

**PRIVATE SERVICE PROVIDERS WORKING WITH STUDENTS
IN PUBLIC SCHOOLS
SERIES 600**

604.3

POLICY TITLE: PUBLIC SERVICE PROVIDER

DEFINITIONS

Wilder School District is a public school district providing educational programs to students in grades K-12.

Canyon-Owyhee School Service Agency (COSSA) is a public school cooperative administering the special education programs of Homedale, Marsing, Notus, Parma and Wilder School Districts, which constitute the COSSA member school districts (hereinafter referred to as COSSA). Private Providers may provide services to students, enrolled in the COSSA member school districts, who meet eligibility and are provided special education services on an IEP, through agreement with COSSA.

Private Service Provider means a person, group, agency or organization that meets the following two conditions:

- Is not an employee of Wilder School District, paid for services in any manner by the district or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, or
- Is paid for services provided to the student either by the school district or by an agency contracted by such.

Examples of a private service provider services are: Developmental Therapy, Speech Therapy, Physical Therapy, Psycho-Social Rehabilitation, Intensive Behavioral Intervention, Service Coordination, etc.

ALLOWABLE SERVICES

Private Service Providers may do the following in the Wilder School District:

- Refer a student to a school Student Assistance Team (SAT), or similar school team, for consideration for evaluation to determine eligibility for special education.
- Submit evaluation reports to a school evaluation team for consideration related to the referral or an evaluation being conducted by the SAT Team.
- Be invited to a school team meeting by either the school or parent.
- 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.

- All educational decisions regarding educational methodology, materials, and personnel are the responsibility of the school district.

DISTRICT FUNDED SERVICES

District funded or contracted Private Service Providers may provide services in the school to students under the terms of a contract with the school district.

- 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 school team, the frequency and duration of services, 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.
- Contracted services to a student with a disability shall be included on the student's 504 Plan.

SERVICES NOT FUNDED BY THE SCHOOL DISTRICT

A Private Service Provider not funded or contracted in any way by the school district may provide services to students under the terms of a Memorandum of Understanding with the school district.

- Memorandums of Understanding are established when the school district is not paying for the services, but agrees that the services would be of benefit to the student. No services will be initiated without a Memorandum of Understanding signed by the agency and the school district.
- After the Memorandum of Understanding is signed, an Individual Contract will be developed for each student served in the district by the agency.
- The Memorandum of Understanding and/or Individual Contract will 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.
- Private Service Providers must meet the school district's employment criteria for the particular position in which they are providing service under the Memorandum of Understanding.
- Services provided under a Memorandum of Understanding to a student with a disability will not be included on the student's 504 Plan or IEP.

DENIAL RIGHTS

The school district has no obligation to enter into a contract or Memorandum of Understanding, or Individual Contract, with a private service provider or to allow a private service provider access to school district property, space, materials, or equipment.

RECORDS ACCESS

School records are only accessible to the Private Service Providers 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.

Section 1: Private Service Provider Memorandum of Understanding
Section 2: Service Provider Individual Contract

Adopted September 8, 2003

Private Service Provider Memorandum of Understanding

between

**Wilder School District, #133
210 A Avenue East
Wilder, ID 83676
(208) 482-6228**

and

Organization: _____
Address: _____

Telephone: _____, FAX: _____

Purpose and Philosophy:

Wilder School District, #133 and _____ enter into this agreement solely for the purpose of creating a partnership which will allow _____ to provide services for children in the school setting (such as Developmental Therapy, Psychosocial Rehabilitation and Intensive Behavioral Intervention). A Memorandum of Understanding (MOU) is established when Wilder School District is not paying for services, but agrees that the services would be of benefit to the student. Services provided under this MOU to a student with a disability shall not be included on the student’s IEP or 504 Plan. Private Providers may provide services to students, enrolled in Homedale, Marsing, Notus, Parma and Wilder School Districts, who meet eligibility and are provided special education services on an IEP through agreement with Canyon-Owyhee School Service Agency (COSSA).

