

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Regular	<input type="checkbox"/>	Special
--------------------------	-----------------	--------------------------	----------------	--------------------------	----------------

(A) **Report Only** **Recognition**

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) **Action Item**

Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN CDI HEAD START (SERVING SOUTHWEST TEXAS) AND EAGLE PASS INDEPENDENT SCHOOL DISTRICT.

(C) **Funding source: Identify the source of funds if any are required.**

(D) **Clarification: Explain any question or issues that might be raised regarding this item.**



**Community Development Institute
HEAD START**

Serving Southwest Texas
PO Box 920
2208 N. 1st Street
Carrizo Springs, TX 78834
(830) 876-9265 phone * (830) 876-9285 fax

**MEMORANDUM OF UNDERSTANDING BETWEEN
CDI HEAD START SERVING SOUTHWEST TEXAS
AND
*EAGLE PASS INDEPENDENT SCHOOL DISTRICT***

Community Development Institute Head Start Serving Southwest Texas (“CDI Head Start”) and the Eagle Pass Independent School District (“EPISD”) will work together to better meet the needs of the children and their families, to avoid the duplication of services, and to ensure that all families served receive the best possible service.

I. Purpose of Agreement

The purpose of this Agreement is to establish joint services/activities to be carried out by both parties. To establish the best cooperative method of providing services to preschool children including children with disabilities and their families in compliance with Federal and State laws and regulations. This agreement will address the following key areas:

- ❖ The services that will be provided by each agency.
- ❖ Assertion that children eligible for Special Education Programs receive a free and appropriate public education within the least restrictive surroundings as required by law.
- ❖ Coordination of services with interagency planning to avoid duplication of services and best utilize available resources.

II. Programs Description:

Person responsible for implementing agreement for CDI Head Start:

Emma Quirarte

Site Manager

CDI Head Start Serving Southwest Texas

2466 Montrose Ave. Unit #1

Montrose, CA 91020

(562) 650-9444

Ms. Alicia Yanez

Program Director

CDI Head Start Serving Southwest Texas

P.O. Box 920

Carrizo Springs, Texas 78834

(830) 876-9265

Person responsible for implementing agreement for EPISD:
Gilberto Gonzalez
Superintendent
Eagle Pass Independent School District
1426 Edison Rd.
Eagle Pass, Texas 78852
(830) 773-5181

III. Program Mandates

This agreement is being executed in part to fulfill congressional mandates requiring Head Start Programs to recruit, enroll, and provide services to children with disabilities. (The Equal Opportunity Act Amendments – P.L. 92-424, Rehabilitation Act of 1973- P.L. 93-112). Congressional mandates also state that The Individuals with Disabilities Educational Improvement Act, which makes the Local Educational Agency the responsible party in providing free appropriate education to children, ages 3-21 with disabilities in the least restrictive surroundings. (IDEA 2004). (The Education of Handicapped Children Act of 1975 and amendments- P.L. 94-424, P.L. 94- 142, The Education of Handicapped Children Act of 1990- P.L. 94-101-476 and Individual with Disability Act P.L. 102-119). Additional responsibilities to both agencies include but are not limited to the following as mandated in Head Start Performance Standards 45-CFR 1304 and 1308 and in Education Regulations TEC S1.002 and SBOE S89.1001.

IV. Head Start Responsibilities

CDI Head Start has the following responsibilities:

1. Fill at least ten (10%) percent of total enrollment slots with children with disabilities who are eligible for services in accordance with Head Start Performance Standards 1305 and 1308.5.
2. Provide children enrolled with a Health and Developmental screening within the first 45 days of attendance in agreement with performance standards 1308.6.
3. Refer children with suspected disabilities to appropriate professionals for a diagnostic evaluation in accordance with performance standards 1308.6 (1&2).
4. Develop and implement procedural safeguards to ensure the rights of persons in the Head Start setting and issues regarding the confidentiality of records.
5. Participate in the Texas Education agency's Child Find System (34 CFR 300.128) under part B of the IDEA.
6. Assist in identifying other appropriate community agencies that provide services to children from birth to 5 years of age.
 - a. Contacts the identified agencies and invites them to participate in this agreement.
 - b. Continues to work with these agencies as outlined in this agreement, to provide services to children with disabilities.
7. CDI teachers will complete Teacher Observation Packet, provided from LEA, and return to LEA so that assessments and referral process may begin.

V. EPISD RESPONSIBILITIES.

A. EPISD has the following responsibilities:

1. Provide services to preschool children with disabilities ages 3-5 as mandated by the current Individuals with Disabilities Education Act. (P.L. 102-119).
2. Complete comprehensive individual assessments of referred children within 60 calendar days of receiving parental approval to assess.
3. Hold an Admission, Review and Dismissal (ARD) meeting within 30 days of completed assessment. As well as develop and implement the Individual Education Plan (IEP) for all children with disabilities and ensure confidentiality of all students' records. ARD meeting form will provide a signature line for Head Start Representative.
4. Coordinate with other community agencies to provide services to children with disabilities.
5. Inform parents of disabled children of the procedural safeguards that ensure their rights in the educational system.

