

**MEMORANDUM OF UNDERSTANDING  
CONCERNING THE TRANSITION OF  
CHILDREN IN THE  
Cuba & Jemez Valley Areas**

**Between the following agencies:**

**Abrazos Family Support Services**

**BMSI**

**Cuba Independent Schools**

**Five Sandoval Indian Pueblo Council Inc.**

**Jemez Valley Public Schools**

**NAPPR Native American Professional Parent Resources**

**Navajo Nation Growing in Beauty**

**Navajo Nation Head Start**

**New Mexico School for the Blind & Visually Impaired**

**New Mexico School for the Deaf**

**Presbyterian Medical Services Head Start**

**Torreon FACE**

**Walatowa Head Start**

**TEAM MEMBERS**  
**Contact Information**

Abrazos Family Support Services  
P. O. Box 788  
Bernalillo, NM 87004  
Telephone: 505-867-3396 FAX: 505-867-3398  
Aprtil Spaulding, Executive Director  
Randi Malach, Program Director  
[randim@abrazos.org](mailto:randim@abrazos.org)

BMSI  
5200 Copper Ave NE,  
Albuquerque, NM  
505-266-5557,  
Carla Hendricks, Program Director,

Cuba Independent Schools  
P.O. Box 70  
#50 County Road 13  
Cuba, NM 87013  
Telephone: 505-289-3211  
Dr. Karen Sanchez-Griego, Superintendent  
[ksanchez-griego@cuba.k12.nm.us](mailto:ksanchez-griego@cuba.k12.nm.us)  
Laura Saucedo, Special Ed. Director/Team Representative  
[lsaucedo@cuba.k12.nm.us](mailto:lsaucedo@cuba.k12.nm.us)

Five Sandoval Indian Pueblo Council Inc.  
Kevin Tenorio –  
[ktenorio@fsipinc.org](mailto:ktenorio@fsipinc.org)  
Telephone 505-771-5369

Jemez Valley Public Schools  
8501 Highway #4  
Jemez Pueblo, NM 87024  
Telephone: 575-834-3383 FAX: 575-834-7394  
Dr. Susan Passell, Superintendent  
[spassell@jvps.org](mailto:spassell@jvps.org)  
Dr. Eudore Camata, Special Education Director  
[ecamata@jvps.org](mailto:ecamata@jvps.org)  
(505)834-7391 (ext312) or 505-373-0151

NAPPR Native American Professional Parent Resources  
2201 San Pedro NE, Bldg. #3, Suite 210  
Albuquerque, NM 87110  
Telephone: 505-345-6289  
Elaine Sanchez, Executive Director  
Sarah Braaten, EI Director [sbraaten@nappr.org](mailto:sbraaten@nappr.org),  
[sbraaten@nappr.org](mailto:sbraaten@nappr.org)

Navajo Nation Growing in Beauty  
P.O. Box 921  
Crownpoint, NM 87313  
Telephone (505) 722-5297  
Colleen Roan, Program Supervisor  
[marcellafranklin@nndode.org](mailto:marcellafranklin@nndode.org)

Navajo Nation Head Start  
P.O. Box 3479  
Window Rock, Arizona 86515  
Telephone: 928-206-9398  
Ricky Smith, Mental Health Disabilities Liaison  
for Region I – Crownpoint.  
[rickysmith@nndode.org](mailto:rickysmith@nndode.org)

New Mexico School for the Blind & Visually Impaired  
801 Stephen Moody St SE  
Albuquerque, NM 8712  
Telephone 505-263-3505  
Zelfa Sandoval Sweeney-Developmental Vision Specialist  
[zelfasandovalsweeney@nmsbvi.k12.nm.us](mailto:zelfasandovalsweeney@nmsbvi.k12.nm.us)

New Mexico School for the Deaf  
PO Box 801  
Laguna, NM 87026  
Telephone: 505-946-7181  
Carla Gregory, NW Regional Supervisor  
[Carla.Gregory@nmsd.k12.nm.us](mailto:Carla.Gregory@nmsd.k12.nm.us)

