

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s): SAMUEL MIJARES, ASST. SUPT. FOR C & I
 DELIA GONZALEZ, SPECIAL EDUCATION DIRECTOR

Briefly describe the subject of the report or recognition presentation.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE COLLABORATIVE AGREEMENT BETWEEN TEACHING AND MENTORING COMMUNITIES (TMC) AND THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT.

(C) Funding Source: Identify the course of funds if any are required

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



Eagle Pass Independent School District
Special Education Department

TO: Gilberto Gonzalez, Superintendent of Schools
CC Ismael Mijares, Assistant Superintendent for C& I

FROM: Delia Gonzalez, Special Education Director

DATE: December 16, 2013

SUBJECT: Collaborative Agreement

I am submitting the following document for Board Approval:

Collaborative Agreement between:
Eagle Pass Independent School District (LEA)
and
TMC, Teaching and Mentoring Communities.

The purpose of this agreement is to establish working procedures between the two agencies to provide services to the TMC facility to satisfy our Federal obligation under Child Find.

Thank You.

Approved: _____
Samuel Mijares, Asst. Superintendent for C&

Collaborative Agreement Between:

Eagle Pass Independent School District ("LEA")

and

TMC, Teaching and Mentoring Communities

I. Purpose of Agreement:

The intent of this agreement is to institute a working procedure between Eagle Pass Independent School District ("LEA") and TMC Migrant Seasonal Head Start for provision of services to eligible children for Early Childhood: Special Education Program in compliance with Federal and State laws and regulations. This agreement will address the following core areas:

- Head Start participation in the public agency's Child Find plan under Part B of IDEA
- Joint training of staff and parents
- Procedures for referral for evaluations, IEP meetings, and placement decisions
- Transition
- Resource sharing
- Head Start commitment to provide the number of children receiving services under IEPs to the LEA for the LEA Child Count report by December 1 annually; and
- Any other items agreed to by both parties

II. Program Mandates:

This agreement is being executed in part to fulfill congressional mandates (Equal Opportunity Act Amendments of 1972 P.L. 92-424, and Rehabilitation Act of 1973- P.L. 93-112, and Improving Head Start for School Readiness Act of 2007, 42 USC 9801) requiring Head Start Programs to recruit, enroll, and provide services to children with disabilities; and congressional mandates (Individuals with Disabilities Education Improvement Act, (IDEA, 2004) which makes the Local Educational Agency the responsible party in providing free appropriate education to all children with disabilities ages 3 -21 in the least restrictive environment. Additional responsibilities to both agencies include, but are not limited to the following as mandated in Head Start Performance Standards 45-CFR 1308 and in Education Regulations TEC SI.002 and SBOE S89.1001.

A. Head Start Responsibilities:

The TMC MSHS Program has the following responsibilities:

1. Actively locate and recruit children with disabilities using staff who are knowledgeable about the provisions of 45 CFR part 84, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101) and its amendments. 45 CFR §1308.5 (a) and (b);
2. Ensure that children are not denied placement on the basis of a disability or its severity in accordance with 45 CFR § 1308.5 (c)
3. Access resources and plan for placement options in accordance with 45 CFR § 1308.5 (d) ;
4. Recruit children who have severe disabilities, including children who have been previously identified as having disabilities, as part of the recruitment effort.
5. 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.
6. Provide all enrolled children Health and Developmental screenings within the first 30 days of enrollment in accordance with Head Start Performance Standard 1308.6.
7. Conduct ongoing developmental assessments for all enrolled children throughout the year to determine progress and plan program activities and conduct re-screening as needed.

8. Conduct a developmental assessment for all children whose developmental screening indicates the need for further evaluation to determine whether they may have disabilities including all parental information requirements set forth in 45 CFR § 1308.6 (c).
9. Arrange for further, formal, evaluation of a child who has been identified as possibly having a disability based on the developmental assessment by either referring the child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third birthday or arranging or providing for an evaluation that meets the requirements of 45 CFR § 1308.6 (e) (2) using its own resources and accessing others in the event that the LEA does not evaluate the child.
10. Acquire or assist in all responsibilities related to the initial evaluation and the child's parents including, but not limited to: the acquisition of required written parental consent for an initial evaluation to determine whether the child has a disability in accordance with 45 CFR § 1308.6 (e) (3); maintenance of confidentiality and provision of an opportunity for the parents to review records in a timely manner in accordance with 45 CFR § 1308.6 (e) (4); notification and acquisition of permission for additional evaluations if determined necessary in accordance with 45 CFR § 1308.6 (e) (4); explain the purpose and results of the evaluation and make concerted efforts to assist the parents in understanding the results of the evaluation in accordance with 45 CFR § 1308.6 (e) (4).
11. Participate on the multidisciplinary team (Admissions, Review, and Dismissal ("ARD") Committee) in making eligibility decisions regarding children with disabilities as well as participate in the development of the child's individualized education plan ("IEP") in accordance with 45 CFR § 1308.19;
12. Initiate the implementation of the IEP as soon as possible after the IEP meeting by modifying the child's program in accordance with the IEP developed within the last two months within 2 weeks of a child's attendance in a program.
13. Develop written confidentiality policies concerning information about children and families that will meet the confidentiality requirements of Texas ECI Program policies and provide training materials for MSHS Staff on those requirements as well as work with the LEA to ensure that information is shared in a manner that improves service delivery, while respecting families' right to privacy and complying with state and federal requirements;
14. Coordinate with the LEA as well as local community agencies regarding all services to persons with disabilities in accordance with 40 Tex. Admin. Code Ch. 72.

