

# Memorandum of Agreement

Between the \_\_\_\_\_ School District

And the \_\_\_\_\_ EI/Infant Learning Program

This agreement is between the \_\_\_\_\_ School District, hereafter referred to as SD and the \_\_\_\_\_ Early Intervention/Infant Learning Program, hereafter referred to as EI/ILP.

## I. Purpose:

The purpose of this interagency agreement is to set forth the responsibilities of the SD and the EI/ILP in the provision of Part C transition services to Part B for children approaching age 3 as outlined by IDEA.

## II. Authority:

Under P.L. 105-17, the Individuals with Disabilities Education Act Amendments of 2004 (hereafter referred to as the IDEA '04). The state must have on file with the secretary policies and procedures to ensure that children participating in Early Intervention Programs and who will participate in preschool programs experience a smooth and effective transition to those preschool programs. By the child's third birthday an IEP (Individual Education Plan) or IFSP (Individual Family Service Plan) must be developed and implemented for the child. SD will participate in transition planning conference arranged by EI/ILP grantee. An interagency agreement between the EI/ILP and SD is required to ensure coordination on transition matters.

## III. RESPONSIBILITIES OF EACH AGENCY:

### A. The SD will:

1. SD in partnership with EI/ILP will ensure coordination between the School District and EI/ILP, and other appropriate partners such as Head Start agencies, Public Health nurses and child care providers, for the provision of early childhood transition services.
2. SD will ensure that timely child find procedures and the provision of free appropriate public education (FAPE) for children beginning at age three are carried out by the school district.
3. SD will continue to support participation in training for district educators with EI/ILP providers in order to support early transition planning as well as FAPE for children with disabilities.
4. SD will designate a person to ensure that policy and procedures regarding the provisions and implementation of Part B of IDEA as it applies to the children age 3 through 5 years are communicated and carried out at the district and local school level.
5. SD will contact families to begin the referral process when notification of potentially Part B eligible children is received from the EI/ILP.
6. When invited by the EI/ILP, appropriate designated school representative(s) will attend the transition conference for any child likely to transition to Part B services.

7. SD will assure that district personnel will consider EI/ILP referral information, including the child's IFSP and evaluation/assessment documentation, in the process of Part B eligibility determination and educational program planning. Any additional evaluations required will be the responsibility of the school district and will not delay timely eligibility determination and initiation of FAPE.
8. SD will invite the EI/ILP provider to participate in IEP meetings for children transitioning from EI/ILP with the parent's permission.
9. SD will assure that eligible children transitioning from Part C to Part B have an IEP in place by age 3. Part C services may continue temporarily past the children's third birthday (no longer than 3 months) as agreed upon by SD, EI/ILP and parents. Districts can choose, with parental consent, to have an IFSP to guide Part B services for children through age 5.

**B. The EI/ILP will:**

1. EI/ILP in partnership with SD will ensure coordination between the School District and EI/ILP, and other appropriate partners such as Head Start agencies, Public Health nurses and child care providers, for the provision of early childhood transition services.
2. EI/ILP in partnership with SD will support training for all EI/ILP providers & district personnel to continue to SD learn about the requirements and current practices of early childhood transition.
3. EI/ILP will ensure provision of all procedures related to child find and the provision of EIS for children under age three.
4. EI/ILP will contact the SD with timely written notification of children approaching three years of age who may be eligible for Part B services. EI/ILP will notify parents of referrals made to SD.
5. EI/ILP will designate a contact person to clarify any staff or parent questions, concerns, or issues related to the implementation of the MOA with the SD and to insure clear communication of policies and procedures related to transition from EI/ILP to Part B by age three.
6. EI/ILP will initiate and convene early childhood transition meetings, including timely invitations to all appropriate parties, with parent consent. These meetings must occur no later than 90 days prior to the child's third birthday.
7. EI/ILP in partnership with the SD will assure that referral information including a child's IFSP and evaluation/assessment reports will be transferred to the SD, with parent consent.
8. EI/ILP will provide for EI/ILP personnel to be available to participate in IEP meetings and be involved with the student educational program planning.
9. EI/ILP will assure completion of transition and exit of children from EI/ILP by 36 months of age. In special situations approved by EI/ILP and SD, early intervention services may be extended over the summer months for children with birthdays in the months of May through August and who will enter Part B services at the beginning of the next school year.

**IV. CONFIDENTIALITY**

SD and EI/ILP will ensure and maintain confidentiality of all student records. Parent consent will be obtained prior to exchange of information beyond what is required to carry out Part B child find requirements.

**V. PARENT INVOLVEMENT**

SD and EI/ILP will promote policies that provide families with the information, resources, and training to support them in their role as partners in the planning of services for their child. Together we will ensure that parents are fully informed and have access to their rights and procedural safeguards under IDEA, and that activities are provided to prepare both the family and the child for transition at age three.

**VI. JOINT PARTNERSHIPS**

- 1. SD and EI/ILP staff will meet twice annually to review effectiveness of transition process, foster communication among providers, and share relevant program information. This meeting may also include joint training as funding permits.
- 2. Agree to in-service appropriate staff on this agreement, to encourage cooperation and understandings at all levels and assume responsibility to insure that this agreement is followed as closely as possible.

**VII. COMPENSATION**

This agreement does not involve any financial compensation from either the SD or the EI/ILP.

**VIII. DURATION OF THE AGREEMENT**

This agreement shall be in effect from October 2, 2008 through June 30, 2011. The agreement will be reviewed annually for any necessary changes.

**IX. AMENDMENTS**

On written request from either party, changes in this agreement or subsequent attachments will be discussed and such changes as are agreed upon in writing will become part of this agreement. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by a written instrument signed by the parties.

**X. TERMINATION CLAUSE:**

With a 30 day written notice either party can terminate the agreement.

**XI. SIGNATURES**

Each agency, by the signature below of its authorized representative, hereby acknowledges that she /he has read this agreement, understands it and agrees to be bound by its terms.

This agreement is executed on behalf of the SD and the EI/ILP through the undersigned representatives on the dates indicated after their signature:

Agency Name and Address

Agency Name and Address

\_\_\_\_\_  
, Special Education Coordinator

\_\_\_\_\_  
EI/ILP Program Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_