

**T.R. Paul Academy of Arts and Knowledge  
aka Northern Colorado Academy of Arts and Knowledge  
4800 Wheaton Drive, Fort Collins, CO 80525**

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Board Meeting Agenda for Thursday, September 28, 2017 at 6:45pm  
Conference Line: 712-432-6100 pin 558-47941

I. OPENING SECTION

A. Call to Order

B. Board Members in attendance: Kilbon ( ) Kornfeld ( ) Manguso ( ) Shapland ( )  
Walser ( )

C. Approval of Agenda

Motion by:

Seconded by:

Kilbon ( ) Kornfeld ( ) Manguso ( ) Shapland ( ) Walser ( )

II. AUDIENCE COMMENTS

III. OLD BUSINESS

A. Special Education Memorandum of Understanding

Motion to approve MOU between TPAAK and CSI regarding the provision and  
funding of special education services.

Motion by:

Seconded by:

Kilbon ( ) Kornfeld ( ) Manguso ( ) Shapland ( ) Walser ( )

IV. CLOSING SECTION

A. Motion to Adjourn

Motion by:

Seconded by:

Kilbon ( ) Kornfeld ( ) Manguso ( ) Shapland ( ) Walser ( )

**Memorandum of Understanding By and Between  
the Colorado Charter School Institute and T.R. Paul Academy of Arts & Knowledge Charter  
School Regarding the Provision and Funding of Special Education Services**

*Whereas*, T.R. Paul Academy of Arts & Knowledge Charter School (the “Charter School”) is a public charter school which is authorized by, and whose charter application was approved by, the Colorado Charter School Institute (“CSI”); and

*Whereas*, the Charter School is required, under applicable law—including the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Exceptional Children’s Educational Act, C.R.S. § 22-20-101, et seq.; the Elementary and Secondary Education Act, 20 U.S.C. § 6301, et seq.; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.—as well as the terms of the Charter Contract in place between the Charter School and CSI, any other applicable state policies, and various CSI policies, to provide special education services to its students as required by those respective authorities; and

*Whereas*, under C.R.S. §§ 22-20-106(b) and 22-30.5-503(3), CSI serves as the Local Educational Agency and Administrative Unit for the charter schools that it authorizes, and whereas the Charter School is, with regard to special education and other matters, a school within that LEA; and

*Whereas*, the Charter School and CSI wish to further describe their respective duties and obligations regarding the provision and funding of special education services at the Charter School through this memorandum of understanding,

NOW, THEREFORE, THE PARTIES DO AGREE AND COVENANT AS FOLLOWS:

**1. Definitions**

“**Charter Contract**” means the contract entered into and between the Charter School and CSI, as the Charter School’s authorizer, pursuant to Article 30.5 of Title 22 of the Colorado Revised Statutes.

“**Charter School**” means the signatory identified in the “Whereas” clauses of this MOU.

“**CSI**” means the signatory identified in the “Whereas” clauses of this MOU.

“**CSI Special Education Manual**” means the monograph titled *CSI Special Education Manual*, published by CSI and made available to its charter schools, as it may be amended from time to time, or its replacement.

“**Handbook**” means the monograph titled *Special Education Onboarding Handbook: A Guide for New CSI Schools and Staff*, published by CSI and made available to its charter schools, as it may be amended from time to time, or its replacement.

“**FAPE**” means Free Appropriate Public Education, as defined in 20 U.S.C. § 1401.

“**IDEA**” means the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq.

“**IEP**” means an Individualized Education Program, as defined in 20 U.S.C. § 1401 and 20 U.S.C. § 1414.

“**LEA**” means Local Education Agency.

“**LRE**” means Least Restrictive Environment, as that term is used in 20 U.S.C. § 1412.

“**MOU**” means this Memorandum of Understanding between the Parties.

“**Parties**” means, collectively, CSI and the Charter School.

“**Program Plan**” means the special education program plan submitted to and approved by CSI at the inception of the Charter School, together with any subsequent modifications made in accordance with CSI’s policy for approving such modifications.

“**Section 504**” means Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

## **2: Charter School and CSI Special Education Responsibilities**

CSI and the Charter School agree to the following general duties and obligations.