PMS Head Start  
32 Unser Blvd.  
Rio Rancho, NM 87124  
Telephone 505-891-5162  
Teresa Taylor, Mental Health Disabilities Specialists  
[Teresa.Taylor@pms.org](mailto:Teresa.Taylor@pms.org)

Torreon FACE  
HCR 79 Box 9  
Cuba, NM  
Kenneth Toledo FACE Coordinator/Principal  
Telephone 505-731-2272  
[kennetht@naneelzhiin.org](mailto:kennetht@naneelzhiin.org)

UNM/Center for Development & Disability  
2300 Menaul NE  
Albuquerque, NM 87107  
Telephone 505-270-1599; Fax 505-272-0277  
[MStaley@salud.unm.edu](mailto:MStaley@salud.unm.edu)

Walatowa Head Start  
P.O. Box 709  
139 Canal St.  
Telephone 575-834-7366  
Marie Armijo  
[msarmijo@jemezpuueblo.org](mailto:msarmijo@jemezpuueblo.org)

## **I. PURPOSE**

The purpose of this agreement is to facilitate a smooth and effective transition for children and families as they move from early intervention services, birth to 3 years, into other programs and services. This agreement is to ensure strong interagency and family partnership; to promote and evaluate transition activities, approaches and methods and create a service system flexible enough to meet the needs of children and families within available resources. Through interagency planning, cooperation, collaboration and family involvement, families will experience a high level of satisfaction and experience success in all settings.

## **II. EFFECTIVE DATE AND TERMINATION**

This MOU is effective 4 years from the dates of signature and shall remain in effect until terminated or revised by consensus. Any party may terminate its participation in this MOU by providing written notice to all other participating parties.

## **III. OBJECTIVES:**

- Assure that any children with possible disabilities and children with or at risk for developmental delays are identified through Child Find activities as early as possible and referred to the appropriate agency (ies) in the Cuba area and Jemez Valley area.
- Assure that all children with disabilities and children with or at risk for developmental delays as defined by the Individuals with Disabilities Education Act (IDEA) and the Head Start Disability Services Performance Standards receive appropriate and necessary services without a disruption of services.
- Maximize education, health and developmental outcomes for families whose children have or at risk for developmental delay or disability.
- Support families as equal, informed partners and decision makers in the education and transition process.
- Provide for successful transitions between agencies.
- Provide services that is culturally relevant and linguistically appropriate.
- Assure that the privacy requirements for handling confidential, private child and family information contained in HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act) are followed.
- Convene a meeting of team members, including parents/guardians for a minimum of 2 times each year to review and evaluate the effectiveness of the MOU and make changes necessary based on team discussion and

consensus.

#### **IV. IMPLEMENTATION OF AGREEMENT**

A copy of this MOU will be provided to each listed agency and will be available online at <https://cdd.health.unm.edu/ecln/completed-memoranda-of-understanding-mou/> Each participating agency involved in the development of this MOU will assure, either through policy and procedure and/or staff training, that all individuals implementing or participating in the activities to meet the requirements of this MOU understand their roles and responsibilities.

#### **V. INTERAGENCY DISPUTE PROCESS**

In the event of a dispute or concern relating to this MOU and/or transition process, all cooperating agencies agree to contact the specific agency in which the concern arises and attempt to resolve the concern. If the concern cannot be resolved, or if the concern affects the larger transition team, the issue will be addressed during the biannual Transition Team meeting.

***For agencies under the Navajo Nation***, the following Grievance Procedure section will apply: “The grievance procedure will be set up in accordance with the Navajo nation Arbitration Act, 7 N.N.C. section 1101, et.seq.”

