

Sample Memorandum of Understanding (MOU): Special Education Services Provided by Both Parties

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
Charl E. Brown Education Service Cooperative
And
Pineville Exceptional School

The Charl E. Brown Education Service Cooperative (CEBESC) and the Pineville Exceptional School (PES), 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 PES. PES provides services for children eligible under IDEA, in Lucy, Linus, Patty, and Snoopy counties. PES 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. PES agrees to do the following:

- 1. Provide screenings for all children enrolled in PES 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 PES, 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 PES 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 PES, in accordance with each child's IEP. Services outlined in the IEP must be provided to ensure FAPE. PES must not discontinue or decrease the amount of any service required by a child's IEP. PES 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 PES 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. Provide a reasonable space and access by the CEBESC special education teacher to children as necessary to provide special education in accordance with a child's IEP.
14. Ensure that all related service providers are licensed, credentialed, and legally authorized to provide services in the State of Arkansas.
15. Ensure all related service providers have completed all necessary background checks.
16. Ensure that all service providers have the necessary insurance required for the performance of expected job duties.
17. Evaluate the job performance of related service providers employed by PES per the PES 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 PES.
2. Ensure that a PES 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 PES, and that the PES representative receives appropriate documentation throughout the process of referral, evaluation, and/or placement of children enrolled in PES.
3. Accept referrals from PES when a child enrolled in PES is suspected of having a qualifying disability and follow the referral process in compliance with IDEA and its implementing regulations.
4. Consider PES 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 PES.
7. Employ a special education licensed teacher to provide special education to children enrolled in PES in accordance with a child's IEP. This includes any ESY special education determined necessary by the IEP team.
8. Ensure SEDESC staff serving children in PES have completed a background check and comply with applicable Department of Human Services requirements. Documentation will be made available to PES by SEDESC upon request.
9. Monitor PES 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.
10. Make resources, training, and technical assistance available to PES personnel involved in the education of IDEA-eligible children with disabilities.

III. FINANCIAL RESPONSIBILITIES

- A. PES 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. PES 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 PES.
- E. With parental consent, SEDESC and PES will exchange all relevant information and records necessary to provide FAPE to IDEA-eligible children enrolled in PES.

VI. SIGNATURES OF PARTIES

Pineville Exceptional School:

Peppermint Patty, Director

Date

Lucy Van Pelt, Assistant Director

Date

Charl E. Brown Education Service Cooperative:

Charl E. Brown, Director

Date

Sally Brown, Assistant Director

Date