



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/8/2023

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)
Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

D23EAE1B28D6C0BCF621A58F055F8AC7 readySign

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin:

Cabinet Team Member:

F2E63BEAAE31AA47112F240E69DA8A9F readySign

Funding Source:

Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

Summary *This area must be complete with full explanation of contract*

RENEWAL statement of agreement between Broken Arrow and Tulsa Public Schools. Broken Arrow agrees to pay \$21,551.60 in tuition fees to Tulsa Public Schools. Tulsa Public Schools agrees to provide direct services that are not available in Broken Arrow to a specific IEP student.


The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Contract for Board Signature

Date: 10/5/23 Return Contract to: Jayen Roberts

Department: Special Education Vendor Signed? no

Vendor: Broken Arrow Public Schools

Subject: IEPSA for 

Notes: _____

Date of Board Approval: 6/5/23

Agenda Item #: E9

Approved as to form? Robt. J. Hall

Date Returned: _____

- ☐ Scanned
- ☐ Logged
- ☐ Emailed

RATIONALE:

Goodwill Industries, Inc provides high school students with disabilities work and job-training skills prior to graduation and post high school. Goodwill Industries incorporates transition skills to comply with the students Individualized Education Plan.

E.8. RECOMMENDATION:

Renew agreement with Heartspring, a 501(c)(3) organization, to provide educational needs and supports in a residential setting for the 2023-2024 school year with renewals exempted under board policy 5202; sole source purchase.

FURTHER RECOMMEND:

The attorneys for the school district prepare/approve the appropriate contract document(s) and the proper officers of the Board of Education be authorized to execute the document(s) on behalf of the district.

COST: Not to exceed \$475,000

FUND NAME/ACCOUNT: 11-0000-2199-503200-239-000000-000-06-066

RATIONALE:

To provide the placement for a student, based on the determination of the individual student's Least Restrictive Environment (LRE) as well as the District's desire to maintain the safety and security of all students and staff. This will ensure that a free and appropriate public education is provided to the student(s) as required by the Individuals with Disabilities Education Act (IDEA). A portion of the funding is reimbursable from the state with the appropriate application.

E.9. RECOMMENDATION:

Enter into Individualized Education plans (IEP) service agreements with the following Oklahoma school districts to provide free appropriate public education (FAPE) for certain students for whom they are unable to support during the 2023-2024 school year:

Berryhill Public Schools	Jenks Public Schools
Bixby Public Schools	Mannford Public Schools
Broken Arrow Public Schools	Okemah Public Schools
Catoosa Public Schools	Okmulgee Public Schools
Checotah Public Schools	Owasso Public Schools
Claremore Public Schools	Sand Springs Public Schools
Cleveland Public Schools	Sapulpa Public Schools
Collinsville Public Schools	Skiatook Public Schools
Coweta Public Schools	Twin Hills Public Schools
Glenpool Public Schools	Union Public Schools
Inola Public Schools	Wagoner Public Schools

FURTHER RECOMMEND:

The attorneys for the school district prepare/approve the appropriate contract document(s) and the proper officers of the Board of Education be authorized to execute the document(s) on behalf of the district.

COST: No cost to the district

RATIONALE:

An IEP (Individual Education Program) service agreement between two districts is entered into when the student's resident district is unable to provide the services identified in order to meet the student's FAPE (Free and Appropriate Public Education) requirements. The resident district maintains all legal, financial and transportation obligations for their student. The student is counted on the resident district's child count and the resident district receives average daily attendance for the student. The resident district pays tuition to the receiving district based on the services the student requires per the IEP. The receiving district will invite the resident district to all meetings regarding the provision of FAPE for the student.

E.10. RECOMMENDATION:

Renew contracts with Northeastern State University, Oklahoma State University, Tulsa Community College, University of Arkansas, University of Oklahoma, Langston University, University of Central Oklahoma, and the University of Tulsa, setting forth the terms under which student interns will work with special education related services and Student & Family Support Services (SFSS). The following positions are applicable: speech pathologist, occupational therapist, physical therapist, school psychologist/psychometrist, school counselor, social worker, board certified behavior analyst. Intern students will work within the district to fulfill college preparation requirements for the 2023-2024 school year.

FURTHER RECOMMEND:

The attorneys for the school district prepare/approve the appropriate contract document(s) and the proper officers of the Board of Education be authorized to execute the document(s) on behalf of the district.

COST: No cost to the district

RATIONALE:

Therapist in training will work directly under the related service staff within the district to gain school-based experience. Tulsa Public Schools would also utilize this opportunity for recruitment of related service staff.

E.11. RECOMMENDATION:

Renew the contract with MANDT System, Inc. to provide relational and safety training to employees that support students with exceptional needs during the 2023-2024 school year.

