Arizona Transition Intergovernmental Agreement

Between Arizona Department of Education and the Arizona Department of Economic Security

September 1, 2004

This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S). §11-952 *et seq.* between the Arizona Department of Education (ADE), a State Agency of the State of Arizona, and the Arizona Department of Economic Security (DES), a State Agency of the State of Arizona.

The ADE and the DES agree to the following terms:

1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. §8-652 and the DES is authorized to enter into this IGA by virtue of A.R.S. §§8-652 and 41-1954(A). DES is further complying with 34 C.F.R. §303.148, which requires an interagency agreement when the State Educational Agency is not the Lead Agency for the State's early intervention program.

2.0 This Agreement shall become effective on September 1, 2004 and shall remain in effect through June 30, 2007. Until the effective date of this Agreement, the previous IGA between ADE and DES relating to transition services remains in effect. The Agreement may be extended for two additional years with the written consent of both parties. As required by law and specified in Section 7.0, Oversight Responsibility, DES is to oversee the execution of this IGA by Arizona Early Intervention Program (AzEIP) service providing agencies and ADE is to oversee the execution of this IGA by Public Education Agencies (PEAs). This IGA does not alter or diminish either the ADE's or DES' responsibilities to ensure compliance with transition or other legal requirements. In the event that either party fails to meet the obligations set forth in this IGA, the parties shall resolve issues of noncompliance as set forth in Section 7.3 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least one month prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 11.0 herein.

3.0 Purposes of this Agreement:

3.1 To delineate the procedures for the transition of children with disabilities from the Arizona Early Intervention Program (AzEIP) into the ADE/Public Education Agency (PEA) system as authorized in 34 C.F.R. §303.148 and A.A.C. R7-2-401(J).

3.2 To ensure families' rights to services for which they are eligible, to delineate responsibilities of and coordination and communication among ADE, DES, AzEIP service providing agencies, PEAs, and early intervention providers in implementing transition requirements, and to establish uniformity statewide that will provide a coordinated and seamless system for serving children ages birth through five with developmental delays or disabilities according to the IDEA, Parts B and C (20 U.S.C. §1412 *et seq.*, 34 C.F.R. §300 *et seq.* and 20 U.S.C. §1431 *et seq.*, 34 C.F.R. §303 *et seq.*) and A.A.C. R7-2-401(J).

3.3 To encourage cooperation and communication between ADE, DES, AzEIP participating agencies, PEAs, early intervention providers and families to assure the provision of a Free Appropriate Public Education (FAPE) by a child's third birthday, as authorized in 20 U.S.C. §1412(a)(9) and 34 C.F.R. §300.121(c).

4.0 Definitions

4.1 Arizona Early Intervention Program (AzEIP) is the comprehensive, coordinated system of early intervention services authorized in A.R.S. §8-652 and implemented through the collaborative activities of five AzEIP participating agencies and their contractors. The five participating state agencies identified in A.R.S. §8-652 are: Arizona Department of Economic Security, Arizona State Schools for the Deaf and the Blind, Arizona Department of Health Services, the Arizona Health Care Cost Containment System, and the Arizona Department of Education. AzEIP is the total effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, and their families.

4.2 AzEIP Service Coordinator: The individual responsible for the coordination of services for a child in the Early Intervention Program. An AzEIP Service Coordinator may be employed by, or contracted with, any of the AzEIP service providing agencies and may also be called a Support Coordinator.

4.3 AzEIP Service Providing Agencies are those state agencies in A.R.S. §8-652 which are responsible for providing early intervention services under IDEA, Part C: Arizona Department of Economic Security, Arizona State Schools for the Deaf and the Blind and Arizona Department of Health Services.

4.4 Comprehensive Developmental Assessment (CDA): A criterion-referenced or norm-referenced instrument, which assesses the areas required by law for preschool children with disabilities: cognitive development, physical development (including vision and hearing screening), communication development, social and emotional development, and adaptive development for the purposes of determining areas of suspected disability and providing information regarding appropriate programmatic goals and objectives. The CDA may be one instrument that assesses all 5 developmental domains or a combination of instruments that assesses each developmental domain. The CDA should include information from existing sources such as an early intervention program, health professionals, other providers, and parents. Screening instruments do not fulfill the requirements of the CDA.

