

**MEMORANDUM OF AGREEMENT
BETWEEN HIGHLAND JOINT SCHOOL DISTRICT #305 &
LEWIS-CLARK EARLY CHILDHOOD PROGRAM**

This agreement is made and entered into this 21st day of September 2015, by and between **HIGHLAND JOINT SCHOOL DISTRICT #305**, hereinafter referred to as District, and **LEWIS-CLARK EARLY CHILDHOOD PROGRAM**, hereinafter referred to as LCECP.

Period of This Agreement:

This agreement is for the August 24, 2015 through May 26, 2016 school year and thereafter, unless changed by agreement and modification.

Authority for This Agreement:

The District is authorized to enter into this agreement under the authority of the Interagency Agreement for Early Childhood Special Education of 2013, between the State Department of Education and the Idaho Head Start Association. It is agreed that the District is the lead agency in responsibility for provisions of educational services for three- through five-year-old children with disabilities and that local cooperative service delivery arrangements with Head Start or other public or private agencies may be enacted for the provisions of a free appropriate public education (FAPE) that meet the requirements of PL 94-142 as amended by PL 99-457, PL 101-476, also known as IDEA (formerly PL 94-142), Section 504 of the Rehabilitation Act, the Family Educational Rights and Privacy Act for the exchange of confidential information and applicable Idaho State Code and State Board of Education Rules and Regulations, as given, in part, below.

Child Find:

The District and LCECP agree to cooperate and share staff, facilities and other resources as necessary to carry out local Child Find and related evaluation activities.

Referral:

The District will serve as the point of entry on referrals for possible placement in special education. Representatives of both agencies will coordinate referral information that originates with LCECP to form a multidisciplinary team to screen children possibly having disabilities.

Assessment, Child Study Team, Placement and Services:

For referrals originating with LCECP, assessments will be multidisciplinary and may include assessment information obtained by personnel from each agency according to minimum evaluations and eligibility standards established by the State Department of Education as described in the Special Education Manual. Children referred from parents or other agencies not associated with LCECP will receive screening and evaluation services according to established District procedures. Protection in evaluation procedures will be followed for all comprehensive evaluations.

Based on assessment information, children with eligible disabilities believed to benefit from integration in LCECP programming as an appropriate least restrictive environment (LRE) may, with the agreement and involvement of parents, be suggested to LCECP personnel for possible inclusion in those services prior to a formal child study team (CST) meeting that could formulate an individualized education program (IEP) that includes such services. In such cases, information concerning assessment, potential goals and apparent service needs will be exchanged between the two agencies to confirm or not confirm possible inclusion.

If the option of inclusion in LCECP would potentially meet the child's developmental and special educational needs as an appropriate LRE, a child study team will be conducted that includes one or more representatives of LCECP. The CST will evaluate assessment information, establish placement in special education, formulate goals and objectives, and establish LCECP and supportive district services required to achieve specified goals and objectives.

In such cases, the LRE will be based on factors from the evaluation, goals and objectives that indicate that the child's skills and developmental deficits are significantly below age expectancy and require special education programming that can be met through LCECP with District assistance and support provided as given below. Representatives of both agencies will participate in annual reviews of student IEP's and each agency will observe required procedural safeguards in the formulation and delivery of services. LCECP will receive copies of assessment information, IEP's, reports from outside evaluators and any other pertinent information from a student's file that would be beneficial in carrying out services.

Up to two students with disabilities otherwise served only by the District may be included in LCECP for up to four days per week in the Craigmont Center for a classroom maximum of 20 children. Students with disabilities who are enrolled in LCECP may be considered formally as dually enrolled in the District and LCECP. Income eligibility will not apply to the included students with disabilities otherwise served only by the District. The District only students with disabilities will receive education services from LCECP and be served a morning snack and lunch. For Head Start students, LCECP will provide education, social services, parent involvement, health/dental and nutrition services, and mental health services as determined by each child's unique needs.

The District will provide supportive special education assistance as directed by each child's IEP.

Staffing, Related Services and Facilities:

LCECP will provide one or more appropriately qualified preschool teachers who meet the entry level requirements for their occupational category and at least one professional to supervise services who holds at a minimum the entry level requirements set forth by LCECP.

