

"A Private Non-Profit Corporation"

TEXAS MIGRANT COUNCIL, INC.

August 16, 2004

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MARY GUEVARA CAPELLO, J.D.

Dear Sir,

My name is Cheryl Houtchens and I am the Disabilities and Mental Health Coordinator for the Western Regional office of Texas Migrant Council, Inc. Texas Migrant Council, Inc. is a private not-for-profit organization that provides Head Start services to children of migrant and seasonal farm workers in the Texas Panhandle and Eastern New Mexico.

I am requesting that a representative sign a Collaborative Agreement between Texas Migrant Council, Inc. and your school district. The intent of this agreement is to institute a working procedure together for services to children with suspected and/or identified disabilities. I would really appreciate the opportunity to have a formal Collaborative Agreement with your school district.

Please sign both enclosed agreements. Please retain one of the signed copies for your records. You can send the signed copy to:

Texas Migrant Council, Inc.
Cheryl Houtchens, LSW
4630 50th Street, Suite 107
Lubbock, Texas 79414

I may be reached through my office at 806-763-4187 or toll free 888-837-5151. Together we can provide the best quality of services to children and families as a team!

Respectfully,

Cheryl Houtchens, LSW
Western Region Texas Migrant Council, Inc.
Disabilities and Mental Health Coordinator



9/8/04

Collaborative Agreements Among:
Gadsden ISD
and
Texas Migrant Council, Inc.

TMC CONTRACT NO. 2961

I. Purpose of Agreement:

The intent of this agreement is to institute a working procedure between the Gadsden ISD and TMC Migrant Head Start in the provision of services to eligible children for Early Childhood: Children for Special Education Program in compliance with Federal and State laws and regulations. This agreement will address the following core areas:

1. The services that will be provided by each agency.
2. Ensure that eligible children for Special Education Programs receive free and appropriate public education with the least restrictive setting as required by law.
3. Promote well-coordinated services with interagency planning which will eliminate duplicated services and best utilize available resources.
4. This agreement will recognize the legal requirements of both parties, and arrange for collaborative efforts when families, communities and programs mutually benefit.

II. Program Mandates:

This agreement is being executed in part to fulfill congressional mandates (The Equal Opportunity Act Amendments - P.L. 92-424, and Rehabilitation Act of 1973- P.L. 93-112) requiring Head Start Programs to recruit, enroll, and provide services to children with disabilities, and congressional mandates (The Education of Handicap 1975 and amendments-P.L. 94-424, P.L. 94-142, The Education Handicap Act of 1990- P. L.94-101-476 and Individual with Disabilities Act P.L. 102-119) which makes the Local Educational Agency the responsible party in providing free appropriate education to all children with disabilities ages 3 -21 in the least restrictive environment. Additional responsibilities to both agencies include but are not limited to the following as mandated in Head Start Performance Standards 45-CFR 1308 and TEC SI.002 and SBOE S89.1001:

III. Head Start Responsibilities:

At least ten (10%) percent of total enrollment will be made available to children with disabilities who are eligible for services in accordance with performance standards 1308.5.

All enrolled children will receive a Health and Developmental screening in accordance with performance standards 1308.6.

Refer children with suspected disabilities to appropriate professionals for diagnostic evaluation in accordance with performance standards 1308.6 (1&2).

Develop and implement procedural safeguards to ensure the rights of persons in the Head Start setting and issues regarding the confidentiality of records.

Coordinate with other local community agencies in order to provide services to children with disabilities.

1. Gadsden ISD Responsibilities:

- a. Provide services to preschool children with disabilities ages 3-5 as required by the Individuals with Disabilities Education Act (IDEA).
- b. Complete comprehensive individual assessments of referred children within 60 calendar days.
- c. Hold an Admission, Review and Dismissal (ARD) meeting and develop and implement the Individual Education Plan (IEP) for all children with disabilities and ensure confidentiality of all students' records.
- d. Coordinate with other community service agencies to provide services to children with disabilities.
- e. Inform parents of disabled children of the procedural safeguards that ensure their rights in the educational system.

2. Service Implementation:

In the formulation of this agreement Gadsden ISD and TMC Migrant Head Start mutually agree to work cooperatively in providing services to children with disabilities. Such concerted efforts in providing services include the following activities listed below:

3. Child Find:

Gadsden ISD agrees to conduct child find activities, which may include but are not limited to:

- a. Carry out the district's child find activities
- b. Notify Head Start of program screening dates so that Head Start may participate.
- c. Provide Head Start with information on district criteria used to determine if Special Education services are warranted.
- d. Accept and process referrals from TMC Migrant Head Start, as the referring agent.

