

INTERAGENCY AGREEMENT FOR SPECIAL EDUCATION PRESCHOOL SERVICES

This agreement is between _____ and _____ for the period of _____ to _____. This agreement is binding on the staff members of both agencies, and will be reviewed at least annually. Either agency may revoke this agreement with a notice of at least 30 days.

The purpose of this agreement is to establish working procedures between _____ and _____ in the provision of services to preschool children eligible for special education in compliance with federal and Kansas state laws and regulations.

It is the intent of this agreement to:

1. Define which services will be provided by each agency.
2. Ensure that children who are eligible for preschool special education services receive a free and appropriate public education as required by federal and Kansas state laws, regardless of the public agency administering the program.
3. Ensure that each agency cooperatively maintains communication and share leadership responsibilities at the local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between _____ and _____ are developed, implemented, and preserved.

This agreement applies only to preschool children two years old to kindergarten eligible, inclusive, who are eligible for special education services.

I. Purpose

To provide inclusive settings for children with disabilities.

II. Duration

This agreement shall cover the period from _____ through _____.

III. General Provisions of the Agreement

All parties agree:

Children with special needs are best served in environments where all children in their community would be found.

IV. Agency Responsibilities

_____ to:

examples:

1. Provide a certified ECSE teacher to consult on children's Individual Education Plans.
2. Provide health, medical, and TB certification information on staff and any additional information for licensing requirements.
3. Provide a paraprofessional 3 hours per day beginning when _____ enters new facility.

4. *Transportation of children to and from site.*
5. *Contact Social and Rehabilitative Services to obtain child care assistance for those families who may qualify.*

1. *Provide a certified school nurse to screen children at _____ for vision and hearing in the spring.*
2. *ECSE Teacher for consultation in preschool classroom 2 days.*
3. *Transportation of child to and from site.*
4. *Provide a 1/2 day child find for _____ and community in the spring.*
5. *Paraprofessional would be provided to _____ Monday, Wednesday, and Friday mornings unless indicated at least 1-2 weeks ahead of time.*
6. *Send all documentation necessary for licensing.*

_____, agrees to:

examples

1. *Enroll children with identified disabilities in the program for a total of 45 hours at the rate of \$1.75/hour.*
2. *Team teach and collaboratively plan with ECSE staff.*

1. *Provides 22.5 hours per week of inclusive child care at a cost of \$1000.00 for school year.*
2. *Include Tri-county and PITT staff in staff meetings, team planning and children's educational programs as appropriate.*

V. Individualized Education Plan

_____:

1. Shall develop IEP of IFSP for each two-, three-, four-, and non-kindergarten eligible five-year old child for whom early intervention or special education and related services will be provided. _____ will be included as appropriate.
2. Shall specify in the IEP/IFSP which services will be provided by _____.
3. Shall implement, or ensure that provision is made to implement the special education and related services, as specified in the IEP/IFSP, for all children the district is mandated to serve.
4. Shall monitor implementation of all IEP/IFSP.
5. Shall conduct annual IEP/IFSP reviews and include _____ as appropriate.

_____:

1. Shall provide input into the development of the IEP/IFSP for any individual for whom they are invited to participate.
2. Shall be responsible for implementation of the IEP/IFSP for those children whom they contracted to serve, assisted by consultation/collaboration with district staff.
3. Shall be responsible for monitoring pupil progress and communication at regular intervals with the district.
4. Shall participate in annual IEP/IFSP reviews as requested for those children whom they agreed to serve.

- 5. Shall ensure that confidentiality of records and personal information is maintained in accordance with the requirements of IDEA and FERPA.

VI. Service Provision

- 1. Certified special education teacher will be provided by _____.
- 2. Related services, when appropriate, will be provided by property licensed / certified staff. Staff member will be provided by:
 - Transportation: _____
 - Occupational Therapy: _____
 - Physical Therapy: _____
 - Speech/Language Therapy: _____
 - Paraprofessional: _____
- 3. Names of the above individuals will be provided by _____ to _____ as indicated on page 2 (agency responsibilities).

VII. Procedural Safeguards

_____:

Shall implement all procedural safeguards, including due process, confidentiality of records requirements, and placement in the least restrictive environment for all individuals eligible for special education services according to federal and Kansas state laws and regulations.

VIII. Training and Technical Assistance

- _____:
- 1. Shall designate personnel to be responsible for coordination of services between _____ and _____.
- _____:
- 1. Shall participate in district and other agency sponsored training opportunities as appropriate.

IX. Funding

_____:

X. Nondiscrimination Assurances

_____ assures the Board of _____, that they do not discriminate on the basis of race, sex, martial status, national orgin, religion, handi-cap, or age, in the operation of business or provision of services.

XI. Confidentiality

All parties agree to the confidentiality of all children served at _____.

XII. Liability

1. _____ agrees to purchase such insurance, including but not limited to professional liability and public liability insurance and keep such insur-
ance in force during the entire term of this agreement.
2. _____ agrees to indemnify and save harmless the
_____ from and against any and all claims, suits, damages,
liabilities or causes arising during the term of this agreement related to or in con-
nection with the negligent performance or non-performance required of them
including personal injury, loss of life, or damage to property.

XIII. Modification of the Agreement

Modification of the agreement shall be made by mutual consent of all parties. Termina-
tion of the agreement may occur by any party upon a 60-day notice.

Dated this ____ day of _____.

_____	_____
_____	_____
_____	_____