#### **VI. DEFINITION OF TERMS/ACRONYMS**

EI – Early Intervention

EDT-Eligibility Determination Team

FERPA-Family Education Rights and Privacy Act

FSC-Family Service Coordinator

FIT-Family Infant Toddler Program

IDEA-Individuals with Disabilities Education Act

IEP-Individualized Education Plan

IFSP-Individualized Family Service Plan

LEA-Local Education Agency

NMSBVI-New Mexico School for the Blind and Visually Impaired (serves children statewide)

NMSD-New Mexico School for the Deaf(Step\*HI program serves children statewide)

Part B-educational assistance for all school age children with disabilities

Part C-services for infants and toddlers with disabilities (birth to age 3) who have or are at risk for developmental

delay or disability  
 Potentially eligible-children eligible under Part C categories of “established condition” or “developmental  
 delay”  
 PWN-Prior Written Notice

## NOTIFICATION

- Data on potentially eligible children sent to LEA.
- Local level data shared

**NMAC 7.30.8.13 TRANSITION (B) (1) 7.30.8.13 TRANSITION (B)(1)** The FIT program shall provide notification to the public education department, special education bureau, of all potentially eligible children statewide who will be turning three years old in the following twelve month period. (2) The early intervention provider agency shall notify the LEA of all potentially eligible children residing in their district who will turn three years old in the following twelve month period. This will allow the LEA to conduct effective program planning.

(3) The notification from the early intervention provider agency to the LEA shall:

(a) include children who are potentially eligible for preschool special education services under the Individuals with Disabilities Education Act (IDEA) Part B; potentially eligible children are those children who are eligible under the developmental delay or established condition categories;

(b) include the child’s name, date of birth, and contact information for the parent(s);

(c) be provided at least quarterly in accordance with the process determined in the local transition agreement; and (d) be provided not fewer than 90 days before the third birthday of each child who is potentially eligible for IDEA Part B.

**NMAC 6.31.2.11 (A) (5) (a)** Each LEA shall survey Part C programs within its educational jurisdiction in its child find efforts to identify children who will be eligible to enter the LEA’s Part B preschool program in future years.

FIT PROVIDER	LEA	HEAD START	OTHER
By the 15th of January, April, July and October, the FIT Provider will provide the LEAs with a list (Notification List) of the children who are potentially eligible (with established condition or developmental delay) for the Part B program and turn three within the next 12 months. This list will include the child’s name, date of birth, primary	The Special Education Director or designee will verify receipt of the list by email to the FIT representative who sent it.  If the list has not been received within seven days of the first working day of the month (as required) the LEA representative will contact the FIT program.	Head Start will be proactive in maintaining ongoing communication with parents, part C providers and the LEA to support uninterrupted services.	Agencies will follow HIPAA and/or FERPA confidentiality requirements for the release of information according to each agency’s policies.

<p>contact person's name and address.</p> <p>If there are no children to report for that quarter, the FIT provider will notify the LEA with a written statement indicating such.</p> <p>When a child is referred to the FIT program, in between the dates that the notification list is mailed, the Family Service Coordinator will notify the LEA as soon as possible.</p>	<p>When the notification list is received from the FIT programs and the Special Education Director or designee during times of the year that the aforementioned person is not available, that person will acknowledge receipt of the list when they return to work.</p>		
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## TRANSITION PLANNING

- Individualized steps and services added to IFSP

### NMAC 7.30.8.13 (C)

- (1) A transition plan shall be developed with the parent(s) for each eligible child and family that addresses supports and services after the child leaves the FIT program.
- (2) The transition plan shall be included as part of the child's IFSP and shall be updated, revised and added as needed.
- (3) The following is the timeline for developing the transition plan:
  - (a) at the child's initial IFSP meeting, the transition plan shall be initiated and shall include documentation that the family service coordinator has informed the parent(s) regarding the timelines for their child's transition;
  - (b) by the time child is 24 months old, the transition plan will be updated to include documentation that the family service coordinator has informed the parent(s) of the early childhood transition options for their child and any plans to visit those settings; and
  - (c) at least 90 days, and not more than nine months before the child's third birthday, the transition plan shall be finalized at an annual IFSP or transition conference meeting that meets the attendance requirements of this rule.

### 6.31.2.11(A)(4)

Each public agency shall develop and implement appropriate policies and procedures to ensure a smooth and effective transition from Part C to Part B programs for preschool children with disabilities within the agency's educational jurisdiction, in compliance with 34 CFR Sec. 300.124. Each LEA and other public agencies as appropriate shall make reasonable efforts to establish productive working relations with local Part C programs and when given reasonable notice shall participate in the transition planning conferences arranged by local Part C providers.

