

Local Interagency Agreement Between CHILD START INC. AND SOLANO COUNTY SELPA

DESCRIPTION: Interagency Agreement regarding Head Start and Early Head Start programs
CONTRACT NO. CN 004-2022-23
BEGINS: July 1, 2022
ENDS: June 30, 2024
ADMINISTERING AGENCY: Solano County SELPA

This is a local interagency agreement (“Agreement”) made and entered into on this day of July 1, 2022, between Child Start Inc. (CSI), and Solano County Special Education Local Plan Area (“Solano County SELPA”)¹.

RECITALS

The purpose of this Interagency Agreement is to describe the collaborative relationship between Child Start Inc. (CSI), operating the Early Head Start and Head Start programs in Napa and Solano Counties, and the Solano County Special Education Local Planning Area (SELPA), in particular, the Early Start and Preschool Education Programs operated by the Local Education Agencies (LEA’s) within the SELPA.

Since its beginning in 1965, Head Start has held a strong commitment to encouraging the inclusion of children with disabilities in Head Start programs. This was expanded in 1994 to include infants, toddlers, and pregnant women with the addition of Early Head Start (EHS). Additionally, with the expansion of Early Head Start in Partnership with local child care programs (EHS-CCP), resources are provided to the broader Solano County community. This commitment is shared by Early Childhood Special Education Programs in Solano County. This agreement acknowledges a joint interest in supporting a philosophy of cooperative planning, development and implementation by both agencies, to increase options for young children under the age of five with identified special education needs.

Integration and inclusion are understood to mean helping children live, learn and work in typical settings where they will have the greatest opportunity to become as independent as possible. Integration and inclusion mean providing services, which encourage interactions among children with disabilities and their non-disabled peers. Both agencies support the belief that integration provides children with disabilities the opportunity to enjoy early childhood experiences in a least restrictive environment. It provides non-disabled children the opportunity to learn and grow by experiencing the strengths and differences their friends with disabilities may bring.

All children benefit from integrated programs. In an integrated setting, all children have the opportunity to develop an appreciation of similarities, and to learn to understand and accept individual differences. Through this process, begun early in their lives, a positive and healthy response to diversity within the community is fostered.

¹ *The following local educational agencies (“LEAs”) participate in the SELPA: Solano County Office of Education, Benicia Unified School District, Dixon Unified School District, Fairfield-Suisun Unified School District, Travis Unified School District, and Vacaville Unified School District.*

This agreement is divided into the following sections: Child Find and Screening, Referral, Education Assessment, Individualized Family Service Plan (IFSP) and Individualized Education Plan Process (IEP), Programs/Service Delivery, Transition, Training and Technical Assistance, Administration and Procedural Safeguards.

AGREEMENT

1) SCOPE OF SERVICES AND RESPONSIBILITIES OF PARTIES:

a) Acronyms. The following acronyms apply to this Agreement:

IEP	Individualized Education Plan
IFSP	Individual Family Service Plan
LEA	Local Education Agency
SCOE	Solano County Office of Education
SELPA	Special Education Local Plan Area

b) Responsibilities of Parties.

	Special Education Local Plan Area/ Local Education Agency	Child Start Inc.
Child Find and Screening		
A-1	Shall coordinate with CSI programs to inform and include them in the child find system as outlined in the SELPA Local Plan.	Collaborate with SELPA/LEA on child find activities including developing agreed upon procedures for such coordination.
A-2		In collaboration with each child’s parent(s), and within 45 calendar days of the child’s entry into the program, CSI will perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding a child’s developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills. To the greatest extent possible, these screening procedures will be sensitive to the child’s cultural background.
A-3		Children with an active IFSP / IEP at the time of enrollment will not be screened through CSI.
Referral		

