

**COLLABORATIVE AGREEMENT  
BETWEEN  
TUPELO PUBLIC SCHOOL DISTRICT  
AND  
MILLCREEK OF PONTOTOC SCHOOLS**

**This agreement is between the above named school entities for the  
2017 – 2018 School Year.**

**I. PURPOSE STATEMENT**

The purpose of this agreement is to establish working procedures between Tupelo Public School District and Millcreek of Pontotoc Schools in the provision of services to children eligible for special education in compliance with Federal and Mississippi State Laws and Regulations.

It is the intent of this Agreement to:

1. Define which service(s) will be provided by each Agency.
2. Ensure that children eligible for special education services receive a free and appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each Agency cooperatively maintains communication and shares leadership responsibilities at the local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between Tupelo Public School District and Millcreek of Pontotoc Schools are developed, implemented and preserved.

This agreement applies to children ages six through twenty-one (6-21) who are eligible for special education services and to all other children enrolled in Millcreek of Pontotoc Schools.

**II. PROGRAM MANDATES**

**Responsibility of Tupelo Public School District:**

1. Provide services to children with disabilities on a mandatory basis following the Individual with Disabilities Act Amendments of July 1, 2004 (IDEA 04).
2. Provide children with disabilities ages six through twenty-one (6-21) a free appropriate public education (FAPE) including the development and implementation of the Individualized Education Program (IEP) procedural safeguards and the provision of related services, as deemed necessary.
3. Place children with disabilities in their least restrictive environment with an opportunity to interact with nondisabled peers to the maximum extent appropriate.
4. Work with appropriate community agencies to provide services to children with disabilities ages six through twenty-one (6-21).

**Responsibility of Millcreek of Pontotoc Schools:**

1. Enroll and provide educational services to those students meeting entrance/admission requirements.
2. Screen all enrolled children for potential problems in all suspected areas.
3. Maintain communication with previous educational placement/setting to secure the information necessary to ensure a global picture of the child with respect to suspected problems.
4. Refer children to be found at risk to appropriate professionals for diagnostic evaluation.
5. Develop and implement the IEPs as indicated by diagnostic evaluation for those children with disabilities (with parent and school district participation).
6. Work closely with other community agencies in order to provide services to children with disabilities.

**III. PROGRAM DESCRIPTION**

1. The Tupelo Public School District will provide special education and/or related services, As appropriate, to those children with disabilities for which placement in the Tupelo Public School District school sites are deemed as the least restrictive environment by the respective IEP Committee. These classes will be located at Tupelo Public School District.
2. Millcreek of Pontotoc Schools is a private facility recognized by the Mississippi Department of Education as an approved Educable Child placement facility. Students served at this facility are enrolled/referred by school district placement, DHS and parent placement.

**IV. SERVICE IMPLEMENTATION**

**1. CHILD FIND/SCREENING**

**Tupelo Public School District will:**

- (a) Adhere to State/Federal Regulations in locating and identifying children with disabilities from birth to twenty-one (0-21) within their jurisdiction.
- (b) Issue Child Find releases.
- (c) Distribute Individual Child Find flyers.

**Millcreek of Pontotoc Schools will:**

- (a) Comply with Mississippi Department of Education regulations in conducting Child Find activities.
- (b) Conduct agency needs assessments.
- (c) Contact community agencies serving children with disabilities with referrals.

(d) Screen areas as noted:

- 1) Obtain signed Release of Information Form.
- 2) Obtain information from the previous education setting as to the functioning of the child.
- 3) Complete physical observation forms, as needed, supplied by Tupelo Public School District.
- 4) Complete hearing/vision.
- 5) Screen all areas of suspected problems through procedures set forth by the Mississippi Department of Education.
- 6) Complete a referral checklist with accompanying data collection as specified by the Tupelo Public School District.
- 7) Participate in meetings with the Tupelo Public School District to determine the need for referral for possible evaluation for special education services.

2. **REFERRAL FOR EVALUATION**

**Tupelo Public School District will:**

Ensure appropriate procedures and data collection requirements as mandated by the Mississippi Department of Education are followed.

**Millcreek of Pontotoc Schools will:**

- (a) Send Written Prior Notice (WPN) for Initial Evaluation and cover letter to the parent/guardian explaining cooperative agreement between Tupelo Public School District and the Millcreek of Pontotoc Schools.
- (b) Ensure complete history of referral information/data has been collected on child being considered for referral for evaluation and assist in additional data collection, as deemed necessary.
- (c) Contact and obtain information regarding the child's functioning in the previous educational setting prior to the meeting to consider referral for evaluation.
- (d) Inform facility staff the Tupelo Public School District has access to files referred for evaluation with parental and guardian approval.
- (e) Send a copy of data collected to the Tupelo Public School District, including screening instruments/ documentation of suspected problem areas, physical observation and hearing/vision form and/or other screening information as collected.