### 6.31.2.11(A)(5)

- (b) Each LEA shall promote parent and family involvement in transition planning with Part C programs, community programs and related services providers at least six months before the child is eligible to enter the LEA's Part B preschool program.
- (c) Each LEA shall establish and implement procedures to support successful transitions including parent training, professional development for special educators and general educators, and student and parent self-advocacy training and education.
- (d) Each LEA shall assist parents in becoming their child's advocates as the child makes the transition through systems.

FIT PROVIDER	LEA	HEAD START	OTHER
The FIT Family Service Coordinator (FSC) will ensure that the family is aware of the array of service and program options available in their community including home, childcare centers, Head Start programs,	The Special Education Director or designee will coordinate efforts with the Family Service Coordinators to support parents and family involvement in the	The Head Start Disability Coordinator or designee will coordinate with the FIT Family Service Coordinator to support the family to learn about service options available through the	<b>NMSD will:</b> will work together with other local FIT providers, Early Head Start/Head Start and/or LEAs to best meet the needs of children who are deaf or hard of hearing and support attainment of outcomes and goals



<p>preschools and other community-based settings, and the continuum of services within Part B.</p> <p>The FIT FSC will meet with the family to develop a Transition Plan as part of their Individualized Family Service Plan (IFSP) which will include specific steps and actions that will support the child and family through the transition process.</p>	<p>transition planning process.</p>	<p>Head Start program.</p>	<p>contained in the IFSP/IEP.</p> <p>Provide a comprehensive overview of the transition process and provide information on services to families including enrollment and eligibility information.</p> <p><b>NMSD will also:</b> Provide information as requested.</p> <p><b>NMSD will:</b> assist each family's efforts to obtain a current audiological report prior to transition.</p> <p><b>NMSBVI will:</b> provide information as requested.</p> <p><b>NMSBVI will:</b> assist each family's efforts to obtain a current ophthalmology report prior to transition</p> <p><b>NMSBVI will:</b> provide information to parents/guardians of transitioning children who are blind or visually impaired regarding options for services.</p>
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## REFERRAL TO LEA

- Referral form sent to LEA with parent consent

### **7.30.8.13 D (1)**

A transition referral shall be submitted by the family service coordinator with parental consent, to the LEA at least 60 days prior to the transition conference. The transition referral shall include at a minimum the child's name, the child's date of birth, the child's address of residence, and the contact information for the parent(s) including name(s), address(es), and phone number(s).

### **7.30.8.13 D (2)**

For children who enter the FIT program less than 90 days before their third birthday, the family service coordinator shall submit a referral, with parental consent, as soon as possible to the LEA. This referral shall serve as the notification for the child. No further notification to the LEA shall be required for the child. (3) For children referred to the FIT program less than 45 days before the child's third birthday, the family service coordinator shall submit a referral to the LEA, with parental consent, but the early intervention provider agency will not conduct an evaluation to determine eligibility in accordance with the referral and intake provisions of this rule.

### **7.30.8.7 K**

**"Consent"** means informed written prior authorization by the parent(s) to participate in the early intervention system. The parent has been fully informed of all information relevant to the activity for which consent is sought in the parent's native language and mode(s) of communication and agrees to the activity for which consent is sought. The parent(s) shall be informed that the granting of consent is voluntary and can be revoked at any time. The revocation of consent is not retroactive.