The District will provide direct or indirect service and/or supervision and assistance by an appropriately certified special education administrator, a special education preschool teacher and such certified or licensed related services personnel or purchased services as required. A District preschool classified or certified staff member will be assigned and present during LCECP contact hours to serve preschool children with disabilities who would otherwise receive services only from the District.

LCECP will provide classroom space for the Craigmont Center that meets prevailing health, accessibility and safety standards, and will provide use of furniture and access to instructional materials and supplies. Both parties agree that the LCECP classrooms shall accommodate the policies and procedures of LCECP and implementation of the curriculum adopted by the program including the philosophy of the National

Association for the Education of Young Children's "Developmentally Appropriate Practice Statement" for the students participating in the cooperative program.

LCECP and District teachers will cooperatively plan classroom programming. The LCECP teacher will implement a core curriculum that has been adopted by LCECP and the District teacher will develop and implement IEP goals for the children with disabilities. Every effort will be made to structure IEP goal programming to be met within the normal classroom activities planned around the adopted core curriculum. All activities will be implemented on site unless otherwise agreed to between the parties.

Personnel Development:

Notice of and participation in relevant training and planning opportunities will be made available to personnel in each agency.

Data Accounting and Reporting:

Developmental and/or achievement information will be collected and reported for all students.

The attendance of each student will be provided to the District at times requested. The District will submit reports of student attendance to the Department of Education, Bureau of Finance, for each student with a disability served, including those with dual enrollment.

The District will submit special education student enrollment information in December of each school year to the State Department of Education, including students with disabilities under this agreement.

When LCECP has available Internet access, LCECP will allow the Highland School District Preschool Special Education Teacher to share the Agency's existing Internet service at the Craigmont Center. This will enable her to regularly submit the required State Department of Education special services data for LCECP children on IEP's. LCECP will assist with the initial Internet set-up. The District will provide a laptop computer with wireless capability and any necessary on-going Internet technical support.

Operational Schedule:

The schedule of attendance for students under this agreement will conform to the schedule of operation established by LCECP, and will be established as such with parents at CST (IEP) meetings as recorded on student IEP's. If District only children attend LCECP on days District programs are not in session, District personnel will remain on site during all contact hours.

Transportation:

The District will provide transportation for students placed by the District under this agreement as LCECP relies on parent transportation.

Transition:

District and LCECP personnel will participate in cooperative transition planning activities to facilitate a smooth transition process and to minimize stress for families and children when students begin or change services between the two agencies.

Indemnification:

Each party hereto agrees to indemnify and hold harmless the other for any acts of its staff, agents or representatives that may result in loss, liabilities or damages arising out of the activities each performs under this agreement.

Agreement Modification:

The provisions of this agreement may be reviewed, extended, modified or changed upon a written amendment signed by both parties and such amendment, when signed, shall become a part of this agreement. It is anticipated that this agreement will be renewed on an annual basis, as described herein, unless changes are made at the request of either party.

Fees:

No billing for services will take place for these cooperative services between the District and LCECP.

Signed: Brad Baumberger Date: 9-23-15
Brad Baumberger, Superintendent
Highland Joint School District #305

Signed: Dr. Kerrie Raines Date: 10/1/15
Dr. Kerrie Raines, Special Education Director
Highland Joint School District #305

Signed: _____ Date: _____
Alice Weaver, Executive Director
Lewis-Clark Early Childhood Program

3.

Early Childhood/Head Start Interagency Protocol, Attachment A

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

School District: Highland Joint School District #305	Head Start Program: Lewis-Clark Early Childhood Program
Address: 112 Boulevard Avenue P.O. Box 130 Craigmont, ID 83523-0130	Address: 1816 18 th Ave Lewiston, ID 83501
Effective Dates: October 1, 2015 to October 1, 2016	Effective Dates: October 1, 2015 to October 1, 2016
Effective Dates:	Effective Dates:

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 #305	Brad Baumberger, Superintendent	(208) 924-5452	bbaumberger@sd305.org
	Dr. Kerrie Raines, Special Education Director	(208) 924-5211	kraines@sd305.org
LEA Homeless Coordinator	Brad Baumberger	(208) 924-5452	bbaumberger@sd305.org
Head Start Program: LCECP	Alan Heasley, Disability/Mental Health Coordinator	(509) 295-6046	aheasley@lcecp.org
Craigmont Center	Kayla Beauchamp, Education Supervisor	(208) 924-5221	kbeauchamp@lcecp.org
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.

