



Board Office Use: Legislative File Info.	
File ID Number	22-1003
Introduction Date	5/11/22
Enactment Number	22-0849
Enactment Date	5-25-2022 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director of Special Education
Christie Herrera, Executive Director of Early Childhood Education Dept

Meeting Date May 11, 2022

Subject Services Agreement 2021 - 2022 - The Unity Council Head Start Program - No Cost - Early Childhood Education Department

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services Approval by the Board of Education of a Contract Agreement between the District and The Unity Council Head Start Program, Oakland, CA, for the latter to provide a framework for collaboration between the Oakland Unified School District and The Unity Council Children and Family Services program to serve children with disabilities, age 2.9 through 6, inclusive; and assures the delivery of services to young children with disabilities and their families is in compliance with federal and state laws and regulations in conjunction with the Early Learning Department for the period of January 1, 2022 through December 31, 2022, at no cost to the District.

Term Start Date: January 1, 2022 End Date: December 31, 2024

Not-To-Exceed Amount \$0

Competitively Bid No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions No in-kind contributions.

Funding Source(s)

No Fiscal Impact. No-cost agreement.

Background

(i) OUSD works in collaboration with all early childhood Head Start programs in the city of Oakland in order to make sure we are meeting our child find mandate and appropriately serving preschool aged students with special needs in our city. (ii) The Unity Council holds a Head Start contract that is a federally funded comprehensive program that provides education, and social services to low-income young children and their families. The Unity Council Head Start Program serves children and their families throughout the city of Oakland.

Attachment(s)

- Interagency Agreement 2022-2024

INTERAGENCY AGREEMENT
BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

THE UNITY COUNCIL
HEAD START PROGRAM

January 1, 2022 through December 31, 2024

CONTENTS

	<u>Page</u>
I. Purpose and Scope of the Agreement	3
1. Purpose	
2. Parties	
II. Review of Interagency Agreement	4
III. Roles and Responsibilities	4
A. Child Find	
B. Referral	
C. Assessment	
D. IEP	
E. Enrollment	
F. Service Delivery	
G. Transportation	
H. Transition	
I. Procedural Safeguards	
J. Training and Technical Assistance	
K. Funding	
L. Monitoring	
M. Dispute Resolution	
IV. Communication	10
V. Terms of Agreement and Signature Approval	12
VI. Appendixes	
Appendix A Oakland Unified School District Contact Information	

I. PURPOSE AND SCOPE

1. Purpose

The purpose of this agreement is:

- To establish a framework for collaboration between the LEA, Oakland Unified School District, and the Unity Council CHILDREN AND FAMILY SERVICES Program. The agreement outlines the provision of services to children with disabilities, age 2.9 through 6, inclusive; and
- To assure that the delivery of services to young children with disabilities and their families is in compliance with federal and state laws and regulations.

This agreement applies to children with disabilities who meet the eligibility criteria for Head Start and for special education through local education agencies (LEA).

2. Parties

The Oakland Unified School District, Programs for Exceptional Children (District) and the Unity Council CHILDREN AND FAMILY SERVICES program, in accordance with *IDEA 2010 (update)* amendments, Part B, and in accordance with California Education code 56443 enter into this binding agreement, recognized by both parties, to serve individuals with exceptional needs residing in the City of Oakland and attending The Unity Council, Children and Family Services (CFS) Program. The Program Director will act as liaison for the Unity Council Children and Families Services Program. The Director of Programs for Exceptional Children will act as liaison for the District.

LEA: Local Educational Agency is the Oakland Unified School District and SELPA (Special Education Local Planning Agency), who administers the Programs for Exceptional Children. The OUSD is responsible for assuring that all preschool children with disabilities that meet eligibility criteria receive a free, appropriate public education in the least restrictive environment. These preschool programs must offer a range of program options and coordinate with other community services to meet the needs of children. Special education is an entitlement program for all children who meet eligibility criteria and require special education and related services. Federal requirements for preschool special education services are described in the Individuals with Disabilities Education Act (IDEA), 20 USC sections 1414. California requirements are contained in California Education Code sections 56440-56449 and other related sections and in the California Code of Regulations (CCR), Title 5, sections 3030 and 3031.

