

2023-2024 MEMORANDUM OF UNDERSTANDING
Between
Northwest Arkansas Education Service Cooperative
And
GENTRY SCHOOL DISTRICT

The Northwest Arkansas Education Service Cooperative (NWAESC) and the Gentry School District, collectively “the Parties,” enter into this Memorandum of Understanding (hereafter “Agreement”) for the purpose of ensuring the provision of special education services pursuant to the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its implementing regulations, to children from age three (3) until kindergarten enrollment (except for those with a kindergarten waiver). Gentry School District is responsible for the provision of a free appropriate public education (FAPE) to children age three (3) until enrollment in kindergarten identified as eligible under IDEA, who reside within the district boundaries.

This Agreement sets forth the responsibilities of each entity, outlines areas of cooperation, and provides guidance for local collaboration in the implementation of IDEA between the aforementioned parties.

I. PRINCIPLES

This Agreement is based on the following principles upon which the parties agree:

- A. This Agreement is necessary to ensure that children with disabilities receive a free appropriate public education (FAPE)
- B. This Agreement is in no way intended to modify the responsibilities or authority delegated to the parties by federal and state law, regulations, and rules
- C. Services will be maximized through collaboration and the joint utilization of resources in order to avoid duplication of efforts in the provision of special education services to children with disabilities. This may include shared resources for personnel, professional development and training, coordinated child find efforts, cooperative resources libraries, contracted services, and exchange of services appropriate to local situations

RECEIVED

MAY 22 2023

GENTRY PUBLIC SCHOOLS

- D. Communication among the parties must occur to ensure that children with disabilities receive the services and supports necessary for the provision of FAPE, to which they are entitled.
- E. Procedures will be established to ensure the implementation of this Agreement
- F. The sharing of information necessary to provide all required services to students will be done in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

II. ROLES AND RESPONSIBILITIES

A. Gentry School District agrees to do the following:

1. Provide special education services pursuant to the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its implementing regulations, to children identified as eligible under IDEA.
2. Communicate about the implementation of special education services to ensure compliance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its implementing regulations as well as the Arkansas special education rules and regulations.
3. Participate in child find activities conducted in partnership with the NWAESC and immediately notify NWAESC of any child suspected of having a disability and in need of special education services.
4. Make resources, training, and technical assistance available to NWAESC personnel involved in the education of IDEA-eligible children with disabilities.

B. NWAESC agrees to do the following:

1. Routinely update Gentry School District on new referrals for children who are suspected of having a disability under Part B of IDEA
2. Routinely update Gentry School District when children are newly identified as having a disability under Part B of IDEA

3. Accept referrals on behalf of Gentry School District for children living within Gentry School District boundaries who are suspected of having a qualifying disability, and follow the referral process in compliance with the IDEA and its implementing regulations
4. Provide developmental screenings for the purpose of child find for all children suspected of having a disability residing within district boundaries of Gentry School District and participate in child find activities in partnership with Gentry School District
5. Conduct a multi-disciplinary evaluation of any child suspected of having a disability and in need of special education services in accordance with IDEA
6. Ensure the provision of procedural safeguards and due process for any IDEA-eligible child served by NWAESC on behalf of Gentry School District
7. Provide the special education and related services determined necessary by the IEP team for IDEA-eligible children enrolled in Gentry School District.
8. Hold a transition conference on any IDEA-eligible child from early childhood special education services to the kindergarten program in the district of residence or designated by the parent
9. Provide Extended School Year (ESY) services deemed necessary by the IEP team
10. Ensure all required IEP team members, who are knowledgeable about the child and services provided by NWAESC, attend conferences related to the child's individualized education program (IEP)
11. Gentry School District representative may attend and participate in meetings regarding the IEP of any IDEA-eligible child receiving early childhood special education services enrolled in Gentry School District, and is allowed access to all paperwork housed in the student's special education folder
12. Ensure early childhood special education teachers and related service providers are appropriately licensed

13. Notify Gentry School District that a child has a change of address, phone number, or custodial supervision
14. In the event of the absence of a service provider, whether for personal, medical, or other reasons, arrange to provide the services as outlined in the child's IEP
15. Make resources, training, and technical assistance available to Gentry School District personnel involved in the education of IDEA-eligible children with disabilities
16. Evaluate the job performance of special education providers employed by NWAESC per the NWAESC policies and procedures

III. FINANCIAL RESPONSIBILITIES

- A. NWAESC will be responsible for all Medicaid billing and reimbursement for related services provided to children with an IEP residing in Gentry School District by NWAESC on behalf of Gentry School District
- B. The Gentry School District will pay a fee of \$3,784.95 per child based on the early childhood special education December 1 child count from the previous year. This amount reflects state and federal funds received by the district as well as other funds that may be used. Medicaid/ARMAC funds received by NWAESC will be used to defray costs that otherwise would be reflected in the per child fee.

At the end of the academic school year any balance remaining above \$150,000 in the Early Childhood Special Education Local (2030) account will be refunded on a per child basis using the previous year's December 1 count.

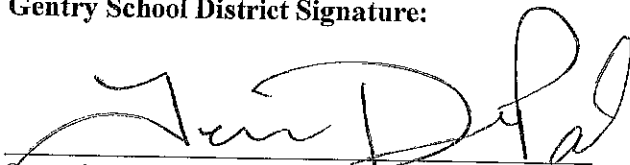
IV. EFFECTIVE DATE, CHANGES, LIFE OF THIS AGREEMENT

- A. This Agreement is effective July 1, 2023 for a period of one (1) year.
- B. Modifications to this Agreement are invalid unless they are made in writing and signed by representatives of both parties.

V. CONFIDENTIALITY OF STUDENT RECORDS

- A. Both parties are educational agencies authorized to collect and maintain student educational records and to receive information from local educational agencies (LEAs) consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99.
- B. Both parties agree to comply with the applicable confidentiality and security requirements of FERPA with respect to student education records.
- C. Gentry School District and NWAESC will exchange all relevant information and records necessary to provide FAPE to IDEA-eligible children enrolled in Gentry School District.

Gentry School District Signature:

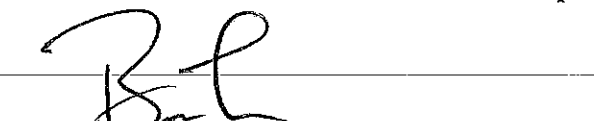


Superintendent

5-4-23

Date

Northwest Arkansas Education Service Cooperative Signature:



Director

5-10-23

Date