

Interagency Agreement For Preschool Activities Including Special Education 2006-2007 School Year

Between

Educational Opportunities for Children and Families
(Hereinafter referred to as EOCF)

and

The (fill in the blank) School District
(Hereinafter referred to as District)

The general purpose of the Agreement is to provide early intervention education and therapy services to disabled students ages three-to-five years as allowed by RCW 28A.310.180, and EOCF Policies and Procedures for the 2006-2007 school year. This agreement will also serve to facilitate collaborative transition services to all preschool children, including those with disabilities.

In consideration of the promises and conditions contained herein, EOCF and the District do mutually agree as follows:

0.0 General Provisions:

- 0.1 All staff for the program identified in Section 2.0 of this agreement shall be employed by and shall be subject to the policies, rules and regulations of the Board of Directors of EOCF.
- 0.2 EOCF and the District agree to work cooperatively to meet the needs of special education eligible preschool students.
- 0.3 Agrees to jointly review and develop on an annual basis an Interagency Agreement to further strengthen the collaboration efforts when EOCF serves children that reside within District boundaries.

1.0 Responsibilities of the District:

- 1.1 Agrees to act as a liaison between EOCF and families when a child is referred to the District for Special Education.
- 1.2 Will work in partnership with parent(s) and EOCF to jointly develop an appropriate IEP for eligible district students.
- 1.3 Agrees to collaborate with EOCF to provide services for children identified with special needs. Those services include: referrals, assessment, participate in staffings, development and revision of IEP's, placement, transition, technical assistance for the regular classroom teacher, and other meetings as appropriate and/or identified on the child's IEP.

- 1.4 Agrees to invite EOCF staff through the Disability Component Office to IEP meetings for children enrolled in EOCF who resides in the District boundaries.
- 1.5 Agrees to collaborate with EOCF staff to provide transition information to all families within the district when available. This may include kindergarten screening opportunities, classroom visitations and kindergarten open house events available to children, parents and EOCF staff. District agrees to act as primary liaison for transition information.
- 1.6 Will share student education information, with parent/guardian consent, necessary to facilitate the delivery of appropriate educational services to students dually participating in district and EOCF programs.
- 1.7 Agrees to make every effort to enroll eligible special education students in the least restrictive environment according to the child's IEP.
- 1.8 Agrees to share assessment results and/or reports of children enrolled in EOCF programs when appropriate to EOCF staff.
- 1.9 Agrees to provide written updated information in response to EOCF's monthly reports to the District, on children who have been referred from EOCF, or children with Individualized Education Plans (IEP) enrolled in EOCF, and who reside within the Districts boundaries.
- 1.10 Agrees to allow EOCF staff to visit their classrooms, by arrangement, to observe children who are enrolled.
- 1.11 Agrees to invite EOCF staff and parents to in-services, workshops, and/or seminars related to Special Education, based on space availability.

2.0 Responsibilities of EOCF:

- 2.1 Agrees to provide comprehensive child find screening to children who reside in the District boundaries and who are enrolled in EOCF programs.
- 2.2 With parental consent, agrees to make every effort to refer children with suspected disabilities to the District in a timely manner. EOCF will provide child find screening information for these referrals.
- 2.3 Agrees to provide an EOCF representative at appropriate District meetings.
- 2.4 Agrees to invite the District staff, when appropriate, to Special Education Multi-Disciplinary Team (MDT) meetings.
- 2.5 Agrees to allow District staff to visit their classrooms to observe children who are dually enrolled.
- 2.6 Agrees to provide monthly reports to the District, during the school year, on children who have been referred from EOCF, or children with Individualized

Education Plans (IEP) enrolled in EOCF and who reside within the Districts boundaries.

- 2.7 Agrees to invite District staff and parents to in-services, workshops, and/or seminars related to Special Education, based on space availability.

3.0 Indemnification

The district agrees to indemnify and hold harmless the harmless EOCF, its officers, agents and employees from any and all claims and losses resulting from the District performance of this agreement, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the District.

The EOCF agrees to indemnify and hold harmless the harmless the District, its officers, agents and employees from any and all claims and losses resulting from the EOCF performance of this agreement, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the EOCF.

4.0 Whole Agreement

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended in writing with the mutual consent of the parties.

5.0 Dispute Resolution

The VSD and EOCF agree to negotiate in good faith to resolve all disputes arising under the articles of this Agreement. If negotiation between these parties fails to resolve any such dispute to the satisfaction of both parties, then the issue shall be resolved through binding arbitration. Both parties shall agree to the selection of the arbitrator. The non-prevailing party shall be responsible for any costs for the services of the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto.

6.0 Waiver and Severability

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any terms or conditions of this Agreement or application thereof to any person or circumstance are held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement that can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

7.0 Effective Date and Duration:

7.1 This Agreement shall commence on latest date in which all of the below parties have been subscribed hereto. This agreement shall terminate one year from the latest date in which all of the below parties subscribed hereto at midnight.

Executive Director of EOCF:	Representative of the District:
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Board Representative of EOCF:	Representative of the District:
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date