This MOU will clarify the role of each agency allowing optimal service delivery to identified students.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING TERMS:

1. _____ will provide the school with a release of information signed by the child’s parent or legal guardian notifying the school that the student is receiving services from their agency.
2. Parents or _____ may approach the school for consideration of services to be provided for a student by their agency at the school during school hours.
3. The school will convene a meeting for the purpose of discussing the feasibility of _____ providing services for a student during school hours. The team includes, but is not limited to, _____ Service Provider, the student’s parents, the school administrator, the student’s general education teacher, and other school personnel as needed.
 - The meeting may coincide with other meetings being held which include the same team members (ie: a 504 Plan meeting).
4. Each agency will share appropriate paper work with the other, after necessary authorization has been obtained. This may include, but is not limited to, program plans, 504 Plan, diagnostic information, reports, goals developed by parents and staff, and/or written progress reports.

5. Expectations and the role of team members will be discussed before initiating services, and a Service Provider Individual Contract will be developed outlining agreed upon services, times, and materials. Copies will be provided for the school and parent.
6. When changes by either agency will affect the direct services to the child, a team meeting will be held to discuss these changes.
 - _____ will make every effort to communicate in advance any changes in providers.
7. _____ will ensure that their personnel comply with policies established by the school district, meet employment requirements established by the school district, have appropriate training and licensure, and have fingerprints and background checks on file with their agency.
8. The school district shall have the right to require _____ to reassign or otherwise remove any service provider deemed unacceptable to the school district.
9. Should a conflict arise between the school district and _____, the following conflict resolution strategy will be used:
 - The Teacher and _____ Service Provider will attempt to resolve any minor issues verbally.
 - If there is no resolution, the Service Provider will notify the Director of the agency and the Teacher will notify the building administrator of the school district.
 - The Director of the Agency, the school district building administrator will discuss the situation and arrange a meeting including both parties, if necessary.
 - If there is still no resolution, the Director of _____ and the Superintendent of the school district will arrange a meeting to discuss any further actions.
10. A copy of the Memorandum of Understanding will be provided to the family of any child receiving services under this agreement, upon request.
11. The school district will not be responsible for charges incurred by _____ for services to the identified student.
12. Any new specialist or provider sent by the agency will introduce him/herself to the school district building administrator or designee to gain prior approval before observing or conducting services in the school. He/she will then introduce himself to the appropriate teachers/staff.
13. All specialists or providers will sign in at the office and obtain a visitor's name tag before making contact with the student. This must be done each session.
14. Any services should not disturb school activities if possible. All disciplinary procedures must be discussed with the teacher(s) and school district building administrator before use.
15. Providers are only responsible for the specific client (student) they are assigned to work with. They may not be asked to supervise other students, give opinion regarding other students, or be asked to perform the instructional duties of the teacher. It is appropriate for them to work with their assigned student on staying on task, completing an assigned academic task, learning

organization, practicing social skills with student, etc. but not to tutor repeatedly or provide direct instruction.

16. The school district building administrator and Teacher must be notified at least 24 hrs in advance if a session is being canceled, if there are changes to the usual schedule or personnel providing services.
17. What happens at school needs to remain at school. Therefore, unless the provider has prior permission of the teacher or appropriate school official (school district building administrator), the activities and conversations of the classroom and teacher will not be discussed outside of the school setting but will remain confidential for the protection of all students and staff. The student's specific behavior and responses may be reviewed with the parent or member of the student's team, but teacher behavior, methodologies, comments to other students, instructional strategies, etc. should not be discussed without the teacher in questions being present.
18. Providers will not contradict school policy or give parents advice regarding the educational setting except in a team setting where school representatives are also present.
19. School staff should not discuss other students with providers or other provider's actions with a competitive agency.
20. When working in a school building during the school day, _____ personnel will work under direct supervision of the teacher or district staff designated by the school district building administrator.

School District Building Administrator

Date

Private Provider Signature

Date

**Canyon-Owyhee School Service Agency (COSSA)
Service Provider Individual Contract**

Student served: _____ School: _____

Agency: _____ Service Provider: _____

Dates services begin: _____ Date services end: _____

Canyon-Owyhee School Service Agency (COSSA) agrees to allow the Private Service Provider to provide the following services for the above named student: (give a detailed description of the services to be provided and the role of the service provider in the school setting).

List specific days of the week and times during the day that services will be provided:

Describe space, materials and/or equipment requested that may be provided by the school district for the Private Service Provider:

The Private Service Provider agrees to provide the school district with a copy of the student's program plan and implementation plan within 14 school days of this agreement.

The agency listed above understands that before this agreement goes into effect, a Memorandum of Understanding must first be signed with the school district.

Designated School Building Administrator

Signature of Private Service Provider

Copies to: Service Provider, student's cum file, parent, teacher, building administrator