

INTERAGENCY AGREEMENT BETWEEN CONTRA COSTA COUNTY,  
EMPLOYMENT & HUMAN SERVICES DEPARTMENT/COMMUNITY  
SERVICES BUREAU (HEAD START) AND  
CONTRA COSTA SELPA (SPECIAL EDUCATION LOCAL PLAN AREA)  
MT. DIABLO UNIFIED SCHOOL DISTRICT SELPA  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT SELPA  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SELPA

August 1, 2018 - June 30, 2021

The purpose of this Interagency Agreement is to establish a set of working guidelines and procedures between Contra Costa County, by and through its Employment and Human Services Department, Community Services Bureau (hereafter "Head Start") and the Local Education Agencies (LEAs) in Contra Costa County to provide services to children with disabilities in compliance with Federal and State laws governing each agency.

The parties to this agreement are Contra Costa County ("County") and Contra Costa Special Education Local Plan Area (SELPA), a multi-district SELPA (including Contra Costa County Office of Education, and the following fifteen school districts: Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda Union School District, Pittsburg Unified School District, and Walnut Creek School District), Mt. Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District, which are each single-district SELPAs. Education will hereafter be referred to as a Local Education Agency (LEA) or Special Education Local Plan Area (SELPA).

No part of this agreement is intended, either directly or indirectly, to extend the responsibilities and obligations of either agency beyond the requirements of law. The agreement is to ensure the efficient provision of shared duties and cohesive delivery of individual agency responsibilities.

It is the intent of this Agreement to:

- 1.) Define services that will be provided by each agency;
- 2.) Establish a communication system to ensure that collaborative, coordinated services are provided;
- 3.) Provide opportunities for service to those children requiring special education and/or services in the least restrictive environment;
- 4.) Establish a system to ensure a smooth transition of children with disabilities between Head Start and public/private school programs.

Each agency shall identify representatives in each of the following areas and provide notification of any staff changes:

- 1 Administrator responsible for the Interagency Agreement;
- 2 Liaison for screening, referral and transition;
- 3 Coordinator of staff development activities

## CHILD FIND / SCREENING

Education may:

- 1.) Assist Head Start in determining which children will be screened by the LEA screening.
- 2.) Complete screening of children who are identified by Head Start screening within four weeks of Head Start contacting LEA liaison.
- 3.) Meet regularly with Head Start to discuss LEA screening outcomes and identify children to be referred to the LEA for special education assessment to determine eligibility.

Head Start will:

- 1.) Screen all children enrolled in Head Start within 45 days of enrollment in the program.
- 2.) Provide LEA with information on HEAD START, adaptations attempted, and outcomes for children.
- 3.) Meet regularly with the LEA contact person (to discuss LEA screening outcomes and identify children to be referred to the LEA for special education assessment to determine eligibility).

# REFERRAL

Education may:

- 1.) Provide Head Start with LEA referral form.
- 2.) Develop a joint Release of Information Consent form.
- 3.) Jointly develop a standard referral packet, and train appropriate staff in its use.
- 4.) Meet regularly with Head Start to discuss status of referrals.

Head Start will:

- 1.) Upon parent consent, use LEA referral form when making referrals to LEAs. Make written referrals to LEA for children who are suspected of having a disability, and are believed to meet the CA Ed Code Part 30, Chapter 4.45, Section 56441.11 (including the eligibility criteria in Title 5, section 3030, or the family request referral). Use form CSB 501.
- 2.) Develop a joint Release of Information Consent form. (Form CSB501) Assist in obtaining parent signature on joint Consent for Release of Information.
- 3.) Jointly develop a standard referral packet, train appropriate staff in its use, and provide the packet of information when a child is referred.
- 4.) Meet regularly with the LEA contact person to discuss referrals.



# ASSESSMENT

## Education May:

1. Develop and send assessment plan to Head Start to assist in obtaining parent signature.
2. Conduct assessments on all children referred by Head Start, according to procedures described in California Education Code Part 30.
3. Include Head Start in the evaluation team when Head Start is considered as a placement (or the child being assessed is enrolled in Head Start). Provide interpreters and translators when required and available for assessment and meeting activities.
4. Provide copies of all assessment reports at the Individualized Education Program (IEP) - Individualized Family Service Plan (IFSP) meeting.
5. Meet regularly with Head Start to discuss assessments.

