

# Mountain Board Of Cooperative Educational Services

## MEMORANDUM OF UNDERSTANDING OPERATING AGREEMENT SPECIAL EDUCATION PROGRAMS AND PROCESSES

June 30, 2018

DRAFT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into with an effective date of July 1, 2018, by and between the Mountain Board of Cooperative Educational Services (“Mountain BOCES”) and each of the Mountain BOCES member school districts listed in section A-2 below.

IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties agree as follows:

### A. **Basic Premise and Involved Parties**

The philosophical basis for the development of this MOU is the collaborative, cooperative framework of the Tiered Services Model instituted by Mountain BOCES and its member districts in 2010 (see the Addendum for a detailed outline of the Tiered Services Model). The purpose of this MOU is to empower local district decision making within the State of Colorado’s Administrative Unit structure.

1. The following school districts are members of Mountain BOCES: Buena Vista School District R-31, Lake County School District R-1, Park County School District Re-2, Salida School District R-32-J. The listed member school districts are collectively designated herein as the “Districts,” and the provisions hereof apply to all equally.
2. For the geographical area served by the Districts, Mountain BOCES is designated as the Administrative Unit (AU) by the Colorado Department of Education (CDE) and is ultimately responsible for implementation of the Individuals with Disabilities

Education Act, also referred to as IDEA of 2004 (“IDEA”), and the Colorado Exceptional Children’s Education Act (“ECEA”). The Mountain BOCES Director(s) of Special Education is legally responsible for and has legal authority regarding the special education functions within the Districts.

3. Through ECEA Rule 3.01(5)(a)(i), CDE requires Mountain BOCES and the Districts to enter into agreements describing the special education programs, services, and financial commitments of all parties.

**B. Mountain BOCES Responsibilities**

Mountain BOCES is the AU responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Districts. Accordingly, the Director(s) of Special Education for Mountain BOCES will:

1. Establish and maintain a communication system to keep District special education administrators apprised of state and federal communications and related special education matters
2. Provide guidance to the Districts regarding the administration and provision of all special education programs and services in order to ensure compliance with state and federal law
3. Work with the Mountain BOCES staff and Board of Directors, in consultation with the District Superintendents, to determine the Universal Services provided by Mountain BOCES to all districts each year
4. Assist Districts with Child Find and the provision of special education and related services within charter schools authorized by any District
5. Work with Districts to develop Part C Child Find MOUs between Districts and the appropriate Community Center Board (CCB)

6. Upon request, provide information, advice, and assistance regarding matters pertaining to the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973 (504)
7. Assist Districts with assuring that staff who serve children at both the District and AU levels are adequately licensed (fully qualified and highly qualified), including the review of District and Mountain BOCES staff credentials as part of any required data submission
8. Notify District and Mountain BOCES staff of professional development opportunities available locally and nationally regarding special education topics as Mountain BOCES becomes informed
9. Work with local special education administrators to provide topic specific trainings for member District personnel
10. Support Districts with the staffing allocation process in each District and assure that it aligns with the Mountain BOCES identified process per the requirements of the CDE Comprehensive Plan
11. Work with each District to periodically evaluate special education programs and services provided in that District, per the requirements of the CDE Comprehensive Plan
12. Serve as the Office of Record for all special education records, maintain the official copies, and ensure all IEPs and records are maintained and secured and are compliant under state and federal law
13. Regularly evaluate data collection and storage systems to improve effectiveness
14. Collect data required by state and federal governments from the Districts and submit that data to the state and federal agencies in a timely manner

15. Work with Districts to monitor referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities in the Districts
16. Provide District Superintendents, District special education administrators, and Mountain BOCES Board of Directors with a summary of and feedback on District level data
17. Work with Districts to understand and assure Maintenance of Effort (MOE) as required under federal regulations (see Section F Fiscal Responsibilities)
18. In the event of a disagreement as to the interpretation of a particular legal statute or regulation concerning the education of students with disabilities, representatives of Mountain BOCES and the particular District will confer and develop a mutually agreeable interpretation; if no mutually agreeable solution presents itself, all member Districts will work to identify a course of action.

**C. District Responsibilities**

Districts will provide special education and related services to students who are eligible for special education under IDEA. Accordingly, Districts will align practices with requirements of federal and state law and regulations concerning the education of children with disabilities, as well as with the Mountain BOCES Special Education Manual and Comprehensive Plan. To ensure this alignment with Mountain BOCES, Districts will:

1. Use the Mountain BOCES website, [www.mtnboces.org](http://www.mtnboces.org), as a point of reference for information needed to maintain coordinated implementation of services
2. In the context of Section D of the MOU, work with the support of Mountain BOCES in the administration and provision of all special education programs and services to ensure adequate staff and support for students with special needs.

