

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/3/2022

Contract/Agreement Vendor: TULSA PUBLIC SCHOOLS / JAXON RICHINS

Name of Vendor & Contact Person
 richija@tulsaschools.org
Vendor Email Address

RENEWAL AGREEMENT FOR IEPSA SERVICES STUDENT A.

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.

STUDENT B

Reason/Audience to benefit

11/14/2022

BOE Date

\$ 14,844.50

Amount of agreement

Person Submitting Contract/Agreement for Review: DAYLENE THORNTON

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Daylene Thornton*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: _____

Cabinet Team Member: *Karla Dyson*

Funding Source: 11/152 11-152-1000-561-239-1050-000-125
Fund/Project OCAS Coding

Consent

Action

RENEWAL statement of agreement between Broken Arrow Public Schools and Tulsa Public Schools.
 Broken Arrow agrees to pay \$14,844.50 in tuition fees to Tulsa Public Schools. Tulsa Public Schools agrees to provide services that are not available in Broken Arrow to a specific IEP student.

Summary This area must be complete with full explanation of contract

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.

IEP SERVICE AGREEMENT

STUDENT INFORMATION:

STUDENT NAME:

RESIDENCE ADDRESS:

CONTACT NUMBER:

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

RESIDENT DISTRICT:

Broken Arrow Public Schools

RECEIVING DISTRICT:

Tulsa Public Schools

PRIMARY CONTACT AT RESIDENT DISTRICT:

NAME:

Daylene Thornton, Director of Special Education

MAILING ADDRESS:

701 S. Main St. Broken Arrow, OK 74012

CONTACT NUMBER:

918-259-5759

EMAIL:

ddthornton@baschools.org

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 Tulsa Independent School District No. 1 of Tulsa County, Oklahoma, as to the above-named student for the 2022-2023 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, 2022, through June 30, 2023. 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 following special education and related services 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 sum of \$14,844.50 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 anticipated tuition is included on the State Aid Formula Sheet attached to and incorporated into this Agreement as Addendum 1. Payments by the Resident District to the Receiving District will be paid on the following payment schedule: One annual payment at the conclusion of the Operative School Year. This amount includes the cost of all educational and related services that the Receiving District could reasonably anticipate based upon review of the Student's current IEP. The Receiving District will promptly provide the Resident District a detailed breakdown of the final tuition amount upon request. If the IEP team amends the Student's IEP or develops another IEP that increases the cost of services to the Receiving District, the parties to this Agreement will mutually consider and negotiate any increase in the tuition amount sought by the Receiving District to cover the increased cost of services.
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: _____
President of the Board of Education

**Tulsa Public Schools
State Aid Formula Sheet
2022-2023**

School District Broken Arrow Public Schools

Student Name

DOB

Grade 11th 1.20

Disability HI 2.90

Related Service Speech 0.00

OT/PT 0.00

ESY 0.00

Economic Disadvantage 0.00

Bilingual 0.00

Total Weight 4.10%

State Aid Factor \$3,793.15 (Estimated ADM)

Total IEP Service Agreement \$14,844.50