### **2(a): The Charter School shall:**

- (1) Adhere to the applicable provisions of the IDEA; Section 504; the Americans with Disabilities Act; applicable Colorado special education laws and regulations; CSI policies, procedures, and requirements, as they may be amended from time to time; and the terms of the school’s Charter Contract;
- (2) Assure that its students with disabilities are accorded a FAPE, including assuring special education and related services as part of the regular school day in the LRE appropriate for their needs;
- (3) Ensure that no student otherwise eligible to enroll in the Charter School will be denied enrollment on the basis of his or her special education status;
- (4) Comply with the applicable requirements and mandates of the U.S. Department of Education, its Office for Civil Rights, and the U.S. Department of Justice;

- (5) Implement the special education Program Plan submitted to and approved by CSI at the inception of the school or as subsequently modified in accordance with CSI's policy for approving such modifications;
- (6) Follow and implement the procedures laid out in the *CSI Special Education Manual*;
- (7) Not establish nor carry out any support services, policies or practices that conflict with the Program Plan or the *CSI Special Education Manual*;
- (8) Be solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student's Section 504 Plan;
- (9) Employ or contract with all requisite special education personnel, including a Special Education Coordinator whose duties and obligations are described more specifically in paragraph 2(c)(5);
- (10) Assign special education support staff as necessary to meet student needs, which staff shall be appropriately licensed in accordance with Colorado law;
- (11) Bear all costs associated the special education-related personnel described in the preceding two paragraphs, above;
- (12) Develop, maintain, and review assessments and IEPs in any format required by CSI, in accordance with federal law, state laws, and the Charter Contract;
- (13) Track attendance for each student, to be reported and certified according to applicable state law and regulation;
- (14) Participate in the state quality assurance process for special education (*e.g.*, verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan, as further described in the *CSI Special Education Manual*); and
- (15) Participate in any mandatory special education training offered or provided by CSI.

**2(b): CSI shall:**

- (1) Allocate state and federal special education funding to the Charter School in accordance with CSI's established practice—consistent with C.R.S. § 22-30.5-513.5 and other applicable law—including establishing a baseline allocation,

deducting CSI's administrative costs, and dividing that number by the total number of eligible students;

- (2) Identify all schools in its portfolio of authorized charter schools by Performance Tiers I, II, or III, according to the CSI "Student Services Screener," or other established scoring tool utilized by CSI, using a primary screener and (for some schools) a subsequent secondary screener;
- (3) Offer, to the Charter School, Tier I foundational supports in the form of professional development and technical assistance trainings; and, if the Charter School becomes identified as a Tier II or Tier III school, offer to the Charter School additional interventions and supports targeted to address identified areas of need, including but not limited to: on site school quality reviews, school improvement and prioritization planning, and targeted staff and leadership professional development;
- (4) Provide the applicable tier of support until the Charter School has demonstrated necessary progress related to the outcomes of its special education students;
- (5) CSI may retain commensurate state and federal funds for the purpose of providing the tiered support described in the two preceding paragraphs. A written agreement specifying the services to be provided and their cost may be executed, if needed, which agreement shall constitute an amendment to the Charter Contract.
- (6) Provide information to the Charter School regarding CSI's special education decisions, policies, and procedures to the same extent as they are provided to other schools within CSI; and
- (7) Make available to Charter School staff such training opportunities or information regarding special education as are made available to other school site staff.

**2(c): Oversight.** CSI and the Charter School agree to the following terms of supervision, support, and enforcement.

- (1) CSI will periodically meet with the Charter School's special education staff or coordinator in order to familiarize itself with the Charter School's special education program and to communicate any pertinent information, guidance, or directives to the Charter School.
- (2) On an ongoing basis, CSI will assess the performance of the Charter School with regard to special education. If—in CSI's sole discretion—CSI finds the Charter School's performance with regard to special education to be deficient, CSI may take remedial steps. Such steps may include, but will not be limited to, increasing CSI's level of oversight of the Charter School.

- (3) Should CSI determine that any remedial steps are necessary, in accordance with the school's Charter Contract and CSI policy, CSI will oversee implementation of these steps.
- (4) In instances where CSI takes on responsibility for tasks that would otherwise be carried out by the Charter School under this MOU, CSI may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost will be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.
- (5) The Special Education Coordinator of the Charter School, mandated above by paragraph 2(a)(9), shall attend to all school-level administrative, compliance, and programmatic tasks with regard to special education, and shall be primarily responsible for ensuring (1) that the special education program of the Charter School is effectively and lawfully carried out and (2) that the needs of students with disabilities and at risk for disabilities are met. The Charter School shall develop and consistently implement a process to ensure that all of its special education personnel or contracted personnel are appropriately credentialed and licensed. The Charter School may rely on its discretion to determine whether or not to look to and contract with outside entities, such as consultants or local districts, for the provision of any mandated special education or related services.
- (6) CSI reserves the right to jointly direct with the Charter School the development and/or modification of any IEP for special education students enrolled at the Charter School. CSI's Director of Special Education or designee shall maintain the same administrative authority, pursuant C.R.S. § 22-20-106 and regulations thereunder, as in all other CSI schools.
- (7) Upon request by CSI, the Charter School shall provide all requested or appropriate documentation to demonstrate the licensure status of Charter School personnel and contractors providing special education or related services, including documentation of the training received by said personnel and contractors, as well as documentation of the steps taken by the Charter School to comply with applicable credentialing requirements. The Charter School shall promptly provide CSI with documentation that updates this information during the course of the school year, to the extent that the Charter School has changes in its personnel, contractors, or training.
- (8) The Charter School shall adopt and utilize a viable student plan management system for maintaining copies of assessments and IEP materials. Upon request, the Charter School will provide this information to CSI for its review.