B. LEA Responsibilities:

The Local Education Agency has the following responsibilities:

1. Provide services to preschool children with disabilities ages 3-5 as required by Individual with Disabilities Education Act (IDEA) and the Individuals with Disabilities Improvement Act (IDEIA) of 2004, 20 U.S.C. 1400 and 19 Tex. Admin. Code § 89.1035.
2. Accept referrals from TMC/MSHS for children who have been identified as possibly having a disability based on the developmental assessment conducted by MSHS.
3. Seek written parental consent with the assistance of TMC/MSHS prior to conducting an initial evaluation for all children who have been referred for a special education evaluation.
4. Conduct an initial evaluation to determine if a child is a child with a disability no later than 45 school days following the date on which the LEA, in accordance with 20 U.S.C. § 1414 (a), as amended, receives written consent for the evaluation, signed by the student's parent.
5. Ensure confidentiality of all student education records by collaborating with TMC/MSHS to develop written confidentiality policies concerning information about children and families that includes all requirements set forth in the Head Start Program Performance Standards as well as the Family Educational Right to Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99 and the Individuals With Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. 1400.
6. Convene Admission, Review, and Dismissal ("ARD") Committee Meetings for the purpose of determining eligibility for special education services and developing and implementing individualized education plans ("IEP") for students who are determined to be eligible for special education services.
7. Coordinate with TMC/MSHS as well as community service agencies to provide services to children with disabilities.
8. Inform parents of their procedural safeguards pursuant to the Individuals With Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. 1400.

III. Service Implementation:

In the formulation of this agreement LEA and TMC mutually agree to work cooperatively in providing services to children with disabilities. Such concerted efforts in providing services include the following activities:

A. Head Start Participation in the LEA's Child Find Plan under Part B of IDEA:

1. TMC MSHS agrees to:
 - a. Conducting screenings within the first 30 days of child's enrollment using appropriate screening tools determined in collaboration with the LEA.
 - b. Communicate with LEA regarding Head Start eligibility criteria and accept and process any referrals made by the LEA for age-appropriate children.
 - c. Inform parents regarding the referral process for special education evaluation and/or services and obtain written parental consent for evaluation of children suspected of having a disability.
 - d. Inform parents of their rights including internal dispute resolution process and the community complaint resolution process in accordance with the Head Start Performance Standards 45 CFR § 1304.50.
2. In addition to its district Child Find Activities, the LEA agrees to conduct Child Find Activities specifically involving TMC/MSHS including, but not limited to:
 - a. Notifying TMC's MSHS of program screening dates to ensure TMC increased participation;
 - b. Provide information regarding criteria for special education eligibility determination to ensure appropriate referrals from TMC/MSHS.
 - c. Accept TMC/MSHS as the referring agency for purposes of referrals for special education evaluations.
 - d. Collaborate with TMC/MSHS regarding appropriate screening tools for use in determining whether a child has a suspected disability.

B. Joint Training of Staff and Parents:

1. TMC/MSHS agrees to:
 - a. Invite LEA staff to participate in trainings sponsored by the TMC/MSHS when appropriate.
 - b. Notify LEA of all parent trainings regarding children with disabilities to ensure that an invitation to attend such trainings can be extended to parents of children served by the LEA.
 - c. Include training on confidentiality issues in annual trainings.
2. LEA agrees to:
 - a. Invite TMC/MSHS staff to participate in trainings sponsored by the LEA when appropriate including, but not limited to LEA Referral and Evaluation Training.
 - b. Notify TMC/MSHS of all parent trainings regarding children with disabilities to ensure that an invitation to attend such trainings can be extended to parents of children served by TMC/MSHS.
 - c. Include training on confidentiality issues in annual trainings.

C. Procedures for referral for evaluation, IEP Meetings, and Placement Decisions:

1. TMC agrees to:
 - a. Conduct an in-house staffing regarding a child with a suspected disability prior to referring the child to the LEA for an initial special education evaluation.
 - b. Assist in the acquisition of written consent for evaluation from the child's parent.
 - c. In the event that the LEA does not evaluate the student, arrange for further, formal evaluation that meets the criteria set forth in 45 C.F.R. § 1308.6 (e) (2) of a child who has been identified as possibly having a disability using its own resources and accessing other resources.
2. LEA agrees to:
 - a. Conduct initial evaluations on students who are referred for an evaluation no later than 45 school days following the date on which the LEA, in accordance with 20 U.S.C. § 1414 (a), as amended, receives written parent consent for the evaluation.

