

Interagency Agreement  
for  
Early Childhood Special Education Services  
Among  
Idaho Department of Education  
Idaho Department of Health and Welfare  
Administration for Children and Families, Head Start:  
Migrant and Seasonal Head Start Branch (MSHS)  
Region X Head Start (Region X)  
And American Indian and Alaska Native Head Start Programs Branch (AIANHS)

Purpose for the Agreement:

The purpose of this agreement is to define and clarify responsibilities of each agency to ensure a coordinated, comprehensive service delivery system focusing on children ages three through five. Children, families, and communities are best served when agencies collaborate to facilitate relationships and local interagency collaboration.

The parties agree to utilize, adhere to, and implement the Early Childhood/Head Start Interagency Protocol, Attachment A.

The State Department of Education (SDE) agrees to serve as the lead agency at the state level for the provision of a free and appropriate public education for children ages three through five who are eligible for early childhood special education services in Idaho. The State Department of Education also provides oversight to the agencies and programs that provide special education and related services to three through five-year-old children under Part B of the Individuals with Disabilities Education Act (IDEA 2004).

The Department of Health and Welfare (DHW), Head Start Collaboration Office, agrees to support local Head Start programs to comply with the Head Start Act 2007 and Performance Standard (1308.5-1308.6) to identify and refer children with disabilities and their families to their local school district for evaluation for special education.

With respect for all parties and their philosophies regarding children and families, the State Department of Education (SDE), the State Department of Health and Welfare (DHW), Migrant and Seasonal Head Start Programs Branch (MSHS), Region X Administration for Children and Families, and the American Indian and Alaska Native Head Start Programs Branch (AIANHS) commit to the following:

## PROVISION A: PERSONNEL DEVELOPMENT

The State Department of Education, the State Department of Health and Welfare, Migrant and Seasonal Head Start Programs Branch, and the Region X Administration for Children and Families commit to collaboratively support shared training and technical assistance needs, and to coordinate and share training and technical assistance opportunities. “Head Start” includes Early Head Start (EHS), Head Start (HS), Migrant Seasonal Head Start (MSHS), and the American Indian and Alaska Native Head Start (AIANHS).

The State Department of Education, the State Department of Health and Welfare, and the Head Start Programs commit to sharing resources to address cultural sensitivity issues for personnel in each agency.

## PROVISION B: PROMOTION OF LOCAL INTERAGENCY AGREEMENTS

The SDE and DHW agree to develop, provide, and promote the use of standard templates for use by local school districts and Head Start grantee programs. These templates, see Attachment A, the Idaho Head Start and Early Childhood Special Education Policy Guidance on Early Intervention, Referral, Eligibility and Services, include a standard format that may be utilized by any combination of districts and agencies as locally determined and includes instructions that the local process should address specific local issues and be reviewed annually and updated as needed. The recommended templates delineate each agencies roles and responsibilities. The SDE will receive assurances annually from local school districts regarding the existence of local interagency protocols and will monitor these agreements through a periodic sampling procedure. Head Start Grantees will sign and maintain annual agreements with the local education agencies (LEA) within their service areas, in compliance with Head Start Performance Standards. Training regarding collaborative procedures and interagency coordination will be provided at least every three years to local school districts and Head Start personnel. Training will promote the development of Interagency Protocols that align with the attached Policy Guidance and include:

- Contact information for local school district special education and local Head Start personnel;
- Jointly scheduled and coordinated child find activities;
- Referral for evaluation and assessment for Special Education;
- Compliance with all federally mandated timelines and other IDEA and Head Start requirements;
- Procedures for exchange of information;
- Responsibilities for evaluations/assessments;
- Eligibility Determination and Individual Education Plan (IEP) Development;
- Discussion of Least Restrictive Environment (LRE);

- Kindergarten Transition for Co-Enrolled Children;
- Jointly identify training and technical assistance needs and coordinate personnel development efforts; and
- Acceptance and use of the dispute process outlined in this agreement.

