

Contract # 06-414251-01947

COOPERATIVE AGREEMENT BETWEEN
THE GEORGIA DEPARTMENT OF EDUCATION
AND
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN, YOUTH, AND FAMILIES
GEORGIA HEAD START PROGRAMS AND
EAST COAST MIGRANT HEAD START PROJECT
REGARDING SPECIAL EDUCATION AND RELATED SERVICES

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PURPOSE AND SCOPE OF THIS AGREEMENT

This agreement is between the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, Region IV, representing the Georgia Head Start Programs; and the Migrant and Seasonal Head Start Branch representing the East Coast Migrant Head Start Project, Region XII; and the Georgia Department of Education.

The purpose of the agreement is to strengthen the cooperative services to children with disabilities, ages three through five years old between Head Start and local education agencies and to serve as a model for developing local interagency agreements. All references to Head Start throughout this agreement will include both Georgia Head Start grantees and East Coast Migrant Head Start Project and Early Head Start, as appropriate. In addition, East Coast Migrant Head Start provides monitoring and training and technical assistance to its delegate agencies.

Federal and state initiatives encourage the development of a continuum of services to provide expanded least restrictive environment alternatives for young children with disabilities in Georgia. Head Start has provided services for preschool children with disabilities as mandated by the Head Start Economic Opportunity Partnership Acts of 1974 (P.L. 93-644). Therefore, Head Start is an appropriate component of the continuum of services developed in order to implement the EHA Amendments of 1986 (P.L. 99-457).

This Agreement is entered into by and between Head Start and the Georgia Department of Education. Through this agreement, collaboration between Local School Systems (LSS) and Head Start grantees will facilitate improved programming and direct delivery of services to this population. Collaboration will also facilitate the most effective utilization of available resources while minimizing duplications of service delivery.

The format of this cooperative agreement is designed to outline the role and responsibility of each of the participating agencies, within the identified areas needed in the delivery of services to preschool children with disabilities. This agreement applies to young children with disabilities, ages three through five years.

This cooperative agreement is entered into by and between the Georgia Department of Education (GA DOE) and Georgia Head Start Programs and East Coast Migrant Project:

WHEREAS, the GA DOE has the responsibility to assure that young children with disabilities, ages 3-5, are provided special education and related services; and

WHEREAS, Head Start has the responsibility for providing services to young children with disabilities; and

WHEREAS, Head Start and the GA DOE desire to establish a method for the delivery of special education and related services to those young children with disabilities (ages 3-5); and

WHEREAS, Head Start and the GA DOE desire to clearly delineate those persons for whom each agency is responsible for the delivery of services, so that all citizens of this State will be effectively served; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Head Start and the GA DOE hereby agree as follows:

I. GENERAL

A. Term

The term of this cooperative agreement is effective with the signing date until such time as revisions are determined to be necessary by either Head Start or the GA DOE. This cooperative agreement shall be reviewed every two years and renewed automatically unless changes are proposed by the Georgia Department of Education, Georgia Head Start Programs, and East Coast Migrant Project.

B. Construction

This cooperative agreement is in no way to be construed as limiting or diminishing the responsibilities of GA DOE and Head Start under state or federal law. In all instances this Agreement is to be construed to comply with requirements of state and federal law.

C. Purpose

The purpose of this agreement shall be designated as follows:

TO ENSURE that cooperation and collaboration exist between Head Start and the GA DOE in implementing and maintaining a delivery system of special education and related services to all young children with disabilities who participate in Head Start educational programs; and

TO ENSURE that Head Start and the GA DOE have procedures that meet the requirements of Head Start Performance Standards and Part B of the Individuals with Disabilities Education Act (IDEA) of 2004; and

TO ENSURE that this agreement defines agency responsibilities and procedures for the resolution of interagency disputes, coordination of services, and in the provision of a free appropriate public education to students with disabilities; and

TO ENSURE that Head Start is informed by the GA DOE of its responsibility for ensuring effective implementation of procedural safeguards, and once informed, are provided technical assistance and training; and

TO ENSURE that Head Start and the GA DOE have the responsibility to develop and implement a coordinated services system designed to improve results for young children with disabilities and their families which includes the use of strategies that promote service coordination, accountability for results, and case management to facilitate program linkages, interagency staff development, and coordination with other projects serving young children with disabilities.

