

**Sample Memorandum of Understanding (MOU):
All Special Education Services
Provided by the Center**

This is a sample MOU provided as an example of how an educational service cooperative and a center may work together to provide services to IDEA-eligible children currently in EIDT centers in the State of Arkansas.

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MEMORANDUM OF UNDERSTANDING
Between
Scoob E. Doo Education Service Cooperative
And
Mysteries Inc. Exceptional School

The Scoob E. Doo Education Service Cooperative (SEDESC) and the Mysteries Inc. Exceptional School (MIES), 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 enrollment in Kindergarten, identified as eligible under IDEA, enrolled in and attending MIES. MIES provides services for children eligible under IDEA, in Shaggy, Velma, Daphne, and Fred counties. MIES services are provided year-round in these participating counties.

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, in-service training, coordinated child find efforts, cooperative resource libraries, contracted services, and exchange of services appropriate to local situations;
- D. Communication among the parties must occur to ensure that children with disabilities receive the services necessary for the provision of FAPE, to which they are entitled;
- E. Written procedures must be established to ensure the implementation of this Agreement; and
- F. The sharing of information necessary to provide all required services to students will be done in compliance with the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(b).

II. ROLES AND RESPONSIBILITIES

A. MIES agrees to do the following:

- 1. Provide screenings for all children enrolled in MIES and participate in Child Find activities in collaboration with SEDESC.

2. Immediately notify SEDESC of any child who has, or is suspected of having, a disability under Part B of IDEA.
3. Participate in a multi-disciplinary evaluation of any child suspected of having a disability, based upon criteria set forth in its program guidance documents.
4. Have a representative, who is knowledgeable about the child and services provided by MIES, attend all conferences related to the child's individualized education program (IEP). Conferences will be led and documented by SEDESC. The IEP team shall include additional representatives from MIES as necessary and appropriate.
5. Provide a licensed early childhood special education teacher to provide special education services for IDEA-eligible children when the IEP team determines that such services are necessary.
6. Provide the related services determined necessary by the IEP team for IDEA-eligible children enrolled in MIES, in accordance with each child's IEP. Services outlined in the IEP must be provided to ensure FAPE. MIES must not discontinue or decrease the amount of any service required by a child's IEP. MIES may provide extra services as deemed appropriate based on medical necessity. Services provided in addition to those required by the IEP shall be documented in a treatment plan or other similar plan.
7. Provide Extended School Year (ESY) early childhood special education services deemed necessary by the IEP team.
8. 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. *[Parties should include detail regarding how and when the provider will make up the services].*
9. Notify SEDESC within 48 hours in the event a MIES service provider's employment or contract is terminated.
10. Provide *[weekly/monthly]* progress notes for all early childhood special education services provided to children with an IEP in its center. Progress notes must be submitted *[#]* days after the end of the *[week/month]* in which services were provided.
11. Notify SEDESC within *[#]* days of obtaining knowledge that a child has a change of address.
12. Allow SEDESC staff access to students at the center to oversee the provision of special education services as necessary to ensure FAPE.
13. Ensure that all special education teachers and related service providers are licensed, credentialed, and legally authorized to provide services in the State of Arkansas.
14. Ensure all special education teachers and related service providers have completed all necessary background checks.
15. Ensure that all service providers have the necessary insurance required for the performance of expected job duties.
16. Evaluate the job performance of special education teachers and related service providers employed by MIES per the MIES policies and procedures, and provide performance reviews to SEDESC annually.
[include any other requirements for center personnel]

B. SEDESC agrees to do the following:

1. Ensure the provision of procedural safeguards and due process for any IDEA-eligible child enrolled in MIES.
2. Ensure that a MIES representative is invited to attend and participate in all meetings regarding the IEP of any IDEA-eligible child receiving early childhood special education services from MIES, and that the MIES representative receives appropriate documentation throughout the process of referral, evaluation, and/or placement of children enrolled in MIES.
3. Accept referrals from MIES when a child enrolled in MIES is suspected of having a qualifying disability and follow the referral process in compliance with IDEA and its implementing regulations.
4. Consider MIES as a potential placement option among the full continuum of placement options for delivery of FAPE for IDEA-eligible children when appropriate.
5. Hold an IEP conference to transition any IDEA-eligible child from early childhood special education services to the Kindergarten program in the school district in which the child resides.
6. Maintain and submit to the Arkansas Department of Education (ADE), a separate count of IDEA-eligible children served by MIES.
7. Ensure SEDESC staff serving children in MIES have completed a background check and comply with applicable Department of Human Services requirements. Documentation will be made available to MIES by SEDESC upon request.
8. Monitor MIES to ensure implementation of IEPs for the provision of FAPE in accordance with IDEA. All special education services provided to the child will be documented in the IEP and the responsible agency specified.
9. Make resources, training, and technical assistance available to MIES personnel involved in the education of IDEA-eligible children with disabilities.

III. FINANCIAL RESPONSIBILITIES

- A. MIES will be responsible for any Medicaid billing and reimbursement for related services provided to children with an IEP, including the payment of match funds.
- B. SEDESC will be responsible for providing payment for early childhood special education services in the amount of \$[AMOUNT] per [hour/day/week/child].
[include any other requirements regarding invoicing, child count, or reporting responsibilities for both parties]

IV. EFFECTIVE DATE, CHANGES, LIFE OF THIS AGREEMENT

- A. This Agreement is effective [DATE] 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.
- C. This Agreement may be terminated by either party upon [ninety (90)] days written notice to the other party, to allow sufficient time for the transition of necessary services and documentation without denying FAPE to IDEA-eligible students.

V. CONFIDENTIALITY OF STUDENT RECORDS

- A. The SEDESC is an educational agency 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. MIES is a covered entity subject to the federal Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191.
- C. Both parties agree to comply with the applicable confidentiality and security requirements of FERPA and HIPAA with respect to student education records and student medical records as defined in law.
- D. In order to comply with the confidentiality requirements of FERPA and HIPAA, SEDESC shall obtain written parental consent for the sharing of information between SEDESC and MIES.
- E. With parental consent, SEDESC and MIES will exchange all relevant information and records necessary to provide FAPE to IDEA-eligible children enrolled in MIES.

VI. SIGNATURES OF PARTIES

Mysteries Inc. Exceptional School:

Fred Jones, Director

Date

Daphne Blake, Assistant Director

Date

Scoob E. Doo Education Service Cooperative:

Velma Dinkley, Director

Date

Shaggy Rogers, Assistant Director

Date