#### PROVISION C: CHILD FIND, REFERRAL, EVALUATION AND JOINT IEP TEAM MEETINGS

All participating agencies are strongly encouraged to conduct joint child find activities whenever possible, such as screenings and pre-referral activities (e.g. identification of interventions attempted to allow the child to progress normally in relation to typical activities). Child find activities will be specified in local interagency protocols. All participating agencies will submit appropriate referral paperwork, and accept referrals in accordance with the provisions of IDEA 2004 regarding referrals, parental consent, and procedural safeguards. Referrals will be acted on in a timely manner, with special consideration for the limited time frame for Migrant and Seasonal Head Start enrollment. Timelines and responsibilities for actions on referrals and their disposition are specified in Attachment A.

All participating agencies agree to participate in evaluation team meetings and IEP team meetings as specified in local interagency protocols and in accordance with IDEA 2004. For children enrolled in Head Start Programs, the child's Head Start teacher serves as the regular education teacher, as required by IDEA 2004.

#### PROVISION D: PROVISION OF SERVICES

*Head Start Programs agree:*

To adhere to all Federal and State regulations including IDEA 2004, State Department of Education regulations, and Head Start Performance Standards.

To make available, directly or in cooperation with other agencies, services to children with disabilities or developmental delays (as defined by SDE eligibility criteria), and their families will be provided in the least restrictive environment, in accordance with a child's IEP for at least ten percent of the enrolled children.

To not deny placement to any child on the basis of a disability or its severity, when the parents wish to enroll the child, the following must occur (or some language to this nature):

- The child meets Head Start's age and income criteria,
- Head Start is an appropriate placement according to the child's IEP, and

- The program has space to enroll more children even though the program has made ten percent of its enrollment opportunities available to children with disabilities.

*The State Department of Education agrees:*

To provide preschool flow through funds to local school districts according to the formula and requirements of IDEA 2004.

To provide training regarding the provisions and requirements of the IDEA, Part B and to monitor the local school districts for adherence to these provisions. Program monitoring will determine whether evaluations are completed, eligibility determined, and the IEP completed within 60 calendar days of obtaining parental consent for evaluation.

### **PROVISION E: FAMILY PARTICIPATION**

Both the State Department of Education and the Department of Health and Welfare agree to ensure opportunities and accommodations (e.g. interpreters, translators, etc.) for family participation in all aspects of planning, policy development, training, and service evaluation. These provisions will be considered in the development of all local agreements.

### **PROVISION F: DISPUTE RESOLUTION**

All participating agencies agree to resolve systemic disputes that arise in the provision of early childhood special education services in a non-adversarial manner and to ensure that services to children and families are not disrupted, by using the following process to resolve interagency disputes:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern. Technical assistance to clarify the intent of the agreement may be sought from the SDE Bureau of Special Education and Head Start Programs.
2. If resolution is not achieved at the previous level, the issue and all relevant information will be forwarded to the special education director of the local school district. Discussions will be held among Head Start directors and special education directors, as appropriate, to reach a consensus decision. If all parties disagree, the SDE will provide services of a trained mediator to assist in resolving the dispute.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the local

school district for review. After consulting with directors of the other involved agencies, the superintendent will determine a resolution.

4. Any party dissatisfied with the local school district superintendent's recommendation for resolution may forward the issue and all relevant information to the Director of Special Education at the State Department of Education. The Director of Special Education will consult with the Idaho representative from Region X, MSHS Program Branch, and/or AIANHS program specialist to determine how the issue will be resolved.
5. The decision of the Director of Special Education at the State Department of Education may be appealed to the State Superintendent of Public Instruction. Before making a final determination, the Superintendent of Public Instruction will review all aspects of the issue with the directors of the other involved agencies, Region X, MSHS Program Branch, and/or AIANHS Program Specialists for Idaho.
6. All steps of the dispute resolution process must be completed no later than 45 calendar days after the issue is referred to either agency. To ensure the continued provision of services during disputes involving which agency is responsible for providing different services, the State Department of Education will:
  - a. Assign financial responsibility for service provision to an agency as soon as possible after being notified of the dispute.
  - b. Reassign agency and financial responsibility after the dispute is resolved if the original assignment was inappropriate.

