**Memorandum of Understanding**

**Between the Colorado Charter School Institute and the Charter School**

**Regarding the Provision and Funding of Preschool for the Upcoming School Year**

*Whereas*, the Charter School is a public charter school authorized by the Colorado Charter School Institute (“CSI”) pursuant to the current charter contract and the preschool addendum attached thereto;

*Whereas*, the Charter School will serve preschool students during the upcoming school year, and CSI intends to support the Charter School’s efforts to the greatest extent possible;

*Whereas,* funding for the Charter School’s preschool through the Colorado Universal Preschool Program (“UPK”) will not include the CSI 3% administrative fee that is typically withheld from state per pupil funds for CSI authorized charter schools;

*Whereas*, the parties wish to articulate the oversight responsibilities of the Colorado Department of Early Childhood (“CDEC”), the Colorado Department of Education (“CDE”), and CSI and have acknowledged the need for this separate Memorandum of Understanding (“MOU”);

*Whereas*, the Charter Contract between the Charter School and CSI delineates roles and responsibilities to each other, and

*Whereas*, the Charter School and CSI wish to provide more clarity about their respective roles and responsibilities for preschool and special education at the Charter School, through this MOU,

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

**1: Definitions**

**“Bridgecare”** means the online enrollment system for the Colorado Universal Preschool Program.

**“Charter Contract”** means the contract between the Charter School and CSI under 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.

**“CSI Special Education MOU”** means the separate agreement between the Charter School and CSI governing the provision of special education services by the Charter School.

**“CSI Food Service MOU”** means the separate agreement between the Charter School and CSI governing the provision to food services by the Charter School.

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

**"Colorado Department of Early Childhood”** means the separate department charged with overseeing early childhood education in Colorado including universal preschool.

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

**“UPK”** means the Colorado Universal Preschool program.

**2: Charter School and CSI Preschool Responsibilities**

**2(a) CSI shall:**

1. Work collaboratively with the Charter School and any relevant partners and stakeholders to ensure that there is a coherent and aligned system of support, oversight and compliance across the PK program;
2. Periodically meet with the Charter School’s preschool staff to familiarize itself with the Charter School’s preschool program and to communicate any pertinent information, guidance, or directives. CSI will respond, in good faith and with due consideration, to any issue or concern the Charter School raises as to CSI’s policies and procedures.
3. Provide oversight and support to the Charter School preschool program, with such services provided to the Charter School by CSI funded through funds otherwise available to CSI, and CSI will not charge the Charter School for such CSI preschool support and services during the upcoming school year;
4. Make available to Charter School preschool staff such training opportunities or information regarding preschool specific information and other ongoing professional development as are made available to other school site staff, including making CSI’s staff available to consult with the Charter School’s staff;
5. Employ and assign the Charter School a Special Education Coordinator who will provide oversight and support for the preschool program in alignment with CSI’s obligations as the Local Education Agency and Administrative Unit as outlined in the CSI Special Education MOU;
6. Allocate CSI staff time across various teams and departments to support and expand access to high-quality preschool program and appropriate support, oversight, and technical assistance;
7. Provide information to the Charter School regarding CSI’s authorization, policies, and procedures to the same extent as they are provided to other schools within CSI to help promote and encourage alignment across PK and K-12 programs;
8. Take remedial steps, in accordance with the school’s Charter Contract and CSI policy, if—at CSI’s sole discretion—CSI finds the Charter School’s performance with regard to preschool programming to be deficient. Issues of non-compliance identified by CDEC may be included in the CSI compliance process.
9. Proactively develop relationships with CDEC, CDE, and other stakeholders as necessary.

**2 (b): The Charter School shall:**

1. Work collaboratively with CSI and any relevant partners and stakeholders to ensure that there is a coherent and aligned system of support, oversight and compliance across the PK program;
2. Periodically meet with CSI staff to communicate any pertinent information, guidance, or concerns. The Charter School will respond, in good faith and with due consideration, to any issue or concern CSI raises.
3. Provide a continuum of services to all students and enroll all students as outlined in the CSI SPED MOU;
4. Establish and maintain a relationship with the school’s Local Coordinating Organization (“LCO”);
5. Establish and maintain staff trained in the Bridgecare system;
6. Submit to CSI all required reports that include PK students —including but not limited to Student October Count, Human Resources, Special Education December Count, Special Education Discipline, Special Education End of Year—in alignment with CSI deadlines, as necessary to comply with federal and state law requirements and other reporting requirements from CDE and CDEC;
7. As needed, modify the special education Program Plan submitted to and approved by CSI at the inception of the Charter School or as subsequently modified in accordance with CSI’s policy for approving such modifications to include the preschool program;
8. Employ or contract with all requisite preschool special education staff and service providers with the necessary licenses and experiences and bear all costs associated with these personnel as needed;
9. Obtain and administer the required assessments for preschool students as required by CDEC and CDE, including TS GOLD readiness assessment for students with disabilities;
10. Ensure that all necessary and appropriate PK staff are trained on and understand the school’s restraint and seclusion policies and procedures and reporting requirements;
11. Adopt and implement a school discipline policy that includes students in PK and ensures alignment with state laws specific to suspension and expulsion for students in PK through 2nd grade and provide the training necessary to implement;
12. Ensure all staff have completed required training as outlined by both CDEC and CDE;

**3: Miscellaneous Provisions**

**3(a):** **Notices**

All notices or the provision of written information shall be given via email to the following contact:

CSI:

[legalandpolicy@csi.state.co.us](mailto:legalandpolicy@csi.state.co.us)

Charter School:

The school address provided on the cover page of the charter contract

**3(b): Modifications**

With the exception of changes to CDE and CDEC policies and procedures regarding preschool (which supersede this MOU), the provisions of this MOU may be modified, supplemented, or terminated only through written agreement of the Parties.

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

This MOU does not supersede any conflicting provisions in the Charter Contract and is not a material revision to the Charter Contract within the meaning of C.R.S. § 22-30.5-508(4). The Parties agree, however, that this MOU reflects their current mutual understanding of how the terms and provisions of the Charter Contract are to be implemented.

**4(d): Term**

This MOU is effective upon execution and expires August 31st, in the year following execution of this MOU.

*Signatures*

For CSI:



Dr. Terry Croy Lewis

Executive Director

For School:

Certification for school board chair and school leader will be completed in Epicenter.