FURTHER RECOMMEND:

The attorneys for the school district prepare/approve the appropriate contract document(s) and the proper officers of the Board of Education be authorized to execute the document(s) on behalf of the district.

COST: Not to exceed \$25,000

FUND NAME/ACCOUNT: 11-6230-2573-508600-239-000000-000-05-066-6230

RATIONALE:

The MANDT System is a mandatory course that is required for teachers, paraprofessionals, and campus police officers that work with students with special needs. This course offers training in de-escalation and behavior intervention practices designed

IEP SERVICE AGREEMENT

STUDENT INFORMATION:

STUDENT NAME:

RESIDENCE ADDRESS:

CONTACT NUMBER:

NAME(S) OF PARENT(S)/GUARDIAN(S):

RESIDENT DISTRICT:

RECEIVING DISTRICT:



BROKEN ARROW PUBLIC SCHOOLS

TULSA PUBLIC SCHOOLS

PRIMARY CONTACT AT RESIDENT DISTRICT:

NAME:

DAYLENE THRONTON

MAILING ADDRESS:

701 S MAIN ST, BROKEN ARROW, OK 74012

CONTACT NUMBER:

918-259-5759

EMAIL:

PRIMARY CONTACT AT RECEIVING DISTRICT:

NAME:

Jaxon Richins

MAILING ADDRESS:

3027 S New Haven, Tulsa, OK 74114

CONTACT NUMBER:

918-746-6722

EMAIL:

richija@tulsaschools.org

This Agreement is entered into between Independent School District No. 3 of Tulsa County, Oklahoma and Independent School District No.1 of Tulsa County, Oklahoma, as to the above-named student for the 2023-2024 school year.

Recitals:

- A. The Student, a child with a disability as defined by the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400, *et seq.*, is a resident of the Resident District for educational purposes and is entitled to receive a free appropriate public education ("FAPE") in accordance with the requirements of the IDEA.
- B. The Resident District desires to enter into this IEP Service Agreement (the "Agreement") with the Receiving District to satisfy its legal obligation to provide the Student with FAPE, in accordance with the IDEA, during the Operative School Year.
- C. The Receiving District desires to enter into this Agreement with the Resident District to provide the Student with the special education and related services as identified in the Student's then-current Individualized Education Program ("IEP")

in order to provide FAPE in accordance with the requirements of the IDEA during the Operative School Year.

- D. The Resident and Receiving Districts understand that If they enter into IEP Service Agreements for three (3) consecutive years for this Student, the Agreement will be automatically renewed for each subsequent year, and that, in that event, the Resident District will continue to pay tuition to the Receiving District as provided by law.
- E. The Resident and Receiving Districts understand that compliance with any requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act during the Operative School Year shall solely be the responsibility of the Resident District even though the Student is attending school in the Receiving District.

Therefore, the parties agree as follows:

1. The term of this Agreement extends from July 1, 2023, through June 30, 2024. During the term of this Agreement, either party may terminate the Agreement upon thirty (30) days' advance notice in writing to the other party. The terminating party will also notify the Student's parent(s) or guardian(s) in writing thirty (30) days in advance of the termination date.
2. As provided by law, the Resident District is legally and financially responsible for the provision of FAPE to the Student, as the term "FAPE" is defined under the IDEA and Section 504 of the Rehabilitation Act. The Resident District is responsible for the development and implementation of the Student's IEP(s) and any Section 504 Accommodation Plans. In the event a due process complaint initiated under the IDEA or Section 504 of the Rehabilitation Act ("Complaint") is filed concerning the Student, the Resident District will be legally and financially responsible for that Complaint and, to the extent permitted by law, will indemnify and hold harmless the Receiving District for any expenses the Receiving District incurs in responding to that Complaint, including but not limited to attorney's fees and costs.
3. During the term of this Agreement, the Receiving District will provide all special education and related services identified in the Student's then-current IEP for the purpose of providing FAPE as required by the IDEA, except as specifically set forth in paragraph 4 of this Agreement. The parties to this Agreement understand that the Student's IEP may be amended and that a new IEP may be developed during the term of this Agreement, and the parties intend that the Receiving District implement the amended, interim or subsequent IEP as well as the IEP in place at the time this Agreement takes effect.
4. The Resident District will provide the related service to the Student as identified in the Student's then-current IEP:
 - a. Transportation to and from school at the Receiving District
(If transportation is a listed related service)

