

INTERGOVERNMENTAL AGREEMENT

Between

**OREGON DEPARTMENT OF EDUCATION
Early Intervention and Early Childhood Special Education**

And

**DHHS, ADMINISTRATION FOR CHILDREN AND FAMILIES
OFFICE OF HEAD START
Region X Head Start/Early Head Start
Region XI American Indian/Alaska Native Head Start
Region XII Migrant /Seasonal Head Start**

For

**SERVICES TO CHILDREN WITH DISABILITIES, AGES BIRTH TO FIVE
Including Oregon Prekindergarten (OPK) funded by the Oregon Department of Education**

This agreement is between the OREGON DEPARTMENT OF EDUCATION for Early Intervention/Early Childhood Special Education, hereafter referred to as EI/ECSE and the OFFICE OF HEAD START for Region X Head Start and Early Head Start, hereafter referred to as HS/EHS and Region XI for American Indian/Alaska Native Head Start, hereafter referred to as AI/AN and Region XII Migrant and Seasonal Head Start, hereafter referred to as MSHS; also including the Oregon Department of Education for Oregon Prekindergarten, hereafter referred to as OPK.

For the purpose of this agreement, preschool children are defined as children from birth until eligibility for public school.

I AUTHORITY:

Pursuant to ORS 190.110, state agencies may cooperate with each other in performing duties imposed on them.

Under 34 CFR 300.154, state agencies shall enter into interagency agreements under the supervision of the state's chief executive officer (Governor).

Under 34 CFR 300.100, 34 CFR 300.101, 34 CFR 300.149, and ORS 343.041, the ODE has been charged with the responsibility to provide general supervision and ensure a free, appropriate public education to all students who are eligible for public education.

Under ORS 343.055, the ODE is required to administer a state operated program for preschool children with disabilities, birth to school age.

Under ORS 329.175 and 195, the federal Head Start Performance Standards are required for the Oregon Prekindergarten (OPK) program, therefore all parts of 45 CFR for federal Head Start apply to Oregon Prekindergarten programs.

Under 45 CFR 1304, HS/EHS/MSHS and AI/AN programs are required to provide Head Start services to eligible children with disabilities and their families.

Under 45 CFR 1304 and 1305, HS/EHS/MSHS and AI/AN programs are required to offer a minimum of 10% of their enrollment opportunities to children with disabilities and their families.

Under 45 CFR 1304 and 1305, HS/EHS/MSHS and AI/AN programs are required to offer a minimum of 10% of their enrollment opportunities to children with disabilities and their families.

Under 45 CFR 1308.4(l) HS/EHS/MSHS and AI/AN programs are required to develop local interagency agreements with LEAs and other agencies within the grantees service area. If no agreement can be reached, the grantee must document its efforts and inform the Regional Office. The agreement must address: (1) Head Start participation in the Child Find plan under Part B IDEA; (2) joint training of staff and parents; (3) procedures for referral for evaluations, IEP meetings and placement decisions; (4) transition; (5) resource training; (6) Head Start commitment to provide the number of children receiving services under IEP's to the LEA for the LEA Child Count report by December 1 annually, and (7) any other items agreed to by both parties. Grantees must make efforts to update the agreement annually.

II PURPOSE:

The purpose of this intergovernmental agreement is to describe:

- The responsibilities of the signing agencies in the provision of collaborative early intervention and/or early childhood special education and related services required for full service implementation to children, ages birth to five, with disabilities.
- The collaboration procedures used by the EI/ECSE providers and HS/EHS/OPK, MSHS and AI/AN programs, including their contractors, sub-contractors, programs and grantees for the provision of services to children with disabilities and their families.
- The procedures for resolving interagency disputes including financial responsibilities of local programs for the provision of early intervention and/or early childhood special education and related services under this agreement.
- A framework for local agreements between HS/EHS/OPK, MSHS and AI/AN programs and EI/ECSE providers, including contractors and sub-contractors that allows each community to develop a unique approach to collaborative services, which meets the needs of all young children with disabilities and their families.

III RESPONSIBILITIES OF EACH LOCAL AGENCY:

- EI/ECSE providers and HS/EHS/OPK, MSHS and AI/AN programs ensure that all appropriate staff and local programs receive, in a timely manner, information contained in this agreement.
- The EI/ECSE provider is responsible for assuring a free, appropriate public education at no expense to the family (FAPE).
- HS/EHS/OPK, MSHS and AI/AN programs are responsible for providing Head Start services to children with disabilities.
- EI/ECSE providers and HS/EHS/OPK, MSHS and AI/AN programs are encouraged to share resources and joint efforts for evaluations and implementation of the IFSP. Sharing information is encouraged in order to provide optimum benefit to the child and family, and to avoid duplication of effort.
- EI/ECSE providers and HS/EHS/OPK, MSHS and AI/AN programs will mutually determine a system for transitioning children in and out of programs and across program options while assuring placement of eligible children in the least restrictive environment.