3. With the support of Mountain BOCES, manage Child Find and special education service provision in schools that have been **chartered** by the District as addressed in the individual district/charter school contract and MOU, including Child Find requests, special education services, evaluation of programming, staff qualifications, and staffing patterns
4. Implement the Part C Child Find MOU as it pertains to Part C Child Find evaluations and the transition of students from Part C to Part B services
5. Provide special accommodations under Section 504 of the Rehabilitation Act of 1973 (504) and the Americans with Disabilities Act (ADA), including but not limited to the development and implementation of a formal 504 Plan for any student who is eligible and requires such a plan.
6. Work with Mountain BOCES to periodically evaluate special education programs and services provided in the District, per the requirements of the CDE Comprehensive Plan
7. Work with Mountain BOCES to periodically review the staffing allocation process in the District and assure that it aligns with the Mountain BOCES identified process per the requirements of the CDE Comprehensive Plan
8. Hire, supervise, and evaluate adequately licensed (highly qualified and fully qualified) staff who serve children at the District level
9. Provide input into the performance appraisals of Mountain BOCES staff working in the District
10. Use the IEP system to provide Mountain BOCES with official copies of each Individualized Education Plan (“IEP”) pertaining to each eligible student enrolled in the District in a timely manner as required by state and federal law

11. Participate in the Mountain BOCES-wide process established for protecting privacy of student records when transferred to Mountain BOCES via electronic medium and properly maintain and protect the privacy of student records in District possession
12. By the deadline established in the Tiered Service Model (see Addendum), provide written notice of intent to change participation in any Mountain BOCES program or contract service for the following school year
14. Demonstrate Maintenance of Effort (MOE) as required under federal regulations and supply Mountain BOCES with all needed documentation for MOE (see Section F Fiscal Responsibilities)

**D. Responsibilities Regarding Concerns and Complaints**

Mountain BOCES will:

1. Inform the District special education administrator within one business day of any state filing against Mountain BOCES or his/her District
2. Inform the District special education administrator within one business day of any parental complaint to CDE or Mountain BOCES
3. In the event of CDE and or parent contact with Mountain BOCES regarding a district/individual student concern, attempt to contact the local special education administrator and then the district superintendent, if the former is not available. (It is understood the Mountain BOCES personnel must respond within one business day to the contacting party and will, in no case, wait more than one business day to respond to the contacting party.)
4. In general, refer parents to the local district special education administrator for resolution of any complaint or concern

5. Engage the local special education administrator in the resolution of any complaint or concern expressed to Mountain BOCES personnel

Districts will provide notice within one business day to a Mountain BOCES Director of Special Education with full information regarding any state mediation, complaint, or due process filing of which they have first knowledge.

**E. Continuum of Special Education Services**

It is not feasible for Districts, on their own, to offer the full “continuum of services” or to serve students in every disability category and across a wide spectrum of needs. The following provisions describe the manner in which the full continuum of services will be provided within Mountain BOCES Districts to the fullest extent possible:

1. Mountain BOCES is responsible for providing the following “Universal Services” (see the Addendum) to students in the Districts:
  - a. Special Education Administration
  - b. Teachers of students who have visual impairments (TVI)
  - c. Specialized materials and equipment for students who have visual impairments
  - d. An Orientation and Mobility Specialist for students who have visual impairments
  - e. Teachers of students who are deaf or hard of hearing
  - f. Specialized materials and equipment for students who are deaf or hard of hearing
  - g. Educational Audiologist
  - h. Special Education Student Records, Data, and Reporting
  - i. Educational Resources and Equipment Center (EREC)
2. Districts are responsible for providing adequate licensed and endorsed special education teacher(s) to serve students in each building.

3. Districts may employ additional specialists and/or paraprofessional support to serve the specific needs of students.
4. Districts will work to provide certified educational interpreters for students who are deaf or hard of hearing when the need for classroom sign language support is determined.
5. Mountain BOCES will assist with the identification of outside consultation services in special situations. The individual District will cover the cost of the services.
6. When a District determines it cannot provide a Free Appropriate Public Education (FAPE) internally for any student, outside placement will be utilized—such as enrollment in a neighboring district, specialized program, or facility. Mountain BOCES will provide consultation and assistance with accessing such services. The cost of any out-of-District placement will be borne by the individual District.
7. Mountain BOCES will support and facilitate the development of additional program services to address the needs of specific groups of students through a collaborative model.