## Head Start will

1. Assist LEA in obtaining parent signatures on the LEA assessment plan. Provide LEA with any information relevant to the assessment.
2. Assist the family and child in attending the assessment.
3. Participate in the evaluation team (when Head Start is considered as a placement or the child being assessed is enrolled in Head Start). Provide interpreters and translators when required and available for assessment and meeting activities.
4. Provide assessments on all children who appear to meet Head Start eligibility criteria but did not meet LEA criteria.
5. Meet regularly with the LEA contact person to discuss assessments.

## IEP-IFSP

### Education may:

- 1.) Notify Head Start Disabilities Manager and Head Start Teacher of IEP-IFSP meetings for whom Head Start may be an appropriate placement (approximately two weeks prior to the IEP-IFSP meeting), including the initial meeting, to determine eligibility for Special Education.
- 2.) The IEP-IFSP team shall determine eligibility for Special Education in accordance with Federal, State, and SELPA guidelines -including documentation the child's difficulties are not due to environmental, cultural or economic factors.
- 3.) IEP will be reviewed annually and Head Start will be invited to the meeting only if the child is already enrolled in Head Start.
- 4.) Provide Head Start with a copy of each child's IEP-IFSP and other information that would help Head Start provide better services.
- 5.) Meet regularly with Head Start to discuss the IEP-IFSP process, and schedule meetings at least annually.

### Head Start will:

- 1.) Arrange for appropriate staff to attend IEP-IFSP meetings.
- 2.) Provide services specifically defined as "Head Start responsibilities" on the IEP-IFSP.
- 3.) Participate in annual IEP meetings and share information about the child progress and outcomes.
- 4.) Provide the LEA with student information that would enable the LEA to better meet the students' needs.
- 5.) Meet regularly with LEA contact person to discuss the IEP-IFSP process, and to schedule meetings.

## SPECIAL EDUCATION AND RELATED SERVICE

### Education will:

1. Provide Special Education and related services designated on IEP-IFSP
2. Provide Special Education and related services at local Head Start sites whenever possible. Provide interpreters and translators for Special Education and related services when required and available.
3. Reconvene IEP-IFSP team to make changes in Special Education and related services, as necessary.
4. Attend transition IEP meetings for Head Start children age 5 years on or before September 1st, \* and transitioning into Kindergarten (who are believed to meet LEA criteria or have LEA IEPs). Invite Head Start to transition IEP meetings for children with IEPs.
5. Provide Head Start with specialists' and therapists' schedules.

### Head Start will:

1. Provide the regular education service and all comprehensive services available to all children enrolled in Head Start and individualized services based on goals and objectives of IEP. Support families in accessing related services provided by LEA.
2. Provide interpreters and translators for Special Education and related services when required and available. Contact LEA regarding child attendance, access to Special Education, and related services if the child is absent more than ten (10) days.
3. Reconvene IEP-IFSP team to make changes in Special Education and related services, as necessary Provide classroom individualized services based on IEP-IFSP goals and objectives.
4. Contact LEA about children age 4.5 years transitioning into Kindergarten with IEPs. Provide transitional information to the parents prior to the end of preschool year. Assist child with the transition to Kindergarten.
5. When applicable, provide a sign in/sign-out sheet, placed in an accessible location at Head Start sites, so that specialists and therapists can record their attendance.

# PLACEMENT

## Education may:

- 1.) Consider dual enrollment as a placement option.
- 2.) Make every effort to maintain placement of children in Head Start when Head Start is the referring agent, as deemed appropriate by the IEP-IFSP team.
- 3.) Utilize Head Start as a placement option, when appropriate, for preschool children identified as needing special services.
- 4.) Provide or ensure the provision of Special Education and related services, as specified in the IEP-IFSP for children that the LEA is mandated to serve.

## Head Start will:

1. Consider dual enrollment as a placement option.
2. Make every effort to accommodate children referred by LEA throughout the course of the program year.
3. Give a child with an LEA IEP-IFSP priority for inclusion in Head Start where the placement is appropriate, available, and upon application. *[(Head Start Act Section 640(d)(1))] Not less than 10 percent of the total number of children enrolled by each Head Start agency and each delegate agency will be children with disabilities who are determined to be eligible for special education and related services, or early intervention services, as appropriate, as determined under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), by the State or local agency providing services under section 619 or part C of the Individuals with Disabilities Education Act (20 u.s.c. 1419, 1431 et seq.).*
- 4.) Provide the LEA staff access to the child in order to provide Special Education services as described in the child's IEP-IFSP. This may include access to the child, workspace for individual or small group interventions, and other services as mutually agreed.



