

**HELP-New Mexico, Inc. HEADSTART/New Mexico Pre-K
GADSDEN INDEPENDENT SCHOOL DISTRICT
INTERAGENCY AGREEMENT
TO PROVIDE SERVICES TO CHILDREN WITH DISABILITIES**

I. PURPOSE

This agreement entered into the _____ day of _____, 2008 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 HELP-New Mexico HEAD START/Pre-K PROGRAM (HELP-NM) 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

HELP-NM will participate in GISD's Child Find plan under Part B of the Individual with Disabilities Education Act (IDEA). HELP-NM 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 HELP-NM Disabilities Specialist and the GISD 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 HELP-NM AND REFERRALS TO GISD

All children enrolled in are screened (Brigance, ASQ:SE, and 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. HELP-NM 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.

HELP-NM will notify GISD 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 HELP-NM Disabilities Specialist to the GISD Head Start Liaison and will include a copy of developmental screening, vision and hearing screening, immunization records, child observation, work samples when available, and signed parent consent to release and obtain confidential information. It is the responsibility of GISD to ensure that parents of students referred 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. Every effort will be made by GISD to ensure that no more than 60 school days elapses between the receipt of the referral by GISD and the Individualized Education Program (IEP) committee meeting.

V. THE IEP MEETING AND PLACEMENT OPTIONS

Upon completion of the initial multidisciplinary evaluation, GISD will confer with the HELP-NM Disabilities Specialist and Parent to coordinate an appropriate date, time, and location for the IEP. GISD will complete the Notice of IEP Meeting form and deliver it to HELP-NM five (5) days prior to the meeting and GISD will ensure that the parents receive their copy at least five (5) days prior to the meeting. Representatives of HELP-NM and GISD will be invited to each IEP meeting. Prior to the IEP meeting, the results of the multidisciplinary evaluation will be available for review by the parent(s) as well as appropriate staff of HELP-NM and GISD provided they have a legitimate educational interest in the child.

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/Pre-K program for a child who meets Head Start eligibility criteria, as well as the GISD Early Childhood 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

HELP-NM and GISD will collaborate to ensure a smooth transition for each child moving from the Head Start or Preschool program to the public schools for the coming school year. The GISD Head Start Liaison will attend HELP-NM-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. The HELP-NM Disabilities Specialist and the GISD Liaison will be responsible for arranging an IEP meeting prior to May 31 for each transitioning child.

GISD will confer with the HELP-NM Disabilities Specialist to coordinate an appropriate date, time, and location for the IEP. GISD will complete the Notice of IEP Meeting and deliver it to Parent and HELP-NM five (5) days prior to the meeting to ensure that the parents receive their copy at least five (5) days prior to the meeting. Representatives from both HELP-NM and GISD will be invited to attend each meeting.

VII. RESOURCE SHARING

Children with disabilities attending the Head Start or Preschool program will be provided an age-appropriate, integrated classroom environment with the same general classroom supplies and materials provided to Head Start or preschool 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. HELP-NM 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. The GISD Liaison and the HELP-NM Disabilities Specialist will jointly address any issues related to the delivery of related services by GISD personnel.

IX. CONFIDENTIALITY

Educational records maintained on behalf of a child with disabilities being served in Head Start or Preschool shall be in accordance with the Family Educational Rights and Privacy Act (FERPA), Individual with Disabilities Education Act 2004 (IDEA 2004), all applicable Head Start requirements and HELP – New Mexico policies and procedures.

X. CONDITIONS OF THE AGREEMENT

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

HELP-NM 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 HELP-NM. All points of contention will be resolved by mutual agreement of GISD and HELP-NM.

This agreement shall be effective _____, 2008, and shall continue until canceled by mutual agreement of the parties or upon thirty (30) days written notice by either party.

HELP-NM Head Start/Preschool
Director

HELP-NM Head Start/Preschool
Disabilities Specialist

Gadsden Independent School District
Child Find Liaison

Gadsden Independent School District
Director of Special Education

Gadsden Independent School District
Superintendent