**FIT PROVIDER**

**LEA**

**HEAD START**

**OTHER**

<p>The FIT FSC will fax or mail, using confidential assurance, a Transition Referral Form to the Special Education Director or designee at least 60 days prior to the Transition Conference, and if possible no more than 6 months prior to the child's 3<sup>rd</sup> birthday.</p> <p>FIT FSC will contact the LEA to confirm receipt of referral and to discuss potential dates for the Transition Conference.</p> <p>For a late referral to FIT, the FSC will send the Transition Referral Form to the LEA when the child is potentially eligible for Part B services. The FSC will follow up with a phone call after Part C eligibility has been determined.</p> <p>If the parent refuses the referral to the Part B program, the FSC will provide the parent with Prior Written Notice (PWN) that Part C services will end on the child's third birthday. The FSC will provide the family with a copy of the Part C Parent Rights and procedural safeguards at that time.</p> <p>The FSC will inform the LEA of the family's refusal to be referred by email.</p>	<p>The Special Education Director or designee will verify receipt of the Transition Referral Form by email or phone.</p> <p>When late referrals are received by the FIT programs during times of the year when the Special Education Director or designee is not available, that person will acknowledge receipt of the referral when they return to work.</p>	<p>The Head Start will refer, with the family's permission, a child 3 to five years of age found to be at risk for or have possible developmental delays to the appropriate LEA for evaluation in accordance with Head Start Performance Standards.</p>	<p><b>NMSBVI will:</b> refer, with parent/guardian consent, to the local FIT early intervention providers or LEA when appropriate.</p> <p><b>NMSD will:</b> with parent/guardian consent, work with the local FIT early intervention providers to ensure that the LEA is aware of the child's hearing difference.</p>
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## PRE-PLANNING FOR TRANSITION CONFERENCE

- Provide written invitation to Transition Conference to LEA and all parties.
- Send Transition Assessment Summary Form to LEA.
- LEA reviews materials and determines who will attend.
- LEA reviews materials and determines who will attend.

**7.30.8.13 E. Invitation to the transition conference:**

The family service coordinator shall submit an invitation to the Transition Conference to the LEA and other preschool programs at least 30 days prior to the Transition Conference.

**7.30.8.13 F. Transition assessment summary:**

- (1) The family service coordinator shall submit a completed transition assessment summary form to the LEA at least 30 days prior to the Transition Conference.
- (2) Assessment results, including present levels of development, must be current within six months of the Transition Conference.

**7.30.8.13 G. Transition Conference: The Transition Conference shall:**

- (1) be held with the approval of the parent(s);
- (2) be held at least 90 days and no more than nine months prior to the child's third birthday;
- (3) meet the IFSP meeting attendance requirements of this rule;
- (4) take place in a setting and at a time that is convenient to the family;
- (5) be conducted in the native language of the family, or other mode of communication used by the family, unless it is clearly not feasible to do so;
- (6) with permission of the parent(s), include other early childhood providers (early head start/Head Start, child care, private preschools, New Mexico School for the Deaf, New Mexico School for the Blind and Visually Impaired, etc.).

**6.31.2.11 A. (3) (b)**

The Part B eligibility determination team shall review current assessments and shall determine the additional data and assessments needed for the comprehensive evaluation. Current assessments are defined as assessments, other than medical assessments, conducted no more than six months prior to the date of the meeting of the Part B eligibility determination team.

**6.31.2.11.A (4)**

Each public agency shall develop and implement appropriate policies and procedures to ensure a smooth and effective transition from Part C to Part B programs for preschool children with disabilities within the agency's educational jurisdiction, in compliance with 34 CFR Sec. 300.124. Each LEA and other public agencies, as appropriate, shall make reasonable efforts to establish productive working relations with local Part C programs and, when given reasonable notice, shall participate in the transition planning conferences arranged by local Part C providers.

FIT PROVIDER	LEA	HEAD START	OTHER
The FSC will send the LEA Special Education Director or designee, with parent consent, the Transition Summary	The LEA Special Education Director or designee will review the documentation sent by the FIT FSC		<b>NMSD will:</b> Participate in EI team meetings to complete the

<p>Assessment form (current within 6 months of the date of the Transition Conference) through fax or mail (with confidential assurances) at least 30 days prior to the Transition Conference.</p> <p>The FSC will send the Transition Conference invitation to the LEA Special Education Director or designee, 30 days prior to the conference, that will include the time, location, attendees and the date agreed upon with the LEA and family.</p> <p>With parent consent, the FSC will also send Transition Conference invitations to other relevant service providers (e.g., Head Start, NMSBVI, NMSD, child care providers, etc.). Specifically, when a child is deaf or hard of hearing, the FSC must invite an NMSD representative. When the child is blind or visually impaired, the FSC must invite the NMSBVI representative.</p> <p>When a child's 3<sup>rd</sup> birthday is during the summer months or when school is out of session, the FSC will work with the family and LEA to schedule the Transition Conference prior to that break in the school year. The required Transition Referral form, Transition Assessment Summary form and Conference invitation will be sent at least 30 days prior to the scheduled Transition Conference.</p>	<p>and determine who from the LEA will attend the Transition Conference.</p> <p>The LEA will work with the FSC to coordinate and schedule the date and location of the Transition Conference and to the extent possible convenient for the family.</p>		<p>transition assessment summary form.</p> <p>NMSD service provider or EIDS Regional Supervisor will acknowledge receipt of the transition conference invitation.</p> <p>NMSD EIDS Regional Supervisor is available for technical assistance to the transition team in discussing communication considerations and the continuum of educational options.</p>
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## TRANSITION CONFERENCE