A. ODE EI/ECSE ensures that contractors and sub-contractors:

1. Provide HS/EHS/OPK, MSHS and AI/AN programs with information on federal and state requirements for serving children with disabilities, ages birth to five.
2. Provide HS/EHS/OPK, MSHS and AI/AN programs with local EI/ECSE program policies and procedures.
3. Include HS/EHS/OPK, MSHS and AI/AN programs in local child find activities, as appropriate.
4. Develop joint procedures with HS/EHS/OPK, MSHS and AI/AN programs to ensure timely screenings and referrals.
5. Encourage the participation of HS/EHS/OPK, MSHS and AI/AN program staff in eligibility evaluation activities when appropriate.
6. Ensure that the evaluation process takes into consideration the unique needs of HS/EHS/OPK, MSHS and AI/AN families.
7. Include HS/EHS/OPK, MSHS and AI/AN staff in the Individual Family Service Plan (IFSP) process.
8. Provide child evaluations and services (or extended year services), as required by the IFSP, during the period (program calendar) the HS/EHS/OPK, MSHS and AI/AN programs operate.
9. Develop a system with HS/EHS/OPK, MSHS and AI/AN programs to ensure smooth transitions to and from other programs.
10. Include HS/EHS/OPK, MSHS and AI/AN staff in appropriate training opportunities and encourage interagency "cross-training" activities
11. Assist HS/EHS/OPK, MSHS and AI/AN programs in complying with Individuals with Disabilities Education Act (IDEA) requirements through joint planning efforts including joint in-service training opportunities, and providing, as mutually agreed upon, technical assistance, including but not limited to, consultation, in-service training, and sharing special education publications.
12. Inform school district administrative personnel and local EI/ECSE program staff about services available through HS/EHS/OPK, MSHS and AI/AN programs, general eligibility criteria, and the extent to which these services can be provided.
13. Assist in clarifying roles of local school districts, EI/ECSE providers, and HS/EHS/OPK, MSHS and AI/AN programs with regard to:
 - a. early identification and evaluation of young children having or suspected of having a disability;
 - b. appropriate education placement of children under school age;
 - c. transfer/transition of HS/EHS/OPK, MSHS and AI/AN children with disabilities between programs and into public school; and
 - d. transportation and related services.
14. Resolve ODE internal disputes regarding services, eligibility determination or financial responsibility using the established process for resolving disputes (see Section C of this agreement).
15. Facilitate the development of services to children through a Sub-Contractor's Working Group representing EI/ECSE Contractors and Sub-Contractors, HS/EHS/OPK, MSHS and AI/AN programs, as needed.

B. OFFICE OF HEAD START ensures that HS/EHS/OPK, MSHS and AI/AN programs:

1. Provide information to local EI/ECSE providers on eligibility requirements.
2. Make every effort to ensure that written agreements exist between local EI/ECSE providers and local HS/EHS/OPK/MSHS and AI/NA programs to work cooperatively in planning and delivering disability services.
3. Collaborate with local child find activities by actively recruiting children with disabilities and conduct an active outreach effort to locate, identify and enroll children with known disabilities.

4. Complete screenings in a timely manner and follow procedures for referrals to local EI/ECSE providers.
5. Participate in EI/ECSE child evaluations and provide information as requested.
6. Ensure that children with disabilities receive the same services as other children in the program.
7. Ensure compliance with all state and federal regulations regarding children with disabilities.
8. Ensure that children with suspected disabilities are referred to the designated Referral and Evaluation Agency for eligibility determination for EI/ECSE services.
9. Use the state mandated IFSP forms and processes for all children with disabilities.
10. Participate in, and facilitate parent participation in the IFSP process.
11. Collaborate in the provision of EI/ECSE services as outlined in the IFSP.
12. Collaborate in the transition of children and families to and from other placements.
13. Inform EI/ECSE programs of training opportunities.
14. Request the Region X , Region XI and Region XII Head Start Training and Technical Assistance contacts consult with ODE regarding technical assistance needs and provision of relevant HS/EHS/OPK, MSHS and AI/AN publications.
15. Resolve HS/EHS/OPK, MSHS and AI/AN internal disputes regarding services, eligibility, and financial responsibility using the program's established process for resolving disputes (see Section C of this agreement).