3. **COMPREHENSIVE ASSESSMENT**

**Tupelo Public School District will:**

- (a) Establish and coordinate evaluation time lines.

(b) Participate in meetings to determine data collection needs and determination of eligibility for children referred from the facility as deemed necessary by the Tupelo Public School District.

**Millcreek of Pontotoc Schools will:**

(a) Will collect the data for Step B/curriculum based assessment of child's functioning, based on general education curriculum.

(b) Complete the data for Step C/administration of standardized assessment as warranted for disability category.

4. **PLACEMENT**

**Tupelo Public School District will:**

(a) Consider for services at school sites within the Tupelo Public School District for those children who are Wards of the Court (DHS placement) and those children who reside within the jurisdiction of the Tupelo Public School District if placement is considered to be their least restrictive environment by the IEP Committee. Children who are placed in this facility by districts other than the Tupelo Public School District will be considered for services under conditions listed elsewhere in this agreement. Parent placed children who do not reside within the jurisdiction of the Tupelo Public School District will not be considered for services in school sites of the Tupelo Public School District.

(b) Coordinate efforts to place a child with disabilities in the least restrictive environment appropriate with an opportunity to interact with non-disabled peers as appropriate.

(c) Inform the Millcreek of Pontotoc Schools Facility if the child has a disability determination as set forth in regulations by the Mississippi Department of Education.

**Millcreek of Pontotoc Schools will:**

(a) Provide services for children with disabilities who's IEP Committee has determined the least restrictive environment to be within the Millcreek of Pontotoc Schools site.

(b) Provide services for those parentally placed children who do not reside within the jurisdiction of the Tupelo Public School District.

5. **INDIVIDUALIZED EDUCATION PROGRAM DEVELOPMENT**

**The Tupelo Public School District will:**

(a) Obtain parental permission to assure placement of the child for special education services and implementation of the IEP.

(b) Supply information needed regarding Tupelo Public School District services for IEP goals and objectives.

**Millcreek of Pontotoc Schools will:**

(a) Coordinate IEP paperwork and meetings.

(b) Send WPN for Initial Placement.

- (c) Write IEP goals and objectives in cooperation with Tupelo Public School District personnel including appropriateness of the child's participation in the Tupelo Public School District Statewide Testing Program.
- (d) Notify Tupelo Public School District personnel concerning time and place of IEP meeting.
- (e) Assure participation of appropriate Facility/School District staff (if the School District chooses to participate) as part of the IEP Committee.
- (f) Facilitate active involvement of Tupelo Public School District personnel in the IEP meeting.
- (g) Coordinate an IEP meeting between **January 14, 2018 and April 15, 2018** to determine if the child meets criteria for Extended School Year (ESY).

**6. SPECIFIC PROGRAM SERVICE DELIVERY**

**Tupelo Public School District will:**

- (a) Ensure appropriate personnel are located at school sites to provide special education and related services to those children who will be receiving services at this placement.
- (b) Determine whether specific work completed at Millcreek Schools will be credited toward Carnegie units, and provide course of study, objectives, and tests when applicable.
- (c) Provide transportation to ensure child is present at Millcreek school site for provision of IEP services, or to authorize Millcreek schools to provide transportation at the rate designated below.

**Millcreek of Pontotoc Schools will:**

- (a) Provide appropriately licensed teachers as determined by the MS Department of Education for children with emotional disabilities.
- (b). Provide a tutorial service program in conjunction with the district and facility personnel to best meet the individual needs of the student.
- (c) Coordinate communication between district and facility personnel to ensure services as outlined in the IEP are provided.
- (d) Provide transportation when requested by the school district to ensure child is present at school site for provision of IEP services.
- (e) Cooperate in all communication efforts with district and facility personnel to ensure services as outlined in the IEP are provided.
- (f) Provide ESY services for appropriately identified students as directed by the IEP team.

**7. PROCEDURES FOR REVIEW/MONITORING CHILD'S PROGRESS**

**Tupelo Public School District will:**

- (a) Coordinate procedures for implementation of IEP requirements as set forth in regulations of the Mississippi Department of Education.

- (b) Coordinate IEP review meetings.
- (c) Ensure needed reevaluation for special education services.