- Explain Part B and C procedures and safeguards.
- Provide prior written notice.
- Review if all current evaluations and/or assessments have been given to the LEA.
- Obtain consent for evaluation
- Complete IFSP Transition Conference page; discuss program options and next steps with LEA

### 7.30.8.13 (G) (7)

Transition conference: The transition conference shall be facilitated by the family service coordinator to include:

- (a) a review of the parent(s)'s preschool and other service options for their child;
- (b) a review of and, if needed, a finalization of the transition plan;
- (c) a review of the current IFSP, the assessment summary and any other relevant information;
- (d) the transmittal of the IFSP, evaluation and assessments and other pertinent information with parental consent;
- (e) an explanation by an LEA representative of the IDEA Part B procedural safeguards and the eligibility determination process, including consent for the evaluation;
- (f) as appropriate, discussion of communication considerations (if the child is deaf or hard of hearing) and Braille determination (if the child has a diagnosis of a visual impairment), autism considerations, and considerations for children for whom English is not their primary language.
- (g) discussion of issues, including enrollment of the child, transportation, dietary needs, medication needs, etc.
- (h) documentation of the decisions made on the transition page and signatures on the Transition Conference signature page, which shall be included as part of the IFSP. Copies of the Transition Conference page and signature page shall be sent to all participants.

### 6.31.2.11 (A) (5)(e)

Each LEA shall participate in transition planning conferences arranged by the designated Part C lead agency no less than 90 days prior to the anticipated transition or the child's third birthday, whichever occurs first, to facilitate informed choices for all families.

<b>FIT PROVIDER</b>	<b>LEA</b>	<b>HEAD START</b>	<b>OTHER</b>
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<p>The FIT FSC will with parent consent, convene and facilitate the Transition Conference at least 90 days (and no more than 9 months) prior to the child's third birthday.</p> <p>The FSC will facilitate the meeting to ensure that the following actions are completed:</p> <ul style="list-style-type: none"> <li>• Review and update the child's Transition Plan</li> <li>• Review the child's service and program options</li> <li>• Review whether all current IFSP, evaluation/assessment information and other relevant information has been given to the LEA and parents.</li> <li>• Determine if additional testing or information is needed.</li> <li>• When a child is deaf or hard of hearing, the NMSD representative will provide appropriate consultation, guidance and forms.</li> <li>• When a child is blind or has a vision loss, the NMSBVI representative will provide appropriate consultation, guidance and forms.</li> </ul>	<p>The Special Education Director or designee will facilitate participation of appropriate representatives at the Transition Conference.</p> <p>The Special Education Director or designee will provide the parents with a copy of the Part B Procedural Safeguards/Parent Rights required under IDEA. Request parental consent to conduct an initial Part B evaluation.</p> <p>The Special Education Director or designee will inform the family that they have a choice of who they want to attend the Eligibility Determination Meeting and/or IEP and there is a form that they need to sign giving their consent regarding the meeting participants.</p>	<p>With parental consent, the Head Start representative will participate in the Transition Conference and inform the families of their options in the Head Start program.</p>	<p><b>NMSD will:</b> Participate in the Transition Conference and when acting as the FIT FSC, will facilitate that conference per FIT regulations.</p> <p>Support each family to acquire, if needed, more comprehensive and current evaluation information including audiology prior to eligibility determination.</p> <p>At the Transition Conference, support the family by providing consultation related to Special Considerations for Children who are Deaf or Hard of Hearing as mandated by IDEA.</p> <p><b>NMSBVI will:</b> participate in the transition conference for children who are blind or visually impaired.</p> <p><b>NMSBVI will:</b> provide current functional vision assessment information, recommendations, and consultation as needed to the receiving program.</p>
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## INITIAL COMPREHENSIVE EVALUATION FOR PART B

