

**Sample Memorandum of Understanding (MOU):  
Between a Co-op and a School District Where  
all Special Education Services  
Provided by the Co-op**

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

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Scoob E. Doo Education Service Cooperative**  
**and**  
**Crystal Cove School District**

The Scoob E. Doo Education Service Cooperative (SEDESC) and the Crystal Cove School District (CCSD), 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. CCSD 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 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 and supports necessary for the provision of FAPE, to which they are entitled
- E. Written procedures must 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. CCSD 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. Monitor SEDESC's 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 SEDESC and immediately notify SEDESC of any child suspected of having a disability and in need of special education services
- 4. Make resources, training, and technical assistance available to SEDESC personnel involved in the education of IDEA-eligible children with disabilities.

### **B. SEDESC agrees to do the following:**

- 1. Routinely update CCSD on new referrals for children who are suspected of having a disability under Part B of IDEA

2. Routinely update CCSD when children are newly identified as having a disability under Part B of IDEA
3. Accept referrals on behalf of CCSD for children living within CCSD 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 CCSD and participate in child find activities in partnership with CCSD
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 SEDESC on behalf of CCSD
7. Provide the special education and related services determined necessary by the IEP team for IDEA-eligible children enrolled in CCSD
8. Hold an IEP conference to transition 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 SEDESC, attend conferences related to the child's individualized education program (IEP)
  - a. Conferences will be led and documented by SEDESC.
11. Ensure that a CCSD representative is invited to attend and participate in meetings regarding the IEP of any IDEA-eligible child receiving early childhood special education services enrolled in CCSD, 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 CCSD within 48 hours in the event an SEDESC service provider's employment or contract is terminated
14. Provide *[weekly/monthly]* progress notes for all early childhood special education services provided to children with an IEP enrolled in CCSD
15. Submit related service progress notes (#) days after the end of the *[week/month]* in which services were provided *[in the event that the District is submitting Medicaid billing]*.
16. Notify CCSD within (#) days of notification that a child has a change of address, phone number, or custodial supervision.
17. 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.
18. Make resources, training, and technical assistance available to CCSD personnel involved in the education of IDEA-eligible children with disabilities
19. Evaluate the job performance of special education providers employed by SEDESC per the SEDESC policies and procedures *[Include any other requirements for center personnel]*

### **III. FINANCIAL RESPONSIBILITIES** *[Parties should choose the option that works best for their area.]*

#### **Option 1**

- A. SEDESC will be responsible for submitting all required Medicaid billing documentation to CCSD for related services provided to children with an IEP *[specify dates to be submitted]*.
- A. CCSD will be responsible for all Medicaid billing and reimbursement for related services provided to children with an IEP by SEDESC on behalf of CCSD.
- B. CCSD will be responsible for providing payment for related services to SEDESC in the amount of \$[AMOUNT] per *[hour/child/day/month/week/year]*.

**Option 2**

- A. SEDESC will be responsible for all Medicaid billing and reimbursement for related services provided to children with an IEP residing in CCSD by SEDESC on behalf of CCSD.

**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. 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. CCSD and SEDESC will exchange all relevant information and records necessary to provide FAPE to IDEA-eligible children enrolled in CCSD.

**Crystal Cove School District Signatures:**

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Fred Jones, Director

Date

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Daphne Blake, Assistant Director

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Date

**Scoob E. Doo Education Service Cooperative Signatures:**

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Velma Dinkley, Director

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Date

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Shaggy Rogers, Assistant Director

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Date