## PROCEDURAL SAFEGUARDS

### Education will:

- 1.) Implement all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive and placement in the least restrictive environment, for all individuals with exceptional needs placed by the LEA in Head Start, and their parents/guardians (according to California Education code Sections 56500-56506, the effective California Administrative Code, Title 5 regulations, and federal law and regulations).
- 2.) Inform Head Start personnel and parents/guardians of individual rights and protections.
- 3.) Inform Head Start personnel and parents/guardians of due process hearing and complaint procedures for all children placed by the LEA in Head Start, in accordance with California Education Code requirements.

### Head Start will:

- 1.) Ensure that all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, are provided for all children with IEPs and their parents/guardians, according to Education Code Sections 56500-56506, effective California Administrative Code, Title 5 and Head Start Performance Standards (45 CFR 1308.6, 1308.19 and 1308.21) as well as other federal laws and regulations.
- 2.) Inform parent/guardian of individual rights and protections.
- 3.) Inform parent/guardian of due process hearing and complaint procedures and participate in hearings when requested.

## TRAINING/TECHNICAL ASSISTANCE

### Education may:

- 1.) Co-plan, provide, and participate in joint training and/or information sharing activity on accessing early intervention services from community service providers.
- 2.) Train appropriate staff in the use of the jointly developed referral packet.
- 3.) Participate in other trainings as identified.
- 4.) Provide training to Head Start on possible classroom modifications and accommodations.
- 5.) Provide training to Head Start on LEA referral eligibility criteria and IEP-IFSP procedures.
- 6.) Notify Head Start of pertinent training sessions, so that staff and parents can attend when appropriate.
- 7.) Include children placed in Head Start with an LEA-IEP-IFSP in the Pupil Count, consistent with State and Federal requirements.
- 8.) Co-plan and provide joint training on the Interagency Agreement.

### Head Start will:

- 1.) Co-plan, provide, and participate in joint training and/or information sharing activity on accessing early intervention services from community service providers.
- 2.) Train appropriate staff in the use of the jointly developed referral packet.
- 3.) Participate in other trainings as identified.
- 4.) Participate in LEA provided training on possible classroom modifications and accommodations.
- 5.) Provide training on Head Start referral procedures and eligibility criteria.
- 6.) Notify LEA of pertinent training sessions, so that staff and parents can attend when appropriate.
- 7.) Meet the obligation for providing a count of children with IEP-IFSP through participation in the IEP-IFSP process.
- 8.) Co-plan and provide joint training on the Interagency Agreement.

## **DISPUTE RESOLUTIONS**

The administrator responsible for this Agreement, identified by each agency, shall be responsible for the interpretation and implementation of this Agreement. Individuals shall meet and attempt to resolve conflicts at the lowest possible level, with personal communication and written communication, prior to advancing to a higher level of administrative or supervisory involvement. The administrators responsible for this Agreement shall be the highest level of involvement. If the designated administrators are unable to agree, then a review and consideration of amendment of this Agreement shall be initiated.

## INTERAGENCY AGREEMENT APPROVAL

This agreement shall become effective when signed by all parties. This agreement may be cancelled at any time by any of the parties upon 30 days written notice. The agreement will be reviewed annually and thereafter revised by mutual agreement. This agreement shall remain in effect until any changes are finalized by signatures from both entities on a revised agreement.

Kathy Gallagher  
Director,  
Employment and Human Services  
Department (Head Start)

FORM APPROVED  
Sharon L. Anderson, County Counsel

By Deputy

Date

Brian Inglesby, Ed.D.  
Executive Director  
Contra Costa  
Special Education Local Plan Area (SELPA)

Wendi Aghily, Ed.D.  
Executive Director  
Special Education/SELPA  
Mt. Diablo Unified School District

Date

Date

~~Steve Collins~~ *Michael Berger*  
Assistant Superintendent  
Special Education/SELPA  
West Contra Costa Unified School District

MaryAnn Frates  
Executive Director  
Special Education/SELPA  
San Ramon Valley Unified School District

Date

Date