- b. Invite a representative from TMC/MSHS to participate in ARD Committee meetings that are convened for the purpose of determining eligibility.
 - c. Make student evaluations available to TMC/MSHS for review upon receipt of written parental consent for such access.
3. The parties agree and acknowledge that the Admission, Review, and Dismissal (“ARD”) Committee is the name of the multidisciplinary team convened by the LEA for the purposes of determining eligibility of a child for special education services as well as IEP development and implementation.
- a. The LEA will convene all ARD Committee meetings for children who have been evaluated by the LEA and will invite a representative of TMC/MSHS to attend any ARD Committee meeting that involves a child who has been referred by TMC/MSHS for the purpose of participating in educational decision-making including, but not limited to eligibility determination and assisting in the development of an IEP.
 - b. TMC/MSHS will convene multi-disciplinary team meetings for children who have been evaluated by the TMC/MSHS and will invite a representative of the LEA to attend any multi-disciplinary team meetings that involve a child who was referred to the LEA, but not evaluated, for the purpose of participating in educational decision-making including, but not limited to eligibility determination and assisting in the development of an IEP. Such invitation will be in writing pursuant to 45 CFR 1308.19 (g).
 - c. TMC/MSHS will encourage parental involvement in ARD Committee meetings and/or multidisciplinary meetings.
4. The parties agree and acknowledge that for the purposes of all children who are dually enrolled in both the TMC/MSHS and LEA, information will be shared by the entities regarding the child’s progress toward identified goals; any changes in the child’s programming will be between the entities. Such communication will be in the form of a provision of a copy of formal documents such as the child’s IEP as well as Progress Reports, but will also include less formal means of communication. Parent consent for such collaboration will be acquired by the TMC/MSHS. TMC/MSHS will also encourage parents to attend teacher/parent conferences and to ask questions for the purpose of understanding the child’s IEP.

D. Transition Services:

- 1. TMC/MSHS agrees to conduct the following activities:
 - a. Coordinate with various agencies including the LEA to discuss the transitioning of MHS children with disabilities to Preschool or Kindergarten programs for children with disabilities.
 - b. Coordinate information sharing between the TMC/MSHS and the LEA including the acquisition or required written parent consent.
 - c. Coordinate the development of a transition plan that will address placement options or children including names of contracts, possible site visits by the child, and recommended time frames for completion.
- 2. LEA agrees to conduct the following activities:
 - a. Meet with TMC/MSHS staff as early as the beginning of each school year to begin transition planning for children with disabilities who will be moving to public school for the following school year.
 - b. Assign a representative of the LEA to participate in transition meetings in order to expedite the process and ensure that the LEA has the necessary resources to provide the planned services.

E. Resource Sharing:

- 1. A disabilities service plan that provides strategies for meeting the special needs of children with disabilities and their parents will be developed by the TMC/MSHS. The disabilities services plan will be shared with the LEA and updated annually. Its purposes are to assure that all components of Head Start are appropriately involved in the integration of children with disabilities and their parents and that resources are used efficiently.

- 2. TMC/MSHS and LEA agree to share resources including materials and equipment that will directly benefit dually enrolled children.

F. Child Count:

TMC/MSHS commits to provide the number of children receiving services under IEPs to the LEA for the LEA child count report by December 1 annually.

G. Confidentiality:

The parties agree to:

- 1. Establish and maintain a written confidentiality policy.
- 2. Establish and maintain a record-keeping system and to ensure the confidentiality of records.
- 3. Ensure that all health information will only be shared on a need-to-know basis as established in the confidentiality policy.
- 4. Establish a method of handling suspected cases of child abuse that ensures confidentiality.
- 5. Encourage strong communication, cooperation, and the sharing of information among agencies and their community partners.
- 6. Acquire written parental consent prior to the transfer of individual or family records.

VI. General Provisions and Term of Contract

The Disabilities Coordinator at the TMC Regional Office is designated to serve as the primary contact for TMC.

The LEA agrees to assign their Special Education Director as the representative/contact person for the LEA service delivery area.

Both agencies will abide by the Family Education Right and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99 and the Individuals With Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. 1400 as well as all other relevant federal and state laws and regulations.

This agreement will become effective from September 1, 2013 following the signing of the agreement by both parties and remain in effect until cancelled by either party. The agreement will be reviewed annually and updated as needed to address services. This agreement may not be waived, modified, amended, or altered except in writing and signed by TMC and the LEA.

Mary G. Capello, TMC CEO

Date

LEA Superintendent

Date

LEA Special Education Director

Date