Children and Family Services: Children and Family Services holds a Head Start contract that is a federally funded comprehensive program that provides education, and social services to low-income young children and their families. Head Start programs have limited enrollment based on age, income, and other priorities set by local Grantees. The Unity Council Head Start Program serves children and their families throughout the city of Oakland.

II. REVIEW OF INTERAGENCY AGREEMENT

This interagency agreement will be jointly reviewed and revised by the Unity Council and by Oakland Unified School District, Programs for Exceptional Children. This interagency agreement will be updated annually and revised every 3 years by a joint committee of agency representatives. However, the Unity Council Children and Family Services Program or the Oakland Unified School District, Programs for Exceptional Children may request a meeting at any time to make changes to the document.

The term of this interagency agreement shall begin on the date of signatures and continue until December 31, 2024 or until replaced by a new agreement, whichever occurs first.

III. ROLES AND RESPONSIBILITIES

A. Child Find

CHILD FIND/ SCREENING: All children with disabilities who require special education must be identified, located, and evaluated. (California Education Code §§ 56300 - 56302, IDEA PART B Regulations 34 CFR § 300.111, Head Start - 45 CFR 1302.33(3) 1302.33(b)(3).)

According to Education Code 56301, all individuals with disabilities residing in the state, including pupils with disabilities who are enrolled in elementary and secondary schools and private schools, including parochial schools, regardless of the severity of their disabilities, and who are in need of special education and related services, shall be identified, located, and assessed as required by paragraph (3) and clause (ii) of paragraph (10) of subsection (a) of Section 1412 of Title 20 of the United States.

The District shall:

- Include CFS/Head Start in the child find plan under Part B of the Individuals with Disabilities Education Act (IDEA).
- Inform CFS/Head Start of the appropriate local referral procedures (Appendix A) and referral information to be provided.
- Identify District staff responsible for accepting and processing the referral of students from Head Start.
- Report results of referral and assessment process to CFS/ Head Start Disabilities Coordinator with parent's written consent.

CFS/Head Start shall:

- Participate in the District child find plan under Part B of IDEA.
- Screen all children and refer those suspected to need special education and related services to the Preschool Diagnostic Team for assessment.

- Provide the District's Preschool Diagnostic Team required information for the child who is suspected to have a disability. This is done throughout the year in CFS/Head Start child recruitment efforts and meetings.

B. Referral

REFERRAL: All children with disabilities who require special education must be identified, located, and evaluated. (California Education Code sections 56300 - 56302, IDEA PART B Regulations 34 CFR section 300.220, Head Start - 45 CFR 1302.33(3) and 1302.33(b)(3).

The District shall:

- Inform CFS/Head Start of the appropriate LEA referral procedures and referral information required. Upon receipt of referral, the District shall act on referrals from CFS/Head Start in accordance with the California Education Code § 56043.
- Begin special education timelines upon receipt of the written referral via email pursuant to Education Code § 56321(a).

CFS/Head Start shall:

- Inform the LEA Diagnostic of Special Education Center of appropriate local CFS/Head Start referral procedures and referral information to be provided 45CFR § 1302.33(3)
- Inform the LEA of the name of the Disabilities Service Manager for the Grantee agency.
- Secure parent permission to refer. Family Advocates, Center Directors or Mental Health and Disabilities Coordinator or Manager will email or fax referral to Diagnostic of Special Education Center.
- Be responsible for referring children suspected to need special education to the local LEA Diagnostic of Special Education Center for assessment as soon as need is evident and parent permission obtained pursuant to 45 CFR §§1302.33(3) and 1302.33(b)(3).
- Use the LEA referral forms or grantee CFS/Head Start/Early Head Start Referral Process.

C. Assessment

ASSESSMENT AND EVALUATION: Each child who is suspected of having a disability and needing special education that is referred for assessment shall have the benefits of a multi-disciplinary assessment process, and no single procedure shall be used as sole criterion for assessment. [California Education Code §§ 56320-56321(a), IDEA PART B, 34 CFR §§300.300-300.311, Head Start Act 2007 Section 640 (d)(1).]