C. Joint Responsibilities: ODE and OFFICE OF HEAD START jointly agree to:

1. Encourage local school districts, EI/ECSE Subcontractors and local HS/EHS/OPK, MSHS and AI/AN programs work cooperatively to plan and deliver services.
2. Assure that written agreements exist between local agencies to encourage interagency coordination between EI/ECSE subcontractors and HS/EHS/OPK, MSHS and AI/AN programs.
3. Resolve interagency disputes regarding services, eligibility, or financial responsibility by:
 - a. attempting to resolve the dispute at the local program level;
 - b. providing mediation by the ODE and OFFICE OF HEAD START;
 - c. making a determination by the appropriate federal OFFICE OF HEAD START or state ODE EI/ECSE official when agreement cannot be reached at the local level or through mediation; or
 - d. referring the dispute to the Governor, or the Governor's designee for resolution, in the event that the appropriate federal OFFICE OF HEAD START or state ODE EI/ECSE officials are unable to resolve the dispute. The determination of the Governor, or the Governor's designee, shall be binding on the parties to the dispute.
4. Maintain regular communication regarding in-service training opportunities and encourage cross training of staffs.
5. Ensure that written agreements exist between local EI/ECSE contractors and local HS/EHS/OPK, MSHS and AI/AN programs which address the unique needs children and their families that include:
 - a. linguistically and culturally appropriate assessments and services;
 - b. consideration of families frequent need to move within and out of state;
 - c. the communication and paper work transfer that this mobility requires; and
 - d. assurance that child-find, evaluation and general services concur within the enrollment and duration of HS/EHS/OPK, MSHS and AI/AN programs, including the schedules of mobile migrant populations.
6. Review issues and the need for revisions to this agreement once per year through their respective representatives. Participants include ODE EI/ECSE Specialist and ODE Prekindergarten Specialist, Head Start Collaboration Officer, local HS/EHS/OPK, MSHS , AI/AN and EI/ECSE representatives as needed.
7. Encourage the combining of resources such as dual enrollment or shared staff, to ensure the efficient and cost effective delivery of services.
8. Support and encourage on-going collaboration efforts of service delivery at the local level.
9. Provide services to children with disabilities in natural environments.

IV. COMPENSATION AND FISCAL RESPONSIBILITIES

This agreement does not involve any financial compensation or reimbursement.

V. DURATION OF AGREEMENT

This agreement shall be in effect upon signatures to June 30, 2011.

VI. AMENDMENTS:

On written request from either party, changes in this agreement or subsequent attachments will be discussed and such changes as are agreed in writing will become part of the agreement. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a written instrument signed by the parties.

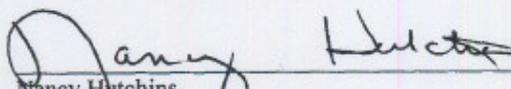
VII. TERMINATION CLAUSE:

This agreement may be terminated at any time by any of the parties upon 30 days written notice.

VIII. SIGNATURES:

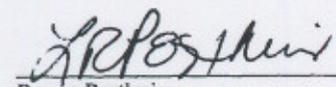
Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms.

This agreement is executed on behalf of the ODE and the OFFICE OF HEAD START through the undersigned representatives on the dates indicated after their signature:



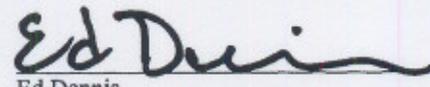
Nancy Hutchins
Regional Program Manager, Office of Head Start
Representing Region X Head Start/Early Head Start

8/8/07
Date



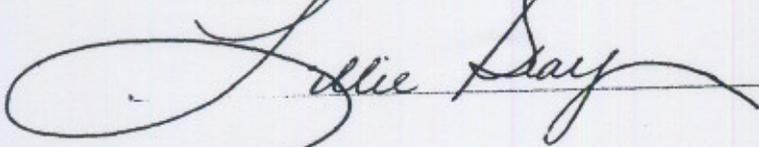
Renee Perthuis
Director of Program Operations Division, Office of Head Start
Representing Office of Head Start for American Indian/Alaska Native
and Migrant/Seasonal Head Start

29 May 07
Date



Ed Dennis
Deputy Superintendent of Public Instruction STATE OF OREGON
Representing the Oregon Department of Education for EI/ECSE

6.11.07
Date



Lillie Gray, CPPB
Contracting Officer, ODE

OCT 17 2007

ENDORSEMENTS:

Antone Minthorn
Chair, Board of Trustees, Confederated Tribes of Umatilla Indian Reservation
Cay-Uma-Wa Tribal Head Start

Date

Edward L. Metcalf
Chair, Coquille Indian Tribe
Coquille Tribal Head Start

Date

Chris Mercier
Chair, Tribal Council, Confederated Tribes of Grand Ronde Community of Oregon
Grande Ronde Tribal Head Start

Date

Delores Pigsley
Chair, Tribal Council, Confederated Tribes of Siletz
Siletz Tribal Head Start

Date

Ronald Squppah, Jr.
Chair, Tribal Council, Confederated Tribes of Warm Springs Reservation of Oregon
Warm Springs Tribal Head Start and Early Head Start

Date

Annie Soto
Annie Soto
President, Oregon Head Start Association
Representing Oregon Early Head Start/Head Start and
Oregon Prekindergarten programs of Region X

June 21, 2007
Date

Donalda Dodson
Donalda Dodson
Executive Director, Oregon Child Development Coalition
Representing Region XII Oregon Migrant/Seasonal Head Start Program

7-25-07
Date