

**DONA ANA COUNTY HEAD START
GADSDEN INDEPENDENT SCHOOL DISTRICT
INTERAGENCY AGREEMENT
TO PROVIDE SERVICES TO CHILDREN WITH DISABILITIES**

I. PURPOSE

This agreement entered into the _____ day of _____ 2013, specifies the joint cooperative arrangements and activities for providing educational and support services to eligible children with developmental delays/disabilities. Both the GADSDEN INDEPENDENT SCHOOL DISTRICT (GISD) and the DONA AND COUNTY HEAD START (DACHS) PROGRAM through NEW MEXICO STATE UNIVERSITY (NMSU) support the right of all children with developmental delays and/or disabilities to receive a free and appropriate public education including all necessary special education and related services in accordance with State and Federal statutes and regulations.

II. CHILD FIND

DACHS will participate in GISD's Child Find plan under Part B of the Individual with Disabilities Education Act (IDEA). DACHS will incorporate in their outreach and recruitment procedures efforts to identify and enroll children with disabilities, including those who are most in need and hardest to reach, who meet Head Start eligibility requirements.

III. JOINT TRAINING OF STAFF AND PARENTS

The DACHS Disabilities Specialist and the GISD Head Start Liaison will collaborate to provide or arrange training for staff and parents early in each program year on the prevention of disabilities and recognizing signs that some children may be at high risk for later learning problems and/or emotional problems resulting from failure and frustration. Staff of each agency will receive training on the eligibility criteria of the other to ensure that children with disabling conditions under IDEA receive appropriate assistance. This training will help to avoid mislabeling children for whom basic Head Start programming is designed and who may show developmental delays which can be overcome by a regular comprehensive program that meets the Head Start Performance Standards.

IV. SCREENINGS BY DACHS AND REFERRALS TO GISD

All children enrolled in DACHS are screened (Denver II, vision and hearing) in accordance with the Head Start Performance Standards within 45 calendar days of the first day of attendance in the program as the first step in the assessment process. DACHS staff will also carry out on-going developmental assessment for all enrolled children throughout the year to determine progress and to plan program activities. Only those children who need further specialized assessment to determine whether they have a disability and may require special education and related services will be referred to GISD for evaluation.

The GISD Liaison will confer with the DACHS Disabilities Specialist to coordinate an appropriate date, time, and location for the IEP team meeting. GISD will complete the Notice of IEP Meeting and deliver it to the child's parent at least five (5), but preferably ten (10), days prior to the meeting. Representatives from both DACHS and GISD will be invited to attend the IEP team meeting.

VII. RESOURCE SHARING

Children with disabilities attending the Head Start program will be provided an age-appropriate, integrated classroom environment with the same general classroom supplies and materials provided to Head Start children without disabilities. Specialized supplies, materials, or other equipment needed by a child with a disability in order to benefit from his/her instructional program will, upon being identified through the IEP process, be provided by GISD. DACHS and GISD agree to share supplies, materials, equipment, and all other resources when available and feasible.

VIII. RELATED SERVICES

GISD will provide all related service personnel (e.g., speech language pathologists, occupational/physical therapists, etc.) required to implement each child's IEP. Related services personnel will meet licensure/certification requirements of the State of New Mexico. Related services will be provided, to the extent appropriate, in the context of an integrated service delivery model. Every effort will be made by GISD to provide bilingual related service personnel for those students with Spanish as their primary language. GISD related service providers will sign in and out at each DACHS center where children with disabilities receive related services. Progress reports will be prepared at least every nine weeks or more frequently if specified in the IEP. Each progress report will be submitted by the GISD related service provider within ten (10) working days of the end of the reporting period to the DACHS center where it will be maintained in the confidential child file. Related service personnel will observe the GISD school calendar and will provide a copy of this calendar to parents as well as DACHS staff. Related service personnel and the GISD Liaison will be invited and encouraged to attend parent conferences scheduled by DACHS. The GISD Liaison and the DACHS Disabilities Specialist will jointly address any issues related to the delivery of related services by GISD personnel.

Transportation as a related service will be provided by GISD to children with disabilities as determined by each child's IEP team. DACHS will assist with transportation when children live within the designated transportation area of the DACHS centers.

IX. DECEMBER 1 CHILD COUNT

DACHS agrees to provide, in a timely manner, the names and number of children receiving services under [IDEA] IEP's to GISD for the annual December 1 Child Count.

DACHS will notify the GISD Head Start Liaison within ten (10) working days when information reported by the parent or collected by the program staff indicates that a child may have a disability and may be in need of special education and related services. The completed referral will be delivered by the DACHS Disabilities Specialist to the GISD Head Start Liaison and will include a developmental screening, vision and hearing screening, immunization records, child observation, and work samples when available. It is the responsibility of GISD to ensure that parents of students referred by DACHS for an evaluation by GISD understand the procedural safeguards available to parents under IDEA.

Upon receipt of the referral, GISD will process the referral and conduct a multidisciplinary evaluation in accordance with guidelines and timelines in IDEA which require that an evaluation be conducted within 60 calendar days of the date the parent gave written consent for the evaluation. An Individualized Education Plan (IEP) team meeting will be held within a reasonable time after the evaluation is conducted.

V. THE IEP MEETING AND PLACEMENT OPTIONS

Upon completion of the initial multidisciplinary evaluation, GISD will confer with the DACHS Disabilities Specialist to coordinate an appropriate date, time, and location for the IEP. GISD will complete the Notice of IEP Meeting form and deliver it to the parent at least five (5), but preferably ten (10), days prior to the meeting. Representatives of both DACHS and GISD shall always be invited to each IEP meeting.

It is the responsibility of GISD to ensure that each child with a disability under IDEA is provided a free appropriate public education in the least restrictive environment. The educational placement options for a child found eligible under IDEA will include the Head Start program for a child who meets Head Start eligibility criteria, as well as preschool/childcare programs and the GISD Early Childhood preschool program. Because IDEA requires that local education agencies (LEA's) assure special education for children with disabilities upon their third birthday, placement in the Head Start program may be considered by the IEP committee for children as of their third birthday. The IEP committee will recognize that many children who appear to have serious impairments are nevertheless able to make greater gains in an integrated setting than in a segregated classroom for children with disabilities.

VI. TRANSITION

DACHS and GISD will collaborate to ensure a smooth transition for each child moving from the Head Start program to the public schools for the coming school year. The GISD Head Start Liaison will attend DACHS-arranged parent meetings in the spring of each year to provide information on the public schools in general and GISD special education programs in particular.

X. CONFIDENTIALITY

Educational records maintained on behalf of a child with disabilities being served in Head Start shall be in accordance with the Family Educational Rights and Privacy Act (FERPA) and all applicable Head Start requirements.

XI. CONDITIONS OF THE AGREEMENT

This agreement shall apply to three and four-year-old children who meet enrollment eligibility criteria for Head Start and who are suspected of having a developmental delay or are identified as disabled under IDEA.

DACHS and GISD agree to review this agreement, at least annually, in order to ensure continued collaborative planning and cooperation in providing services to children with developmental delays/disabilities. Modifications to this agreement will be made in writing by joint decision of GISD and DACHS. All points of contention will be resolved by mutual agreement of GISD and DACHS.

This agreement shall be effective _____, 2013, and shall continue until canceled by mutual agreement of the parties or upon thirty (30) days written notice by either party.

Gadsden Independent School District
Director of Special Education

Dona Ana County Head Start
Director

Gadsden Independent School District
Child Find Liaison

Dona Ana County Head Start
Disabilities Specialist

Gadsden Independent School District
Superintendent

Dean of the College of Education
New Mexico State University