The District shall:

- Ensure that an individualized evaluation is conducted for each child who is suspected of having a disability and whose parent/guardian provides a written consent for special education and related services under Part B of the Act.
- Ensure the evaluation is conducted in accordance with the procedures described in 34 CFR §§ 300.301-300.306.
- Ensure the results of the evaluation are used by the child's IEP team in meeting the requirements of 34 CFR § 300.305.
- Notify parents of the date of the initial Individualized Education Program (IEP) meeting 10 days prior.
- Contact parent(s) by telephone or email to arrange intake interview, assessment time and place.
- The primary timelines affecting special education programs are as follows: (A) A proposed assessment plan shall be developed within 15 calendar days of the referral for assessment unless the parent agrees in writing to an extension, pursuant to Education Code § 56321(a). (B) A parent shall have at least 15 calendar days from the receipt of the proposed assessment plan to arrive at decision, pursuant to Education Code § 56321(c). (C) As a result of a pupil assessment, an Individualized Education Program is required to be developed within 60 calendar days, unless the parent agrees in writing to an extension, pursuant to Education Code § 56344.
- Notify parent in writing to confirm assessment time and place; OUSD shall e-mail Mental Health and Disabilities Manager of notification of assessment time and place.
- Contact CFS/Head Start in event of difficulty contacting parent(s) to provide support in contact.
- Assist in locating interpreters for children and families as needed.
- Once the IEP is signed, OUSD will send (via email, mail, or fax) a signed copy of the IEP to the Unity Council Mental Health and Disability Manager.

CFS/Head Start shall:

- In accordance with 45 CFR § 1302.33, CFS/Head Start will, in collaboration with each child's parent and parent consent, complete or obtain current developmental screening within the first 45 days of attendance in the Head Start program.

- CFS/Head Start will complete the OUSD parent-questionnaire with the child's family or guardian and provide a copy to the District.
- The Mental Health and Disabilities Manager will with parent permission provide OUSD with the screening results and assessment information as part of the referral process.
- As requested by OUSD, provide copy of child's birth certificate, parent/guardian ID, three proof of address, screening/assessment results and medical exam form with parent consent as part of the referral process.
- Provide District with appropriate signed consent form and parent contact information.
- Assist the District by working with parents to schedule and keep assessment appointments. Family Advocates and Center directors will remind parents of upcoming assessment and meeting dates.

D. Individualized Education Program (IEP)

INDIVIDUALIZED EDUCATION PLAN: An Individualized Education Plan must be developed and implemented for each child with a disability to receive special education and related services in the least restrictive environment [California Education Code §§ 56340-56382, 56445 (a-d), 45 CDR §§ 300.320-300.328; 45 CFR §§ 1302.61, 1302.62, 1302.63; Head Start Act 2007 Section 640 (d) (1)]

The District shall:

- Notify the parent(s) in writing, via mail or email 10 days prior to the individualized education program meeting, pursuant to subdivision (b) of Section 56341.5.
- Notify CFS/Head Start Mental Health and Disability Manager of the IEP date, time and place via mail or email.

CFS/Head Start shall:

- Participate in the development of the IEP for each child with exceptional needs who is enrolled in CFS/ Head Start. CFS/Head Start personnel in attendance at the IEP meeting will explain all IEP information and objectives to the receiving CFS/Head Start teacher when the teacher is not in attendance at the IEP meeting.
- Implement, as appropriate, IEP goals and objectives.
- Participate in annual IEP reviews with parents and LEA staff.
- Individualize and implement for each child, as appropriate, IEP goals.
- Support children and families in CFS/Head Start that have an IEP.

E. Enrollment

ENROLLMENT: Enrollment of children with disabilities in CFS/Head Start must meet the policies and procedures of both LEA and Head Start. [California Education Code 56440 (d) and 45CFR § 1302.14(b)].

F. Service Delivery

SERVICE DELIVERY - Children with disabilities and their families shall receive educational and related services as identified in their IEP. [34 CFR §§ 300.320, 300.323; California Education Code § 56441.1(a), Head Start - 45 CFR 1302 Subpart F.]

G. Transportation Services

In accordance with California Education Code § 56441.14, transportation will be offered by OUSD to children eligible for transportation services as determined by their IEP meeting and in compliance with the OUSD SELPA transportation policy.

