

RETURN THIS FORM TO:

School District of Residence

Special Education Joint Agreement

NONPUBLIC FACILITY PLACEMENT CONTRACT
Agreement for Student Placement and Services
under Section 14-7.02 of the School Code

FACILITY CODE
 NUMBER FOR
 THIS PLACEMENT →

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Do **not** return this form to the Illinois State Board of Education.
 For additional copies, go to www.isbe.net.

This document shall be used by both the public school district of the student's residence and the nonpublic facility providing special education and related services, including room and board when necessary, for the placement of each student with a disability. Further conditions consistent with this agreement and the laws of the United States and the State of Illinois may be included under Section V at the discretion of the public school district or the nonpublic facility. Copies of this documentation shall be kept at **both** the nonpublic facility and the local school district of residence of the student.

SECTION I

The _____ located at _____
(Name of Nonpublic Facility Program)
 _____, hereinafter referred to as facility, agrees to provide
(Address)
 _____ of _____, Illinois,
(Name of Student) *(Address)*
 hereinafter referred to as student, pursuant to the terms and conditions set forth herein, a program of special education, related services, and/or room and board in accordance with the student's Individualized Education Program (IEP) during the period beginning _____, _____ and ending _____, _____ and the
(Date) *(Year)* *(Date)* *(Year)*

(Name of Public School District and Number)
 _____ IL., _____
(Address) *(City)* *(Zip Code)*
 hereinafter referred to as district, agrees to pay an amount as determined and specified in Section III herein. Any person or entity having legal responsibility of the student is hereinafter referred to as parent or guardian.

SECTION II

District agrees:

- A. To pay facility in accord with the provisions of Section 14-7.02 of the School Code.
- B. To provide all pertinent case study information requested by facility if written consent for such release can be obtained from the parent or guardian, including a written copy of the multidisciplinary conference and a written summary of student's individual needs, to be attached to this contract.
- C. To develop and submit to the facility, prior to placement of the student, an IEP which shall be a written description of the student's current performance levels; annual goals (including short-term objectives); evaluation procedures; criteria and schedule to measure progress; projected initiation and duration of services; specific special education, related services, specialized equipment and adaptive services to be provided; least restrictive environment (LRE) determination and supporting rationales; transition goals and services needed; and transportation requirements to meet the needs of the student to the satisfaction of the district and parent/guardian.
- D. To conduct, in cooperation with the staff of the facility and with the parent/guardian, an annual review of student's educational needs, including justification for continued placement when necessary, with written documentation of such review available to the facility.
- E. To perform testing and evaluation of student at least every three years or more frequently if deemed necessary by the district staff in consultation with the parent/guardian.
- F. To provide transportation to and from the facility for the student as provided in Section 14-7.02 of the School Code and pertinent regulations, and as delineated in the student's IEP.
- G. If applicable, to provide a written definition of credit hour requirements in each subject area that will be acceptable to the district upon the return of student to the public schools of district.

Facility agrees:

- A. To comply with 23 Illinois Administrative Code 401.
- B. To comply with the Illinois School Student Records Act, Illinois Revised Statutes, Ch. 122, Article 50.
- C. To provide to the district the following:
 - 1. Monthly reports of student attendance. Written notice will be provided to the district immediately after five consecutive days of unexcused absence.
 - 2. Reports on all testing and evaluation of student which is done by facility in compliance with the IEP.
 - 3. Information and progress statements necessary for the annual review conducted by district for the determination of the future placement of student.

- C. To provide to the district the following: **(Continued):**
4. Notification of all significant changes in staff, location, physical facilities and program of facility as such changes occur. (Program changes which affect the private facility code number listed in Section II require a new contract.)
 5. Other reports that district may reasonably require of facility from time to time.
 6. Notification of any change in residence or guardianship of the student.
- D. To assist the district and the parent or guardian of student in the annual or more frequent review of student's educational needs. Any recommended change in program or placement that deviates from the IEP requires a new IEP meeting prior to implementation.
- E. As appropriate, to provide documentation of curriculum and course material as required by district, sufficient to enable student to return to district with credit given for course work completed.
- F. To permit district, its representatives and the representatives of the State Board of Education to visit and inspect the facilities maintained by facility and to permit evaluation of the programs and services provided by facility.
- G. To notify the district of any change in approval status with respect to 23 Illinois Administrative Code 401.
- H. To secure and maintain during the term of this agreement such comprehensive public liability insurance necessary to insure against any loss or liability for personal injury to student which may arise from operations and activities conducted pursuant to this agreement whether such operations or activities are conducted by facility or by anyone directly or indirectly employed by facility.
- I. To conduct an annual audit in order to verify actual expenditures for the special education, related services or room and board for student.
- J. To assure that no person shall be denied participation in or benefits of any program or activity or otherwise be subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity conducted by facility or in the employment practices of facility.
- K. To assure that no parents are charged for any special education, related services or room and board for any students placed by local school districts.
- L. To assure that no charges for special education, related services and room and board exceed the costs approved by the Illinois Purchased Care Review Board (IPCRB).
- M. To provide a school calendar upon request and, for residential placements, a calendar of operation.
- N. To comply with the Interstate Compact provisions as applicable.

SECTION III

Please state costs in per diem terms.	NUMBER OF DAYS
\$ _____ for tuition per diem for regular school term for	_____
\$ _____ for tuition per diem for summer term for	_____
\$ _____ for room and board per diem for regular school term for	_____
\$ _____ for room and board per diem for summer term for	_____
\$ _____ Other (specify) _____	_____
on a _____ (specify frequency) basic, with final payment no later than _____	

Should the IPCRB change the rate(s), the rates listed shall be changed to the approved rate. The total shall be appropriately adjusted, if there is more than one rate.

SECTION IV

Failure to comply with the terms and conditions set forth herein shall be grounds for termination of this agreement. Facility may terminate this agreement upon written notification, including a statement of reasons for termination, to be provided at least 30 calendar days prior to actual termination, except when the health and safety of this student or other students are endangered. District may terminate this agreement by providing at least 30 calendar days notice prior to actual termination.

SECTION V

Further conditions consistent with this agreement and the laws of the United States and the State of Illinois are attached if applicable.

We, the undersigned, agree to the terms and conditions to this agreement and do affirm that all required information and attachments required of district and facility will be appended to this document and retained in the files of district and facility.

_____ <i>Date</i>	_____ <i>Signature of Superintendent of School District</i>	_____ <i>Date</i>	_____ <i>Signature of Director of Nonpublic Facility</i>
_____ <i>Date</i>		_____ <i>Signature of State-Approved Director of Special Education</i>	