INTRAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN THE TENNESSEE DEPARTMENT OF EDUCATION'S OFFICE OF EARLY LEARNING AND THE TENNESSEE DEPARTMENT OF EDUCATION'S DIVISION OF SPECIAL EDUCATION

Relative to

THE TENNESSE DEPARTMENT OF EDUCATION'S ADMINISTRATION OF PROGRAMS FOR CHILDREN AGED THREE (3) THROUGH FIVE (5) YEARS PURSUANT TO PART B OF THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA)

The purpose of this memorandum of understanding by and between the parties named above is to provide for the administration of programs for children with disabilities aged three (3) through five (5) pursuant to 20 U.S.C. §1419, et seq. and 34 C.F.R. Part 300.800, et seq., (IDEA).

WHEREAS, The Tennessee Department of Education has determined that its responsibilities for IDEA programs for children with disabilities aged three (3) through five (5) will be administered by the Department's Office of Early Learning; and

WHEREAS, heretofore, administration of IDEA programs for children with disabilities aged three (3) through five (5) has been administered by the Department's Division of Special Education;

NOW, THEREFORE, BE IT RESOLVED THAT: The parties to this Memorandum of Understanding will cooperate in administering IDEA programs for children with disabilities aged three (3) through five (5), as further described below.

Responsibilities of Office of Early Learning

1. The Office of Early Learning will administer the Department's IDEA compliance, data management, funding, program management and reporting obligations relative to children with disabilities aged three (3) through five (5).

Responsibilities of Division of Special Education

2. The Division of Special Education will ensure that IDEA funds and all other documents and information for the administration of programs for children with disabilities aged three (3) through five (5) are directed to the Office of Early Learning for administration.

Shared Responsibilities

3. All employees of the parties hereto will be acting within the scope of their duties when acting pursuant to the terms of this Memorandum of Understanding.

4. The parties will advise their employees of this Memorandum of Understanding.

5. The parties will post a copy of this Memorandum of Understanding on their respective websites.

6. This Memorandum of Understanding is not an enforceable agreement between the parties but is a statement of cooperative intent. In no manner, whether directly or indirectly, does this Memorandum of Understanding in any way create third party beneficiary rights in any other agency or individual.

7. This Memorandum of Understanding is effective until terminated by mutual written agreement of the parties.

Executed this 7th day of Sept, 2010.

Joseph Fisher
Assistant Commissioner
Division of Special Education

Bobbi Lussier
Executive Director
Office of Early Learning