planning and are evidenced in written documentation of daily instructional plans.</li> <li>b. Individual student needs, interests, and post-secondary goals inform curricular options and IEP designations.</li> <li>c. Data collection and analysis routinely inform progress reports, instructional planning and placement decisions.</li> <li>d. Specific, observable and measurable evidence supports assessment of progress.</li> <li>e. Lesson plans reflect differentiated instruction or strategies that meet specific student needs.</li> <li>f. Integration of instructional and assistive technology throughout instruction allows equitable access and opportunity for learning</li> </ul> |

## 12. Process Flow Charts: Consideration of Services at the RDSPD Cluster Site

### A. Students Residing in NEISD



### 13. Process Flow Charts: Consideration of Services at the RDSPD Cluster Site

#### B. Students Residing in RDSPD Shared Services Agreement Member Districts

