ADDENDUM A
SPECIAL EDUCATION AND RELATED SERVICES

This Addendum A amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services ("DFS"), as the case may be, hereinafter referred to as the "Buyer" and identified on page three (3) of the Agreement for the Purchase of Services, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum A the provisions of Addendum A will control.

This Addendum A reflects those services which the Provider agrees to make available to the Buyer. The services to be provided to each student placed will be in accordance with that student's Individualized Education Program (IEP) as agreed to prior to its effective date by the Multi-Agency Services Section of Department of Special Services of the Fairfax County Public Schools School Board (FCPS-MAS) or the Special Education and Student Services of the Falls Church City School Board (FCCPS). Non-educational expenses excluded from this Addendum A include, but are not limited to, those incurred for personal allowances, medical care including dental, clothing, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

1. OBLIGATIONS: All obligations of the Provider pursuant to the State of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.

2. PROVIDER STATUS: The Provider will maintain its status as a school approved by the Provider's State Board of Education and will notify the Buyer's CSA Contracts Coordinator promptly in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement without financial obligation on the part of the Buyer to pay the Provider's invoices subsequent to the loss of approved status.

3. ATTENDANCE:

    a. The Provider shall maintain monthly attendance records and progress notes which shall be submitted to the FCPS-Multi-Agency Services (FCPS-MAS) or FCCPS Contract Services within five (5) days after the end of each calendar month.
    b. If a student has been absent for a period of two (2) or more consecutive school days or for a period of more than four (4) days in any month, the Provider shall investigate the reasons for such absence. The Provider will consult with FCPS/FCCPS regarding pre-approved absences and the method of documenting student attendance. After five unexcused school absences, the Provider ***must contact the child's case manager and they*** may consider referring the student for attendance violations if the student is of compulsory attendance age (five to eighteen.) Code of Virginia 22.1-254. As students are eligible to receive educational services through age 22, inclusive, notification is required for all students attending private special education facilities.
    c. The Provider should document the interventions attempted to ensure that the student attends school regularly before referring the case to a school attendance officer.
    d. After five unexcused school absences, the Provider must contact the child's case manager and they may consider referring the student for attendance violations if the student is of

SAMPLE

compulsory attendance age (five to eighteen.) Code of Virginia 22.1-254. As students are eligible to receive educational services through age 22, inclusive, notification is required for all students attending private special education facilities.

e. In the event the child is absent without authorization for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to hold the placement open. The Buyer will discontinue payment for education and other services as of the fourteenth (14th) consecutive calendar day of the unauthorized absence.

f. In the event the child is provided education outside of the classroom, the number of days that the child is in that alternate setting must be reported to the placing agency.

g. ***If a child has an authorized absence, such that the child is unable to participate in his/her special education placement as the result of a hospitalization that operates as its own local education agency, the provider must unenroll the student and notify FCPS/FCCPS immediately. Notification is required as soon as the information becomes available and rectification of billing must be completed. If a child has an authorized absence as result of hospitalization and FCPS/FCCPS continues to be the local education agency, the provider will consult with the case manager after 5 days regarding continued enrollment. If required, consultation will occur after 10 day as well. If the absence extends beyond 14 days, the provider and LEA will unenroll the student in accordance with attendance regulations. If continued enrollment is agreed to by all parties and the circumstances allow, the provider will deliver virtual education as determined in consultation with the case manager.***

h. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement will be held for the child for no more than fourteen (14) calendar days with written approval of the Buyer's case manager. Longer holds will be negotiated on a case-by-case basis. Absences in Extended School Year services are addressed in paragraph "j."

i. If the school is closed due to inclement weather and other emergencies, the school may invoice for the day of the make-up, not the day of the closure.

j. If a child is attending extended school year services (ESY), the Buyer will purchase services from the Provider for the days the student is in attendance for ESY. Buyer can invoice for absences up to 2 days during ESY. Any absences beyond 2 days shall not be submitted for payment by the Provider during ESY.

4. EDUCATIONAL REPORTS: The Provider shall prepare Quarterly Educational Progress Reports, proposed draft IEPs and, as appropriate, transcript data on each student covered by this Agreement and shall submit such reports to the FCPS-MAS or FCCPS Contract Services, in accordance with the dates identified in the school calendar. For the purposes of this Agreement, if the Provider is a day school, school calendar shall be defined as one consistent with the FCPS/FCCPS school calendar. However, if the Provider is a residential school and/or a twelve (12) month school, the school calendar shall be defined as that which is agreed upon by the Provider and the FCPS/FCCPS.

   a. Proposed draft IEPs shall be submitted to, and received by, FCPS /FCCPS and those parents whose parental rights have not been terminated and/or those who have custodial rights of the youth prior to any scheduled IEP meeting. The FCPS /FCCPS reserves the right to recommend only those services/programs considered to offer the student benefit of an education in the least restrictive setting according to the provisions set forth in the Individuals with Disabilities Education Act (IDEA). The representative from the FCPS/FCCPS, other FCPS/FCCPS staff and parents, as appropriate, shall be invited and have the right to attend any IEP meeting.

