

TEMPLATE MEMORANDUM OF UNDERSTANDING
BETWEEN [NAME OF DISTRICT]
AND
[NAME OF CHARTER SCHOOL]

This Memorandum of Understanding (the "Agreement") is entered into as of **INSERT DATE** between **NAME OF NEXUS DISTRICT** (the "District") and **NAME OF CHARTER SCHOOL** (the "Charter School") (each individually a "Party" and collectively, the "Parties").

I. Recitals.

1. The District is a school district existing under the laws of the State of Connecticut.
2. The board of education (the "Board") of the District manages the District.
3. The Charter School is a public charter school existing under the laws of the State of Connecticut and is operated by a board of trustees, independently of the Board.
4. This Agreement is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationships with regard to special education and related services for students who reside in the District and are enrolled in the Charter School.
5. The District is responsible for holding planning and placement team ("PPT") meetings for students with disabilities (collectively "Students with Disabilities;" each such student a "Student with Disabilities") who attend the Charter School and who are residents of the District, in accordance with the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400 et seq. ("IDEA"), and Connecticut General Statutes Section 10-76a et seq., and is responsible for paying the Charter School, on a quarterly basis, an amount equal to the difference between the reasonable cost of educating such students and amounts received by the Charter School to educate such students from state, federal, local, and private sources calculated on a per pupil basis.
6. The Charter School is responsible for ensuring that Students with Disabilities enrolled in the school receive the services mandated in their individualized education programs ("IEPs") whether such services are provided by the Charter School or by the District. The District is responsible for providing the mandated funds to enable the Charter School to meet this obligation.
7. The Parties desire to work collaboratively to ensure high quality services and compliance with the requirements of applicable federal and state law and their accompanying regulations related to the delivery of services to Students with Disabilities attending the Charter School.

II. Terms and Background.

1. This Agreement shall govern the relationship between the District and the Charter School regarding services for Students with Disabilities enrolled in the Charter School during the **SCHOOL YEAR**.
 - a. For the purposes of this Agreement, the term "special education" shall have the meaning set forth in Section 10-76a(4) of the Connecticut General Statutes as amended from time to time.
 - b. For the purposes of this Agreement, the term "related services" shall have the meaning set forth in Section 10-76a(7) of the Connecticut General Statutes and IDEA, as amended from time to time.
2. The duly authorized representative of the Charter School is the **TITLE OF SCHOOL LEADER**, or his/her designee.
 - a. The duly authorized representative of the District is the Superintendent of Schools ("Superintendent"), or his/her designee, or, as appropriate, the Interim Superintendent. The primary contacts for all communication regarding this Agreement and the special education and related services for students with Disabilities for the **SCHOOL YEAR** shall be the **TITLE OF DISTRICT REPRESENTATIVE**.
 - b. During the **SCHOOL YEAR**, but prior to June 1, 202_, the District and the Charter School may mutually agree, in writing, to extend this Agreement for the **SCHOOL YEAR**. The Parties may agree to extend this Agreement for subsequent school years, in writing, by June 1 of the applicable school year.
 - c. This Agreement shall terminate automatically upon closure of the Charter School for any reason. "Closure" means that all legally required closure processes are completed and approved.

III. Allocation of Responsibilities. With respect to the identification and provision of special education and related services to Students with Disabilities, the Parties agree to divide the responsibilities in accordance with applicable law as follows:

1. **Referral Process.** The Charter School agrees to implement a pre-referral process to monitor and guide referrals for special education and related services.
 - a. The Charter School agrees that the pre-referral process and any interventions prior to referrals for special education and related services shall be the responsibility of the Charter School.
 - b. The Charter School agrees to promptly refer students to a PPT in accordance with IDEA and applicable state special education law, including students who have been suspended repeatedly, or whose behavior, including truant behavior, attendance, or progress in school is considered unsatisfactory or at a marginal level of acceptance.
 - c. Upon receipt of a referral from the Charter School, the District agrees to promptly convene a PPT to review the referral in accordance with IDEA and applicable state laws and regulations.
2. **Evaluations.**
 - a. At the referral PPT meeting, the PPT shall determine whether to conduct

evaluations to determine a student's eligibility for special education and related services. If evaluations are recommended, the PPT shall determine the appropriate evaluations to be conducted. All evaluations recommended by the PPT shall be conducted by District personnel or Charter School personnel qualified to complete the recommended evaluations. Charter School special education teachers shall complete recommended academic/achievement evaluations. Parental consent shall be obtained prior to the commencement of any evaluation of a student.

