

Kimberly School District

INSTRUCTION 2168

PRIVATE SERVICE PROVIDERS WORKING WITH STUDENTS IN KIMBERLY SCHOOLS

1. Private Service Provider means a person, group, agency or organization that meets the following two conditions:
 - a. Is not an employee of the Kimberly School District or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid for services provided to the student.

Examples of Private Service Providers are Nurses, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Targeted Service Coordinators, Behavioral Therapists, Developmental Disabilities Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psych-Social Rehabilitation Specialists, Educational Consultants, etc.

2. Private Service Providers may do the following in the Kimberly School District:
 - a. Refer a student to a school's pre-referral team for consideration for evaluation to determine eligibility for special education.
 - b. Submit evaluation reports to a school IEP team for consideration related to the referral or an evaluation being conducted by the evaluation team.
 - c. Be invited to an IEP team meeting by either the school or parent.
 - i. Under IDEA 1997, the determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE), is the responsibility of the IEP team and cannot be prescribed by any other entity.
 - ii. All educational decisions regarding educational methodology, materials and personnel are the responsibility of the school district.
 - d. Provide services in the schools to students under the terms of a contract with the school district.
 - i.. Contracts are established when the school district is paying for the services and should describe the services, the role and responsibilities of the Private Service Provider with the IEP team, the frequency and duration of the service, documentation of licensure/certification to perform the prescribed services, address issues related to liability, terms for payment, and state the provisions for changes or termination of the contract.
 - ii. Contracted services to a student with a disability shall be specifically included in the student's IEP.
- c. Provide services to students on school grounds under the terms of a written

Memorandum of Understanding with the school district.

- i. Memorandums of Understanding are established when the school District is not paying for the services, but agrees that the services are needed in the school for the benefit of the student's progress in the general curriculum. The Memorandum of Understanding shall describe the specific services provided, the responsibilities of the school and the private provider, the provisions for space, time, equipment, materials provided by the school district, and that the school district may terminate the Memorandum of Understanding at any time.
 - ii. Memorandums of Understanding shall clearly state who or what Agency is paying for service.
 - iii. Services provided under a Memorandum of Understanding to the student with a disability shall not be included on the student's IEP.
 - iv. The district has no obligation to enter into a contract or Memorandum of Understanding with a private service provider or to allow a private service provider access to school district property, space, materials, or equipment.
3. School district records are only accessible to Private Service Provider under contract with the school district or with written consent of the student's parent or guardian, or the student, if 18 years old or older. Requests for records may be subject to a fee to cover costs of copying and mailing.
 4. Nothing in this policy shall be construed to limit or impinge in any way on services parents may acquire for their child that are not provided **at** the school. Issues related to the amount of time students are removed from school for any purpose fall under the terms of other school district policies.

GUIDELINES:

The Kimberly School District is responsible to ensure that students with disabilities receive a free appropriate public education from the ages of three (3) through the semester in which they turn twenty-one (21). Utilization of a variety of related services through private service providers in the District is recognized as a valuable and needed resource for children with disabilities to receive full benefit of a public education. Students can qualify for special education services when, through the evaluation process they:

1. Have been determined to have a disability, meeting the criteria set forth by the Idaho State Department of Education, and
2. Are in need of specially designed instruction.

These services are a supplement to regular education programs and consist of specially designed instruction and/or related services provided in a variety of settings at no cost to the parents to meet the unique needs of students with disabilities. Therefore, it is critical that these services are coordinated and that all service providers have a complete understanding of the roles and responsibilities of school districts prior to, and for, the delivery of services.

Referral:

The District has a referral process in place for locating and identifying students suspected of needing special education. Information on how to access this process is available to all patrons of the district through the district's special education personnel. When a private service provider contacts the school district and notifies them at any time during the process that they are beginning or have completed an evaluation on a student enrolled in the district, the district will seek written authorization from the parent to obtain such evaluations for review and consideration. If a private service provider suspects a student has a disability, the service provider may refer the child to the building's pre-referral team and the district's referral process will be followed.

Evaluation/Eligibility:

The school district is responsible for the evaluation of all students who are suspected of having a disability and who may be in need of specially designed instruction. The District will not pay for any assessment conducted by private service providers when the school has not had the opportunity to perform such assessment(s) first. The District shall ensure that:

1. All completed assessments that are considered in determining eligibility, meet state and federal requirements described by the Idaho Special education Manual.
2. The evaluation team recommends eligibility for a student suspected of having a disability and reserves the right for determination of the IEP team;
3. All assessments, public or private, are considered in evaluation recommendations by the IEP team;
4. Parents and private service providers have been given the opportunity to be informed of the evaluation and eligibility requirements for special education in Idaho as described in the Idaho Special Education Manual through the IEP team process.
5. The District will follow the regulations related to the provisions of Independent Education Evaluations as described in the Idaho Special Education Manual.