**Millcreek of Pontotoc Schools will:**

- (a) Ensure Millcreek of Pontotoc Schools Personnel complete report of progress IEP requirements as set forth in regulations of the Mississippi Department of Education.
- (b) Participate in IEP review meeting.
- (c) Participate and collect data as needed for reevaluation for special education services.
- (d) Coordinate needed reevaluation for special education services.
- (e) Regularly provide report student attendance reports to district and facility personnel.

**8. SERVICE DELIVERY RATES - Revised**

- (a) For those children enrolled in special programs of Millcreek of Pontotoc Schools to include the Psychiatric Residential Treatment Program or the Day Treatment Program, the daily education rate will be calculated and established using a cost based method annually. The current rate is **\$176.00 per day**.
- (b) For those children where transportation is to be provided by Millcreek of Pontotoc Schools, the current rate is **\$78.00 per day** per student at no cost to the parent.
- (c) For those children enrolled in the residential program for the Psychiatric Residential Treatment Facility (PRTF), the residential rate will be calculated and established by the MS Department of Medicaid. The current rate is **\$383.65 per day** per student.

\*\*\*These rates may be subject to change during the school year.

**V. CONFIDENTIALITY**

The Tupelo Public School District and Millcreek of Pontotoc Schools shall follow the requirements outlined in the Family Education Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act Amendments of 2004 (IDEA 04).

**VI. TRAINING AND TECHNICAL ASSISTANCE**

The Tupelo Public School District and Millcreek of Pontotoc Schools will:

- (a) Develop a system of staff needs assessment in the area of training.
- (b) Coordinate training calendars.
- (c) Train staff regarding regulations and philosophy of provision of special education services.

**VII. COUNTING AND REPORTING**

**Tupelo Public School District will:**

- (a) Coordinate a system so that timelines and persons responsible for reporting are clear.

**Millcreek of Pontotoc Schools will:**

(a) Monitor staff regarding implementation of specific procedures and regulations as set forth by the Mississippi Department of Education.

**VIII. TRANSITION**

**Tupelo Public School District will:**

(a) Develop a process for sharing information and data collected between Agencies.

(b) Coordinate in district services for those students who will be receiving additional services at school sites based on IEP Committee decisions.

(c) Notify district personnel of changes in IEP services based on IEP Committee decisions.

**Millcreek of Pontotoc Schools will:**

(a) Provide at least a minimum of two weeks' notice, when possible, of a child's expected return to the district setting prior to the release from facility services.

(b) Release aftercare information in a timely manner to facilitate a smooth transition for the child from the facility setting to the district setting on a full time basis.

(c) Notify the district in a timely manner of any events that have occurred in the residential setting that would impact services provided in the district setting.

(d) Maintain open lines of communication to ensure a smooth transition for the child from the facility setting to the district setting.

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Dr. Gearl Loden, Superintendent  
Tupelo Public School District

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Date

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Genna McAlpin, Special Education Director

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Date

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Ed Hood, CEO  
Millcreek Schools, Inc.

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Date

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Buddy Hall, Director of Education  
Millcreek Schools, Inc.

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Date

**ADDENDUM**

The following addendum is in addition to the Collaborative Agreement between Tupelo Public School District and Millcreek of Pontotoc Schools for the 2017/18 school year.

1. Discounted Transportation Rate:

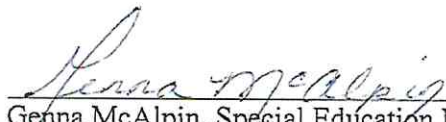
Millcreek of Pontotoc Schools will grant a discounted transportation rate in the amount listed below due to the high volume of students enrolled in our Pontotoc Day Treatment.

For those children where transportation is to be provided by Millcreek of Pontotoc Schools, the discounted rate will be **\$50 per day per student** at no cost to the parent.

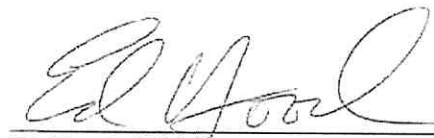
\*\*This discount may be subject to change during the school year.

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Dr. Gearl Loden, Superintendent  
Tupelo Public School District

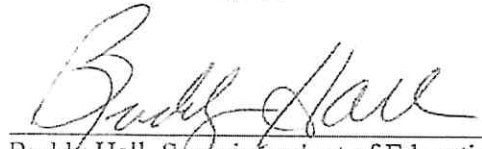
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Date

  
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Genna McAlpin, Special Education Director  
Tupelo Public School District

8/4/17  
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Date

  
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Ed Hood, CEO  
Millcreek Schools, Inc.

8/4/17  
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