- b. If Charter School staff complete recommended evaluations, such evaluations must be provided to the assigned District contact at least five (5) school days prior to the PPT at which the evaluation will be reviewed.
- c. Re-evaluation assessments are determined by the PPT in conjunction with the related service provider. Parental consent shall be obtained prior to the completion of any re-evaluation of a Student with Disabilities.

3. **PPT Meetings.** The District shall convene PPT meetings and shall invite Charter School representatives to participate in such meetings. The District shall invite participants to participate in PPT meetings by attending in person and/or by dialing-in to the District's dedicated conference phone line or video conference platform from the Charter School and/or another designated location.

- a. PPT meetings shall be convened in accordance with federal and state laws and regulations. Attendance at PPT meetings shall comply with the applicable federal and state requirements, and shall, at a minimum, include a District representative, a Charter School representative, the parent or legal guardian of the Student with Disabilities, a special education teacher of the Student with Disabilities, a regular education teacher of the Student with Disabilities, related services personnel as appropriate, and the Student with Disabilities, if appropriate.
- b. Except for manifestation determination PPTs, which shall be convened and scheduled by the District in accordance with Section III.6 of this Agreement, the District shall use its best efforts to schedule PPT meetings at least two weeks in advance of the PPT, if practicable.
- c. PPT meetings shall be scheduled at a time that is convenient for the District, the parent/legal guardian and the Charter School.
- d. The Charter School shall ensure that progress reports are prepared and shared with the parents/legal guardians in accordance with Students with Disabilities' IEPs.
- e. The District shall ensure that all other special education records of Students with Disabilities, such as evaluations, assessments, and behavior plans, are made available to the Charter School in hard copy in a timely manner.

4. **IEP Development.**

- a. Eligibility determinations, programmatic and placement decisions, and exit determinations shall be made by the PPT. The PPT shall develop the Student with Disabilities' IEP. In the absence of consensus, the PPT shall develop an IEP that offers the Student with Disabilities a FAPE in the least restrictive environment, subject to the provision by the District to parents/guardians of their procedural safeguards under federal and state law, including but not

- limited to prior written notice.
- b. The Charter School shall monitor and provide updates as to the current levels of performance for each IEP; such levels shall be determined using current student assessments, which may include but are not limited to, student portfolios, on-line assessments, state assessments, curriculum-based assessments, behavioral data, attendance, discipline referrals, report cards, written teacher observations, parental reports, IEP of current school year, and quarterly reports by service providers, including regular education teachers.
5. **Writing and Updating IEPs.** The District shall be responsible for writing and updating all IEPs and shall distribute IEPs to all parties, including the parents/legal guardians and the Charter School so long as there is an appropriate release executed by the parents/legal guardians, within the statutory prior written notice period.
 - a. All information concerning the PPT/IEP, including conduct of evaluations and findings of ineligibility, shall be kept in the District's IEP database.
 - b. Charter School administrators shall be provided appropriate privileges to the IEP database for Students with Disabilities attending the Charter School.
 6. **Discipline and Manifestation Determinations.** The Charter School shall immediately, but in no event beyond one (1) school day, inform the District when a Student with Disabilities or a student who may be eligible for special education will be excluded from school in excess of ten (10) consecutive school days or in the event a Student with Disabilities or a student who may be eligible for special education has been excluded from the Charter School for more than ten (10) school days cumulatively during a school year.
 - a. A manifestation determination PPT shall be convened by the District within ten (10) school days after any decision to change the placement of a Student with Disabilities or a student who may be eligible for special education.
 - b. The PPT shall develop behavior plans as appropriate and required by state and federal law. Such behavior plans shall be distributed to the Charter School for implementation.

IV. Service Provision.

1. With regard to special education and/or related services required by Students with Disabilities attending the Charter School, the District shall fund them and/directly provide them, or some combination of both (as outlined in this Agreement). The District shall provide the services of a liaison (Charter School Liaison) who shall serve as the central office liaison to the IEP team in the Charter School. The focus of this position is to ensure compliance with federal, state and local requirements as they relate to identification, IEP development and programming for identified students. The Charter School Liaison will be an employee of the District reporting to the central office special education administrator. .
2. The Charter School special education teacher(s) shall provide the core instructional support for all Students with Disabilities.
3. The Charter School shall be responsible for data collection related to implementation

of IEPs and behavior plans and have access to do so via the District's IEP database.

