



**BOARD OF EDUCATION  
School District 45, DuPage County  
Villa Park, Illinois**

**Board Meeting, June 20, 2016**

**SUBJECT: INTERAGENCY AGREEMENT BETWEEN ST. PAUL CHRISTIAN DAY CARE AND KINDERGARTEN AND SCHOOL DISTRICT 45, DUPAGE COUNTY**

(Recommended by the Superintendent)

That the Board of Education

approve the Interagency Agreement between St. Paul Christian Day Care and Kindergarten and School District 45, DuPage County. This Interagency Agreement is a requirement for St. Paul Christian Day Care to maintain their certification with the State of Illinois ExceleRate program. It also serves to assist School District 45, DuPage County with our mandated child find responsibilities.

Ms:jq

# Interagency Agreement Between School District 45, DuPage County and St. Paul Christian Day Care and Kindergarten

## Introduction

### A. Parties to the Agreement

School District 45, DuPage County (hereinafter referred to as “LEA”) and St. Paul Christian Day Care and Kindergarten, who may be together referred to as the “Parties.”

### B. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to ensure that each agency maintains communication and shared leadership responsibility at the local level and to ensure that cooperative arrangements between agencies are further developed, implemented, and preserved. The purpose of this MOU is also for identification of and eligibility determination of children’s known and/or suspected disabilities. It is recommended that this agreement be reviewed annually to ensure that the practices remain valid and appropriate.

It is the belief of the parties to this agreement that the local community, by achieving the goals and carrying out the tasks of this MOU, can forge effective partnerships to:

1. Provide services to children and families with acceptance and appreciation for differences within cultures
2. Provide continuity and coordination between early childhood programs and local schools
3. Facilitate local collaboration
4. Encourage partnerships between stakeholders
5. Link early childhood programs and families with other local, state, and national initiatives
6. Improve stability and quality of services for children and their families
7. Support children’s optimal development of readiness for school entry and success

## **Performance**

- A. The Parties agree to perform the Child Find, Referral, Evaluation and Eligibility, Individualized Education Program and Service Delivery, Related Services, Transition, and Joint Training services described in Exhibit A, attached hereto.
- B. The Parties agree to utilize appropriate procedures for referring a child for an evaluation to determine whether the child is eligible for special education and related services, which may include the Request for Evaluation form, attached hereto as Exhibit B.
- C. Whenever the Parties believe it will be necessary to share student record information, the parties will execute a Parental Consent for the Release of Confidential Information, which may be on the Parental Consent for the Release of Confidential Information form, attached hereto as Exhibit C. Neither party will release any student records information to the other unless the parent has provided consent, and then the parties agree to only release those records that are specifically named in the consent. In the event the parties obtain parental consent on a form that is different than the attached sample at Exhibit C, the parties agree to ensure that the selected form will address all the elements of parental consent that may be required under the Family Education Records Privacy Act (“FERPA”), the Illinois School Student Records Act (“ISSRA”), the Individuals with Disabilities Education Improvement Act (“IDEA”), each of the aforementioned acts’ implementing regulations, the Mental Health and Developmental Disabilities Confidentiality Act, and any other relevant law or regulation.

## **Administrative Procedures**

### **A. Effective Date**

This Agreement will become effective and binding upon signature from the following parties: School District 45, DuPage County and St. Paul Christian Day Care and Kindergarten. St. Paul Christian Day Care and Kindergarten will take the lead in initiating an annual review of this agreement, which will be signed by the aforementioned agencies if any changes are made.

### **B. Termination**

Any party wishing to terminate this Agreement shall give a 60-day notice to the others in writing stating that the Agreement will be cancelled or terminated.

### **C. Confidentiality**

Each agency will protect the rights of preschool children who are diagnosed as having a disability, at risk of academic failure and/or who are economically/environmentally disadvantaged and their families. Each agency and local program will respect the applicable rules for exercise of parental right to access, challenge and privacy of their child’s educational record.

D. Evaluation

School District 45, DuPage County and St. Paul Christian Day Care and Kindergarten agree to evaluate the goals outlined in the Agreement and to ensure their implementation. The evaluation may be used as the basis to recommend modification of the terms of this Agreement at any time and as determined by any of the Parties to this Agreement.

E. Renewal and Modification

Renewal of the terms of this Agreement will only occur upon unanimous consent of all signatories of this Agreement.

