

# 2019 MOU

***Ute Pass BOCES***



*Serving the Special Needs of Cripple Creek-Victor, Manitou Springs  
and Woodland Park School Districts*

### **3rd AMENDED MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 22<sup>nd</sup> day of October 2019, by and between Woodland Park School District Re-2 (“Woodland Park”), Manitou Springs School District No. 14 (“Manitou Springs”), and Cripple Creek-Victor School District Re-1 (“CRIPPLE CREEK-VICTOR”),-following review and approval of their respective boards of education.

#### **Recitals**

A. Woodland Park is a Colorado public school district and political subdivision of the state of Colorado with its boundaries located within Teller County, Colorado.

B. Manitou Springs is a Colorado public school district and political subdivision of the state of Colorado with its boundaries located within El Paso County, Colorado.

C. Cripple Creek-Victor is a Colorado public school district and political subdivision of the state of Colorado within its boundaries located within Teller County, Colorado.

D. Woodland Park and Manitou Springs were members of the Pikes Peak Board of Cooperative Educational Services (“Pikes Peak BOCES”) for several years, until deciding to withdraw as members of that organization in 2004.

E. Woodland Park and Manitou Springs subsequently formed their own cooperative educational services organization, known as the Ute Pass Board of Cooperative Educational Services (“Ute Pass BOCES”), and a Memorandum of Understanding was executed on May 26, 2004 to outline the understanding of the two school districts as to the structure of the Ute Pass BOCES and the rights and obligations of the two districts.

F. Cripple Creek-Victor has now voted to withdraw as a member of the Pikes Peak BOCES and to join the Ute Pass BOCES and the Ute Pass BOCES has agreed to admit Cripple Creek-Victor as a member, effective July 1, 2005.

G. Because a third school district will become a member of the Ute Pass BOCES, the parties determined that there was a need to revise the original Memorandum of Understanding (see 1<sup>st</sup> Amended Memorandum of Understanding),.

H. Because the half time director of the Ute Pass BOCES will become a full-time director position, the parties determined that a revised Memorandum of Understanding was necessary (2<sup>nd</sup> Amended Memorandum of Understanding).

## Organization

1. The Ute Pass BOCES will be administered by a board of five, consisting of two members of the Woodland Park Board of Education, two members of the Manitou Springs Board of Education, and one member of the Cripple Creek-Victor Board of Education, to be selected by the respective boards of education.

2. There will be a director of the Ute Pass BOCES. The director will serve as Director of Special Education Services for all three school districts.

3. The Ute Pass BOCES Board will meet quarterly each year at times and places mutually agreeable to its members to review and approve the annual Ute Pass BOCES budget and to review and adopt and/or revise policies. In addition, the superintendents of Woodland Park, Cripple Creek-Victor and Manitou Springs and the Ute Pass BOCES director shall meet monthly, at mutually agreeable times and locations, to discuss the special education needs of all three districts to ensure that such needs are being sufficiently addressed.

4. The Ute Pass BOCES will serve as the administrative unit for special education services for the Woodland Park, Cripple Creek-Victor and Manitou Springs school districts and shall represent the districts in special education-related disputes including, but not limited to, mediations, due process hearings and litigation that may result from the provision of such services.

5. The Ute Pass BOCES shall employ a full-time Director and other employees approved by the Ute Pass BOCES Board. Payroll services will be contracted through a member district for the Director. The special education staff will consist of employees of Woodland Park, Cripple Creek -Victor or Manitou Springs and decisions to hire and fire such employees, the training and evaluation of such employees, and the salaries to be paid such employees shall remain the responsibility of the district that employs them. On an as-needed basis, special education employees of one district may be contracted for special education services in one of the other districts at a rate proportional to the actual cost of the employee in relation to the contracted amount of time.

a. Example: Manitou Springs needs a Woodland Park special education staff member for one-half of each school day. Woodland Park pays its employee as if he or she worked full-time for that district, and Manitou Springs reimburses Woodland Park for one-half of the member's salary and benefits. Reimbursements will be made quarterly.

6. The Ute Pass BOCES shall develop and implement an approved special education comprehensive plan, and provide administrative support, for compliance with special education regulations.

7. In order to protect the board in the event of sudden loss of Director services, the three superintendents will convene to recommend an interim Director until a formal search is conducted.

8. IDEA/ECEA funds are granted to Ute Pass BOCES as the Administrative Unit. These funds will be allocated at the BOCES level as adopted in the budget. The remaining funds will be flowed through to each district proportionately based on student count and reviewed every three years (60%, 30%, 10%).

**Amendment**

8. This Memorandum of Understanding may be amended only in writing upon mutual agreement of the Ute Pass BOCES.

**Dissolution**

9. The Ute Pass BOCES will continue to exist until dissolved by agreement of Woodland Park, Cripple-Creek Victor and Manitou Springs. Any such dissolution will follow Rule established within ECEA 3.01(3)(a) beginning with an application to the Colorado Department of Education by September 1<sup>st</sup>. Any assets of the Ute Pass BOCES shall be divided on a pro rata basis, to be determined by the percentage of assets contributed by each school district.

WOODLAND PARK SCHOOL DISTRICT RE-2

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MANITOU SPRINGS SCHOOL DISTRICT NO. 14

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CRIPPLE CREEK-VICTOR SCHOOL DISTRICT RE-1

By: \_\_\_\_\_  
Its: \_\_\_\_\_