D. Authority

1. Individuals with Disabilities Education Act of 2004 (IDEA), Public Law 108-446.
2. Georgia Special Education Rules
3. Head Start Performance Standards on Services to Children with Disabilities, Final Rule (45 CFR Part 1308), and Head Start Performance Standards (45 CFR Parts 1301-1306 and 1309-1310.)
4. Americans with Disabilities Act (ADA)
5. Section 504 of the Rehabilitation Act of 1973
6. Head Start Reauthorization Act of 1998
7. The Developmental Disabilities and Assistance and Bill of Rights Act, Public Law 104-183, last amended 1996.
8. Head Start Economic Opportunity Partnership Acts of 1974 (P.L. 93-644)

E. Definitions

For the purpose of this cooperative agreement, the following terms shall have the meanings designated below:

1. Assistive technology
 - a. Assistive technology device – Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability. This term does not include a medical device that is surgically implanted, or the replacement of that device.
 - b. Assistive technology service – Any service that directly assists a child with a disability in the selection, acquisition or use of an assistive technology device. The term includes:
 1. The evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment.
 2. Purchasing, leasing, otherwise providing for the acquisition of assistive technology devices by children with disabilities.
 3. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices.
 4. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs.

5. Training or technical assistance for a child with a disability or, if appropriate, that child's family;
 6. Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of that child.
2. Babies Can't Wait (BCW) - The early intervention program in Georgia for young children ages birth to 3 years old.
 3. The Georgia Department of Education – GA DOE.
 4. Individualized Education Program (IEP) - A written statement of special education and related services to be provided for each student with a disability age 3 through age 21, developed by the IEP Placement Committee, which contains all required components as outlined in IDEA 2004 and *Georgia Special Education Rules*, and when appropriate, a statement of needed transition services.
 5. Least Restrictive Environment (LRE) - This term means that to the maximum extent appropriate, students with disabilities in public or private institutions or other care facilities, are educated with students who are non-disabled; and special classes, separate schools or other removal of students with disabilities from educational settings with nondisabled students occur only when the nature and severity of the disability is such that education in the regular education setting with the use of supplementary aids and services cannot be achieved satisfactorily.
 6. Parent - A natural, adoptive, or foster parent of a child (unless foster parent is prohibited by State law from serving as a parent); a guardian (but not the State if the child is a ward of the state); an individual acting in place of a natural or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or an individual assigned under sections 615(b)(2) and 639(a)(5) to be a surrogate parent.
 7. Related services - Transportation and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable a child with a disability to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist a child with a disability to benefit from special education, and includes the early identification and assessment of disabling conditions in children. Related services do not include a medical device that is surgically implanted, or the replacement of such device.
 8. Special Education – Specially designed instruction provided at no cost to parents that meets the unique needs of a child with a disability. Special education includes instruction in the regular classroom, in the home, in hospitals, institutions and other settings; physical education; travel training; and vocational education.
 9. Surrogate Parents - A person appointed for a student for whom no parent can be identified or who is a ward of the state or whose parent's whereabouts cannot be discovered, after reasonable efforts by the local education agency. Such surrogate parent has no interest that conflicts with the interests of the student presented, has knowledge and skills that ensure adequate representation of the student, is not an employee of state educational agency, the local educational agency, or any other agency that is involved in the education or care of the child. In the case of a child who is a ward of the State, such surrogate may alternatively be appointed by the judge overseeing the child's care provided that the surrogate meets the requirements of this paragraph. In the case of an unaccompanied youth as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (6)), the local educational agency shall appoint a surrogate in accordance with this paragraph. The State shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 days after there is a determination by the agency that the child needs a surrogate.

10. Young Children with Disabilities – Young children with disabilities (ages 3-5), meeting eligibility criteria as defined in the Georgia Special Education Rules (160-4-7-.01) who are receiving special education and related services through programs in local school systems and Head Start.
11. LSS – Local School System.
12. Preschool Transition Services- The transition of children from preschool to school-age services.