4.5 Department of Economic Security (DES) is the state agency designated in A.R.S. §8-652 as the lead agency for implementing Part C of the Individuals with Disabilities Education Act (IDEA) pursuant to 20 U.S.C. §1435(a)(10).

4.6 Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES responsible for fulfilling all lead agency responsibilities, as described in Part C of IDEA, for early intervention services for children birth through two years old and their families.

4.7 District of Residence is the elementary district (K-8th grades) or unified district (K-12th grades) in which the parent of the child resides. For purposes of this Section 4.7, parent is defined in accordance with Section 4.15(1)-(3) of this Agreement.

4.8 Evaluation means procedures used in accordance with the IDEA to determine whether a child has a disability and the nature and extent of the special education

and related services that the child needs. This evaluation includes: (a) a review of existing information about the child; (b) a decision regarding the need for additional information; (c) if necessary, the collection of additional information; and (d) a review of all information about the child and a determination of eligibility for special education services and needs of the child. A.A.C. R7-2-401 (B)(12).

4.9 Extended School Year (ESY) Services means additional special education and related services for students with disabilities to supplement the normal school year, for the purpose of preventing loss of a free appropriate public education (FAPE), and loss of meaningful educational benefit gained from the previous year(s) as defined in A.R.S. §15-881 and A.A.C. R7-2-408. ESY services, which meet the standard of ADE, are provided to a Part B eligible child with a disability beyond the normal school year of the public education agency, in accordance with the child's IEP, at no cost to the parents of the child. Eligibility for ESY services shall be determined by the Individualized Education Program (IEP) team based on the standards indicated in A.R.S. §15-881 and A.A.C. R7-2-408. Eligibility for ESY services shall be based on a multifaceted inquiry, using both retrospective and predictive data. Eligibility for participation shall not be based on need or desire for any of the following: (1) a day care or respite care service for students with a disability; (2) a program to maximize the academic potential of a student with a disability; or (3) a summer recreation program for students with a disability. The availability of extended school year services is required for all students for whom the IEP team has determined that it is necessary in order to ensure FAPE.

4.10 Free Appropriate Public Education (FAPE) means special education and related services that meet state standards and are provided based upon an IEP. These services are provided at public expense under public supervision and direction, without charge to the parents and must be provided in the least restrictive environment (LRE). 34 C.F.R. §§ 300.13 and 300.550.

4.11 Individualized Education Program (IEP) means a written statement, developed, reviewed, or revised in accordance with applicable federal and state laws for providing special education services to each eligible child with a disability that includes a statement of: a) the child's present levels of educational performance, including how the disability affects the child's participation in appropriate activities; b) measurable annual goals, including short term objectives or benchmarks for evaluating progress towards those goals; c) a statement of the special educational and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modification or supports for school personnel that will be provided for the child to advance appropriately toward attaining the annual goals and to be involved and progress in the general curriculum; d) an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in activities; e) a statement regarding participation in state and district-wide assessments consistent with A.A.C. R7-2-401(F)(5); f) the projected dates, duration and location for service; and (g) a statement of how the parents will be informed of their child's progress. 20 U.S.C. 1401(11); 34 C.F.R. §§300.340 – 300.552; A.R.S. §15-761, *et seq.;* A.A.C. R7-2-401.

4.12 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the parent (as defined in Section 4.15), which includes statements of: a) the child's present levels of development; b) with the concurrence of the family, the family's priorities, resources and concerns related to enhancing the development of the child; c) the major outcomes expected; d) the specific early intervention services necessary, and the method and environments of service provision; e) the projected dates of service; f) the name of the Service Coordinator; and g) the transition plan.

4.13 Multidisciplinary as defined in 34 C.F.R. §303.17 means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including evaluation and assessment activities in 34 C.F.R. §303.322 and development of the IFSP in 34 C.F.R. §303.342.

