

MEMORANDUM OF UNDERSTANDING
Interagency Cooperative Transition Process

THIS MEMORANDUM OF UNDERSTANDING, effective the 1st day of October, 2008 (“Effective Date”), is by, between, and among Lake and Peninsula Borough School District (“LPBSD”), Southwest Region School District (“SWRSD”), Dillingham City School District (“DSCD”), and Bristol Bay Borough School District (“BBBSD”) (collectively, “School Districts”), Bristol Bay Native Association, Head Start Program (“BBNA Head Start”), and Bristol Bay Area Health Corporation Infant Learning Program (“BBAHC-ILP”) (collectively, the “Parties”).

A. Through interagency planning, the Parties desire to eliminate duplication of services, promote the efficient use of resources, and clarify agency roles and responsibilities to promote continuous, well-coordinated services for young children and their families;

B. The purpose of this Memorandum of Understanding is to outline the collaboration and coordination of services to meet the educational needs of children with special needs (“Children”);

C. The Parties desire, through this Memorandum of Understanding, to formalize communication between and among the Parties, to comply with federal and state requirements for serving Children, and to promote a seamless transition from Part C to Part B service systems.

NOW, THEREFORE, in consideration of the promises contained in this Memorandum of Understanding, the desire of the Parties to comply with legal requirements, and other good and valuable consideration, the delivery and sufficiency of which is acknowledged, the Parties agree as follows:

1. Responsibilities of the Parties. Each Party agrees to:

1.1 Inform its appropriate staff and workforce of this Memorandum of Understanding, encourage workforce cooperation and understanding at all levels, and assume responsibility to comply with this Memorandum of Understanding.

1.2 Evaluate this cooperative effort and this Memorandum of Understanding annually.

1.3 Educate its entire workforce on their responsibilities under this Memorandum of Understanding.

1.4 Collaborate and coordinate with the other Parties to promote attendance by Children and their parents, guardians, or other persons acting *in loco parentis* (“Parents/Personal Representatives”) at all scheduled appointments and meetings.

1.5 Require its own workforce attendance and participation at scheduled appointments and meetings, including the transition meetings concerning Children entering special education programs and the development of the Individualized Family Service Plan (“IFSP”) and the Individual Education Plan (“IEP”).

1.6 Strongly encourage the Parents/Personal Representatives to participate in all appointments and meetings, specifically including the IEP meeting.

1.7 Plan and participate in transition activities for Children and their Parents/Personal Representatives prior to the Child’s third birthday or when entering or leaving an Early Childhood Program.

2. BBAHC-ILP and BBNA Head Start Responsibilities. BBAHC-ILP and BBNA Head Start agree to:

2.1 Review health and other information related to Children and their families (“Child Information”) in accordance with applicable law.

2.2 Plan a transition meeting with Parent/Personal Representative and applicable other Parties at least ninety (90) days before the Child’s third birthday. This responsibility may be assigned to other Parties when appropriate.

2.3 When applicable, use School District’s referral forms when referring Children for further evaluation or special education services.

2.4 Provide Parent/Personal Representative with a written notice through the Individualized Family Service Plan (“IFSP”) that the Child has been referred to the applicable School District for possible service.

2.5 Provide the applicable School District with documentation of pre-referral interventions (e.g., screenings, observations) and/or other accommodations.

2.6 With Parent/Personal Representative permission, provide the applicable School District with all available evaluation information to assist in the determination of eligibility for special education.

3. BBAHC-ILP’s Responsibilities. BBAHC-ILP shall:

3.1 Provide follow-up consultation on Children’s specific conditions, needs, and family concerns as requested and necessary, as allowed by law.

3.2 Follow basic transition timelines as required by law.

3.3 Develop in consultation and collaboration with the Parents/Personal Representatives and School Districts and/or BBNA Head Start, a written plan that states roles, responsibilities, and goals for the transition period prior to the Child’s third birthday.

4. BBNA Head Start Responsibilities. BBNA Head Start agrees to:

4.1 Assist BBNA Head Start workforce, including teachers and home visitors, in understanding and facilitating the goals and objectives of the Child’s IEP in collaboration with the applicable School District special education staff.

4.2 Provide enrollment and inclusion opportunities for Children into the Head Start program.

4.3 Provide placement, whenever possible, for Children exiting BBAHC-ILP on or about their third birthday.

4.4 Develop in consultation and collaboration with the Parents/Personal Representatives, BBAHC-ILP, and School Districts, a written plan that states roles, responsibilities, and goals for the transition period prior to the Child’s third birthday.