TMC Migrant Head Start agrees to conduct the following activities:

- a. Hold screenings within the first 30 days of center operations using appropriate screenings such as the LAPD Screen and DECA checklist.
- b. Provide school districts with information on Head Start Eligibility Criteria.
- c. Inform parents of referral process and obtain parent permission to evaluate.
- d. Inform parents of their rights regarding evaluation and services.
- e. Insure safeguard procedures are implemented.
- f. Examine all referrals made to Head Start by local school districts.

4. Assessments:

Gadsden ISD agrees to conduct the following activities:

- a. Evaluate children with suspected disabilities aged 3.0 or older whom TMC Migrant Head Start refers.
- b. Hold multi-disciplinary team meetings (ARD's) to determine if child meets eligibility requirements.
- c. Upon submission of appropriate parental consent, make available a copy of the student's report.

TMC Migrant Head Start will:

- a. Hold in-house staffing for children with suspected disabilities. If in-house staffing results concur with initial findings, then child will be referred for an evaluation.
- b. Obtain parents' approval before the child is referred to proper agency.
- c. Depending on elapsed time, if necessary initiate evaluation process in accordance with regulation 45-CFR 1308.6.

5. Individual Education Plan/ Admission, Review, and Dismissal

Gadsden ISD agrees to conduct the following activities:

- a. The development of an IEP.
- b. Invite TMC Migrant Head Start to participate in the ARD/IEP meeting to act as contributing members to the child's education program.

TMC Migrant Head Start will:

- a. Attend and participate in multidisciplinary team meetings and assist in the formulation of an IEP.
- b. Invite School Districts to participate, if Head Start conducts evaluation and IEP's at the Head Start Center.
- c. Encourage parents to participate in multidisciplinary team meetings and writing of IEP's.

6. Individual Education Plan Review:

Gadsden ISD agrees to conduct the following activities:

- a. Provide a copy of the IEP to TMC Migrant Head Start of children who are dually enrolled and are being provided services by Migrant Head Start with parental approval.
- b. Inform Head Start of any changes to services as primarily indicated in the IEP/ARD, to be done only at an ARD/IEP meeting.
- c. Review child's progress toward identified goal.

TMC Migrant Head Start will:

- a. Provide information on child's progress in Head Start.
- b. Assist parents in the understanding of child's IEP and encourage their attendance in reviews and/or teacher conferences.

7. Transitioning Services:

Gadsden ISD agrees to conduct the following activities:

- a. Meet with Head Start staff to discuss transitioning of Head Start children into school.
- b. Assign a representative from the school district to attend such meetings in order to expedite process and resume services to children.

TMC Migrant Head Start agrees to conduct the following activities:

- a. Coordinate with various agencies including Local Education Agencies to discuss transitioning of Head Start children to Kindergarten or Preschool Programs for children with disabilities.
- b. Share information regarding children who will transfer, contingent upon signed parent release of information.
- c. Devise a transitioning plan that will address placement options including names of contacts, possible site visits by child, and time frames for completion.

8. Training /Resource Sharing

Gadsden ISD agrees to conduct the following activities:

- a. Invite TMC staff to participate in trainings sponsored by the Gadsden ISD (when appropriate).
- b. Invite TMC to participate in special trainings like Gadsden ISD Referral and Evaluation processes (when appropriate).
- c. Share resources like materials and equipment with TMC that would derive direct benefits to dual enrolled children.

TMC Migrant Head Start agrees to conduct the following activities:

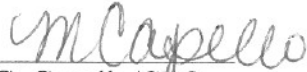
- a. Invite school personnel to participate at TMC sponsored trainings.
- b. Invite school personnel to participate in special trainings in the area of Disabilities and Child Development.
- c. Share resources like materials and equipment with Gadsden ISD that would derive direct benefits to dual enrolled children.

The TMC Migrant Head Start has assigned a Disabilities Specialist at the Regional level to serve as the primary contact for the Texas Migrant Council.

The Gadsden ISD agrees to assign their Special Education Director as the representative/contact person for Gadsden ISD service delivery area.

Both agencies will abide by State and Federal laws regarding the Family Education Rights and Privacy Act (FERPA).

This agreement will become effective from August 16, 2004 until August 15, 2005 proceeding the signing of the agreement. This agreement will be reviewed annually and updated as needed to address services.



Mary G. Capello/CEO
Texas Migrant Council, Inc.

Name:

Gadsden ISD