II. RESPONSIBILITIES

A. General

1. GA DOE

GA DOE shall ensure that the responsible local school system develops and implements an IEP for every eligible young child with a significant developmental delay or other disability, regardless of the placement of the student in the continuum of available services/least restrictive environment (LRE).

2. Head Start

Head Start shall participate in the development and implementation of the IEP for each preschool child with a disability who is enrolled in Head Start or who may be enrolled in a Head Start program as a service delivery option.

3. Fiscal Responsibility

When the IEP of a Head Start child with a disability calls for services the Head Start program typically provides to the children it serves, then Head Start retains financial responsibility for providing these services, consistent with the non-supplanting requirements of IDEA 2004.

4. Reimbursement

There are currently no reimbursements made to local systems pursuant to this agreement. Should such payments become necessary, Head Start and DOE will collaborate to amend this agreement to define the terms and conditions under which such reimbursements would be made, responsibility for determination and verification of amounts, for communication with local school systems in regard to procedures, for monitoring and oversight, and for payment documentation and timelines.

B. Eligibility

1. GA DOE

Eligibility to receive special education and related services is determined by the LSS through the evaluation process.

2. Head Start

Head Start shall work with the LSS to establish and implement referral procedures that support and enhance the enrollment of potentially eligible young children with disabilities and their families.

Head Start shall annually conduct developmental, sensory, behavioral, and health status screening of children enrolled in Head Start and, for newly placed children in Head Start, within 45 days of enrollment and in Migrant Head Start, within 30 days of enrollment.

Head Start shall include screening and/or assessment information as data to be considered when Head Start is referring a child with suspected disability to an LSS.

Head Start shall serve on the team making eligibility decisions for young children with disabilities or suspected disabilities.

Head Start shall work cooperatively with the LSS and other agencies to develop and implement the assessment and evaluation process to be used in the identification, placement, and special education service delivery for Head Start children with disabilities.

C. Determination of Services

1. GA DOE shall ensure that the following federal and state requirements are implemented.

a. Evaluation and referral

The responsible LSS shall conduct a full and individual initial evaluation for each child who is referred through Child Find efforts to special education. Evaluations for special education services will be conducted according to timeline requirements outlined in Georgia Special Education Rules, which require that the evaluation and placement shall be completed within 60 calendar days from the school system's receipt of the parent's signed consent for evaluation, excluding winter and spring holiday periods when students are not in attendance for at least five consecutive days. During summer holiday periods, a 90 calendar day timeline is in effect for consents for evaluation received during the 30 calendar days before the last day of school.

The responsible LSS, through the IEP/Placement Committee, shall determine the appropriate special education and related services for eligible young children with disabilities. The LSS shall invite a Head Start representative to participate in the IEP/Placement Committee for each preschool child with a disability who is enrolled in Head Start or who may be enrolled in a Head Start program as a service delivery option.

The responsible LSS, through the IEP/Placement Committee, shall review all IEPs at least annually.

b. Placement Determination

The responsible LSS IEP/Placement Committee shall determine appropriate special education and related services for students with disabilities. An IEP shall be developed for every eligible student with a disability regardless of the placement of the student in the continuum of available services. This continuum of appropriate special education and related services may include, but not be limited to, services provided by public and private schools and agencies. For each preschool child with a disability who is enrolled in Head Start, or who may be enrolled in a Head Start program as a service delivery option, a copy of the IEP shall be provided to the teacher or identified designee for the Head Start Program serving the child.

c. Procedural Safeguards/Parents' Rights

The LSS, when it proposes to initiate or change the identification, evaluation, or educational placement of a student with a disability or the provision of a free, appropriate public education (FAPE) to the student, shall inform the parent(s)/guardian(s) of their procedural safeguards/parental rights through written information in the parent's preferred language (IDEA).

d. Surrogate Parents

Surrogate parents shall be trained by the LSS and appointed, when needed and appropriate.