4.5 Make transition plans and attend transition meetings on Children entering kindergarten.

5. School Districts’ Responsibilities. School Districts agree to:

5.1 Review and respond to referrals from BBAHC-ILP and BBNA Head Start within the timeframes specified by law.

5.2 Consider current BBAHC-ILP and BBNA Head Start program evaluations as basis for appropriate referrals, eligibility determination, and program planning.

5.3 Develop, in consultation and collaboration with the Parents/Personal Representatives and BBAHC-ILP and BBNA Head Start and the local school district, a written plan that states roles, responsibilities, and goals for the transition period prior to the Child's third birthday.

5.4 Invite Parents/Personal Representatives and, with appropriate permission, supporting agencies to the eligibility determination meeting and the IEP meeting, which meetings may be held concurrently.

5.5 Provide special education services to eligible children in accord with the IFSP/IEP and applicable laws.

6. Compliance with Law. Each Party shall comply with those federal, state, and local laws and requirements applicable to that Party related to serving children with special education needs and to health information privacy, security, and confidentiality requirements, including but not limited to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and the Federal Educational Rights and Privacy Act ("FERPA").

7. Confidentiality. Each Party shall, and shall require its workforce and agents to, use appropriate physical, technical, and procedural safeguards to protect the privacy, security, confidentiality, and integrity of all Child Information and prevent the use or disclosure of any Child Information other than as provided for in this Memorandum of Understanding or as required or permitted by law. Each Party will use, disclose, or request only the minimum necessary Child Information to accomplish the purpose of such use, disclosure, or request. No Party shall act or fail to act in a manner that would cause another Party to not be in compliance with federal, state, or local laws, specifically including but not limited to HIPAA and FERPA.

8. Authorization and Other Documentation. Each Party shall be responsible for obtaining all required authorizations, consents, releases, and other documentation necessary for it to receive, use, and/or disclose Child Information of a Child. Notwithstanding the foregoing, the Parties shall coordinate efforts to obtain and provide such appropriate and required documentation. In the event any Party receives a revocation of any authorization, the Party promptly shall inform the other Party(ies) and provide a copy of such revocation. When a revocation is received and/or informed of such revocation, the Parties shall cease using and disclosing the Child Information affected by such revocation.

9. Term and Termination.

9.1 This Memorandum of Understanding shall have an initial one (1) year term ("Initial Term"). Thereafter, this Memorandum of Understanding shall automatically renew for additional one (1) year terms ("Renewal Terms") unless any Party gives thirty (30) day written notice to the other Parties of its intent not to renew. For purposes of the Memorandum of Understanding, "Term" shall mean the Initial Term and any Renewal Terms.

9.2 Any Party may terminate this Memorandum of Understanding upon thirty (30) days advance written notice to the other Parties.

9.3 Any Party may terminate this Memorandum of Understanding immediately upon written notice to the other Parties in the event of a material breach by any other Party(ies), which breach is not cured by the breaching Party(ies), to the non-breaching Party's reasonable satisfaction, within ten (10) days of such notice.

9.4 In the event of termination of this Memorandum of Understanding for any reason, the Parties will continue to safeguard the privacy, security, confidentiality, and integrity of any and all Child Information.

10. Amendment. This Memorandum of Understanding may be amended only upon the written agreement of the Parties.

11. No Third Party Beneficiaries. This Memorandum of Understanding does not, and is not intended to, grant any rights to any third party other than the Parties and their successors and assigns.

12. Governing Law. This Agreement will be governed by the laws of the State of Alaska. Jurisdiction and venue for any dispute arising out of or in connection with this Memorandum of Understanding shall be in the State of Alaska Court, Third District of Anchorage, Alaska.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding as of the date(s) indicated below.

BRISTOL BAY NATIVE ASSOCIATION
HEAD START PROGRAM

By: _____
Its: _____
Date: _____
Address: _____

Telephone: _____
Fax: _____

LAKE AND PENINSULA BOROUGH
SCHOOL DISTRICT

By: _____
Its: _____
Date: _____
Address: _____

Telephone: _____
Fax: _____

SOUTHWEST REGION SCHOOL DISTRICT

By: _____
Its: _____
Date: _____
Address: _____

Telephone: _____
Fax: _____

DILLINGHAM CITY SCHOOL DISTRICT

By: _____
Its: _____
Date: _____
Address: _____

Telephone: _____
Fax: _____

BRISTOL BAY BOROUGH SCHOOL DISTRICT

By: _____
Its: _____
Date: _____
Address: _____

Telephone: _____
Fax: _____

BRISTOL BAY AREA HEALTH CORPORATION
INFANT LEARNING PROGRAM

By: _____
Its: Program Coordinator
Date: _____
Address: _____

Telephone: 907-842-3398; (toll free): 888-648-4325
Fax: 907-842-2039