

Board of Education

ACTION

TITLE: Consider Special Education 2022-2023 Tuition Agreement with Residential Facilities within District

DATE: April 18, 2022

RESPONSIBLE ADMINISTRATOR: Kathy Haaser
Director of Special Education

BACKGROUND/CONSIDERATIONS:

The 2022-2023 Tuition Agreement for each Residential Facility housed in the Fort Smith Public School District is attached for review and approval.

The District must submit these forms on an annual basis to verify that our district agrees to provide related services to students identified as needing speech, occupational therapy, and/or physical therapy in accordance with federal and state guidelines.

The District complies with these federal and state rules. Therefore, as requested by the Arkansas Department of Education, these forms need Board authorization including signatures from the Board President and Superintendent.

RECOMMENDATION:

The administration recommends the Board approve the Tuition Agreement with Residential Facilities within the District for 2022-2023.

If the Board agrees, the motion would read:

Move to authorize the attached Tuition Agreement with Residential Facilities within the District be authorized.

AGREEMENT
(2022-2023 School Year)

This agreement is made at Fort Smith, Arkansas, between the Fort Smith Public Schools and Brownwood School, Inc./Brownwood of Fort Smith. The following conditions define this agreement.

CONDITIONS

Resident District

The Resident District is the Fort Smith Public Schools, a school district organized and existing under the laws of the State of Arkansas.

Service Provider

The Service Provider is Brownwood School, Inc./Brownwood of Fort Smith, dedicated to the establishment of a comprehensive residential based service delivery system for intellectually disabled or developmentally disabled children and young adults. Brownwood School, Inc. shall be approved by and operating under the regulations of the Arkansas Department of Education as a provider of education and educationally related services for disabled children.

Educational/Educationally Related Services

The Educational/Educationally Related Services appropriate to educational programming for student(s) determined eligible to attend the Service Provider's program are identified in Attachment #1.

Eligibility for Educational/Educationally Related Services

Eligibility for receipt of Educational/Educationally Related Services from the Service Provider shall be contingent upon the following:

- The student's eligibility to attend the school of the Resident District, and
- The student's eligibility for receipt of special educational instructional services as a disabled student; i.e., disabled as defined in Attachment #2, or
- The student's eligibility for receipt of special educational instructional services as a "special condition" student; i.e., "special condition" as defined in Attachment #2, and
- The Resident District's placement recommendation that the Service Provider's program provides the least restrictive/most appropriate educational program placement for the student. The Service Provider shall continually monitor the student's progress/program placement and shall review said on an annual basis; the Service Provider shall request a Review of Placement at any time least restrictiveness/appropriateness of placement is in question.
- Students shall be between grades **K-12** only.
- Student shall reside in the residential facility of Brownwood School, Inc.
- Students for whom a public school program is considered appropriate, the Resident District, in cooperation with Brownwood staff, may elect to provide services in an appropriate public school facility according to the following procedure:
 1. The Service Provider will contact the Director of Special Education or the Special Education Coordinator assigned to Brownwood.
 2. The Service Provider will provide information regarding the student.

3. Upon receipt of the referral, the appropriate public school staff will observe the student at Brownwood.
4. Following the observation, a multidisciplinary team meeting including staff from Brownwood, the Special Education Coordinator, and the parent/guardian will be scheduled to discuss the most appropriate, least restrictive placement for the student.

Initiation/Implementation of Educational/Educationally Related Services

The receipt of Educational/Educationally related Services from the Service Provider for the Resident District's eligible students shall be Initiated/Implemented as follows:

- The Service Provider shall invite the Director of Special Education or his/her designee and other personnel of the Resident District to attend staffings of students who meet the residency requirements of the State for receipt of Educational/Educationally Related Services.
- The Director of special Education of the Resident District or his/her designee shall advise the Director of Educational Services of the Service Provider of the need for Educational/Educationally Related Services and shall provide at the time of said advisement, appropriately completed Due Process papers and student records inclusive of psychoeducational evaluation data and other information appropriate for student programming activities.
- The Director of Educational Services of the Service Provider shall provide the Director of Special Education of the Resident District a Service Initiation Date for the student, as well as a complete and appropriate Individualized Education Program (IEP).
- The Service Provider, when appropriate, shall invite the Director of Special Education or his/her designee and other personnel of the Resident District to attend IEP Conferences and other such programming activities for the students receiving Educational/Educationally Related Services.

Student Records

Student 'Records, inclusive of psychoeducational evaluation data, attendance data/reports, IEPs, and other information, which may be necessary for the preparation of reports, shall be maintained by the Service Provider and shall be available to the Resident District upon request.

Attendance Data

The Resident District shall provide the Service Provider with an Arkansas School Attendance Register for the maintenance of attendance data regarding Resident District students as follows:

- The Service Provider shall maintain attendance information for each Resident District student in the Arkansas School Attendance Register in accordance with procedures defined therein. Said attendance data shall be utilized in computing financial reimbursement for student receipt of Educational/Educationally Related Services.
- The Service Provider shall submit 'quarterly Attendance Reports' for Resident District students to the Resident District's Department of Student Services.
- The Service Provider shall submit to the Resident District other pupil accounting data as required by the Arkansas Department of Education for the purpose of satisfying the state funding requirements.