VI. Service Implementation:

In the formulation of this agreement **EPISD** and **CDI Head Start** mutually agree to work cooperatively in providing services to children with disabilities. Such determined efforts in providing services including the following activities:

VII. Child Find:

- A. EPISD** agrees to conduct Child Find Activities, which may be include but are not limited to:
1. Conducting the district's Child Find Activities
 2. Notifying CDI Head Start of program screening dates so the CDI Head Start may participate.
 3. Providing CDI Head Start with information on district criteria used to determine if Special Education services are warranted.
 4. Accepting and processing from CDI Head Start as a referring agent.
- B. CDI Head Start** agrees to conduct the following activities:
1. CDI Head Start/EHS must comply with screening requirements within 45 calendar days of start of program year.
 2. Providing school districts with information on Head Start Eligibility Criteria.
 3. Informing parents of the referral process and obtaining written parent consent to evaluate.
 4. Informing parents of their right regarding evaluation and services.
 5. Ensuring safeguard procedures are implemented.
 6. Accepting and processing referrals made to CDI Head Start by local school districts, of parents and families that are eligible and meet the Head Start guidelines.

VIII. Assessments:

- A. EPISD** agrees to conduct the following activities:

1. Evaluate children with suspected disabilities aged 3 years or older whom CDI Head Start refers.
2. Hold multi-disciplinary team meetings (IEP/ARD) to determine if the child meets eligibility requirements.
3. Upon submission of appropriate parental consent, make available a copy of the student's evaluation reports to CDI.

B. CDI Head Start agrees to conduct the following activities:

1. Hold an In-House Meeting for children with suspected disabilities. If the in-house meeting results concur with initial findings, the child will be referred for an evaluation.
2. Obtain parent's written consent before the child is referred to EPISD.
3. Depending on the elapsed time between the referral and the evaluation, if necessary initiate the evaluation process in accordance with regulation 45CFR 1308.6.

IX. Individual Education Plan/ Multidisciplinary Team Meeting (IEP/ARD)

A. EPISD agrees to conduct the following activities:

1. Hold a multidisciplinary team meeting and develop an IEP.
2. Invite CDI Head Start to participate in the IEP/ ARD meeting to act as contributing members to the child's education program, at least three (3) days in advance of time and date of the ARD meeting.
3. ARD Committee will develop the IEP for the child and give the CDI Head Start/EHS program a copy of the IEP.
4. LEA will provide the CDI Head Start/EHS program with a copy of the IEP/ARD & Eligibility Report.

B. CDI Head Start agrees to conduct the following activities:

1. Attend and participate in multidisciplinary team meetings and assist in the formulation of an IEP.
2. Encourage parents to participate in multidisciplinary team meetings and writing of the IEP.
3. CDI Head Start/EHS will implement their role as outlined in the IEP.

X. Individual Education Plan Review:

A. EPISD agrees to conduct the following activities when parental consent has been obtained:

1. Provide a copy of the IEP to CDI for children who are being provided services by CDI Head Start and EPISD.
2. Inform Head Start of any changes to services as primarily indicated in the IEP.
3. Review child's progress toward identified goals.

B. CDI Head Start agrees to conduct the following activities when parental consent has been obtained:

1. Provide information on child's progress toward identified goals.

2. Assist parents in the understanding of child's IEP and encourage their attendance in reviews and/or teacher conferences.

XI. Transition Services

In accordance with the Title 1 Act (Sec.'s 1112 & 1115), C.S.A. HEAD START/EHS and LEA will coordinate their efforts in transiting children from the early childhood program to the public school. Arrangements will be made ahead of time by the Area Service Manager for the children's orientation into the public school system.

A. EPISD agrees to conduct the following activities:

1. Meet with CDI Head Start staff to discuss transitioning of Head Start children into school.
2. Assign a representative from the school district to attend transition meetings in order to expedite the process and continue services to children.
3. LEA will arrange for the children's visit beforehand by notifying the pre-k teachers of the visit.

B. CDI Head Start agrees to conduct the following activities:

1. Coordinate with EPISD to discuss transitioning of Head Start children to Kindergarten or Preschool Programs for children with disabilities.
2. Share information regarding children who will transition, contingent upon signed parent release of information.
3. Devise a transition plan that will address placement options including name of contacts, possible site visits by the child and families, and time frames for completion.

XII. TERMINATION/REVIEW

This Memorandum of Understanding will be reviewed and revised by the CDI Head Start Serving Southwest Texas and Cotulla Independent School District on as needed basis or updated every year. This agreement may be terminated by either party upon thirty (30) days written notice. The agreement will automatically terminate when CDI Head Start is no longer funded as the interim grantee.

Eagle Pass Independent School District
Superintendent
Gilberto Gonzalez

Date

CDI Head Start Serving Southwest Texas
Site Manager
Emma Quirarte

Date

CDI Head Start Serving Southwest Texas
Program Director
Alicia Yanez

Date