

Collaborative Agreement with ALPI Head Start

The Agricultural and Labor Programs, Inc., hereinafter referred to as “**ALPI**”, and the Board of St. Lucie County, hereinafter referred to as the “**BOARD**”, this 13th day of August, 2013, enter into this Collaborative Agreement to provide services to children with disabilities, ages three through five, enrolled in **ALPI Head Start** Centers in St. Lucie County.

Purpose:

WHEREAS, under Part B, The Individuals With Disabilities Act (P.L. 102-119), schools are responsible for providing medical, physical, psychological, social and educational and determining their eligibility for special programs, and

WHEREAS, under the Equal Opportunity Act of 1965 (P.L. 92-424), Head Start programs were mandated to set aside 10% of their enrollment for children with disabilities, and ALPI activity recruits, enrolls and serves children with disabilities, and

WHEREAS, the **BOARD** and **ALPI** both desire to establish and implement education programs for children with disabilities ages three to five; and

WHEREAS, both parties wish to comply with all established laws, rules and regulations for such special education programs;

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

Responsibilities:

1. The **BOARD** agrees to provide the following:
 - A. Accept referrals of children served by **ALPI** for evaluation, eligibility, and recommendation for placement by **BOARD** staff, according to the Special Program and Procedures of the Exceptional Student Education Department.
 - B. Provide multidisciplinary evaluation by licensed personnel to evaluate those children suspected of having disabilities, with (60) working days of referral by **ALPI**. If a comprehensive multidisciplinary evaluation cannot be scheduled within the established time frame, **ALPI** will be notified not later than (30) days after referral so that alternative arrangements can be made for evaluation.
 - C. Provide the use of valid test and evaluation materials, administered and interpreted by trained personnel, in conformance with established instructions. For children not proficient in English language, the evaluation procedures shall provide for use of language or other mode of communication commonly used by the child.

- D. The FDLRS (Galaxy) Child Find will assist with training and the administration of hearing and vision screening to all appropriate students.
- E. Provide prior written notice of all meetings (staffings, evaluations). Provide multidisciplinary staffing committee, including ALPI staff, to review diagnostic, evaluation, educational, special data, and determine eligibility/ineligibility of those children for special programs. If eligibility is established, an Individual Education Plan will be developed by the committee and the Parents with (30) days of that eligibility determination. The IEP committee will determine the initiation of identified services.
- F. Provide special education to include speech and language, physical and occupational therapy enrichment activities in the classroom setting fostering the principle of inclusion based upon the child's Individual Education Plan.
- G. Place preschool children with disabilities in the least restrictive environment with opportunity to interact with non-disabled peers to maximum extent possible. Provide appropriate services to identified students, based on the students' Individual Education Plan.
- H. Will provide copies of evaluation report, with parental release, regardless of enrollees' eligibility for exceptional student education services.
- I. Refer preschool children with disabilities to ALPI as a placement option.
- J. Arrange and make provision for transportation, in accordance with established **BOARD** guidelines, for those eligible children who receive Exceptional Student Services in settings other than **ALPI** centers.
- K. Provide assistance in ensuring the timely and appropriate transition of children enrolled in the ALPI program to a **BOARD** approved school program, when applicable.
- L. Provide ALPI documentation of progress every 4.5 weeks for each child enrolled in Head Start that is receiving services.
- M. Provide ALPI teachers with suggested activities based upon the child's Individual Education Plan (IEP). The activities will be incorporated into daily lesson planning and home activities.
- N. Provide ALPI teachers with suggested activities to improve student performance based upon the child's Individual Education Plan (IEP).

2. **ALPI** agrees to provide the following:

- A. Recruit, enroll and serve eligible children ages 3-5. No less than 10% of the total number of enrollment opportunities in the Head Start Program shall be available for children with disabilities.
- B. Provide appropriate special furniture, equipment, and materials for children with special needs (as needed).
- C. Provide an appropriate classroom facility and educational environment (LRE – Least Restrictive Environment).
- D. Complete developmental screenings on all children, within 45 days of enrollment in the ALPI program, as required in the Head Start Performance Standards
- E. Provide qualified mental health consultants to observe children in a classroom setting as a part of the mental health screening process.
- F. Assist parents of an enrolled child in identifying a need to be referred for an evaluation based upon staff/consultant observations and screenings
- G. Inform and train parents on age appropriate development and disabilities services.
- H. Provide a completed comprehensive referral packet for all children referred.
- I. Provide **BOARD** with appropriate personnel including interpreters, to create an effective Evaluation and Multidisciplinary staffing committee.
- J. Provide appropriate training of **ALPI** staff and parents regarding Head Start and Children with disabilities.
- K. Make referrals to the **BOARD** on any child suspected of having disabilities with seven (7) days of parental permission.
- L. Participate in Child Find activities to assist in recruiting children with disabilities.
- M. Maintain General Liability insurance in the amount of \$1,000,000.
- N. Arrange for appropriate Head Start staff to attend staffing meetings upon notification request from the Board staffing committee chairperson.
- O. Develop a written transition plan for children being transitioned from Part B Program to Head Start and Head Start into public school.
- P. When possible, assist Head Start parents with transportation to evaluations and staffing meetings if requested.

3. **Both parties agree:**

- A. To coordinate paperwork and parental consent to assure ongoing communication.
- B. To involve family in all aspects of implementing the educational program for disabled children and to comply with all federal, State, and District laws, rules and regulations.
- C. Both parties agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability.
- D. In the event that any part, term, or provision of this agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with Federal, State or local laws, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the party shall be construed and enforced as if this agreement did not contain a particular part, term, or provision held to be so valid.
- E. This agreement may be amended or modified only in writing and executed by both parties. This agreement may be terminated by either party upon written notice within thirty (30) days. If either party terminates for convenience herein, it shall not be liable for breach of contract, lost profits, or such damages whether consequential or inconsequential.
- F. To review and/or update collaboration agreement annually.
- G. Provide parents with all information on their rights according to Individuals with Disabilities Act (IDEA).
- H. Keep all information given and received as confidential.
- I. Each party agrees to indemnify and save the other harmless (to the extent of the limitations set forth in 768.28 Florida Statutes, with respect to indemnity by the **BOARD** from and against any and all claims, suits, damages, liabilities, or causes of action arising out of, related to, or in connection with the negligent performance or non-performance of any provision of this agreement required of the indemnifying party, including personal injury, loss of life, or damage to property, and from or against any order, judgment, or decree that may be entered on this Agreement, and from and against all costs, attorney's fees, expenses, and suits incurred in and about the defense of any such claim and the investigation thereof, provided, however, that nothing in the agreement shall be deemed to indemnify a party for any liability or arising out of the negligence, performance, or failure of performance of such party or as a result of the negligence of any unrelated third party.

This agreement is in effect from July 1, 2013 to June 30, 2014.

IN WITNESS WHEREOF, this agreement has **been** executed on the date and year first above written and shall cover the **ALPI** school year schedule commencing.

THE SCHOOL BOARD OF ST. LUCIE COUNTY

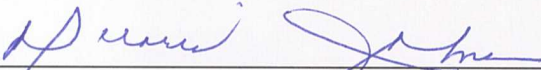
School Board Superintendent

Date

Debbie Hawley, School Board Chairperson

Date

AGRICULTURAL AND LABOR PROGRAM, INC.




Deloris Johnson, Chief Executive Officer

6/24/2013
Date



Elizabeth Young, Deputy Director

6/24/2013
Date



Myrna Rodriguez, Program Operations Director

6/24/2013
Date