



**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 OF 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 (1302.60-1302.72) 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).

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 Program agrees:

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 within 60 calendar days of obtaining parental consent for evaluation, and the IEP completed implementation within 630 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 Department** 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 director(s) and special education director(s), as appropriate, to reach a consensus decision. If all parties disagree, the **SDOE** 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 **Head Start** 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:

X

Sherrí Ybarra
Superintendent of Public Instruction

X

Date

X

Dave Jeppesen
Director, Idaho Department of Health and Welfare

X

Date

X

Nikki Hatch
Director, Region X Head Starts

X

Date

X

Director, Program Operations Division, Office of ...

X

Date