H. Transition

Transition: CFS/Early Head Start and Head Start students with disabilities shall be assessed and receive support in planning transitions between CFS/Head Start programs and and Kindergarten/elementary programs. [California Education Code § 56445(a- d)]; 45 CFR 1302 Subpart F and 45 CFR §§ 1302.70(e) and 1302.71(e).]

The District shall:

- Establish a system to ensure a smooth transition of children with disabilities from CFS/Head Start programs to the public schools.
- Work in partnership with Part C LEA to ensure a smooth and timely transition of services if needed for children with identified disabilities.

CFS/Head Start shall:

- Coordinate with the District to ensure that individual CFS/Early Head Start or Head Start children's relevant records are transferred to the school or next placement in which a child will enroll or from earlier placements in CFS/Early Head Start or Head Start.

I. Procedural Safeguards

PROCEDURAL SAFEGUARDS: Early Head Start and Head Start students with disabilities and their families shall be afforded procedural safeguards and confidentiality of records requirements according to IDEA. [34 CFR §§ 300.500-300.520), California Education Code §§ 56500.1 - 56507; and Head Start - 45 CFR 1302 Subpart F.]

The District shall:

- Implement all procedural safeguards in accordance with California and federal laws and regulations.
- Inform parents of legal rights and protections, including due process hearing and complaint procedures during IEP team meetings on at least an annual basis.
- Inform CFS/Head Start of any due process hearing or grievances of children and families who are provided special education by the District and enrolled in CFS/Head Start.

CFS/Head Start shall:

- Ensure that all procedural safeguards in accordance with California and federal laws and regulations are implemented.
- Inform parents of legal rights and protections.

J. Training and Technical Assistance

TRAINING AND TECHNICAL ASSISTANCE: Training and technical assistance shall be provided for the implementation of early education programs for preschool children with disabilities. [California Education Code § 56441.13;34 CFR § 300.382);45 CFR § 1301.5; 45 CFR 1302.12 (m)(1).]

The District shall:

- Offer training to both District and Head Start personnel as appropriate.
- Participate in Head Start sponsored training opportunities as appropriate.

CFS/Head Start shall:

- Offer training to both District and CFS/Head Start personnel as appropriate.
- Designate the Mental Health and Disabilities Manager as the person responsible for the coordination of training opportunities with the District as appropriate.

K. Funding

FUNDING: Funding shall be provided to local education agencies for services to preschool age children with disabilities and their families in Head Start. Administrative support for collaborative funding is through the interagency agreement between the California Department of Education and the Administration for Children and Families. [California Education Code § 56443 (a)(b).]

The District shall:

- Finance the costs of special education (which includes screenings, district assessments, etc.) and related services for all children with exceptional needs including children involved in Head Start as specified in the IEP, and whom the LEA is mandated to provide special education and related services.

CFS/Head Start shall:

- CFS/Head Start shall pay for the cost of comprehensive child development services for all children, including children with disabilities, enrolled in CFS/ Head Start.

L. Monitoring

MONITORING: District and CFS/Head Start staff shall monitor programs to assure that services to children with disabilities and their families are provided according to state and federal laws and regulations [34 CFR § 300.600, California Education Code §§ 56124, 56125 and 56380; 42 CFR § 9836(a) and 45 CFR § 1304.1-5.]

The District shall:

- Monitor CFS/Head Start referrals, transitions and the implementation of all IEPs developed by LEA.
- IEPs will be reviewed at least annually.

CFS/Head Start shall:

- Establish a system of ongoing monitoring of referral, assessment, IEP, Parent Rights, and transition procedures during annual self-assessment process.

M. Dispute Resolution

DISPUTE RESOLUTION: District and CFS/Head Start staff at the state and local levels should address any disputes through a mutually agreed upon process [34 CFR § 303.511; 2 CCR § 60600.]

The District shall:

- Meet with CFS/Head Start Staff (including but not limited to CFS/ Head Start Mental Health and Disability Manager), to develop a mutually agreeable solution. If misunderstandings or disputes occur between agencies regarding policies and procedures necessary to accomplish the objectives of this agreement. These disputes should be resolved at the lowest administrative level possible.
- A misunderstanding or dispute that has not been resolved at the local level within 30 days shall be referred to the SEA and Region IX ACF for assistance in resolution.