4.14 Multidisciplinary Evaluation Team means, in accordance with A.R.S. §15-761(16), a team of persons including individuals described as the Individualized Education Program (IEP) team and other qualified professionals who shall determine whether a child is eligible for special education. The IEP team includes:

(1) The parent(s) of the child;

(2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);

(3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;

(4) A representative of the public agency who-

(i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;

(ii) Is knowledgeable about the general curriculum; and

(iii) Is knowledgeable about the availability of resources of the public agency;

(5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of 34 C.F.R. §300.344; and

(6) At the discretion of the parent or PEA, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate.

4.15 Parent means (1) a natural or adoptive parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.

4.16 Parental Consent is informed consent provided by a parent as defined in Section 4.15 and as appropriate under law.

4.17 Part B Eligibility Criteria for Preschool Special Education Services in accordance with A.R.S. §15-761, *et. seq.*:

Hearing Impairment means a loss of hearing acuity, as determined by evaluation pursuant to section A.R.S. §15-766, which interferes with the child's

performance in the educational environment and requires the provision of special education and related services.

Preschool Moderate Delay means performance by a preschool child on a norm-referenced test that measures at least one and one-half, but not more than three, standard deviations below the mean for children of the same chronological age in two or more of the following areas:

(a) Cognitive development.
(b) Physical development.
(c) Communication development.
(d) Social or emotional development.
(e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment-based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

Preschool Severe Delay means performance by a preschool child on a norm-referenced test that measures more than three standard deviations below the mean for children of the same chronological age in one or more of the following areas:

(a) Cognitive development.
(b) Physical development.
(c) Communication development.
(d) Social or emotional development.
(e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment-based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

Preschool Speech/Language Delay means performance by a preschool child on a norm-referenced language test that measures at least one and one-half standard deviations below the mean for children of the same chronological age or whose speech, out of context, is unintelligible to a listener who is unfamiliar with the child. Eligibility under this paragraph is appropriate only if a comprehensive developmental assessment or norm-referenced assessment and parental input indicate that the child is not eligible for services under another preschool category. The evaluation team shall determine eligibility based on a preponderance of the information presented.

Visual Impairment means a loss in visual acuity or a loss of visual field as determined by evaluation pursuant to A.R.S. §15-766, that interferes with the child's performance in the educational environment and that requires the provision of special education and related services.

4.18 Part C Eligibility Criteria for Early Intervention Services: The State of Arizona in A.R.S. §8-651 defines as eligible a child between birth and 36 months of age,

who is developmentally delayed or who has an established condition that has a high probability of resulting in a developmental delay.

A child from birth to 36 months of age will be considered to exhibit developmental delay when that child has not reached 50 percent of the developmental milestones expected at his/her chronological age, in one or more of the following domains: (1) physical: fine and/or gross motor and sensory (includes vision and hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help). Established conditions that have a high probability of developmental delay include, but are not limited to: chromosomal abnormalities; metabolic disorders; hydrocephalus; neural tube defects (*e.g.*, spinal bifida); intraventricular hemorrhage, grade 3 or 4; periventricular leukomalacia; cerebral palsy; significant auditory impairment; significant visual impairment; failure to thrive; and severe attachment disorders. The state's definition of "eligible child" does not include children who are at risk of having substantial delays if early intervention services are not provided.

4.19 Public Education Agency means a school district, charter school, accommodation school, state supported institution or other political subdivision of the state that is responsible for providing education to children with disabilities.