**F. Fiscal Responsibilities**

In order to empower districts with the capacity to make effective decisions within the context of their community, Mountain BOCES has determined, through the implementation of the Tiered Services Model, that the state and federal flow through money which Mountain BOCES receives to support the implementation of the special education program (IDEA Part B, IDEA Preschool, ECEA Tiers A and B) will be proportionately allocated to each member district. In doing so, Mountain BOCES and the member districts understand that this increases the complexity involved in managing and tracking the appropriate use of funds, and places an additional burden of responsibility



on districts to follow all fiscal practices. Mountain BOCES reserves the right, in rare situations, to withhold funds from a District.

Mountain BOCES will:

1. Provide districts with specific fiscal information regarding the tiered services options each year (Universal, Contract and Program Services) through the budget process
2. Upon receipt of appropriate documentation, flow through to districts the IDEA and ECEA funds allocated to Mountain BOCES
3. Not retain funds for defense of filings against any district or Mountain BOCES as the AU.
4. Provide certification of Maintenance Of Effort (MOE) for Mountain BOCES
5. Maintain all records required for the Federal Audit
6. Submit all state and federal reports as required by the Colorado Department of Education (CDE), including eligible staff funded with federal funds
7. Work to educate district personnel on the fiscal and human resource expectations tied to the funding reporting requirements

Each District will:

1. Annually determine its need for and participation in Mountain BOCES Universal, Contract, and Program Services
2. Upon invoice from Mountain BOCES, remit special education service costs for Universal, Program, and Contract Services chosen by the district
3. Assume responsibility for the required reporting elements tied to the IDEA and ECEA funds they receive through Mountain BOCES

4. Provide Mountain BOCES with its individual district documentation for MOE certification
5. Provide Mountain BOCES single assurance OR time-and-effort log documentation for all federally funded staff positions
6. Assure that all staff members engaged in services to children with special needs are adequately and appropriately licensed for the position for which Mountain BOCES is reporting them on all state and federal reports

**G. Responsibility to Defend**

Mountain BOCES partners with member Districts to minimize the filings of due process, State level complaints, and Office of Civil Rights complaints. In the event that a legal action is taken against the AU, Mountain BOCES will lead the defense in partnership with the impacted District(s) and take the lead in providing the response. In the event of such legal proceeding, the District shall give its full cooperation to and follow the advice and instructions of the Mountain BOCES Director of Special Education and assigned defense counsel throughout the course of such proceeding. In the event that the filing is against an individual district, that district will take the lead in providing the response.

As outlined in the Fiscal Responsibility section above, Mountain BOCES does not retain funds from either IDEA or ECEA or collect funds from districts for defense of filings against Mountain BOCES. As determined by the Mountain BOCES Board of Directors, the District will be responsible for any legal expense related to legal action caused by a District employee, either through error or omission, applying appropriate insurance and other liability protections

1. If it is determined that the award or damages resulted from a decision made by Mountain BOCES or the act or directive of a Mountain BOCES employee, then Mountain BOCES will bear the consequences
2. If it is determined that the award or damages resulted from a decision made by the particular District or the act or directive of a District employee, then the District will bear the consequences.
3. If Mountain BOCES and the district personnel share responsibility for the decisions or actions that result in a violation, the consequences will be shared on a proportionate basis.

## **ADDENDUM**

### **Tiered Services Model**

In order to increase overall effectiveness and accountability and to empower decision making at the district level, Mountain BOCES has developed a Tiered Services Model that offers member school districts a variety of options from which to choose the programs and services that best suit their needs.

**Administrative Services** involve governance and management of Mountain BOCES, excluding costs for programs and services.

**Universal Services** are those identified by the Owners and determined by the Board of Directors as necessary or desirable for use by all member districts. They are funded through a proportionate share model.

**Contract Services** are also voluntary services through which districts can contract for specialized personnel, for whose services districts are billed based on a daily rate for the various positions.

### **Universal Services**

#### **Special Education Operations**

Mountain BOCES receives and distributes state and federal special education funds. It is also responsible for all student reporting and communication with the Colorado Department of Education. Mountain BOCES is the primary training source for special education teachers and service providers. It also serves as an administrative unit, helping districts comply with applicable federal and state laws. Mountain BOCES employs a Director(s) of Special Education who is responsible for compliance on State Performance Plan Indicators, direct and indirect supervision of special education providers, and leadership on special education issues.