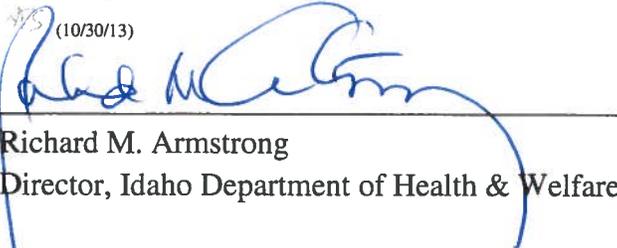
**Make arrangements to compensate, if necessary, an agency that was initially assigned responsibility for services that are later determined to be the responsibility of another agency.**

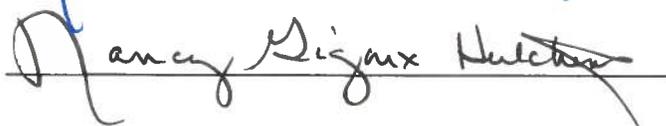
#### **GENERAL PROVISIONS:**

The provisions of this agreement may be extended, modified, or changed upon a written amendment signed by both parties, and such amendment when so signed, will become a part of this agreement. This agreement becomes effective on the date signed by all parties. The agreement is automatically renewed on July 1 of each year unless either party requests a review of the agreement prior to June 1. Either party may terminate this agreement with a 30 day notice to the other party

Signatures:

By:  Date: 11-6-13  
Tom Luna *Chief of Staff / Luce Willet*  
State Superintendent of Public Instruction

By:  Date: 11-8-13  
<sup>10/30/13</sup>  
Richard M. Armstrong  
Director, Idaho Department of Health & Welfare

By:  Date: 11/19/13  
Director, Region X Head Start

By: \_\_\_\_\_ Date: \_\_\_\_\_

Director, Program Operations Division, Office of Head Start, ACF/HHS

## Early Childhood/Head Start Interagency Protocol Instructions

This Early Childhood Interagency Protocol boilerplate for School Districts and Head Start Programs (HS), which includes Migrant and Seasonal Head Start (MSHS) and American Indian, Alaska Natives Head Start (AIAN), outlines the minimal topics that should be addressed through annual joint planning between the local HS and the Local Educational Agencies (LEA or school district) serving children under Part B of the Individuals with Disabilities Education Act (IDEA).

Local HS Programs and districts will jointly review annually and update content as needed. The LEA will initiate annual document review and will submit an assurance of completion to the State Department of Education with their IDEA Part B and Preschool application in the fall of each year. Annually, ten percent of the districts will be required to submit completed Interagency Protocols for verification purposes. Head Start Programs are required to maintain current Interagency Agreement and Protocols with all LEAs in their service area, in their files for Federal Review.

*Sections in italicized text outline minimum Federal and State policy requirements and may not be modified.*

The use of “parent” throughout this document includes guardians and other legally responsible persons.

Text using Arial font and formatted in boxes contains potential options and negotiation points and may be modified as agreed between the participants.

*Local HS Programs and districts may insert other jointly- agreed upon options for collaboration in any of the boxed fields. In addition, HS and districts may supplement this document with additional topical areas as needed.*

*All additions must be consistent with Head Start Program Performance Standards on Services for Children with Disabilities (Part 1308) and Part B regulations (34 CFR Part 300) and support the goal of effective system collaboration promoting efficient, seamless service provision to eligible children and their families.*

Early Childhood/Head Start Interagency Protocol, Attachment A

This Interagency Protocol represents a negotiated agreement between the following organizations:

School District # _____	Head Start Program: _____
Address: _____	Address: _____
Effective Dates: _____, 20__ to _____, 20__	
Effective Dates: _____, 20__ to _____, 20__	

**Section A. Contact Information and Child Find**

*The parties recognize that collaboration is necessary to facilitate smooth referrals, transitions, and the determination of eligibility for Special Education services. This supports a smooth and effective transition for children and their families.*

*To be in compliance with Federal and State regulations, the parties agree to abide by the terms outlined in the State Interagency Agreement.*

***Exchange of Information***

*Confidential information will be exchanged between agencies according to HIPAA, FERPA, Head Start, and IDEA regulations and agency protocols.*

**Community Resources/Contact Personnel:**

Agency	Contact Name	Phone/Fax	Email
District # _____			
Head Start Program: _____			
Other: _____			

***Child Find Local Screening Activities***

*Screening is intended to identify children who may have a developmental delay and be eligible for special education services.*

*The Head Start Program and local school district may agree to cooperate and share staff, facilities, and other resources as necessary to carry out Child Find and related screening/assessment/evaluation activities.*

Will the School District & Head Start Program conduct separate or joint child find screening activities?