4.20 Required Conferences

a. Transition Planning Conference: A planning meeting to occur between the time the child is two years six months and two years nine months to: a) review the program options available on the child's third birthday; b) establish tentative timelines and activities for the child's transition into the PEA, if eligible; c) establish a plan for parental visitation to the educational programs available; d) review existing data, including vision and hearing screening information; and e) plan for the collection of additional information, including evaluation and procedures to assist in determining eligibility for Part B and appropriate IEP services, including ESY. The Transition Planning Team consists, at a minimum, of the child's parent(s), AzEIP Service Coordinator, a provider from the family's IFSP team, and a PEA representative.

b. Preschool Eligibility Conference/Multidisciplinary Evaluation Team Conference: A meeting to occur no later than the month prior to the child's third birthday to determine if the child is eligible and/or continues to be eligible for special education. Required participants are the individuals described in Section 4.14, including the AzEIP Service Coordinator and a provider from the family's IFSP team as individuals with knowledge or special expertise regarding the child in accordance with 34 C.F.R. §300.344(a)(6). This conference can be held at the same time as the IEP Conference.

c. IEP Conference: A meeting to occur no later than the month prior to the eligible child's third birthday to determine appropriate programming. Required participants are the individuals described in Section 4.14, including the AzEIP Service Coordinator and a provider from the family's IFSP team as individuals with knowledge or special expertise regarding the child in accordance with 34 C.F.R. §300.344(a)(6).

5.0 Transition Timeline

The provision of FAPE is required no later than the eligible child's third birthday. The child is no longer enrolled in and eligible for early intervention services after the child's third birthday. For those children who turn three toward the end of the school year and who are not ESY eligible, AzEIP and/or AzEIP service providing agencies and the PEA will identify other resources in the community to assist the child and family.

6.0 Agency Responsibilities

6.1 Notification by AzEIP

6.1.1 The AzEIP Service Coordinator, or a representative of the AzEIP service providing agency providing service coordination, is responsible for notifying the PEA and DES/AzEIP by February 1 of each school year, of children who will be transitioning in the upcoming 16-month period (February through May of the following year), by preparing a list of children, which will contain only directory information consistent with the Family Educational Rights and Privacy Act (FERPA) regulations found at 34 C.F.R. §§99.31 and 99.37. Directory information consists of the child's name, address, telephone number, and date of birth. On September 15 of each school year, the AzEIP Service Coordinator, or a representative of the AzEIP service providing agency providing service coordination, will provide an updated list of children transitioning between September and May of that school year. Directory information may be provided by AzEIP to the PEA without parental consent in fulfillment of Federal Child Find requirements; however, all other family and child information may only be shared with parental consent or in compliance with FERPA.

6.2 Transition Planning Conference

6.2.1 The AzEIP Service Coordinator is responsible for:

6.2.1.1 Arranging for the Transition Planning Conference to be held between the time the child is two years six months and two years nine months of age. The conference should be coordinated with the PEA's policy on age of admission (*i.e.*, 2.9 or 3.0 years). The conference shall be scheduled a minimum of two weeks in advance of the conference and at a mutually agreeable time for all members of the Transition Planning Team. Using the appropriate Arizona Transition Planning Form, the AzEIP Service Coordinator shall document in writing to the family and the PEA representative, the date of the Transition Planning Conference as well as Transition Planning Team members requested to attend the meeting in accordance with 34 C.F.R. §303.343.

6.2.1.2 Having the following components completed or updated within the six month period prior to the conference and available to the PEA at the time of the Transition Planning Conference:

6.2.1.2.1 Developmental and medical history, if available; and

6.2.1.2.2 A comprehensive developmental assessment as defined in Section 4.4 of this Agreement.

6.2.1.3 Obtaining parental consent to share information with the PEA, and providing the results of the comprehensive developmental assessment, and developmental and medical history identified in this Agreement, and a copy of the child's current IFSP to the PEA at the Transition Planning Conference.

6.2.1.4 Reviewing existing vision and hearing screening data to determine whether they meet the standards of the ADHS guidelines of A.A.C. R9-13-102. If not, collaborate with the family and the PEA to identify resources for hearing and vision screening and ensure completion of the screening.

6.2.1.5 Completing the second part of the Arizona Transition Planning Form summarizing the transition plan developed during the transition conference.

6.2.2 A provider from the family's IFSP team is responsible for providing verbal and written information regarding the child's development status, current IFSP and progress within that IFSP, to all Transition Team members.

6.2.3 The representative from the PEA is responsible for:

6.2.3.1 Distributing to all PEA members of the Transition Planning Team, the transition planning conference information documented by DES/AzEIP on the appropriate statewide Arizona Transition Planning Form.