SAMPLE

b. The Provider shall provide the FCPS/FCCPS with the student's quarterly grades and/or progress report(s) within two weeks of the quarter's end for the school or facility in which the student is enrolled.
c. A Final Progress Report or Exit Summary on each student covered by this Agreement shall be submitted to FCPS/FCCPS by **June 30th** of each year during which the services are provided hereunder on forms supplied by FCPS/FCCPS unless parties agree to use Provider forms. If the Final Progress Reports are not received by June 30th of any such year, for any reason, the Buyer reserves the right to impose a three percent (3%) reduction of the total charges billed by the Provider for each late student report.
d. The Provider shall submit additional reports upon the request of FCPS-MAS/FCCPS Contract Services. Additional reports may include, but are not limited to:
    1. Written reports of any serious incident involving the student;
    2. Evaluations (psychological, educational, related services);
    3. Social, emotional, or behavioral progress reports.
e. The Provider shall submit written serious incident reports within one business day of knowledge of the incident. All other reports listed above must be submitted within 10 days. The Provider agrees to provide timely responses to inquiries made by FCPS/FCCPS and to apprise FCPS/FCCPS of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian.

5. SYLLABUS: A syllabus describing each course offering must be provided to the FCPS/FCCPS no later than September 1st of each school year; failure to deliver the syllabus shall constitute a certification by the Provider that it has adopted the FCPS/FCCPS standard course descriptions for each subject area for which a syllabus has not been produced.

6. SCHEDULES: Individual student course selections (i.e., course names) must be provided to FCPS/FCCPS no later than two weeks prior to the first day of the upcoming school year. When the schedule of courses (i.e., periods) are known, an update is to be provided. Changes to student schedules must be discussed with the student's case manager prior to the change when the course change will result in no credit being earned. Updated schedules are to be provided when courses change within the current school year.

7. GRADUATION REQUIREMENTS:

    a. The Provider shall supply each student, grades 9 through 12, with a minimum of one-hundred and forty (140) hours of instruction in accordance with the course descriptions set forth in the syllabi provided pursuant to Section 6 of this Addendum (or the FCPS/FCCPS standard course designated where no syllabus has been provided) in order to award one credit for each course successfully completed towards the FCPS/FCCPS high school graduation requirements.
    b. The Local Education Agency (LEA) may waive the requirement for students to receive 140 clock hours of instruction to earn a standard unit of credit upon providing the Board with satisfactory proof, based on Board guidelines, that the students for whom such requirements are waived have learned the content and skills included in the relevant Standards of Learning. (22.1-253.13:4. Standard 4. Student achievement and graduation requirements.)
    c. The Provider must notify FCPS/FCCPS immediately (and prior to the commencement of instruction) if any of the instruction provided to a student will not comply with the course

SAMPLE

descriptions or satisfy graduation requirements.

d. Grades should be submitted quarterly to FCPS-Multi-Agency Services or FCCPS Contract Services as applicable
e. All final grades and credits earned shall be reported no later than thirty (30) days after the last day of the school year and must be received by the FCPS/FCCPS LEA before final payment will be made. All final grades and transcripts for graduating students must be reported by June 1st of the graduation year.

8. INDIVIDUALIZED EDUCATION PROGRAM (IEP): The IEP team shall consist of the Local Education Agency (LEA), parents, those who have educational rights or surrogate parents and the provider's school staff. Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the instruction or program provided to any or all of the students concerned by the terms of this Agreement are inappropriate for such student(s), the Provider shall promptly notify the FCPS/FCCPS. If advisable, the FCPS/FCCPS may arrange an IEP meeting to consider modifications to the IEP.

9. SPECIAL EDUCATION RELATED SERVICES: Services identified within an IEP to be delivered to youth placed in private education schools. Services include, but are not limited to:

    a. ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals or at the request of the FCPS/FCCPS staff. Prior approval from the Buyer is required prior to initiation of one-to-one educational support.
    b. OCCUPATIONAL THERAPY: provided individually and/or in a group setting.
    c. PHYSICAL THERAPY: provided individually and/or in a group setting.
    d. SPEECH AND LANGUAGE THERAPIES: provided individually and in a group setting.

10. SECLUSION & RESTRAINT POLICY:

    a. In accordance with FCPS's updated Physical Restraint and Seclusion Policy 26.25.1 (dated 3/10/22), effective as of the 2022-2023 school year, FCPS will no longer enter into contacts with private day or residential schools who utilize seclusion. Students already placed, under contract from FCPS at a private day or residential school that utilizes seclusion may remain in their placement at parent or student request. In accordance with the updated Physical Restraint and Seclusion Policy 26.25.2 (dated 3/27/25), FCPS may refer to private day or residential schools that utilize supine (face up) or other floor restraints as long as parents provide a written acknowledgement that they understand the school utilizes floor restraints and provides consent to the IEP where it is proposed as a school assignment. Prone (face down) restraints continued to be prohibited. Other prohibitions include the following:
        1. Mechanical restraints
        2. Pharmacological restraints
        3. Use of restraint or seclusion in any manner that is life-threatening, restricts breathing, or restricts blood flow to the brain.
        4. Prone (face down) restraints

