**School District Name**
**Board of Education**

**Agreement for Special Education Services**
**2023-2024 School Year**

This Agreement for Special Education Services ("Agreement") made this _____ day of _____ by and between the School District Name ("**BOARD OF EDUCATION**") with its principal office at address and the State of Tennessee, Department of Education ("the State") for special education services at the State Special Schools ("**SSS**").

**WITNESSETH**

WHEREAS, T.C.A. § 49-10-107 authorizes local education agencies to contract with one another for the provision of special education and related services to students with disabilities.

WHEREAS,**BOARD OF EDUCATION** in order to provide free and appropriate public education, finds it necessary to acquire the services of another agency.

WHEREAS, the **SSS,** including the Tennessee School for the Blind and the Tennessee Schools for the Deaf**,** are agencies having the appropriate programs, capacity, and competence to provide special education services for students who reside within the geographical region of the **BOARD OF EDUCATION** and attend the **SSS**.

NOW, THEREFORE, **BOARD OF EDUCATION** and the **SSS** for the consideration hereinafter named, agree as follows:

1. This Agreement is contingent on the following:
    a. Each student covered by this Agreement meets the eligibility criteria of Tennessee State Board of Education Rule 0520-04-03 and the admissions criteria of the appropriate **SSS** Policy 6.2030; and
    b. Each student covered by this Agreement has been evaluated and referred for enrollment at a SSS by his or her Individualized Education Program (IEP) team, that includes a representative from the **SSS**, upon the IEP team's determination that the **SSS** will provide the student a free appropriate public education in the student's least restrictive environment.

2. **SSS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an IEP which will be specifically designed to meet the unique needs of the student enrolled with provision for all support materials and services necessary for their education. The IEP shall not be changed or terminated without an IEP team meeting composed of representatives of **BOARD OF EDUCATION** and **SSS** which results in agreement regarding change or termination of the program unless the **SSS**, LEA, and parents agree to amend or modify the IEP in writing instead of convening an IEP team meeting per 34 C.F.R. 300.324(a).

3. **BOARD OF EDUCATION** is responsible for:
    a. Providing **SSS** with copies of each student's educational records within 10 business days of the student's enrollment at **SSS;**
    b. Providing extended school year (ESY) services if specified in the student's IEP;
    c. Providing homebound services in consultation with **SSS**;
    d. Transporting residential and non-residential students who reside within 90 minutes of the campus;
    e. Providing families the option of transporting residential students to a designated bus stop where a **SSS** charter bus will pick up students and transport to campus;
    f. Providing a one-to-one (1:1) aide if specified in the student's IEP, as well as make-up services for any documented failure to provide these 1:1 services;

i. Additionally, in the event that **LEA** fails to provide a one-to-one (1:1) aide for a student for more than thirty (30) days, **SSS** may seek to employ a one-to-one (1:1) aide and **LEA** will reimburse **SSS** for the position.

g. Provide a gifted education teacher to consult with SSS staff in the event a student is identified as gifted;
h. Filing a truancy petition with the appropriate authorities in the county where the student resides (if applicable).

4. **SSS** is responsible for providing:
   a. Transportation to residential students who do not reside within 90 minutes of the campus;
   b. A residential program for students who meet the criteria of **SSS** Residential Policy 3.7000;
   c. Access to student's educational records in EasyIEP to **BOARD OF EDUCATION** for each student attending a **SSS**;
   d. Special education and related services, other than those listed in Section 3 above.

5. **SSS** AND **BOARD OF EDUCATION** shall collaborate to adopt procedures for implementation of a progressive truancy intervention plan.

6. **SSS** are entities of the State of Tennessee. Any and all monetary claims against the State of Tennessee, its officers, employees, and agents in their official capacities shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

7. Nothing in this Agreement shall relieve the **BOARD OF EDUCATION** of their obligation to ensure students served at **SSS** are provided a free appropriate public education in accordance with state and federal special education law.

8. The term of this Agreement is from **July 1, 2023** to **June 30, 2024**. The Parties may, upon mutual agreement, terminate this Agreement at any time.

WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

**BOARD OF EDUCATION:**

Name, Director of Schools

**State Special Schools:**

Name, Assistant Commissioner of State Special Schools

**TENNESSEE DEPARTMENT OF EDUCATION:**

Sam Pearcy, Commissioner