	Special Education Local Plan Area/ Local Education Agency	Child Start Inc.
B-1	<p>Inform CSI of LEA referral procedures</p> <p>Note: NBRC, as the lead Early Start Agency, receives referrals for children under the age of 3 at the warm line (1-800-646-3268).</p>	<p>Inform SELPA of CSI referral procedures</p> <p>Note: NBRC, as the lead Early Start Agency, receives referrals for children under the age of 3 at the warm line (1-800-646-3268).</p>
B-2	<p>Inform Head Start of special education eligibility criteria annually.</p>	<p>Inform SELPA of CSI eligibility and local enrollment policies annually.</p>
B-3	<p>Will contact Education/Disabilities Manager when a child comes to the attention of LEA staff who may be eligible for Early Head Start or Head Start services as potential unduplicated or dually eligible enrollees, and will provide parents with enrollment information through the CSI referral process.</p>	<p>Following screenings with parental consent, may contact LEA case manager to consult regarding possible modifications for children with concerns, which may include informal child observation.</p>
B-4	<p>Provide consultation to CSI staff regarding appropriate modifications prior to referral.</p>	<p>Refer children suspected to be in need of special education to the LEA with parental consent.</p>
Assessment		
C-1	<p>Shall refer for assessment only after resources of the comprehensive child development program have been considered / utilized.</p>	<p>Implement ongoing procedures to identify medical, dental, and developmental concerns including periodic observations and recordings, as appropriate, of individual children's developmental progress, changes in physical appearance, and emotional and behavioral patterns along with observations from parents.</p>
C-2	<p>Shall begin special education timeline on receipt of referral from CSI in accordance with California Ed. Code.</p>	<p>Shall provide information to LEA on any modifications attempted prior to the referral, including documentation that the child's difficulties are not due to environmental, linguistic, cultural or economic reasons.</p>
C-3	<p>Involve CSI staff in the development of the assessment plan and obtaining parental consent.</p>	<p>Assist LEA in obtaining parental consent for assessment.</p>

	Special Education Local Plan Area/ Local Education Agency	Child Start Inc.
C-4	Coordinate with CSI in informing parents of due process rights and maintain appropriate documentation per due process.	Inform parents of due process rights and maintain appropriate documentation per due process.
C-5	Conduct trans-disciplinary assessment which may include speech, psych, education, nurse, and OT/PT and CSI staff.	Participate in the LEA trans-disciplinary assessment process.
C-6	Conduct language appropriate assessment as necessary.	
Individual Family Service Plan (IFSP) & Individual Education Plan (IEP) Processes		
D-1	Involve CSI in the scheduling of IFSP / IEP meetings and the development of the education plan.	Cooperate with SELPA/LEA in scheduling timely IFSP / IEP meetings.
D-2	Convene IFSP / IEP meeting including LEA staff, CSI staff and parents.	Participate in the development of the IFSP / IEP and attend IFSP / IEP meetings.
D-3	Provide for dual enrollments when appropriate.	
D-4	Specify in the IFSP / IEP the services the child requires and identify which will be provided by CSI and which will be provided by the LEA with the duration and frequency of services provided, including transportation as needed. It is the responsibility of the SELPA/LEA to provide and monitor the transportation services for a child with identified disabilities.	Provide parent consultation on understanding the IFSP / IEP as needed.
D-5	Monitor implementation of the IFSP / IEP.	Participate in scheduled IFSP / IEP reviews and assist parents in participating in the IFSP / IEP meeting.
D-6	Include CSI staff in scheduled IFSP / IEP reviews for children enrolled in CSI programs.	Maintain current IFSP / IEP information in child file and refer to for appropriate lesson planning.