6.2.3.2 Providing information to the parent(s) about all available educational programs for preschool children, including those programs for children with and without disabilities.

6.2.3.3 Providing information to the parent(s) about the eligibility criteria for preschool special education services, including evaluation procedures and special education eligibility areas.

6.2.3.4 Providing the parent(s) with an explanation of the requirements of a free appropriate public education (FAPE).

6.2.3.5 Providing the parent(s) a copy of the procedural safeguards afforded the child and family as required in Part B of the IDEA.

6.2.3.6 Working with the parent(s) to plan for visitations to potential preschool placement options and to establish tentative timelines for completing the eligibility determination and transition into the PEA.

6.2.3.7 Explaining the purpose of Extended School Year (ESY) services and the documentation needed to support the IEP team in determining eligibility for extended school year services.

6.2.3.8 Reviewing existing vision and hearing screening data to determine whether they meet the standards of A.A.C. R9-13-102, R9-13-103 and R9-13-104. If not, collaborate with the family and AzEIP Service Coordinator to identify resources

for hearing and vision screening and ensure completion of the screening.

6.2.3.9 Reviewing existing information to determine if further evaluation is necessary to determine eligibility.

6.3 Evaluation for Preschool Eligibility

6.3.1 The PEA is responsible for:

6.3.1.1 Coordinating the review of existing information from AzEIP, the parent(s) and other available sources to determine if additional information is needed to determine eligibility.

6.3.1.2 If necessary, obtaining parental consent to conduct further evaluation to determine eligibility for preschool special education services. If the PEA determines that further evaluation is necessary, the PEA shall complete the eligibility determination within sixty days of written parental consent to evaluate, not to extend beyond the child's third birthday.

6.3.1.3 Collecting of any additional information, including administering norm-referenced instruments if necessary required for the eligibility determination.

6.4 Preschool Eligibility Conference/Multidisciplinary Evaluation Team Conference

6.4.1 The PEA is responsible for:

6.4.1.1 Convening the Multidisciplinary Evaluation Team, this includes the parent(s), to make a determination of eligibility for preschool special education and related services based on all information.

6.4.1.2 Explaining the results of the evaluation to the parent(s) and the child's AzEIP Service Coordinator and providing prior written notice and procedural safeguards.

6.4.2 The AzEIP Service Coordinator is responsible for:

6.4.2.1 Attending the Preschool Eligibility Conference/Multi-disciplinary Evaluation Team Conference and providing information to assist with determining eligibility for preschool special education and related services.

6.4.2.2 Assisting the parent(s) in identifying support through community agencies and resources, if the child is not eligible for special education services.

6.5 IEP Conference. If a child is determined to be eligible for Preschool Special Education Services in accordance with Part B of IDEA and Arizona law, the PEA must hold an IEP conference within 30 days of the eligibility determination. With parental agreement, the IEP Conference may be held at the same time as the Preschool Eligibility/Multidisciplinary Evaluation Team Conference described above.

6.5.1 The PEA is responsible for:

6.5.1.1 Convening an IEP meeting, this includes the parent(s), to occur prior to the child's third birthday, in order to develop an IEP that ensures FAPE by the child's third birthday.

6.5.1.2 Providing FAPE to the child by the child's third birthday.

6.5.2 The AzEIP Service Coordinator is responsible for:

6.5.2.1 Attending the IEP conference and providing information to assist the IEP Team in developing the IEP including consideration of the need for ESY services.

7.0 Oversight Responsibility

7.1 DES/AzEIP oversees the AzEIP service providing state agencies and the network of early intervention service providers to ensure adherence to the requirements of IDEA, Part C, and AzEIP policies and procedures, including the provisions in this Agreement.

7.2 ADE is responsible for oversight of all public education agencies' compliance with Part B of IDEA and the terms of this Agreement as to transition and FAPE. This includes, but is not limited to, conducting compliance monitoring regarding the IDEA and its implementing regulations, to ensure PEA adherence to ADE policies and procedures, as well as the provisions herein.