F. Further Assistance

The parties acknowledge this MOU is general in nature and is intended to indicate each party’s commitment to cooperate and communicate with each other. Nothing shall prohibit a party from requiring additional information or assistance to achieve the goals of the MOU.

G. Compliance

Each party agrees to comply with applicable State and federal laws and regulations, and in doing so, does not rely on any activity performed by another party to this Agreement to achieve such compliance.

**Signatures**

\_\_\_\_\_  
[Individual Authorized to Sign for LEA and/or Special Education Director] Date

\_\_\_\_\_  
[Individual Authorized to Sign for LEA and/or Early Childhood Program Director] Date

\_\_\_\_\_  
[Early Care And Education Program Director] Date



Preparing Children for Success



Illinois State Board of Education

## EXHIBIT A

### Child Find and Screening

#### A. The LEA agrees to:

##### 1. Child Find

- a. Ensure the identification of all 0-5 year olds that may be eligible for special education services and refer them to DuPage Child and Family Connections for evaluation.
- b. Collaborate with the early care and education program on the child find process.
- c. Share the child find screening calendar dates with the early care and education program.

##### 2. Screening

- a. Accept developmental screenings submitted by the early care and education program for consideration, among other information about the child, to determine the need for an evaluation for special education and related services.
- b. Inform the early care and education program about procedures for referral for evaluation and provide any relevant information.
- c. Share information with the early care and education program about data collection efforts and recommend the program complete the ISBE Screening Data Collection Form.
- d. Share with the early care and education program preferred screening procedures and tools, in order to achieve alignment between the LEA and the early care and education program.

#### B. The Early Care and Education Program Agrees to:

##### 1. Child Find

- a. Collaborate with LEA on the child find screening process.
- b. Ensure all children in the program receive developmental screenings, and together with a parent determine the need for referral to the LEA for further evaluation for special education and related services.

2. Screening
  - d. Partner with the LEA to ensure that information about completed screenings of enrolled children is shared with the LEA for data collection purposes, and if necessary, complete an ISBE Screening Data Collection Form.
  - e. Explain the LEA referral process to staff and parents.
  - f. Explain the purpose, types of screening (developmental, social-emotional, and sensory) and how families can access an evaluation, if necessary.
  - g. Use a standardized screening instrument, and to the extent possible, the same tool the LEA uses for continuity

## **Referral**

- A. The LEA agrees to:
  1. Provide the early care and education program with any preferred referral forms.
  2. Designate a contact person to receive the referral and for ongoing communication with the early care and education program.
  3. Upon receipt of the parent referral, the LEA will conduct a Domain Meeting within 14 school days to determine if an evaluation is warranted, and if so, allow the parent to provide written consent for evaluation within 14 school days of the referral.
  4. If LEA determines an evaluation is not warranted, inform family in writing with reason for the decision and their right to appeal decision.
  5. Inform the early care and education program that with parent consent they may participate in the Domain Meeting.
  6. Provide the early care and education program with written information about summer assessment procedures, if any, prior to the end of the school year.
- B. The Early Child Care and Education Program agrees to:
  1. When a referral for evaluation is warranted, assist parents in making a request for evaluation in writing, which may be satisfied by completing the "Request for Evaluation Form." Assist families in completing any other referral forms requested by the LEA.
  2. Designate a contact person for on-going communication with the LEA to address questions and concerns.
  3. Share the Governor's Office of Early Childhood Development flyer "Are You Concerned About Your Child's Development or Speech?" with families.
  4. Upon parent request, attend Domain Meetings to the extent possible.

## **Evaluation and Eligibility Determination**

### **A. The LEA agrees to:**

1. If an evaluation is warranted, the LEA will conduct the evaluation within 60 school days from the date of parent consent.
2. Inform parents of their rights and responsibilities concerning their child's education pursuant to IDEA.
3. Notify the early care and education program of any assistance needed in order to schedule meetings or communicate with parents.
4. Conduct an individual evaluation in the native language or other mode of communication and in the form most likely to yield accurate information.

### **B. The Early Child Care and Education Program agrees to:**

1. Maintain on-going communication with the LEA to facilitate the evaluation process.
2. Support families through the evaluation process.
3. Continue to monitor children found ineligible for early childhood special education services.

## **Individualized Education Program (IEP) and Service Delivery**

### **A. The LEA agrees to:**

1. At the IEP meeting, when appropriate, consider the early care and education program as a location for the delivery of special education and related services.
2. As required in a student's IEP and based upon obtaining a Consent to Release Information from the parent, communicate and offer assistance to the early care and education program so that it can effectively support the IEP.
3. Collaborate with the early care and education program to ensure there is continuity of services and that they are carried across settings, including the early care and education program, LEA and home.
4. Deliver special education and related services as appropriate per a child's IEP.