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D-7	Make copies of IFSP / IEP and assessment information available to CSI with parent consent.	
Program / Service Delivery		
E-1	Provide updates on LEA site locations and appropriate contact persons at sites and central office.	Provide updates on CSI site locations and appropriate contact persons at sites and central office.
E-2	Provide information for related services as appropriate.	
E-3	Provide observation, consultation, related services, and training regarding individual child needs as specified in the IFSP / IEP.	Modify instruction to meet the needs of special learners with assistance of LEA staff.
E-4	When appropriate, such as when designated in "Full Inclusion" classroom model, integrate specialized instruction into daily Head Start classroom activities.	Coordinate with LEA staff in providing special instructions in the early childhood setting.
E-5	Meet / conference regularly with CSI staff, per a defined schedule, to monitor child progress and ensure appropriate activities, staffing, and equipment needs.	Meet / conference regularly with special education staff, per a defined schedule, to monitor child progress and ensure appropriate activities, staffing, and equipment needs.
E-6	Provide services as delineated in the IFSP / IEP.	Provide all comprehensive child development program components to children with disabilities enrolled in CSI programs.
E-7	Provide services as delineated in Memorandum of Understanding with specific programs / classrooms as appropriate.	
E-8		CSI will coordinate with families and other service agencies to support the accomplishments of goals in preexisting family plans.
Transition		

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	Special Education Local Plan Area/ Local Education Agency	Child Start Inc.
F-1	Participate in and assist CSI in transition activities from infant/toddler programs to SELPA/LEA.	Participate in and assist SELPA/LEA in transition activities from infant/toddler programs to Head Start.
F-2	Participate in Head Start transition process of kindergarten eligible children continuing in special education.	Participate, when appropriate, in LEA IEP transition meetings for 3 and 4-year olds for whom Head Start may be an appropriate placement.
F-3	Develop transition IEP's for transitioning school age children (including dually enrolled school age children) from Head Start and LEA preschool programs to kindergarten programs.	Assist LEA special and regular education staff in transitioning children to kindergarten programs (e.g. parent information meetings, school visits, etc.).
F-4	Develop transition IFSP's for transitioning toddlers (by 30 months of age) from Early Head Start and Early Start programs to preschool programs and services.	Assist in developing transition IEP's for transitioning school age children (including dually enrolled school age children) from Head Start and LEA preschool programs to kindergarten programs.
F-5		Assist in developing transition IFSP's for transitioning toddlers (by 30 months of age) from Early Head Start and Early Start programs to preschool programs and services.
Training and Technical Assistance		
G-1	Co-design outreach materials for families and/or community.	
G-2	Consider ways to combine efforts in providing parent education programs.	Designate one CSI staff person to coordinate training activities.
G-3	Combine fiscal resources to provide joint trainings.	
G-4	Work jointly with Head Start to support family focus goals.	Share effective strategies for supporting the family focus goals of the programs.
G-5	Share resources and training materials with CSI staff.	Share resources and training materials with LEA staff.

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G-6	Designate one SELPA staff person to coordinate training activities.	Provide or participate in training / in-service opportunity with SELPA / LEA on relative topics as appropriate.
G-7	Provide or participate in training / in-service opportunities with CSI on relative topics as appropriate.	
Administration		
H-1	Submit appropriate referrals to Head Start programs.	Follow-up on appropriate referrals made to Head Start programs from LEA's.
H-2	Monitor implementation of programs for dual enrolled children.	
H-3	SELPA Director/ Designee will cooperate with CSI regarding interpretation of the Interagency Agreement (and inform of any changes.)	Designate one person to cooperate with SELPA regarding interpretation of the Interagency Agreement (and inform of any changes.)
H-4	By mutual agreement with CSI, may combine fiscal and service resources in a manner that results in increased services to children with disabilities.	Designate one person to cooperate with LEA administrator regarding creation, maintenance, and interpretation of individual Memorandum of Understanding for individual programs/classrooms.
H-5	Provide staff to consult or meet with CSI staff on programmatic and child related issues as requested.	May, by mutual agreement with the SELPA/LEA, combine fiscal and service resources in a manner that results in increased services to children with disabilities.
H-6	Maintain provision of services as required by individual children's IEPs.	Maintain staffing patterns as required by Community Care Licensing for child care facilities.
H-7		Request SELPA / LEA to consult or meet with CSI staff on programmatic and child related issues as needed.
Procedural Safeguards		

