

**MEMORANDUM OF AGREEMENT
BETWEEN HIGHLAND JOINT SCHOOL DISTRICT #305 &
LEWIS-CLARK EARLY CHILDHOOD PROGRAM**

This agreement is made and entered into this 1st day of August 2023, by and between **HIGHLAND JOINT SCHOOL DISTRICT #305**, hereinafter referred to as District, and **LEWIS-CLARK EARLY CHILDHOOD PROGRAM**, hereinafter referred to as LCECP.

Period of This Agreement:

This agreement is for the August 2023 through May 2024 school year and thereafter, unless changed by agreement and modification.

Authority for This Agreement:

The District is authorized to enter into this agreement under the authority of the Interagency Agreement for Early Childhood Special Education of 2013, between the State Department of Education and the Idaho Head Start Association. It is agreed that the District is the lead agency in responsibility for provisions of educational services for three- through five-year-old children with disabilities and that local cooperative service delivery arrangements with Head Start or other public or private agencies may be enacted for the provisions of a free appropriate public education (FAPE) that meet the requirements of PL 94-142 as amended by PL 99-457, PL 101-476, also known as IDEA (formerly PL 94-142), Section 504 of the Rehabilitation Act, the Family Educational Rights and Privacy Act for the exchange of confidential information and applicable Idaho State Code and State Board of Education Rules and Regulations, as given, in part, below.

Child Find:

The District and LCECP agree to cooperate and share staff, facilities, and other resources as necessary to carry out local Child Find and related evaluation activities.

Referral:

The District will serve as the point of entry on referrals for possible placement in special education. Representatives of both agencies will coordinate referral information that originates with LCECP to form a multidisciplinary team to screen children possibly having disabilities.

Assessment, Child Study Team, Placement and Services:

For referrals originating with LCECP, assessments will be multidisciplinary and may include assessment information obtained by personnel from each agency according to minimum evaluations and eligibility standards established by the State Department of Education as described in the Special Education Manual. Children referred from parents or other agencies not associated with LCECP will receive screening and evaluation services according to established District procedures. Protection in evaluation procedures will be followed for all comprehensive evaluations.

Based on assessment information, children with eligible disabilities believed to benefit from integration in LCECP programming as an appropriate least restrictive environment (LRE) may, with the agreement and involvement of parents, be suggested to LCECP personnel for possible inclusion in those services prior to a formal child study team (CST) meeting that could formulate an individualized education program (IEP) that includes such services. In such cases, information concerning assessment, potential goals and apparent service needs will be exchanged between the two agencies to confirm or not confirm possible inclusion.

If the option of inclusion in LCECP would potentially meet the child's developmental and special educational needs as an appropriate LRE, a child study team will be conducted that includes one or more representatives of LCECP. The CST will evaluate assessment information, establish placement in special education, formulate goals and objectives, and establish LCECP and supportive district services required to achieve specified goals and objectives.

In such cases, the LRE will be based on factors from the evaluation, goals and objectives that indicate that the child's skills and developmental deficits are significantly below age expectancy and require special education programming that can be met through LCECP with District assistance and support provided as given below. Representatives of both agencies will participate in annual reviews of student IEP's and each agency will observe required procedural safeguards in the formulation and delivery of services. LCECP will receive copies of assessment information, IEP's, reports from outside evaluators and any other pertinent information from a student's file that would be beneficial in carrying out services.

Up to two students with disabilities otherwise served only by the District may be included in LCECP for up to five days per week in the Craigmont Center for a classroom maximum of 20 children. Students with disabilities who are enrolled in LCECP may be considered formally as dually enrolled in the District and LCECP. Income eligibility will not apply to the included students with disabilities otherwise served only by the District. The District only students with disabilities will receive education services from LCECP and be served a breakfast, lunch, and an afternoon snack. For Head Start students, LCECP will provide education, social services, parent involvement, health/dental and nutrition services, and mental health services as determined by each child's unique needs.

The District will provide supportive special education assistance as directed by each child's IEP.

Staffing, Related Services and Facilities:

LCECP will provide one or more appropriately qualified preschool teachers who meet the entry level requirements for their occupational category and at least one professional to supervise services who holds at a minimum the entry level requirements set forth by LCECP.

The District will provide direct or indirect service and/or supervision and assistance by an appropriately certified special education administrator, a special education preschool teacher and such certified or licensed related services personnel or purchased services as required. A District preschool classified, or certified staff member will be assigned and present during LCECP contact hours to serve preschool children with disabilities who would otherwise receive services only from the District.

LCECP will provide classroom space for the Craigmont Center that meets prevailing health, accessibility and safety standards, and will provide use of furniture and access to instructional materials and supplies. Both parties agree that the LCECP classrooms shall accommodate the policies and procedures of LCECP and implementation of the curriculum adopted by the program including the philosophy of the National

Association for the Education of Young Children's "Developmentally Appropriate Practice Statement" for the students participating in the cooperative program.

LCECP and District teachers will cooperatively plan classroom programming. The LCECP teacher will implement a core curriculum that has been adopted by LCECP and the District teacher will develop and implement IEP goals for the children with disabilities. Every effort will be made to structure IEP goal programming to be met within the normal classroom activities planned around the adopted core curriculum. All activities will be implemented on site unless otherwise agreed to between the parties.

Personnel Development:

Notice of and participation in relevant training and planning opportunities will be made available to personnel in each agency.

Data Accounting and Reporting:

Developmental and/or achievement information will be collected and reported for all students.

The attendance of each student will be provided to the District at times requested. The District will submit reports of student attendance to the Department of Education, Bureau of Finance, for each student with a disability served, including those with dual enrollment.

The District will submit special education student enrollment information in December of each school year to the State Department of Education, including students with disabilities under this agreement.

When LCECP has available Internet access, LCECP will allow the Highland School District Preschool Special Education Teacher to share the Agency's existing Internet service at the Craigmont Center. This will enable her to regularly submit the required State Department of Education special services data for LCECP children on IEP's. LCECP will assist with the initial Internet set-up. The District will provide a laptop computer with wireless capability and any necessary on-going Internet technical support.

Operational Schedule:

The schedule of attendance for students under this agreement will conform to the schedule of operation established by LCECP and will be established as such with parents at CST (IEP) meetings as recorded on student IEP's. If District only children attend LCECP on days District programs are not in session, District personnel will remain on site during all contact hours.

Transportation:

The District will provide transportation for students placed by the District under this agreement as LCECP relies on parent transportation.

Transition:

District and LCECP personnel will participate in cooperative transition planning activities to facilitate a smooth transition process and to minimize stress for families and children when students begin or change services between the two agencies.

Indemnification:

Each party hereto agrees to indemnify and hold harmless the other for any acts of its staff, agents or representatives that may result in loss, liabilities or damages arising out of the activities each performs under this agreement.

Agreement Modification:

The provisions of this agreement may be reviewed, extended, modified or changed upon a written amendment signed by both parties and such amendment, when signed, shall become a part of this agreement. It is anticipated that this agreement will be renewed on an annual basis, as described herein, unless changes are made at the request of either party.

Fees:

No billing for services will take place for these cooperative services between the District and LCECP.

Signed: Tana Kellogg Date: 05.08.2023
Tana Kellogg, Superintendent
Highland Joint School District #305

Signed: Heidi Thornton Date: 05.26.23
Heidi Thornton, Executive Director
Lewis-Clark Early Childhood Program