2. Head Start shall ensure that the following federal and state requirements are implemented.

a. Referral

Head Start shall coordinate and/or collaborate Child Find recruitment activities with the LSS.

Local Head Start programs shall review procedures to ensure that they include the necessary recruitment and enrollment activities for identification of eligible children with disabilities as mandated by Head Start Performance Standards.

b. Evaluation

Head Start shall refer children with suspected disabilities to the LSS as soon as the need is evident for referral and evaluation.

c. Service Determination

Head Start shall collaborate with the LSS in the provision of special education and related services for each preschool child with a disability who is enrolled in Head Start or who may be enrolled in a Head Start program as a service delivery option.

d. Development of the IEP

Head Start shall participate in the development and implementation of the IEP for each preschool child with a disability who is enrolled in Head Start or who may be enrolled in a Head Start program as a service delivery option.

Head Start shall work cooperatively with LSSs to assist parents in acquisition of necessary skills, which allow the support, development, and implementation of their child's IEP.

Head Start shall consult with the LSS personnel regarding IEP meetings for children in their program.

D. Technical Assistance

The ACF Regional IV and Region XII Technical Assistance Networks agree to:

- a. Identify the needs of Head Start and Early Head Start grantees in serving children with disabilities and their families.
- b. Plan and coordinate technical assistance to Head Start and Early Head Start grantees in Georgia.
- c. Provide training and information on this Cooperative Agreement to Head Start and Early Head Start grantees in Georgia.
- d. Provide training and technical assistance to Head Start and Early Head Start grantees to facilitate the development and implementation of local agreements for services to children with disabilities, as requested.
- e. Share training opportunities, resources and information on policies, procedures, and best practices in serving children with disabilities and their families.

III. PROVISION OF SERVICES TO YOUNG CHILDREN WITH DISABILITIES

A. Notice, Transfer of Records, and Procedural Safeguards

Head Start shall inform LSSs of procedural safeguards, including all areas indicated under Head Start Performance Standards, 45 CFR 1304, 1305, and 1308.

Information will be released to the LSS for a child who is enrolled or dually enrolled with Head Start and the LSS. Parent(s)/legal guardian(s)/surrogate parent(s) shall sign an authorization to release information.

Head Start shall keep all personally identifiable information on children with disabilities in a confidential manner according to federal and state regulations.

B. Collaboration

The DOE and Head Start shall ensure that collaboration and cooperation exist in implementing and maintaining a seamless service delivery system for young children with disabilities, ages 3-5, and their families. This will be achieved through the development of collaborative relationships at the state and local levels that result in effective family-centered systems of service.

C. Preschool Services Delivery

1. GA DOE

GA DOE shall ensure oversight responsibility of Child Find activities for all children with disabilities, birth through 21, as stated in IDEA. DOE/LSS shall assume lead responsibility for Child Find activities beginning at age 3.

GA DOE/LSS shall ensure that individual children have been identified, evaluated and placed into special education and related services programs when all requirements of the Georgia Special Education Rules for eligibility have been met.

GA DOE/LSS shall be responsible for the provision of all special education and related services to children, ages 3-21.

2. Head Start

Head Start shall participate in the IEP/Placement Committee with the LSS when parents, and/or other referral sources, consider Head Start as a placement option for young children who may be eligible for special education and related services.

Head Start shall develop preschool transition procedures with LSSs which include, but are not limited to: a process for sharing information; preparing children and families; identifying and providing training needs; meeting agreed upon timelines; maintaining confidentiality; and obtaining parental permission.

Head Start shall coordinate efforts with LSSs to provide an explanation and written notice of special education parental rights under IDEA and Head Start Performance Standards to parents.

Head Start shall encourage and support parental involvement in the special education process, including follow-up activities to reinforce program activities at home.

IV. LOCAL INTERAGENCY AGREEMENTS

Local interagency Agreements

1. GA DOE and Head Start

GA DOE and Head Start strongly recommend that interagency agreements be implemented at the local level between the responsible LSS and the appropriate governing authorities of the local Head Start programs.