7.3 Dispute Resolution

(A) If a parent, PEA, AzEIP Service Coordinator or other interested individual believes that a PEA or an AzEIP Service Coordinator/AzEIP Contractor is not fulfilling its obligations under this Agreement or applicable law concerning transition services for children with disabilities, that individual may take one or both of the following steps:

(1) Seek technical assistance from AzEIP or ADE. It is recommended that AzEIP Service Coordinators or contractors contact DES/AzEIP and that PEAs contact ADE with concerns. Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 11.0 of this Agreement. At the discretion of the Technical Contact, individuals may be asked to put their concerns in writing in order to promote resolution of the issue.

(2) File a Complaint with DES or ADE. DES and ADE have each established complaint and dispute resolution procedures in order to comply with, respectively, Part C and Part B of the IDEA. Information about the available complaint and dispute resolution procedures may be obtained as follows:

Arizona Early Intervention Program
Arizona Department of Economic Security
3839 North Third Street, Suite 304
Phoenix, AZ 85012
(602) 532-9960

http://www.azdes.gov/azeip/safeguard.asp

Arizona Department of Education
Exceptional Student Services
1535 West Jefferson Street BIN 24
Phoenix, AZ 85007
(602) 542-4013
http://azade.gov/ess/dispute/ComplaintProcedures.pdf

(B) If DES or ADE believes that the other party has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance. First, the DES and ADE Technical Contacts identified in Section 11.0 of this IGA shall investigate and attempt to resolve the alleged issue of non-compliance within 90 days of receipt of written notice of the issue. Second, if the matter remains unresolved, it shall be brought to the attention of the DES Director or the DES Director's designee and the ADE Director of Special Education, as designee for the Superintendent of Public Instruction. The DES and ADE Technical Contacts shall prepare for their respective Directors a written statement including: (a) a description of the issue of alleged noncompliance; (b) efforts to resolve the issue; and (c) recommended strategies for resolving the issue. Third, if the matter is not resolved by the DES Director or the DES Director's designee, and the Superintendent's Designee within 90 days, DES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.

(C) Disputes between the parties arising under this Agreement that are not resolved according to the processes described in Section 7.3(B) shall be subject to arbitration to the extent required by A.R.S. §12-1518.

7.4 ADE will provide to DES a copy of all Letters of Findings for complaint investigations filed under Part B of the IDEA relating to transition services within 30 days of issuance. DES will provide to ADE a copy of all Letters of Findings for complaint investigations filed under Part C of the IDEA relating to transition services within 30 days of issuance.

7.5 Training of Personnel: The ADE and DES/AzEIP are jointly responsible for developing training on transition from early intervention to the provision of FAPE. AzEIP will provide training to AzEIP Service Coordinators. AzEIP will provide documentation of the trainings and attendance to ADE by June 30th of each contract year. ADE will provide periodic training to PEAs throughout the state and when requested by interested PEAs. ADE will provide documentation of the trainings and attendance to DES/AzEIP by June 30th of each contract year.

7.6 The ADE and DES strongly encourage PEAs and AzEIP providers serving the district to meet at least annually to review transition processes, identify and resolve transition issues and, when appropriate, document processes that are mutually agreeable and in accordance with this Agreement. PEAs are encourage-aged to review their written procedures for the smooth and effective transition of preschool children with disabilities from AzEIP to PEA preschool programs in accordance with A.A.C. R7-2-401(J) and to revise them as appropriate.

8.0 Financial Responsibility

8.1. The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure completion of the activity. This Agreement does not require the transfer of funds between ADE and DES, nor between the PEAs and the AzEIP service providing agencies and the provider network.

8.2. Every obligation of ADE and DES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for continuance of this Agreement, ADE or DES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or DES in the event this provision is exercised, however both agencies shall continue to comply with federal and state law.

9.0 This Agreement shall be construed under the laws of the State of Arizona and all laws governing Intergovernmental Agreements.