- (9) The Charter School will also submit to CSI all required reports—including but not limited to the reports identified in the *Handbook*—in a timely manner, allowing a reasonable time for response, as necessary to comply with federal and applicable state law requirements.
- (10) The Charter School is responsible for the appropriate management of its special education budgets, personnel, programs, and services in accordance with state and federal law, which includes the requirement that special education funding received be used only for allowable special education purposes. CSI reserves the right to audit the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements.

### **3: Specific Duties and Obligations**

CSI and the Charter School agree to the following specific duties and obligations, which supplement but do not supplant the foregoing general duties and obligations.

#### **3(a): Admission and Transferring of Students**

- (1) Every student who is admitted or transferred with an IEP or Section 504 plan from his or her previous school shall be placed directly into a program that meets the requirements of such IEP or Section 504 plan—and the Charter School shall provide the special education and related services required by the IEP or Section 504 plan—unless and until the IEP or Section 504 plan is changed.
- (2) To the extent an IEP or Section 504 Plan needs to be changed in order to be implemented by the Charter School, the IEP or Section 504 team will meet promptly to consider such changes as required by applicable law.

#### **3(b): Assessments**

- (1) The referral process shall include team meetings (1) to review prior interventions, accommodations, and modifications and (2) to recommend further interventions, accommodations, and modifications as appropriate. The referral process shall be supported by documented interventions such as the Multi-Tiered Systems of Support model approach, using data to identify student strengths and weaknesses or as otherwise appropriate so long as the approach is consistent with state and federal law.
- (2) Upon observation, review of accumulated data, and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services.
- (3) Upon referral for an assessment, the Charter School will convene a meeting to review and discuss the request to agree or deny the request for assessment, in light

of student records, acquired data, and student performance. If the Charter School determines that assessment for special education eligibility is not warranted, then prior written notice must be given to the parent/guardian with a clear rationale for such refusal within 15 days of the request. If the Charter School determines that there are suspected disabilities, then the Charter School must develop an assessment plan, utilizing CSI's assessment process as outlined in the CSI Special Education Model, within the 15-day timeline. The assessment plan shall describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments shall be conducted, within legal timelines, after receiving the parents' written consent.

- (4) For each student assessed, the Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines, to discuss assessment results, determine eligibility, and (if eligible) specify special education instruction and services. The IEP team convened at the Charter School will make decisions regarding eligibility, goals, program (including staffing and methodology), placement at the school, and exit from special education.

**3(c): Alternative Placements**

- (1) In the unusual event that, after a student is enrolled in the Charter School, the IEP team of the Charter School determines that the Charter School cannot provide a FAPE in the Charter School, as the LRE appropriate to the student, the Charter School shall contact CSI to discuss placement and service alternatives.
- (2) The IEP team convened at the Charter School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the Charter School.

**3(d): Least Restrictive Environment ("LRE")**

- (1) The Charter School will support the education of students with disabilities, including students with moderate to severe disabilities, in the LRE appropriate to their needs, increasing as appropriate the interactions of students with disabilities with non-disabled students.
- (2) The Charter School's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students in the Charter School. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.



**3(e): Staffing Requirements**

- (1) The Charter School shall ensure that the teachers and other persons who provide services to students with disabilities are knowledgeable of the content of students' IEPs.
- (2) The Charter School shall provide planned staff development activities and participate in available and mandatory CSI trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.
- (3) The Charter School shall maintain responsibility for monitoring progress towards IEP goals for students with disabilities. The Charter School shall assess and develop individual transition plans to help students with disabilities transition to adult living in accordance with CSI policies and procedures.

**3(f): Student Discipline**

- (1) The Charter School will ensure that it complies with state and federal laws, including the IDEA, regarding discipline of students with disabilities.
- (2) The Charter School shall include positive behavioral interventions in its discipline procedures.
- (3) The Charter School will consult with CSI, for any special education student, (1) prior to convening a manifestation determination, (2) prior to recommending expulsion, and (3) prior to the eleventh day of cumulative suspension.
- (4) The Charter School will collect data on to the number of special education students suspended or expelled, distinguishing between in-school and out-of-school suspensions. The Charter School will report this data to CSI annually.