SAMPLE

5. Physical restrain as (a) punishment or discipline; (b) a means of coercion or retaliation; (c) a convenience; (d) to prevent property damage
6. Restraint or seclusion when medically or psychologically contraindicated as stated in documentation provided to FCPS by the IEP team or by a licensed physician, psychologist, or other qualified health professional under the scope of the professional's authority.

b. FCCPS Policy JM shall apply to FCCPS students placed by CPMT and/or DFS.
c. Private schools will follow the required documentation of physical restraint or seclusion outlined in the Regulations Governing the Operation of Private Schools for Students with Disabilities and regulation 8VAC20-671-660. These written reports will be made available to parents/guardians and to the LEA within two business days of the occurrence and will include the following information about the incident:
    1.date,
    2.time,
    3.staff involved,
    4.justification for the physical restraint or seclusion,
    5.behavior antecedents,
    6.less restrictive interventions that were unsuccessfully attempted prior to using physical restraint or seclusion,
    7.duration,
    8.description of method or methods of physical restraint techniques used,
    9.signature of the person completing the report and date,
    10. reviewer's signature and date.
d. Additionally, under FCPS policy, an IEP meeting is required within ten business days of the first incident of restraint or seclusion, annually.

11. PAYMENTS:

    a. In the event that a student is placed with the Provider for a period which is less than the full school year, the amount to be paid shall be prorated on the basis of the number of school days the student actually received educational services from the Provider compared with the total number of school days in the school year.
    b. All Special Education Related Services must be included in the daily tuition rate or detailed on the rate sheet.
    c. Instruction and related services will be provided in person by the Provider unless approved in writing by the FCPS/FCCPS specialist. Any exceptions will be short-term and limited in scope in accordance with IEP documentation.

12. WITHDRAWAL/TERMINATION OF ENROLLMENT: School divisions are, by federal and state statute, responsible and liable for the provision of all of the services and placement in a consented IEP. In order to provide a successful transition and appropriate receiving program, when possible, any anticipated change in the student's placement needs to be discussed with the Provider, the FCPS/FCCPS specialist, case manager, the parents and/or legal guardian and the student, if appropriate, well in advance of any changes.

SAMPLE

a. In the event that a child poses an imminent safety risk to him/herself, staff, or other children, the Provider may request immediate termination of services and removal from the program. The private provider will contact the case manager and his/her supervisor as soon as possible and within 1 business day following a dangerous incident (per the APOS paragraph 9. SERIOUS INCIDENT REPORTING) and that decision regarding placement discharge/termination of enrollment is pending.
b. Buyer will respond within 24 hours to gather information and schedule a meeting with appropriate stakeholders within a reasonable timeframe. The purpose of the meeting is to review the current service plan and placement recommendations in a joint, team-based decision-making process regarding how to best meet the child's needs while maintaining safety for others. If it is determined that modifications to current placement cannot result in a positive outcome, alternative placement will be employed immediately. If it is determined that the child is posing an imminent danger to others, School Buyer Representative will, together with the Provider, utilize disciplinary or other administrative or judicial action to maintain safety

13. NOTICE:

a. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for **FCPS** referred students to: **Fairfax County Public Schools, Multi-Agency Services Section, Department of Student Services and Special Education, 8270 Willow Oaks Corporate Drive, 2nd Floor, Fairfax 22031.**
b. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for **FCCPS** referred students to: **Falls Church City Public Schools, Office of Special Education and Student Services, 150 South Washington Street, Suite 400, Falls Church, VA 22046.**
c. Notices required of the Buyer to be sent pursuant to this Addendum A will be sent in accordance with Paragraph 34 of the Agreement for Purchase of Services.
d. Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.

14. NON-EDUCATIONAL EXPENSES: The Provider agrees to contract separately with the parent or legal guardian of each student for those non-educational expenses to be provided for each student. Non-educational expenses include, but are not limited to, those incurred for personal allowances, medical care including dental care, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips.

15. APPEARANCES: It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family Resource team meetings and Family Partnership Meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court. Except for IEP meetings, the provider may bill for the staff and/or subcontractor's time at an agreed upon hourly rate as stated on the rate sheet.

16. VIRGINIA DEPARTMENT OF EDUCATION REPORTING REQUIREMENTS: The Provider

SAMPLE

shall comply with Virginia Department of Education (VDOE) reporting requirements, including the submission of documentation requested for the VDOE Master Schedule Collection Report requirements outlined here: **https://www.doe.virginia.gov/info_management/data_collection/master_schedule_collection/index.shtml.** Based on current VDOE Master Schedule Collection Report requirements, the Provider will submit documentation of the following information:

a. The number of teachers who are not fully endorsed in the content that they are teaching;
b. The number of teachers who have less than one year of classroom experience;
c. The number of teachers who are provisionally licensed
d. The type of academic credentials attained by each teacher and in what subjects;
e. The number of career and technical education credentials conferred by each school on its graduating students in each of the three prior academic years.

IN WITNESS THEREOF the parties have caused this Addendum to be executed by officials hereunto duly authorized.

Authorized Representative of Provider	CSA Program Director
Title	Date
Date	

SAMPLE