	Special Education Local Plan Area/ Local Education Agency	Child Start Inc.
I-1	In the event that misunderstandings or differences of opinion occur between agencies with regard to policies and procedures necessary to accomplish the objectives of this agreement, the staff of the LEA and CSI will meet to develop a mutually agreeable solution. These disputes should be resolved at the lowest administration level possible.	
I-2	Implement all procedural safeguards according to state and federal law and regulations.	Maintain compliance with appropriate Head Start age and income eligibility regulations.
I-3	Inform CSI of due process hearing and complaint procedures.	Participate in due process or complaint procedures when requested.
I-4	In the event that a dispute cannot be resolved, an interagency meeting will be convened within 30 days following written documentation of the issues, to review this document.	
I-5		Comply with all state licensing requirements regulating integration activities.

- 2) **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2024.
- 3) **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
- 4) **FULL COOPERATION IN CONSUMMATING AGREEMENT:** Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 5) **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CSI and Solano County SELPA are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between Solano County SELPA and CSI, including their respective agents and employees. CSI and Solano County SELPA agree neither agency nor its agents and employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.
 - a) Each party shall be responsible for its applicable State and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
- 9) **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**
 - a) CSI agrees to indemnify, defend, and hold harmless Solano County SELPA and Solano County SELPA's employees, agents, and elective and appointive boards

from and against any and all claims, suits, losses, damages and liability, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of CSI, its employees or agents.

- b) Solano County SELPA agrees to indemnify, defend, and hold harmless CSI, its employees, agents and elective and appointive boards from and against any and all claims, suits, losses, damages, and liabilities, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of Solano County SELPA, its employees or agents.
- c) This indemnification shall extend to claims, suits, losses, damages, injury, and liability for injuries occurring after completion of either party's services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve the Parties from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CSI's or Solano County SELPA's operations, regardless if any insurance is applicable or not.

10) **CONFLICT OF INTEREST:** CSI attests that it has no current business or financial relationship with any Solano County SELPA employees or other Solano County SELPA providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employees during or following the period of this Agreement.

11) **NONDISCRIMINATION:** During the performance of this Agreement, CSI and Solano County SELPA shall each comply with all applicable federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

12) **THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Solano County SELPA and CSI.

13) **CONFIDENTIALITY:** The Parties agree to maintain confidentiality of information and records as required by applicable federal, State and local laws, regulations and rules, and further agree to mutually hold the other party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

- a) The Parties agree, to the extent required by the Family Educational Rights and Privacy Act (FERPA), including but not limited to Title 20, United States Code, Section 1232g et seq. and its implementing regulations (including but not limited to Title 34, Code of Federal Regulations (CFR), Part 99) to comply with applicable requirements of law and subsequent amendments relating to protected student education records, as well as any task or activity the Solano County SELPAs or CSI performs on behalf of each other, to the extent the Solano County SELPAs or their LEAs would be required to comply with such requirements.

b) More specifically, the Parties will not use or disclose confidential information other than as permitted or required by this Agreement and will notify each other of any discovered instances of breaches of confidentiality.

- 14) **SEVERABILITY:** The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 15) **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of Solano County SELPA and CSI with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
- 16) **VENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Solano, State of California, and agree to comply with all applicable laws and regulations therein. Venue is the County of Solano for litigation purposes.
- 17) **SIGNATURES IN COUNTERPARTS:** This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

SOLANO COUNTY SELPA

CHILD START INC.

Andrew Ownby

Juan Cisneros

Juan Cisneros (Jun 16, 2022 12:53 PDT)

Andrew Ownby, Assistant Superintendent

Juan Cisneros, Executive Director

Date: 06/10/2022

Date: 06-16-2022