

Interagency Transition Agreement

Between

**The School Board of Palm Beach County, Florida
And**

**The Center for Child Development, Inc.
(Early Steps Program)**

This Interagency Transition Agreement ("Agreement") is made and entered into by and between The School Board of Palm Beach County, Florida, hereinafter referred to as "the Board," and the Center for Child Development, Inc. (Early Steps Program), hereinafter referred to as "ES".

WITNESSETH

WHEREAS, the parties hereto desire to enter into an Interagency Transition Agreement to cooperate on issues relative to the transition of children eligible under the Individuals with Disabilities Education Act (IDEA) from Part C (birth to three years of age) to Part B (ages 3 to 22 years of age).

NOW THEREFORE, in consideration of the mutual promises herein made, it is agreed between the parties hereto as follows:

1. The Board and ES will define a collaborative process for the transition of services provided to children eligible under Part C of IDEA to appropriate services for three year old children, which may include Part B of IDEA. Such services may be provided by the Board and/or other community organizations. Families are an integral part of the transition process.
2. ES will evaluate referred children for Part C eligibility only. With parental consent, Part C eligible children will be referred to Child Find for follow-up evaluation prior to his or her third birthday.
3. The Palm Beach County School District Area Prekindergarten Diagnostic Team ("Team") will conduct diagnostic evaluations required for children to be considered for eligibility for Part B of IDEA. The Team shall review evaluation reports from ES, when available, during the Team's determination of eligibility/ineligibility. When the Team cannot complete the necessary evaluations prior to the child's third birthday, a Temporary Placement option may be considered in order to ensure uninterrupted intervention services.

FURTHER, ES agrees to:

1. Initiate, at 28 months of age, with parental consent, the process to determine potential eligibility for Part B services. The ES Family Service Coordinator (FSC) shall refer Part C eligible children to Child Find. At the time of referral the following information shall be provided:

Current Early Steps Program "Referral to Child Find" form;
Parent permission for release of Part C records to the Board;

Copy of the current Individual Family Support Plan (IFSP);
Most recent ES evaluations;
Relevant medical information and history;
Documentation of the dates and results of sensory screenings and/or evaluations when available; and
If the child is from a bilingual home, indication of dominant language.

2. Refer to Child Find, as soon as parental consent is given, children who are referred to ES after 28 months of age.
3. Establish contact, when the child is 28 months of age, between the ES FSC and the Palm Beach County School District's Prek Area Case Manager ("Case Manager") to schedule the transition meeting with the ES FSC, the Case Manager and the family. This meeting must occur, to the maximum extent possible, no later than 90 days prior to the child's third birthday.
4. Review, at the scheduled meeting, the Part C to Part B transition process with the family and document the steps for transition on the transition page of the IFSP. The FSC will provide the family and the Case Manager with a copy of the transition page and signature page of the IFSP.
5. Provide notification to the Board of all Part C eligible children who will turn 3 within the next six months. ES will submit to the Board semi-annually a report of the number and locations by zip code of all current Part C eligible children who will attain the 3rd birthday within the following six months.

FURTHER, the Board agrees to:

1. Review referrals received from ES, enter child information into the CHRIS data management system for Child Find and forward the referral to the appropriate Team. Child Find will provide the FSC with the name of the Case Manager.
2. Attend the scheduled transition meeting that shall include the family, the ES FSC and the Case Manager. This meeting shall be scheduled by ES to occur when the child is no older than 33 months of age. The Case Manager will provide an introduction to Part B of IDEA services and answer questions from families. Following the transition meeting, with parent/family consent, the School District intake process may be completed. This will include explanation of Procedural Safeguards and Parental Rights for Part B of IDEA, obtaining parent consent for Individual Evaluation, completion of a measure of adaptive behavior, completion of a social/developmental history, and sensory screenings if not previously completed. If the family chooses to schedule another meeting to complete the School District intake process, the Case Manager will schedule the intake meeting. The ES FSC shall be advised of the date of the intake meeting.
3. Schedule the eligibility/ineligibility meeting when the child is between 35 and 36 months of age. Participants on the IEP Team include, at a minimum, the child's parent(s), legal guardian(s), or surrogate parent; members of the Team; and the ES FSC or Case Manager. Results of out of system reviews from submitted evaluations will be presented. Results of evaluations completed by the Team will be interpreted. Eligibility/ineligibility recommendations will be made by the IEP Team based on

evaluation results. If the child is not eligible for Part B of IDEA, other options for preschool services will be discussed. If the child is found to be eligible for Part B of IDEA services, an Individual Educational Plan (IEP) will be developed by the IEP Team. The recommendation for service delivery and service site is based on the individual needs identified in the IEP. If parent(s)/guardian(s) choose to have their child participate in an intervention program provided through the School District, they should sign the initial consent for placement. The transition page of the IFSP is completed, signed by the members of the IEP Team and distributed to participants. It is the responsibility of the Area staff to arrange transportation for the child as appropriate. The child may enter the intervention program on the third birthday. It is the responsibility of the parent/guardian to complete the registration process at the school or intervention site and to provide the necessary medical forms, documentation of birth, and proof of Palm Beach County residency.

FURTHER, BOTH PARTIES agree that:

1. The transition process meets requirements of IDEA for children who are Part C eligible and who reach the third birthday.
2. There is no exchange of funds in the transition process. Each party provides the staff required to complete the process.
3. This Agreement shall be amended or modified only in writing and executed by both parties. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
4. This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Palm Beach County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

Both parties agree to the following:

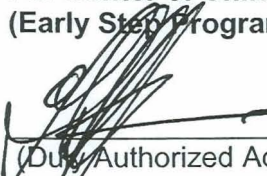
***No fees or payments due by either party**

The Agency shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Agency, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the work; or violation of law, statute, ordinance governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Agency or other party performing the work. The indemnification obligation hereunder shall not be limited to any limitation in the amount, type of damages, compensation of benefits payable by or for the Agency under workers' compensation acts; disability acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees incurred by the Board to enforce this Agreement shall be borne by the Agency. The Agency recognizes the broad nature of this indemnification

and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement shall cover the time period July 1, 2007 through June 30, 2010.

**For Center of Child Development, Inc.
(Early Step Program)**



(Duty Authorized Administrator)

4/3/07

Date

**For the School Board of
Palm Beach County, Florida**

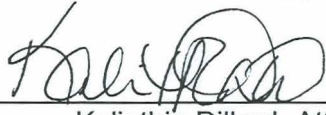
Bill Graham, Chairman

Arthur C. Johnson, Ph.D., Superintendent

Date

**REVIEWED AND APPROVED AS TO
LEGAL FORM AND SUFFICIENCY**

BY ATTORNEY

 3/28/07

Kalinthia Dillard, Attorney