

**Sample Memorandum of Understanding (MOU)
Between Public School Districts and Juvenile Detention Centers**

This is a sample Memorandum of Understanding developed as one example of how a Public School District and Juvenile Detention Center could work together to provide services to IDEA-eligible children confined in Juvenile Detention Centers in the State of Arkansas.

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered on this ___ day of (month, year), by and between Solo School District, Han, Arkansas (District) and the Skywalker County Juvenile Detention Center (JDC).

The purpose of this MOU is to set forth each party's responsibility with regard to ensuring the provision of a free appropriate public education (FAPE) in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its implementing regulations.

1. Principles

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

- a. The aforementioned parties have a common and concurrent interest in providing FAPE to children and youth with disabilities in the JDCs.
- b. All parties recognize that the DESE has general supervisory responsibility under federal and state statutes for ensuring that all public agencies providing education to children and youth with disabilities comply with the provisions of IDEA.
- c. All parties recognize that state funds to cover the costs associated with the education of students in JDCs are provided by the Arkansas General Assembly and distributed by the DESE from an appropriation designated for the educational costs associated with students in residential placements, including JDCs. Such funds are disbursed to the local education agency (LEA) where the JDC is located. Funding is intended to cover items including, without limitation, salaries and fringe benefits of teachers and paraprofessionals, related services and other services which are reasonably designed to bestow education benefits on individual students. These funds cannot be used for costs associated with the JDC's maintenance and operation.

- d. All parties agree that during the pendency of a final resolution to any interagency disputes involving the district and the JDC, there will be no delay in the provision of FAPE to students with disabilities.
- e. This MOU is in no way intended to modify other responsibilities or authority delegated to the parties by state or federal statutes, regulations, or policies.
- f. All parties agree to adhere to the rules set forth in “Section 18.07 Juvenile Detention Facilities” of the regulatory document, *Special Education and Related Services: Procedural Requirements and Program Standards*.

2. Provision of Services

- a. The District and the JDC will jointly plan and develop the educational program that will be delivered in the JDC including, without limitation, the curriculum content; the educational materials and supplies needed; the implementation of the IEP including service delivery options; the type(s) of related services needed (or projected to be needed), and the staffing.
 - i. The District will employ the special education teacher(s) providing special education services at the JDC.
 - ii. The District will contract for the provision of services with the Vader Therapy Services including, without limitation: Occupational Therapy, Physical Therapy, and Speech Therapy.
 - iii. The District will employ or contract with a clinician responsible for conducting necessary education evaluations for students detained at the JDC.
 - iv. The JDC will provide an itemized list of monthly expenditures to the district to determine funds needed to operate.
 - v. The district will ensure the instruction provided at the JDC is based on Arkansas standards.

3. Educational Process

- a. The JDC will notify the District within 3 days of a student's relocation to the JDC.
- b. The District will update eSchool coding and all appropriate reporting requirements.
- c. The District will request IEP paperwork from the student's resident school district.
- d. The JDC will notify the District within 3 days of the student's release from the JDC.
- e. The District will forward grades/credits earned to the student's respective institution.
- f. The JDC will provide the District with a monthly attendance record for each student in the JDC.

4. Child Find Procedures

The District will provide training to JDC personnel on the identification, location, and evaluation of students suspected of having a disability. JDC staff shall be trained on factors that might lead to the suspicion that a student has a disability and is in need of special education and related services.

5. Discipline

When possible, the JDC should avoid using denial of access to educational services as a disciplinary measure for violations of behavior codes established in the JDC. If a student's removal from the classroom is necessary for the safety and well-being of the student himself/herself or others present in the JDC, the JDC may restrict the student from participating within the classroom setting. **However**, when a student with disabilities is denied access to special education and related services for disciplinary purposes, the JDC must adhere to the IDEA

regulatory requirements set forth at 34 CFR 300.530 through 300.536 and the *Special Education and Related Services: Procedural Requirements and Program Standards* regarding the provision of FAPE to students with disabilities during disciplinary removals.

6. Professional Development

All parties agree that teachers providing educational services in the JDC will participate in at least the minimum clock hours of professional development activities required by the Arkansas Department of Education each year including any training needed to support individual students' disability-related needs or general special education topics.

7. Miscellaneous Provisions

- a. This agreement shall become effective upon signature of all parties to the agreement.
- b. Changes may be made only in the form of amendments that both parties must approve by signature.
- c. This MOU constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements related to this matter.

Executed by authorized representatives of the parties on the dates set forth below.

(School District Name)

By: _____

Title: _____

(JDC Name)

By: _____

Title: _____