



**East Central Indiana First Steps Council
New Castle Special Services
Transition Memorandum of Agreement**

This Memorandum of Agreement is made and entered into upon this 1st day of June 2009, and shall remain in effect until the 1st day of June 2010, by and between East Central Indiana First Steps (hereafter First Steps) and New Castle Special Services (hereafter NCSS), serving the following school corporations, Charles A. Beard, New Castle Community, South Henry, Shenandoah, Union School Corp. and Nettle Creek (Hagerstown), for the purpose of ensuring uninterrupted transition for children progressing from First Steps Early Intervention Services to Early Childhood Special Education Services.

Whereas, the First Steps Early Intervention System is a State initiative within the Family and Social Services Administration Bureau of Child Development, to develop community-based systems for coordinated comprehensive services for infants and toddlers, with special needs and their families, pursuant to Part C of the Individuals with Disabilities Education Act.

Whereas, NCSS is organized and existing under the laws of the state of Indiana, which provides early childhood special education for children with disabilities, ages three (3) through five (5), pursuant to Part B of the Individuals with Disabilities Education Act.

Whereas, this agreement supports a comprehensive service delivery system for children with special needs, birth through five (5), and serves to operationalize transition procedures for children moving from Part C to Part B.

Now therefore, it is agreed by and between the parties as follows:

I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY THE FIRST STEPS PROVIDER.

- A. The First Steps Service/Intake Coordinator is responsible for the development and implementation of the transition plan process which must include discussions with, training of, and instructions for parents regarding due process rights, future service options, and other matters related to the child's transition within or from the early intervention system.

Twice each year (April and October) the First Steps Service Coordinator Supervisor will transmit to ACS the following information to the Preschool Coordinator:

1. Child's Name
 2. Parent's Name
 3. Family's address and telephone number
- B. Prior to thirty (30) months of age, or as soon as possible if the child is enrolled after the age of thirty (30) months, with parental consent, the child's First Steps Service/Intake Coordinator will transmit to NCSS the following information
1. Child's Name
 2. Child's Date of birth
 3. Child's Diagnosis/Area of Concern

If parental consent is **not** given then the child's current services, year of birth, zip code, and diagnosis/area of concern (as outlined in the 30 month notice) is to be transmitted.

- C. At least 90 but not more than 270 days prior to the child's third birthday, or as soon as possible if the child is enrolled after the age of thirty (30) months, the First Steps Service/Intake Coordinator will convene a transition meeting between the First Steps Service/Intake Coordinator, the family (legal guardian), current service providers, and with parent permission, the local education agency, potential service providers, and any other parties the family wishes to invite. In the event that the family **does not** wish to include any of the above parties in this meeting the First Steps Service/Intake Coordinator will document this in the meeting minutes.
- D. The Service/Intake Coordinator will obtain the appropriate release of information form(s) prior to inviting any non First Steps providers to the transition meeting for exchanging and sharing information regarding this child.
- E. The First Steps Service Coordinator will ensure that the most recent IFSP, provider reports, and any other information determined to be relevant are sent with parental consent to NCSS when the child is thirty-three (33) months of age.
- F. The First Steps Representatives will participate, as appropriate, in Case Conferences for children entering early childhood special education services.
- G. First Steps representatives will work collaboratively with NCSS to implement transition activities which reflect the family's wants and needs and ensures a smooth transition from early intervention services to early childhood special education services.

II. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY A REPRESENTATIVE FROM NCSS

- A. NCSS will accept and maintain information on children receiving First Steps Services beginning with the information transmitted by First Steps Staff twice per year regarding eighteen (18) month children and on an ongoing basis regarding thirty (30) month birthdays.
- B. NCSS will attend all transition meetings (at the families request) scheduled by the First Steps Service Coordinator (which will be held at a time and location that reflects the families choices and child's needs) at least 90 but not more than 270 days prior to the child's third birthday. At this meeting the representative from NCSS will explain how Part B services work/differ from Part C and what steps families need to take to continue with Part B options.
- C. NCSS will determine eligibility for each child referred by the transition team (with parental consent) and ensure that any child whose birthday occurs during the summer months will have eligibility determined prior to their third birthday
- D. NCSS will convene a Case Conference, inviting First Steps providers to review eligibility for Part B services, and if eligible, develop an Individual Education Plan (IEP) for the child. The case conference will be held in a timely fashion so as to allow the IEP for eligible children to be in place by their third birthday. For those children with summer birthdays, the case conference will be convened prior to their third birthday in order to plan for the child's needs and assure appropriate services when the child turns three.
- E. NCSS will work collaboratively with First Steps to implement transition activities which ensure a smooth transition from early intervention services to early childhood special education.

III. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY THE FIRST STEPS CLUSTER COUNCIL:


- A. The Cluster Council will ensure that there is a Transition Task Force in place to annually review (and revise when needed) this agreement and to monitor the effectiveness of the agreement and satisfaction of the parties involved.
- B. The Transition Task Force will ensure that MOA partners are surveyed annually to gauge satisfaction and effectiveness of the agreements.
- C. The Transition Task Force will ensure that copies of the agreement are sent to all partners, Service Coordinators, and other entities as deemed appropriate along with our Transition Resource guide. This information will also be posted on the Cluster website.

IV. INTERAGENCY DISPUTE PROCESS:

Disputes regarding activities included in this agreement shall be handled in the following manner:

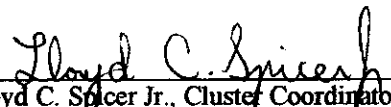
- 1. Disputes against the First Steps program or its representatives shall be handled in accordance with the Cluster Conflict Resolution Policy (enclosed).
- 2. Disputes against LEA's or their representatives shall be handled in accordance with Article 7 Rule 30 Due Process Procedures (enclosed)
- 3. Disputes between First Steps (or their representatives) and LEA's (or their representatives) shall be forwarded to the State for resolution.

This agreement will remain in force for a period of one (1) calendar year or until such a time as one of the parties notifies the other in writing of its termination. This agreement will be reviewed annually by the Transition Task Force to ensure that provisions are up-to-date with the current laws and practices of the parties. Changes to this agreement will be considered at any time during the life of the agreement.



 New Castle School Corporation Representative

3-24-04
 Date



 Lloyd C. Spicer Jr., Cluster Coordinator

3/2/09
 Date



 Joy Koch, East Central First Steps Cluster Council Chair

3/10/09
 Date