### **B. The Early Child Care and Education Program agrees to:**

1. Upon parent request and consent, ensure that teachers and/or other staff attend IEP meetings.
2. Support the child and parents during the IEP process.
3. Encourage families to utilize services offered through the LEA when a child has an IEP.
4. If the child is dually enrolled and has an IEP, support the goals and objectives in the IEP.
5. Collaborate with the LEA to ensure there is continuity of services and that they are carried across settings including the early care and education program, LEA and home.

## **Related Services**

- A. The LEA agrees to:
  - 1. Transportation
    - a. Provide transportation for children with disabilities as a related service in accordance with the child's IEP.
    - b. Share transportation procedures with the program, including all written policies and forms.
  - 2. Assistive Technology
    - a. Provide assistive technology in accordance with the child's IEP. When appropriate, train the early care and education program staff and parents on the use and maintenance of assistive technology devices.
- B. The Early Child Care and Education Program agrees to:
  - 1. Transportation
    - a. Share transportation resources when available and appropriate.
    - b. Promptly notify the LEA if children require transportation services, there is a change in family circumstances affecting transportation, there is a disruption in delivery of transportation, or transportation is needed.
  - 2. Specialized Assistive Technology
    - a. Assist therapists with any arrangements for providing assistive technology devices, if necessary.
    - b. Inventory and maintain any borrowed equipment.
    - c. Train staff to operate equipment utilized by the child.
    - d. Encourage parents to participate in trainings on assistive technology devices

## **Transition**

- A. The LEA agrees to:
  - 1. Encourage appropriate school staff to participate in the early care and education parent meetings and share useful information.
  - 2. Encourage the LEA staff and teachers to collaborate with the early care and education program staff and teachers throughout the year.



B. The Early Child Care and Education Program agrees to:

1. Establish a contact for transition and initiate introduction between the LEA and families.
2. Invite local school representative to visit the program and participate in parent meetings.
3. Coordinate informational packets to be used at local school parent meetings.
4. Arrange for early care and education program teachers to develop coordinating activities with the LEA teachers throughout the year.
5. Hold a staff-parent transition meeting for each child leaving the program.

### Joint Training

A. The LEA agrees to:

1. To provide joint training to the extent possible and assist the early care and education program in supporting children with early childhood special education needs.
2. Share professional developmental and technical assistance opportunities with the early care and education program as appropriate, including those available through STAR NET.

B. The Early Child Care and Education Program agrees to:

1. Partner with the LEA in joint training and as appropriate accept assistance from the LEA that would enable increased support of children with special education needs.
2. Share relevant professional development opportunities and training information with the LEA.

**EXHIBIT B**

**Request for Evaluation**

Date of Referral: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Child's Gender (please circle): Male/Female

Child's Address: \_\_\_\_\_

Child's Date of Birth: \_\_\_\_\_

Local Education Agency Name: \_\_\_\_\_

Local Education Agency Address: \_\_\_\_\_

Early Care and Education Program Name: \_\_\_\_\_

Early Care and Education Program Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Contact Person Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Child's Primary Language: \_\_\_\_\_

Reason for Referral:

Screening Results     Teacher Observation     Parent Request

Transitioning from Early Intervention

Areas of Concern:

Cognitive/Educational     Communication     Motor     Social/Emotional

Hearing     Vision     Health

COMMENTS:

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## EXHIBIT C

### Parental Consent for Release of Confidential Information and Registration

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I, the undersigned, consent to have the following individuals exchange documentation and/or information with each other about the above-named student:

Name/Title/Agency:

Name/Title/Agency:

Contact Information:

Contact Information:

My Consent extends to the following information: (please describe)

In signing this Consent for Release, I understand that:

- My Consent is only valid from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_, and is not valid for any longer than one year.
- I have the right to inspect and copy records that are subject to this Consent for Release, as well as challenge the content of such records.
- I have the right to limit any such consent to designated records or designated portions of information within the records.
- I may revoke my Consent at any time in writing, but that I must have a witness verify my revocation. Revocation is not effective until it is received by the appropriate agency and does not apply to any records that have already been released.

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Parent/Guardian Name Printed

Parent/Guardian Name Signature

Date