

MEMORANDUM OF AGREEMENT

between

KANSAS COORDINATING COUNCIL ON EARLY CHILDHOOD  
DEVELOPMENTAL SERVICES

and

KANSAS STATE DEPARTMENT OF EDUCATION,  
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,  
KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

This memorandum of agreement, effective July 1, 2009, is made between the CCECDS and the following State Agencies: the Kansas State Department of Education (KSDE), the Kansas Department of Health and Environment (KDHE), and the Kansas Department of Social and Rehabilitation Services (SRS).

PURPOSE:

Each of the parties to this Agreement has duties and responsibilities relating to services for Kansas children birth through age five years with or at risk of disabling conditions and their families. The Kansas Coordinating Council on Early Childhood Developmental Services (CCECDS), also referred to as the State Interagency Coordinating Council (SICC), is established to ensure that a comprehensive service delivery system of integrated services is available in Kansas for all children with or at risk of developmental delays from birth through age five and their families. In furtherance of this mission, the CCECDS serves as liaison with local interagency coordinating councils (LICCs) and advises and assists the lead agency for Part C of the federal Individuals with Disabilities Education Act (IDEA). See KSA 74-7802. The parties to this memorandum agree as follows:

The CCECDS will:

- 1) Coordinate with state agencies to ensure that a comprehensive service delivery system of integrated services is available in Kansas for all children with or at risk of developmental delays from birth through age five and their families.
- 2) Advise and assist the lead agencies, KDHE and KSDE, for IDEA Parts C and B 619 respectively, through CCECDS meetings convened for the purpose of addressing improvement activities, transition, public awareness, accountability, and other needs identified through Parts C and B 619 as related to state or federal performance requirements. These activities will occur at least quarterly.

- 3) Coordinate with all the state agencies that are members of CCECDS on preparation of agendas for CCECDS meetings. Arrange facilities and logistics, prepare minutes and post on website.
- 4) Facilitate communication and flow of information with the chairperson of each of the local ICCs. As designated by Parts C and B 619, attend at least eight (8) LICC meetings to assist them in meeting the requirements of KAR 28-4-565. Provide written reports to the CCECDS regarding meeting outcomes and technical assistance results.
- 5) By January 15, 2010, provide an annual report to the Governor, to the Secretaries of KDHE and SRS, and to the Commissioner of KSDE about the accomplishments of the council during 2009. This report shall be separate from the Annual Performance Report (APR) submitted to the Office of Special Education Programs (OSEP) of the U.S. Department of Education. It will include the activities of the CCECDS relating to duties 1) through 4) above. The annual report will be posted on the CCECDS website.
- 6) Utilize a public notice process to announce vacancies on the Council and post online the selection process. Conduct or arrange initial orientation of new members utilizing an orientation manual, and conduct annual training of all members with records of participation.
- 7) Post online a membership directory to include names, constituencies represented, and term expiration.
- 8) Solicit information and opinions from concerned agencies, groups, and individuals on proposed policies and recommendations for the delivery of health, education, and social services of young children from birth through age five with or at risk for disabling conditions and their families KSA 74-7802 (a).
- 9) Other duties as outlined in federal and state laws and regulations.

The State Agencies will:

- 1) Provide funding for salary and operating expenses of 1.0 FTE CCECDS staff person to include travel to assist LICCs, contingent upon receipt of federal funds;
- 2) Provide funding for expenses as would be incurred by Council members in performance of Council duties;
- 3) Transfer funds to the CCECDS account as follows:
  - a) KSDE Part B 619 of IDEA agrees to transfer the sum of \$43,000;

- b) KDHE Part C of IDEA, as amended, agrees to make available the sum of \$43,000;
  - c) SRS agrees to transfer the sum of \$10,000 to support parent member participation in Council activities.
- 4) Provide consistent agency representation in attendance at all meetings of the CCECDS, including committee meetings. Every attempt will be made to provide representatives who are prepared to speak on behalf of their agency.
  - 5) Give careful consideration to the recommendations, questions, and/or concerns that are forwarded to them by the CCECDS as part of its statutory mission {KSA 74-7802(a)} to advise and assist. Verbal or written responses will be provided, as appropriate.

It is mutually agreed that:

- 1) The CCECDS may appoint one staff person who will be assigned to the Council Chairperson, as provided in KSA 74-7803(b).
- 2) The CCECDS staff will be physically housed at KDHE or one of the participating agencies in this contract.
- 3) The CCECDS staff person shall be in the unclassified service under the Kansas Civil Service Act and shall receive compensation fixed by the CCECDS and approved by the governor. Such compensation shall be paid, subject to appropriations, from federal funds made available to the state for early childhood services for persons with disabilities per KSA 74-7803 (b).

This Agreement shall be in effect July 1, 2009 and is continuing in nature as hereinafter described until such time as it is terminated by any of the parties. The Agreement may be terminated upon the written mutual consent of the parties or upon thirty days (30) written notice of termination from one party to the others. Upon termination, each party shall be relieved of any obligation to be performed after the date of said termination and if any funds contributed by a party are not needed to provide for obligations incurred to the date of terminations, said funds shall be refunded to the party that contributed the same.

The Agreement shall be revised and updated by June 1 of each year by the parties to this Agreement or whenever a major organizational change occurs. Such review shall be for the purpose of modification, clarification or redefinition of any provision as deemed necessary. Any modifications shall require review by the signing parties.

The provisions contained in the contractual provisions attachment (Form DA-146a) are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first above written.

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Alexa Posny, Commissioner of Education  
KS State Department of Education  
120 SE 10<sup>th</sup> Street  
Topeka, KS 66612

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Date

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Roderick L. Bremby, Secretary  
Kansas Department of Health and Environment  
1000 SW Jackson  
Topeka, Ks 66612

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Jordan, Secretary  
KS Department of Social & Rehabilitation Services  
914 SW Harrison  
Topeka, KS 66612

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Mitchell, Chair  
CCECDS  
Wichita State University  
College of Education  
1845 Fairmount  
Wichita, KS 67260-0028

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Date