\_\_\_\_\_ Separate \_\_\_\_\_ Joint

If joint, specify known details (e.g. dates, frequency, location, primary organizer, etc.):

### **Section B. Provision of Referral for Evaluation and Assessment for Special Education**

*Head Start must screen all enrolled children within 45 days (30 days for Migrant/Seasonal) in general development, sensory, vision and hearing, social/emotional development. Well-child health and dental screenings will be completed within 90 days (30 days Migrant and Seasonal).*

*When Head Start screening indicates the need for further evaluation/assessment, a referral will be made to the LEA in which the child resides. (1308.4(f) and 1308.6(e))(1) Head Start Performance Standards.) Local Head Start programs determine screeners in accordance with Head Start Standards.*

*If concerns are raised about an individual child based on screening results, the following process applies:*

*Per Head Start Program Performance Standards and Other Regulations: 34 CFR §1308.6 the local Head Start Program must complete a developmental assessment. If a child is suspected of having a disability the disabilities coordinator must refer a child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third birthday (HS 1308.06(e)(1)). The LEA must follow the provisions and timelines as outlined in IDEA to complete timely evaluations as identified in Idaho Special Education Manual, Chapter 4, Evaluation and Eligibility.*

*Referrals to Consider Special Education evaluation/assessments for children enrolled in Head Start must be processed in a timely manner (1308.6(1)). While state law does not mandate school districts to provide summer services, unless required in an individual child's IEP, districts do have the responsibility to work with Head Start programs to provide assessments for children in summer programs, (see State Interagency Agreement) especially for children referred by Migrant/Seasonal Head Start and homeless children. Children will be assessed using culturally and linguistically appropriate procedures.*

*LEAs will accept referrals and conduct assessments throughout the calendar year, including summer, when schools are generally not in session to accommodate the need for evaluation/assessment of children referred by Head Start, Migrant and Seasonal Head Start, and homeless children.*

To accomplish referral from a HS, MSHS, and AIAN to a local LEA for evaluation/assessment and eligibility, describe how referrals will be made and evaluation timelines established:

Please describe how referrals will be managed over the summer months when the LEA is on break:

The people listed below will be responsible for ensuring Referral is shared in a timely manner and appropriate follow-up is completed for the family.

Agency	Contact Name	Phone/Fax	Email
Head Start Program: _____			
District # _____			
Migrant/Seasonal Head Start			
Homeless Coordinator			

**C. Procedures for exchange of Information**

*Discuss and document how information about children will be exchanged between agencies according to HIPAA and FERPA regulations and agency protocols. (Sp. Ed form 360, Head Start Authorization for Mutual Exchange of Information and Migrant Seasonal Head Start, Authorization for Release of Confidential Information (CCI/MSHS form)).*

**Special Education Form 360:**

[www.sde.idaho.gov/specialeducation/docs/Manual/Manual%20Appendices/Chapter13.pdf](http://www.sde.idaho.gov/specialeducation/docs/Manual/Manual%20Appendices/Chapter13.pdf)

**D. Responsibility for Evaluations/Assessments**

*Evaluation/assessment information should reflect the current functioning of the child. Head Start and the LEA should consider the needs of the child, the evaluation/assessment tools used, and IDEA requirements for eligibility.*

*The LEA is responsible for determining eligibility as outlined in the Idaho State Special Education Manual.*

*Parental involvement is required in the evaluation and assessment process. The LEA is responsible for ensuring interpreters are available and necessary accommodations are made for parents with limited proficiency in English or who are hearing impaired, for the IEP meeting. The LEA and HS programs will share responsibility to assure that language needs are met for parent involvement.*

*If summer referrals for evaluation/assessment are not accepted/provided by the LEA, the Migrant and Seasonal Head Start Program will provide the evaluation/assessment services for the child as mandated by Federal Head Start Regulations (45CFR 1308.19).*

*In compliance with 34 CFR 300.154 and 300.111(2) LEAs can chose to have district personnel conduct evaluations/assessment, or reimburse Head Start /Migrant Seasonal Head Start for their costs of doing the assessments.*

Describe the procedures and responsibilities for assessment and evaluation for IDEA eligibility through the summer months, including how the cost will be addressed:

*Head Start is required to maintain a copy of the LEA's Referral to Consider Special Education Evaluation - (MSHS Consent for Evaluation) in the Child or Family file of each child referred.*

**Evaluation Contacts:**

Please list the primary evaluation contact from each agency (if different from those listed above).