Private Service Providers who are under Contract or a Memorandum of Understanding will:

1. Provide school districts with documentation of all licensure/certification information for individuals involved in the educational assessment process;
2. Comply with all criteria outlined in the Idaho Special Education Manual for the evaluation of students with disabilities;
3. Participate as a member of the school district evaluation team when requested by the District;
4. Participate as a member of the school district IEP team when requested by the district or parent, and
5. Present assessment data and make recommendations to the IEP team regarding the potential eligibility of a student for special education, understanding it is the responsibility of the IEP team to determine eligibility.

It should be noted that the District is not obligated to participate in a private evaluation of a student unless the District has been contacted by the parent or private provider prior to the evaluation and a release of information has been signed by the parent who authorizes the District to release information to professionals not employed by the District.

Delivery of Services:

The District is responsible for the delivery of special education services to all eligible students. The IEP team makes recommendations for type, length, and duration of services that are then developed into an appropriate IEP. No one individual can make those decisions. All educational decisions regarding educational methodology, materials, and personnel are the responsibility of the District. The District cannot consider recommendations for treatment, therapy or counseling unless the recommendations are made by persons certified to make such recommendations (e.g. recommendations for counseling must be made by state certified school psychologists or a state certified school counselor).

1. If a student is not eligible for public special education services, but the private provider recommends service:
 - a. The district shall not provide special education services; and
 - b. The district will inform parent that private services contracted by and paid for by parents are not developed into an IEP, but should be noted.
2. If a student is eligible for public special education services and the parent requests that private services be utilized to **supplement** the school district services, those services will be noted in the comment section of the IEP, but no additional goals and objectives are required.
3. If a student is eligible for public special education services, but the parent chooses to pay for and have those services provided by a private provider, a complete IEP will be written. It will be documented on the IEP that the school district recommended the service, but the parent elects to pay for services from the private provider or allows third party billing, rather than have the district provide services. It should be noted that when a student is removed from the regular education program for services, those services might become a detriment to that student's regular education program requirements. The district has no legal obligation to allow the private service provider to use school district space during regular school hours or access to school district materials or equipment for any of the above situations.

Contracts

When the District pays for services from private services providers, the District will have a contract in place for services. The district may terminate a contract only in accordance to the terms of the contract.

For any individual to provide direct services and is not contracting with the District to provide that service, but wishes to provide direct services in district facilities, a memorandum of understanding will be developed to include service(s) to be provided, district and private service provider responsibilities, name(s) of student(s) being served, time(s)/duration of services, provisions for space, materials, equipment provided by the district, authorization for service and a statement as to who is paying for the service. A Memorandum of Understanding will be completed with the Director of Special Education before any services can be provided on Kimberly School grounds. The district may refuse to enter into or may terminate a Memorandum of Understanding at any time. Please note that these individuals are not considered "a private service provider" in terms of the definition of this policy.

Policy Adopted: February 17, 2005

Kimberly School District #414

Memorandum of Understanding
Request for Private Service Provider Services at KSD Facilities
School Year _____

Private Service Provider Agency: _____

Address: _____

Phone Number: _____

Supervisor: _____

Children's Mental Health treatment plan and private provider task plan must be attached.

Student: _____ School: _____

Name of Service Provider: _____

Services to be provided:

Days: _____ Time: _____

Location: _____ Duration: _____

Date Services will be reviewed: _____

Private Services Provider Responsibilities:

- Sign in and out of the school office each visit.
- Adhere to set schedule – arrive and leave on time.
- Notify building administrator if you will be absent (one day notice if possible).
- Student must be picked up from and returned to an appropriate school staff member each visit.
- Remain in assigned location.
- Be familiar with school emergency procedures of the school.

Comments Relating to Materials, Equipment, Space, etc.

Parent/Guardian Authorization for Services: My signature also indicates that I understand that these services are supplemental to the school district services and this agreement may be terminated at any time by the school district.

Parent/Guardian Signature Date

Private Agency Supervisor:

Signature Date

Agency Service Provider(s):

Signature Date

Signature Date

Parent must sign the district's Authorization to Obtain or Release Information Form.

School Administration Approval: (Principal)

Signature Date

Director of Special Services Approval:

Signature Date