10.0 Other Provisions.

10.1 Modification. This Agreement may only be modified in writing and must be signed by duly authorized individuals on behalf of both parties.

10.2 Non-Discrimination. The parties comply with Executive Order 99-4, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.

10.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.

10.4 Records. To the extent required by A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after termination of the Agreement. All records shall be subject to inspection and audit by the other party at reasonable

times. Upon request, the party shall produce the original of any or all such records.

10.5 Confidentiality. Both parties agree to maintain the confidentiality of records relating to children with disabilities in accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g *et seq.*, A.R.S. §15-141(A) and other applicable laws.

11.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the DES:

Arizona Department of Economic Security
3839 North Third Street, Suite 304
Phoenix, AZ 85012

Technical Contact:
DES/AzEIP Executive Director
(602) 532-9960

To the ADE:

Arizona Department of Education
Early Childhood Education Section
1535 West Jefferson Street, # 15
Phoenix, AZ 85007

Technical Contact:
619 Coordinator
Early Childhood Education
(602) ~~364-1530~~ 542-2727

Dated this 24 day of August, 2004

Arizona Department of Education

Joanne C. Phillips, Deputy Associate Superintendent, Exceptional Student Services

Dated this 27 day of September, 2004

Arizona Department of Economic Security

David A. Berns, Director

Attorney General Contract No. KR4121L, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorneys General, who have determined that it is in the proper form and is within the powers granted under the laws

of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, by:

Therese L. Martin	*Date* 8/25/04	Dena R. Epstein	*Date* 8/25/04
Assistant Attorney General representing Arizona Department of Economic Security		Assistant Attorney General representing Arizona Department of Education	

ARIZONA TRANSITION PLANNING FORM

Part I

Invitation to Participate in a Transition Planning Conference

TO: _____

(Name of designated Public Education Agency (PEA) contact person.)

You are invited to a meeting to develop the transition plan for _____ who is currently
(Child's Name)

enrolled in our agency's AzEIP program and resides in the _____School District. The child's date of birth is

_____. The meeting will assist the parent(s) and their team to understand and plan the transition process from
(mm/dd/yy)

early intervention to the appropriate early childhood education programs.

The meeting will be held at: Date _____ Time _____

Location: _____

The members of the Transition Planning Team are:

_____ Parent[1]

_____ AzEIP Service Coordinator

_____ Provider from the Family's IFSP team

_____ PEA Representative

_____ Other

Please bring any necessary forms and materials to this Transition Planning Conference to assist you in:

- Providing information to the parent(s) about all available educational programs for preschool children, including those programs for children with and without disabilities.
- Providing information to the parents about the eligibility criteria for preschool special education services, including evaluation procedures and special education eligibility areas.
- Providing the parents with an explanation of the requirements of a free appropriate public education (FAPE).
- Providing the parents a copy of the procedural safeguards afforded the child and family as required in Part B of the IDEA.
- Explaining the purpose of Extended School Year (ESY) services and the documentation needed to support the IEP team in determining eligibility for extended school year services.
- Consent forms to conduct further evaluation to determine eligibility for preschool special education.
- Other information needed to facilitate a timely, seamless transition.

If I can provide further information or if your schedule conflicts with the meeting date, please call.

_____ _____
AzEIP Service Coordinator's Name AzEIP Participating Agency

_____ _____
Phone Number Date

[1] Parent means (1) a natural or adoptive parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.

Arizona Transition Planning Form

Part II

Conference Summary

Child's Information

Child's Full Name (Last, First, Middle)	Date of Birth	Date of Transition Meeting	
Child's Address	City	State	Zip Code
Primary Language of Home	Limited English Proficient ___ Yes ___ No		
Parents'[1] Names			
Address	City	State	Zip Code
District of Residence (based on parent(s)' address)			

Participants in the Transition Meeting

Relationship to Child	Signature	Phone Number
Parent(s) [1]		
AzEIP Service Coordinator		
Provider from the Family's IFSP Team		
PEA Representative		
Other		

Summary

Action Steps	Timeline	Person(s) Responsible

[1] Parent means (1) a natural or adoptive parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.