If requirements/contacts are not the same throughout the district, please list information separately for each school that has unique requirements. Also, note any contacts/requirements by school for services during the summer.

Agency	Contact Name/Position	Phone/Fax	Email	Best Date & Time
District # _____				
Head Start Program: _____				

Schools/Programs with different contacts for summer evaluations should be listed below.				
District # _____				
Head Start Program: _____				

Other Information:
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### **E. Eligibility Determination and IEP Development**

*When determining eligibility, the LEA will review all available evaluation/assessment information that is available when written parental consent has been obtained. If the LEA determines that additional assessment/evaluation is necessary to determine eligibility for Special Education services, the LEA will conduct or arrange for needed assessment/evaluations.*

*Head Start program will provide the following to the LEA for students potentially eligible for Special Education Services:*

- *Screening material and comprehensive developmental assessment.*
- *Authority to Release Information.*
- *Referral to Consider Special Education Evaluation (330a).*
- *Assist in contacting the parent, explaining process, and obtaining consent(s) at required points.*
- *Head Start/ MSHS can assist LEA in accessing translators.*
- *Act as the general education teacher during eligibility and IEP meetings (HS 1308.19(c)).*

*Eligibility for Special Education service is determined by the local school district via following the following steps:*

- *LEA acknowledges referral from Head Start program within with a timely manner (10 school days).*
- *LEA will work with the Head Start program for the analysis of data collection for HS children who are already attending HS and are suspected of having a disability.*
- *LEA will coordinate and schedule the eligibility evaluation and assessment within a timely manner.*
  - *LEA obtains signed parental Consent for Assessment (350 a).*
  - *LEA provides written procedural safeguards to parent in native language unless not feasible, and collaborates with HS to provide an interpreter to explain the documents to facilitate parental understanding.*
  - *LEA schedules meeting.*
- *Eligibility evaluation and eligibility determination must be completed within 60 calendar days of signed consent for evaluation/assessment.*

- Provide prior written notice for eligibility and educational placement, and copies of documents to parents.
- Students found eligible for an IEP must have the IEP developed and implemented within 30 calendar days from eligibility determination.
- LEA will invite a representative from Head Start to the IEP meeting, per 1308.109(c).

Please describe how districts will complete evaluation and assessment for eligibility determination, including timelines, shared assessment, interpretive services, evaluation material, and share resources:

*If the Migrant and Seasonal Head Start have provided evaluation/assessment services they will send results of their assessments to school districts and the LEA will respond to the Migrant-Seasonal Head Start referral:*

- Review and consider acceptance of Migrant and Seasonal Head Start (MSHS) assessments for the purpose of determining eligibility for special education/ services.
- Conduct additional evaluations as needed, and when necessary, in the child's home language.
- Convene an IEP meeting with Head Start as a partner. The IEP team must include at least the parent, district administrator, special education teacher, or service provider responsible for implementing the IEP, general education teacher, individual who can interpret implications of evaluation results and other individuals who have knowledge or special expertise regarding the child. The Head Start personnel would qualify as the general education teacher for the IEP meeting.
- To meet the provisions of the Migrant Education Act and/or McKinney Vento Act, evaluation/assessment results and/or IEP documents will be promptly forwarded when child moves to a new school – (by contacting the district homeless coordinator and/or the request has been made by the new district. ( 34 CFR 99.31 (a) (2) FERPA)

*The Problem Solving/Eligibility meeting is the time for parents, school district staff, and Head Start staff to discuss the assessment results and determine eligibility for special education, plan services, and develop an IEP.*

*List the preferred day, time, and place for Problem Solving/Eligibility meeting(s):*

Established day:		
Established time:	A.M.	P.M.
Scheduled as Needed:		
Meeting place:		

**F. Least Restrictive Environment**

*The Individuals with Disabilities Education Act (IDEA) requires that students with disabilities, including preschool students, are educated to the maximum extent appropriate in regular classes with supplementary aids and services. Section 612(a)(5) IDEA and 34 CFR 300.114-300.118*