#### **Education of Students with Hearing and/or Vision Impairments**

Mountain BOCES employs specialized teachers for students who have vision and/or hearing impairments. Mountain BOCES also provides audiological services for assessment of hearing loss.

#### **Administration of Gifted Education**

As the Administrative Unit for its member districts, Mountain BOCES provides leadership and some oversight regarding identification, programming and services for students identified as gifted learners. The Gifted Education Leadership Team consists of representatives from each district and meets regularly to share information and expertise regarding the education of gifted learners.

#### **Induction**

Colorado requires that all licensed educators successfully complete an induction program prior to being issued a Professional License. Mountain BOCES hosts an induction program for teachers and special service providers, as well as for administrators, including principals and

special education directors.

### **Alternative Licensure**

In order to develop an outstanding pool of professionals for its member school districts, Mountain BOCES offers an Alternative License Program for general education teachers and principals. This program expands professional opportunities for staff working in rural areas, for qualified minority applicants, and for staff who can teach content areas for which recruitment is difficult, such as mathematics and science.

### **Educational Resource and Equipment Center (EREC)**

EREC coordinates cooperative purchases and distribution of media materials, technology, equipment, testing materials, and other commodities or services to district and Mountain BOCES staff serving our four member districts.

## **Contract Services**

### **Assistive Technology Support**

The Assistive Technology Specialist assists Mountain BOCES and district employees with the assessment, distribution, training, and evaluation required to provide students with the technologies they need to succeed in school and in life.

### **Occupational Therapy**

School-based Occupational Therapists assess and evaluate students' strengths, needs, and recommended services. They provide direct and indirect therapy and train and consult with educators and family members regarding adaptations and modifications that facilitate student progress and success.

### **School Psychology**

School psychologists identify students with disabilities and exceptional learning needs. They also support teachers, provide counseling to students, and develop behavior plans.

### **Speech and Language Therapies**

Speech Language Pathologists assess and identify communication disabilities and provide individual and group therapy and services to students who face challenges in this area. They also train and consult with educators and family members to facilitate student progress and success.

### **Special Education Secretaries**

Special Education Secretaries assist district directors of special education and special education providers with processing Individualized Education Plan (IEP) paperwork and providing the best possible special education services.

This Memorandum of Understanding is deemed effective as of the date below.

SIGNED BY THE PARTIES on this date: \_\_\_\_\_

Buena Vista School District R-31

\_\_\_\_\_  
School District and Number

By:

\_\_\_\_\_  
District Board of Education President (name printed)                      Signature

By:

\_\_\_\_\_  
District Superintendent (name printed)    Signature

By:

\_\_\_\_\_  
School District Special Education Administrator (name printed)  
Signature

This Memorandum of Understanding is deemed effective as of the date below.

SIGNED BY THE PARTIES on this date: \_\_\_\_\_

Lake County School District R-1

\_\_\_\_\_  
School District and Number

By:

\_\_\_\_\_  
District Board of Education President (name printed)                      Signature

By:

\_\_\_\_\_  
District Superintendent (name printed)    Signature

By:

\_\_\_\_\_  
School District Special Education Administrator (name printed)  
Signature

This Memorandum of Understanding is deemed effective as of the date below.

SIGNED BY THE PARTIES on this date: \_\_\_\_\_

Park County School District Re-2

\_\_\_\_\_  
School District and Number

By:

\_\_\_\_\_  
District Board of Education President (name printed)

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
District Superintendent (name printed)

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
School District Special Education Administrator (name printed)  
Signature



This Memorandum of Understanding is deemed effective as of the date below.

SIGNED BY THE PARTIES on this date: \_\_\_\_\_

Salida School District R-32-J

\_\_\_\_\_  
School District and Number

By:

\_\_\_\_\_  
District Board of Education President (name printed)                      Signature

By:

\_\_\_\_\_  
District Superintendent (name printed)                                      Signature

By:

\_\_\_\_\_  
School District Special Education Administrator (name printed)                      Signature

This Memorandum of Understanding is deemed effective as of the date below.

SIGNED BY THE PARTIES on this date: \_\_\_\_\_

Mountain Board of Cooperative Educational Services

\_\_\_\_\_  
Administrative Unit

By:

\_\_\_\_\_  
Mountain BOCES Board of Directors President (name printed)      Signature

By:

\_\_\_\_\_  
Mountain BOCES Executive Director (name printed)                      Signature

By:

\_\_\_\_\_  
Mountain BOCES Director of Special Education                      Signature