2. Content of an Interagency Agreement

The Head Start Program Performance Standards on Services to Children With Disabilities, 45 CFR part 1308.4 (1) addresses Head Start's commitment to specific efforts to develop local interagency agreements between the Local School System (LSS) and other agencies within a grantees service area. These local interagency agreements should address:

- Child Find
- Screening
- Referral procedures
- Diagnostic evaluations
- Individual Education Programs/Family Support Plans
- Placement Decisions
- Transition
- Resource sharing
- Data collection/reporting
- Staff/parent training
- Transportation
- Contracting requirements

It is recommended that interagency agreements establish specific guidelines for dealing with release of information, including names of individuals within each agency responsible for transmission of information; identify responsibilities in delivery of services to young children; and develop written agreements and guidelines regarding referrals and preschool special education services.

3. Quarterly Meetings

It is recommended that the local interagency agreements also include a mechanism for establishing at least quarterly meetings with staff from community agencies that are part of the agreement including Head Start and the LSS. These quarterly meetings shall provide a medium for dialogue about agency policies and procedures; discuss sharing of agency personnel and services currently available and proposed; discuss criteria for crisis intervention; and generate minutes to be shared with agency representatives.

Through this agreement, collaboration between Local School Systems (LSS) and Head Start grantees will facilitate improved programming and direct delivery of services to this population. Collaboration will also facilitate the most effective utilization of available resources while minimizing duplications of service delivery.

V. OTHER

A. Joint Professional Development

GA DOE and Head Start shall undertake joint professional development and in-service activities on statewide, regional, and local levels. State-level DOE and Region IV Head Start and Region XII Migrant and Seasonal Head Start personnel shall cooperate in the dissemination of the terms of this Agreement.

B. Statewide Data Sharing

GA DOE and Head Start shall share non-personally identifiable data on students to determine the degree of success of this Agreement.

C. Compliance Review

GA DOE shall conduct reviews of the delivery of special education and related services to students with disabilities in LSSs. The reviews will be conducted by the GA DOE, Division for Exceptional Students.

When appropriate, DOE and Head Start shall assist LSSs in implementing corrective actions to address any deficiencies if any were identified in the review regarding the delivery of education and related services to young children with disabilities in Head Start programs.

D. Dispute Resolution

Noncompliance with this agreement shall be reported to GA DOE/Division for Exceptional Students and/or to U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, Georgia Head Start Programs, and the East Coast Migrant Head Start Project for investigation and resolution. Both local Head Start programs and DOE/LSS agree to confer in order to bring resolution to any dispute through mediation or other administrative or legal remedies.

E. Third Parties

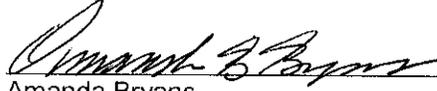
This Agreement shall not be construed to create rights in any third parties.

Scott D. Austensen
Deputy Superintendent of Finance and Business Operations
Federal EIN: 58-6002042
Georgia Department of Education

Signatures



Scott Austensen
Deputy State Superintendent of Schools
Georgia Department of Education



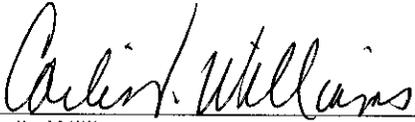
Amanda Bryans
Director of Program Operations
Migrant and Seasonal Head Start Branch

11-29-05

Date

11/8/05

Date



Carlis Williams
Region IV Administrator
Administration for Children and Families
U.S. Department of Health and Human Services



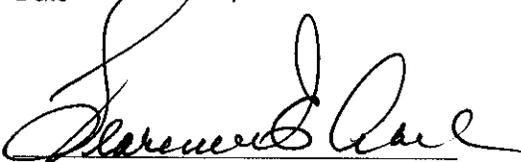
Rafael Guerra
Executive Director
East Coast Migrant Head Start Project
Region XII

11/29/05

Date

11/14/05

Date



Flo Abel
President
Georgia Head Start Association



Robert Lawrence
Assistant Director
Department of Early Care and Learning
Georgia Head Start State Collaboration Project

11-22-05

Date

11/16/03

Date