*The LEA is responsible for providing Free Appropriate Public Education (FAPE) to a preschool child with a disability and must ensure that FAPE is provided in the Least Restrictive Environment (LRE) where the child's unique needs (as described in the child's IEP) can be met, regardless of whether the local educational agency (LRE) operates public preschool programs for children without disabilities. OSEP Letter 2/29/2012*

*Head Start may serve as the General Educational Setting within the Least Restrictive Environment for students that qualify for Head Start services.*

Describe how the LEA will provide special education resources such as Itinerant teachers, Speech pathologists, OT/PT, classroom aides, facilities/ space, training/consultation, Special Ed. transportation, curriculum, and other:

Describe how Head Start will share evaluation/ assessment information, student progress on IEP goals and Early Childhood Outcomes, etc. with the LEA:

**G. Kindergarten Transition**

*Head Start will participate in Kindergarten transition activities with LEAs to assure that student have a seamless transition into Kindergarten. The Grantee has an obligation to assist parent in the transition from Head Start to the public school and in collaboration with parent to notify the school of the child's impending enrollment. HS 1308.21(b)(c).*

Describe how the LEA will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, IEP revision (if necessary), visit the Head Start program/home to meet student, and the transfer of records:

Describe how the Head Start Program will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, participate in IEP revision (if necessary), visit the receiving classroom, and the transfer of records:

**Kindergarten Transition Contacts:**  
Please list the primary Kindergarten transition contact from each agency (if different from those listed above).

Agency	Name/Position	Phone/Fax	Email	Best Date & Time
District # _____				
Head Start Program: _____				

Please describe how the LEA will address the evaluation/ assessment needs of student referred from HS less than 60 days from the end of the school year.

**H. Additional Content**

Please document other agreements that have been negotiated between the LEA and the Head Start Grantee. Content should clearly describe the agreement, who is responsible for implementation, and the agreed upon timeline. All additions must be consistent with policies and regulations, Head Start Program Performance Standards, and Other Regulations; 45 CFR 1308 §1308.6 and Part B of IDEA.


**SHARING RESOURCES**

*The LEA and Head Start Grantee will make efforts to coordinate activities and collaborate with other community agencies and programs. Examples of resource sharing include: parenting classes, facilities, joint training of staff and parents, and professional development training opportunities.*

Please describe joint activities or resource sharing that is planned between the HS Program and the LEA:

**I. Dispute Resolution**

*If there are concerns regarding compliance with this agreement, please address the issue directly with the individuals involved and if necessary, that individual's supervisor. If this does not satisfactorily resolve the concern, please alert the signers of this document to the concern.*

*Facilitation may occur between agency and family or agency and agency. All participating agencies agree to follow the dispute resolution process outlined in the current State Early Childhood Interagency Agreement.*

**J. General Provision**

*This protocol becomes effective on the date signed by all parties and will be considered current through the date listed below (no longer than two years from signature date).*

*This protocol will be kept current by all participating agencies. Contact names and information can be updated without a formal review by all parties, but updated information must be shared with all those listed in the Protocol document. The agreed upon provisions may be modified or changed upon a written amendment signed by all parties.*

*This protocol shall be jointly reviewed by all parties at least annually. Any party may initiate a review and propose revisions; however, the LEA has the responsibility to initiate the review of this protocol annually. An Assurance for Early Childhood Interagency Protocol shall be submitted with the District's IDEA Part B and Preschool application for funding in the fall of each year.*

**K. Signature Section:**

**Agreement Effective Dates:** \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_  
*(Agreement must be jointly reviewed annually and rewritten every two years.)*

School District Signature	Date	Head Start Grantee Signature	Date
Address		Address	
City, State, Zip		City, State, Zip	
Phone		Phone	
Email		Email	

**Documentation of Annual Review:**

This Protocol Document was jointly reviewed on \_\_\_\_\_, 20\_\_.

- \_\_\_\_\_ No changes are needed at this time.
- \_\_\_\_\_ The contact names/information have been updated.
- \_\_\_\_\_ Protocol document was renegotiated and revised.

School District Signature	Date	Head Start Grantee Signature	Date
Address		Address	
City, State, Zip		City, State, Zip	
Phone		Phone	
Email		Email	

**Please Note:**

*When updated, copies of this protocol shall be distributed to the following:*

- *Head Start Grantee and Part B Administrators*
- *District Preschool Teachers*