Financial Consideration

The Resident District shall pay the Service Provider an amount which is equal to, but does not exceed the per student, per day educational reimbursement rate, currently sixty dollars (\$60.00), established by the Arkansas Department of Education, Special Education, for the 2022-2023 school year, for the exclusive provision of Educational/Educationally Related Services, with said cost to be billed quarterly, as applicable. The Arkansas Department of Education may prorate reimbursement when total requests for reimbursement shall exceed the amount of funds available. Any programming requiring prescribed clinical and/or therapeutic instruction requiring clinicians and/or specialists other than a classroom teacher and/or instructional aide will be the responsibility of the Service Provider. Residents of Brownwood School, Inc. receiving educational services in educational settings in other facilities under the jurisdiction of the Fort Smith Public Schools shall be excluded from the financial reimbursement from the Resident District.

Duration of Agreement

The Duration of the Agreement shall be for the 2022-2023 school year of the Resident District, and shall be initially reviewed no later than May 1, 2023 in order that either or both parties may make a determination as to the appropriateness for the continuation of the same or similar agreement for the subsequent school year. At any time during said period this agreement may be termed null/void by mutual agreement of both parties or by proper notice, i.e., written notice thirty (30) days prior to termination, by either party.

RESIDENT DISTRICT

Fort Smith Public Schools

President, Board of Education

Date

Superintendent

Date


SERVICE PROVIDER

Brownwood School, Inc./Brownwood



President, Board of Directors

Date



Executive Director

Date

ATTACHMENT #1

EDUCATIONAL/EDUCATIONALLY RELATED SERVICES

REFERENCE: Educational/Educationally Related Services available to Resident District students receiving special educational instructional services by agreement

between the Fort Smith Public Schools and Brownwood School, Inc./
Brownwood.

Educational Services which are special education, i.e., specially designed instruction, at no cost to the parent, to meet the unique needs of the disabled student.*

* As defined by the Arkansas Department of Education (ADE) Program Standards and Eligibility Criteria for Special Education (2000).

SOURCE
S.P. R.D.

EDUCATIONAL PROGRAMMING

X

Specially designed instruction appropriate to the unique educational needs of the disabled student, which provides optimal opportunity for maximum development of the student's educational potential

SPECIALIZED TRANSPORTATION

X

Home to school and school to home transportation of the student in a school vehicle, with said vehicle modified appropriately to the unique needs of the disabled student, i.e., wheelchair facilities, etc.

APPRAISAL SERVICES

X

Evaluation of a student, inclusive of all ADE required components, appropriate to the determination of disabled status and the determination of student potential/needs; mandatory at three year intervals for identified disabled student.

VISION SCREENING

X

Mandatory as a component of the reevaluation battery; will be conducted by a School Nurse at a mutually agreed upon time/location.

HEARING SCREENING

X

Mandatory as a component of the reevaluation battery; will be conducted by a School Nurse at a mutually agreed upon time/location.

INSERVICE

Workshops, seminars, and other activities designed to improve/enhance the job performance/knowledge of program personnel.

**COOPERATIVE
ENDEAVOR**

CURRICULUM DEVELOPMENT

Identification, adaptation, and/or implementation of materials techniques, and/or procedures appropriate to the provision of special education.

**COOPERATIVE
ENDEAVOR**

OTHER RELATED SERVICES

ORS shall include all other related services as defined by the ADE, including OT and/or PT, dependent upon student eligibility and the child's IEP Committee's recommendation.

X

ELIGIBILITY CRITERIA

REFERENCE: Eligibility Criteria for placement of a student by the Fort Smith Public Schools with Brownwood School, Inc./Brownwood for the purpose of said student receiving special educational instructional services.

AS A DISABLED STUDENT

The student shall be a legal resident of Fort Smith as defined by parental residence or as defined in Act 591 of the Arkansas General Assembly and subsequent regulations.

The student shall be between GRADES K-12 ONLY, on or before August 1, 2015 and the student shall be identified as being disabled, as defined by the 2000 Arkansas Department of Education Program Standards and Eligibility Criteria for Special Education.

AS A SPECIAL CONDITION STUDENT

The student is DEVELOPMENTALLY DISABLED to such a degree the student functions in or near the intellectual disabled ranges, as defined by the American Association of Mental Deficiency classification.

**TUITION AGREEMENT
WITH
VALLEY BEHAVIORAL HEALTH
10301 Mayo Drive
Barling, AR 72923**


(Retain the original for filing with the State, return copy to VALLEY BEHAVIORAL HEALTH.)

The Fort Smith School District (Resident District) of Sebastian County hereby agrees to pay Valley Behavioral Health (Serving District) of Fort Smith, Arkansas, tuition in the amount determined by the State Department of Education per day, per pupil for providing educational services to its school age students during the 2022-2023 school year.

Conditions: The tuition amount will be paid on a quarterly basis upon receipt of an accurate billing statement containing student name, admit date, discharge date (if applicable), grade, and total days in attendance for the month. The total paid days, per student, per school year shall not exceed one-hundred and seventy-eight (178) days. Valley Behavioral Health will notify the Fort Smith School District (Resident District) at the time of admission and will request copies of school records. All parties will conform to the regulations and guidelines set forth by Arkansas Department of Education Residential Rules.

Signature, President of the Board Date

Signature, Superintendent Date

 3/16/22
Signature, Hospital CEO Date
Valley Behavioral Health

Approved: _____ Date: _____
State Department of Education