**3(g): Procedural Safeguards and Due Process Hearings**

- (1) If CSI determines that such action is legally necessary to ensure compliance with applicable federal and state special education laws and regulations, CSI may:  
(1) invoke dispute resolution provisions set out in the charter application, Program Plan, or Charter Contract; (2) initiate due process hearings; and/or (3) utilize other procedures applicable to the Charter School.
- (2) The Charter School may initiate dispute resolution provisions under the Charter Contract or as provided by law.

- (3) CSI and the Charter School shall work together in a good faith attempt to resolve disputes at an early stage (such as through informal settlement or mediation).
- (4) During due process proceedings and any other legal proceedings or actions involving special education, the Charter School will be responsible for its own representation. If the Charter School retains legal representation for a due process proceeding or other legal proceeding or action, the Charter School will be responsible for the cost of such representation.
- (5) The Charter School shall be responsible for satisfying any award by a due process hearing officer, a court, or a settlement, if such award is based on any allegation that the Charter School failed to fulfill its duties under state and federal special education laws and regulations. This obligation may include, without limitation, any award of (i) prospective special education and related services, (ii) compensatory education, (iii) reimbursement, and/or (iv) parents' attorneys' fees and costs. This obligation may be based on, without limitation, allegations concerning (i) identifying students with disabilities, (ii) assessing students, (iii) conducting IEP team meetings, (iv) developing appropriate IEPs, and/or (v) implementing IEPs. Through insurance, reserve funds, or other reasonable means, the Charter School shall assure that appropriate funds are available to meet such obligations.
- (6) CSI shall be responsible for satisfying an obligation, as described in the preceding paragraph, only when the award is based on any allegation that CSI failed to fulfill its own, independent and non-derivative duties under state and federal special education laws and regulations.

**3(h): Complaints**

- (1) In the event of a complaint involving a student with an IEP or Section 504 Plan, the Charter School shall inform the CSI Director of Special Education and shall follow (i) all State and Federal rules, and (ii) all CSI-approved grievance procedures.
- (2) CSI shall investigate, cooperate with, and respond to all formal special education complaints CSI receives pertaining to the Charter School. CSI shall inform the school in writing of the complaint in accordance with the Charter Contract or prior to any CSI investigation, whichever comes first.
- (3) The Charter School shall cooperate with CSI in any such investigations and shall provide CSI with any and all documentation required to respond to complaints within the timelines imposed by the investigating agency. The Charter School will be solely responsible for any and all costs resulting from, arising out of, or

associated with the investigation and implementation of appropriate remedies in a manner consistent with paragraphs 3(g)(5) and 3(g)(6) above.

**3(i): Local Educational Agency (“LEA”) for Special Education**

- (1) As the LEA and administrative unit for the charter schools it approves and oversees, CSI will determine the policies and procedures necessary to ensure that the protections of special education law extend to all public school students at CSI schools.
- (2) CSI will track all schools using the CSI Student Services Screener (or its replacement). CSI may monitor the Charter School’s compliance and may direct such changes as necessary to comply with federal or state law or policies, or CSI policies or procedures, concerning the Charter School’s: referral processes; evaluations; reevaluations; eligibility determinations; placement decisions; and development and implementation of IEPs.
- (3) In the event of any disagreement between the Charter School and CSI with regard to the duties of the Charter School under this MOU, CSI’s reasonable interpretation of those duties and its good faith assessment of the sufficiency of the Charter School’s actions in carrying them out shall be binding.

**4: Miscellaneous Provisions**

**4(a): Notices**

All notices or the provision of written information shall be given via U.S. mail to the following contacts, unless the Parties expressly agree to a substitute method on a case-by-case basis:

CSI:

Colorado Charter School Institute  
Logan Tower, 1580 Logan St # 210  
Denver, CO 80203

Charter School:

T.R. Paul Academy of Arts & Knowledge  
4800 Wheaton Drive  
Fort Collins, CO 80525

**4(b): Modifications**

With the exception of changes to CSI policies and procedures regarding special education, the provisions of this MOU may be modified, supplemented, or terminated only through written agreement of the Parties.

**4(c): Integration/Incorporation**

This MOU is hereby incorporated by this reference into the Charter Contract and shall, to the extent necessary to carry out the terms and conditions of the MOU, supersede any conflicting provisions in the Charter Contract.

**4(d): Term**

This MOU is effective upon execution and expires August 1st, 2018.

**Signatures:**

\_\_\_\_\_  
T.R. Paul Academy of Arts & Knowledge Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
T.R. Paul Academy of Arts & Knowledge School Leader

\_\_\_\_\_  
Date

*Terry Coy Lewis*

September 5<sup>th</sup>, 2017

\_\_\_\_\_  
Charter School Institute Executive Director

\_\_\_\_\_  
Date