V. Reimbursement for Special Education and Related Services. The Parties agree that the District shall reimburse the Charter School for all special education and related services required by Students with Disabilities' IEPs, including, but not limited to, special education teachers, transportation services, speech and language therapy services, occupational therapy services, physical therapy services, counseling services, certified behavior analyst services, tutoring services, evaluations, and 1:1 and/or enhanced paraprofessional services, in accordance with the following:

1. For the **SCHOOL YEAR**, the Charter School shall submit a budget projection setting forth the Charter School's anticipated costs to educate and provide for its Students with Disabilities, broken down by service for each Student with Disabilities, based upon the Charter School's expected enrollment of Students with Disabilities for the **SCHOOL YEAR** (the "Budget Projection"). The Parties shall agree on the Budget Projection as soon as possible. The District shall remit payments to the Charter School on or around the following dates: September 30, 202₁; November 15, 202₁; February 15, 202₁ and May 15, 202₁. On or before June 30, 202₁, the parties shall take steps to true up payments to reflect actual costs versus projected costs. Any monies owed by either the District or the Charter School to each other to reflect actual costs shall be paid by July 15, 202₁.
2. In December 202₁, the Charter School shall submit its Budget Projection to the District for the **SCHOOL YEAR**. The Parties shall agree on the Budget Projection no later than May 15, 202₁.
3. Reimbursement and other payment procedures will be implemented by the District's Business Office. The Charter School will register as a vendor with the District and submit quarterly invoices before the payment dates set forth above directly to the District's Business Office. In the event of a dispute regarding an invoice, any undisputed amount contained in the invoice shall be paid by the District on the dates set forth above and the disputed portion shall be handled in accordance with the dispute resolution procedure set forth in Section vi.3 of this Agreement.
4. The Charter School shall be responsible for its daily and monthly attendance accounting.
5. Any special education or related services provided directly by the District to Students with Disabilities attending the Charter School are not a subject of this Agreement and must be the subject of separate negotiation between the parties. Absent any federal or state requirement, the District shall not be required to provide any such services to Students with Disabilities attending the Charter School.

VI. Miscellaneous.

1. Parent/Guardian Complaints and Disputes. Each Party agrees to promptly notify the other Party if it receives any complaints or concerns about the implementation of any Students with Disabilities' IEP, requests for evaluation, additional PPTs, or compensatory education.
2. State and Due Process Complaints. Each Party agrees to promptly notify the other Party if it receives a Connecticut State Department of Education complaint or due process complaint relating to a Student with Disabilities. The Parties agree to consult

and coordinate with each other in order to timely investigate and respond to any such complaint.

3. Other Disputes. The Parties agree to use best efforts to informally resolve any claim, dispute or other matter arising out of this Agreement. In the event that informal attempts at resolution are unsuccessful, the Parties agree to the exclusive jurisdiction of the courts within the State of Connecticut. Unless otherwise agreed in writing, before or during the resolution of a dispute, the Parties shall continue to carry out their respective responsibilities as provided in this Agreement, and the District shall continue to make payments to the Charter School in accordance with this Agreement, except for matters specifically relating to the dispute.
4. In consultation with each other, the District and/or the Charter School may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District and/or the Charter School determines is legally necessary to meet such Party's responsibilities under federal and state law.
5. In the event that the District or the Charter School files a due process complaint on behalf of a Charter School student and/or a Charter School student files a due process complaint against the District and/or the Charter School regarding the student's IEP, the Parties shall use best efforts to cooperate in the defense.
6. At mediation and/or due process hearings, the District's legal counsel shall represent the District and the Charter School may elect to retain its own counsel. In the event that the Charter School determines the need for separate counsel, the Charter School may select such counsel, and shall be responsible for the costs of such legal counsel. If the Parties mutually agree to joint legal representation on any matter, the Parties agree to equally share the cost of such legal expense.
7. Records. The District agrees to arrange for student records, including any records relating to special education services, to be sent promptly to the Charter School upon receiving notice that a student residing in the District has to or enrolled in the Charter School.
8. Section 504 of the Rehabilitation Act of 1973. The Charter School shall be responsible for its compliance with Section 504 of the Rehabilitation Act of 1973.
9. Severability. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
10. Entire Agreement. This represents the full and final agreement between the Charter School and the District, and shall only be modified in writing by the mutual agreement of the Parties.

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INSERT NAME OF DISTRICT

[NAME], [TITLE]
[DATE SIGNED]

INSERT NAME OF SCHOOL

[NAME], [TITLE]
[DATE SIGNED]