<p>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:</p> <p>Highland Joint School District will</p>
<p>Please describe how referrals will be managed over the summer months when the LEA is on break:</p> <p>Highland Joint School District will</p>

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: LCECP-Craigmont	Kayla Beauchamp, Education Supervisor	(208) 924-5221	kbeauchamp@lcecp.org
District #305	Dr. Kerrie Raines, Special Education Director	(208) 924-5211	kraines@sd305.org
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)).

For disability pre-referrals to Highland Joint School District, LCECP will have the parent sign an Authorization for Mutual Exchange of Confidential Information with the Highland Joint School District, assist in contacting parent, explaining the process and obtaining consent(s) at required points. LCECP can assist Highland Joint School District in accessing translators.

Special Education Form 360:

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:

Highland Joint School District will

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 #305				
Head Start Program: LCECP	Kayla Beauchamp, Education Supervisor	(208) 924-5221	kbeauchamp@lcecp.org	M-F 8-4
Schools/Programs with different contacts for summer evaluations should be listed below.				
District #305				
Head Start Program: LCECP	Kayla Beauchamp, Education Supervisor	(208) 924-5221	kbeauchamp@lcecp.org	M-F 8-4

Other Information:

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:

Highland Joint School District will

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:	M-F
Established time:	A.M. P.M.
Scheduled as Needed:	as needed
Meeting place:	Highland Joint School District

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:

Highland Joint School District will

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

Phone calls, meetings and paperwork

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:

Meeting if necessary on a case by case basis

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:

LCECP teachers will coordinate with receiving teachers on curriculum. LCECP will make arrangements and obtain parent permission to release the child's records to the Highland Joint School District prior to school enrollment. LCECP will work with the district to have IEPs updated prior to school entry to avoid gaps in services. LCECP and the district will jointly plan parent training on transition.

<p>Kindergarten Transition Contacts: Please list the primary Kindergarten transition contact from each agency (if different from those listed above).</p>				
Agency	Name/Position	Phone/Fax	Email	Best

				Date & Time
District #305				
Head Start Program: LCECP	Kayla Beauchamp, Education Supervisor	(208) 924- 5221	kbeauchamp@lcecp.org	M-F 8-4

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.

Highland Joint School District will

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:

Professional Development/Trainings
Parenting Classes

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.

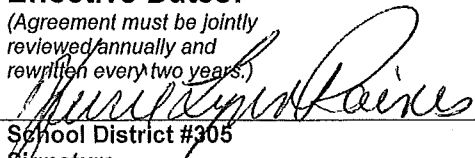
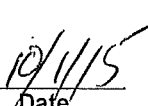
This protocol shall be jointly reviewed by all parties at least annually. Any party may initiate a review and propose revisions; however, the LEA has the responsibility to initiate the review of this protocol annually. An Assurance for Early Childhood Interagency Protocol shall be submitted with the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

K. Signature Section:

Agreement

Effective Dates:

(Agreement must be jointly reviewed/annually and rewritten every two years.)

		LCECP Signature	Alice Weaver, Executive Director	Date
School District #305 Signature	Date	Address	1816 18 th Ave	
Address	112 Boulevard Avenue	City, State, Zip	Lewiston, ID 83501	
City, State, Zip	Craigmont, ID 83523-0130	Phone	(208) 743-6573	
Phone	(208) 924-5211	Email	aweaver@lcecp. org	
Email				

Documentation of Annual Review:

This Protocol Document was jointly reviewed on

_____ No changes are needed at this time.

_____ The contact names/information have been updated.

_____ Protocol document was renegotiated and revised.

School District #305 Signature	Date	LCECP Signature	Alice Weaver, Executive Director	Date
Address	112 Boulevard Avenue	Address	1816 18 th Ave	
City, State, Zip	Craigmont, ID 83523-0130	City, State, Zip	Lewiston, ID 83501	
Phone	(208) 924-5211	Phone	(208) 743-6573	
Email		Email	aweaver@lcecp. org	

Please Note:

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

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