CFS/Head Start shall:

- Meet with OUSD staff person, designated by OUSD, if misunderstandings or disputes occur between agencies about policies and procedures necessary to accomplish the objectives of this agreement. These disputes should be resolved at the lowest administrative level possible.
- A misunderstanding or dispute that has not been resolved at the local level within 30 days shall be referred to the SEA and Region IX ACF for assistance in resolution.

IV. COMMUNICATION

Confidentiality

All Head Start and local education agencies shall comply with all applicable federal and state statutes as appropriate, and rules regarding use or disclosure of information, including, but not limited to, information concerning children receiving services under this agreement.

Programs must have written parent consent to release information on children with disabilities to another agency.

District Diagnostic Center Staff and CFS/Head Start Disabilities will meet quarterly or as needed.

Information regarding the update(s) and referral status of all children who have been referred for assessments in the CFS/Head Start program will be forwarded to the CFS/Head Start Mental Health and Disabilities Manager.

A. The District shall provide information to the CFS/Head Start/Early Head Start Mental Health and Disabilities Manager at the Unity Council on:

OUSD Process	OUSD contact information	OUSD Responsible Party
-Referral Process/Phase -Assessment Plan -Initial IEPs	510-879-5004 (phone) 510-729-7767 (fax)	OUSD Diagnostic Center
-Student's program placement -Annual IEPs		-Special Day Teacher or other Case manager
Transportation	510-879-5005	Director of Transportation

B.

V. TERMS OF THE AGREEMENT and SIGNATURE APPROVAL

This Agreement will become effective upon signature by the authorized representative of all parties. This Agreement is to be reviewed annually and updated every three years or sooner. This provision does not preclude the parties from revising the inter-agency agreement at any time, when they determine a revision is necessary.

VI. SIGNATURES

FOR: Oakland Unified School District and Oakland SELPA

BY: 
Jennifer Blake (Apr 8, 2022 09:09 PDT)

TITLE: Executive Director, Special Education

NAME: Jennifer Blake

DATE: Apr 8, 2022

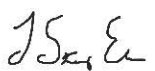
FOR: Grantee Agency, the Unity Council - Children and Family Services, Head Start/Early Head Start Program

BY: 
Luis Arenas (Apr 7, 2022 16:03 PDT)

TITLE: Director of Children and Family Services

NAME: Luis Arenas

DATE: Apr 7, 2022

Approved as to form by OUSD Staff Attorney J. Sterling Elmore, 04/07/2022. 









2022 04 07 Final Interagency Agreement OUSD and TUC 2022-2024

Final Audit Report

2022-04-08

Created:	2022-04-07
By:	THERESA LOZACH (theresa.lozach@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzvRO7fPbloT4B7mAurQ9nqN2_g3aWy5

"2022 04 07 Final Interagency Agreement OUSD and TUC 2022-2024" History

-  Document created by THERESA LOZACH (theresa.lozach@ousd.org)
2022-04-07 - 10:58:33 PM GMT - IP address: 66.189.71.2
-  Document emailed to Jennifer Blake (jennifer.blake@ousd.org) for signature
2022-04-07 - 10:59:53 PM GMT
-  Document emailed to Luis Arenas (larenas@unitycouncil.org) for signature
2022-04-07 - 10:59:53 PM GMT
-  Email viewed by Luis Arenas (larenas@unitycouncil.org)
2022-04-07 - 11:02:39 PM GMT - IP address: 172.225.89.111
-  Document e-signed by Luis Arenas (larenas@unitycouncil.org)
Signature Date: 2022-04-07 - 11:03:34 PM GMT - Time Source: server- IP address: 172.58.88.185
-  Email viewed by Jennifer Blake (jennifer.blake@ousd.org)
2022-04-08 - 4:08:54 PM GMT - IP address: 66.249.84.75
-  Document e-signed by Jennifer Blake (jennifer.blake@ousd.org)
Signature Date: 2022-04-08 - 4:09:53 PM GMT - Time Source: server- IP address: 76.126.224.125
-  Agreement completed.
2022-04-08 - 4:09:53 PM GMT