5. The Receiving District will issue the Student progress reports and report cards, following the same procedures it applies to all other students, or as otherwise required under the Student's then-current IEP.
6. The Student will have the opportunity to participate in all educational and extra-curricular programs, events and activities available to other students of the same age and grade attending the Receiving District, subject to all eligibility requirements applicable to similarly situated students residing in the Receiving District. To the extent that the Student requires accommodations in order to be provided FAPE under Section 504 of the Rehabilitation Act, or accommodations pursuant to the Americans with Disabilities Act, all such accommodations, plans and related expenses shall be responsibility of the Resident District and at the sole expense of the Resident District.
7. If the IEP team or Review of Existing Data group determines that reevaluation or further evaluation(s) of the Student is necessary under the IDEA, the Resident District and Receiving Districts will jointly determine what evaluations are necessary, who will administer the evaluation(s), and , how such evaluation(s) will be administered. The Resident District is financially responsible for all evaluation(s) and reevaluation of the Student. If the Student's parent requests an independent education evaluation ("IEE"), the Resident District is financially responsible for any granted IEEs. In the event the Resident and Receiving Districts cannot agree on whether additional data is necessary, a consensus of the IEP team will decide the issue
8. The Receiving District will use reasonable efforts to comply with the procedural safeguards set out in the IDEA and the then-current version of the *Policies and Procedures for Special Education in Oklahoma* promulgated by the Oklahoma State Department of Education in its delivery of special education and related services to the Student under the IDEA.
9. The Primary Contact or designee for the Receiving District will schedule IEP and IEP Review meetings for the Student. To provide the Resident District the opportunity to participate, the Primary Contact or designee for the Receiving District will provide reasonable advance notice of every such meeting to the Primary Contact at the Resident District.
10. The Primary Contact or designee at the Receiving District will promptly notify the Primary Contact at the Resident District of every proposed disciplinary removal that would constitute a change of placement for the Student under the IDEA or Section 504 before that disciplinary removal is implemented.
11. The Primary Contact or designee at the Receiving District will use reasonable efforts to advise the Primary Contact at the Resident District of concerns about the Student's special education and related services expressed by the Student's parent(s) or guardian(s). Personnel at the Resident and Receiving Districts will use reasonable efforts to cooperate and resolve disagreements concerning appropriate special education and related services for the Student, implementation of the Student's then-current IEP, and any other issues that may arise.

12. All funds generated for the Student from local, state or federal funds will remain with the Resident District. The Resident District will include the Student on its Child Count. The Student's average daily membership will be credited to the Resident District.
13. The Resident District will pay the Receiving District the estimated sum of \$21,551.60 (hereinafter the "Preliminary Tuition Cost"), subject to revision based on the state aid mid-year adjustment as determined and published by the State Department of Education ("OSDE") for the Resident District (hereinafter referred to as the "Final Tuition Cost"), as tuition for the delivery of special education and related services to the Student provided in accordance with the requirements of the IDEA. A breakdown of the Preliminary Tuition Cost, based upon the OSDE initial state aid calculation for the Resident District is included on the State Aid Formula Sheet attached to and incorporated into this Agreement as Addendum 1. The Receiving District will forward to the Resident District a Final Tuition Cost within 45 school days after the final OSDE state aid mid-year adjustment for the Resident District is determined and published. Payment by the Resident District of the Final Tuition Cost shall be made on the following payment schedule: One annual payment at the conclusion of the Operative School Year. The Preliminary Tuition Cost includes the cost of all educational and related services that the Receiving District reasonably anticipates based upon review of the Student's current IEP. If during the term of this Agreement the Resident District IEP team amends the Student's IEP or develops another IEP that increases or decreases the cost of services to be provided by the Receiving District, the parties agree to meet for the purpose of negotiating any increase or decrease in the Final Tuition Cost.
14. Any amounts the Receiving District receives as the result of billing Medicaid for IDEA associated services it provides to the Student during the term of this Agreement will be credited against the Resident District's tuition obligation.
15. The parties will not identify the Student as a transfer student for student information purposes.
16. This Agreement contains the entire agreement of the parties. Any changes to this Agreement will be made in writing and signed by both parties.

Signatures:

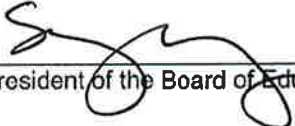
"Resident District"

Independent School District No. 3 of Tulsa County, Oklahoma

By: _____ Date: _____
President of the Board of Education

"Receiving District"

Independent School District No. 1 of Tulsa County, Oklahoma

By:  _____ Date: 10/23/23
President of the Board of Education

Approved as to form: RMG

**Tulsa Public Schools
State Aid Formula Sheet
2023-2024**

School District	BROKEN ARROW PUBLIC SCHOOLS
Student Name	
DOB	
STN #	10025227398

Grade	10TH	1.20
Disability	HI	2.90
Related Service	Speech	0.05
	OT/PT	0.00
	ESY	1.20
Economic Disadvantage		0.25
Bilingual		0.00
Total Weight		5.60
State Aid Factor	(Estimated ADM)	\$3,848.50
1:1 Paraprofessional	\$21,000.00	\$0.00
Total IEP Service Agreement		\$21,551.60