- Part B team reviews current available assessment data (including Part C assessments)
- Part B team determines additional data and assessments needed.
- Part B team conducts initial comprehensive evaluation process in all areas of suspected disability

### 6.31.2.10

#### E. Procedural requirements for the assessment and evaluation of culturally and linguistically diverse children.

1. Each public agency must ensure that tests and other evaluation materials used to assess children are selected, provided and administered so as not to be discriminatory on a racial or cultural basis and are provided and administered in the child's native language or other mode of communication, such as American sign language, and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to select, provide or administer pursuant to 34 CFR Sec. 300.304(c)(1).
2. Each public agency must ensure that selected assessments and measures are valid and reliable and are administered in accordance with instructions provided by the assessment producer and are administered by trained and knowledgeable personnel.
3. Each public agency must consider information about a child's language proficiency in determining how to conduct the evaluation of the child to prevent misidentification. A child may not be determined to be a child with a disability if the determinant factor for that eligibility determination is limited English proficiency. Comparing academic achievement results with grade level peers in the public agency with similar cultural and linguistic backgrounds should guide this determination process and ensure that the child is exhibiting the characteristics of a disability and not merely language difference in accordance with 34 CFR Sec. 300.306(b)(1).
4. Each public agency must ensure that the child is assessed in all areas related to the suspected disability.
5. Policies for public agency selection of assessment instruments include:
  - (a) assessment and evaluation materials that are tailored to assess specific areas of educational need; and
  - (b) assessments that are selected ensure that results accurately reflect the child's aptitude or achievement level.
6. Public agencies in New Mexico shall devote particular attention to the foregoing requirements in light of the state's cultural and linguistic diversity. Persons assessing culturally or linguistically diverse children shall consult appropriate professional standards to ensure that their evaluations are not discriminatory and should include appropriate references to such standards and concerns in their written reports.

### 6.31.2.11 (A) (3)

To ensure effective transitioning from IDEA Part C programs to IDEA Part B programs, each public agency must conduct a full and individual initial comprehensive evaluation at no cost to the parent and in compliance with requirements of 34 CFR Secs. 300.300, 300.301, 300.302, 300.304 and 300.305 and other department rules and standards before the initial provision of Part B special education and related services to a child with a disability. (a) The initial comprehensive evaluation process shall be conducted in all areas of suspected disability.

**FIT PROVIDER**

**LEA**

**HEAD START**

**OTHER**



<p>If the parent does not consent to the Part B evaluation and eligibility determination, the FSC will provide the parent with Prior Written Notice that Part C services will end at the child's 3<sup>rd</sup> birthday.</p> <p>The FSC will also provide the family with a copy of their Rights and Procedural Safeguards at this time.</p>	<p>The Special Education Director or designee will schedule a date for the initial evaluation including a review of existing information to determine if additional testing is needed. The initial evaluation will be completed within 60 days of the signed consent form. The LEA will conduct the initial evaluation in accordance with 34CFR Sec.300.304 to include a variety of appropriate measures and sources.</p> <p>In the event a child has a visual impairment or hearing loss, the LEA may contact NMSD and/or NMSBVI for consultation and assistance with evaluation.</p>		<p><b>NMSD</b> will provide current information regarding present levels of performance and relevant assessment information to be used in eligibility determination and program design.</p> <p><b>NMSD EIDS &amp; Center for Educational Consultation and Training-(CECT)</b> will provide consultation regarding appropriate evaluation/assessment for children with hearing loss.</p> <p><b>NMSBVI will:</b> For students who are blind and visually impaired, NMSBVI will provide a current functional vision assessment to be used in eligibility determination and programming design.</p>
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## ELIGIBILITY DETERMINATION MEETING

### 6.31.2.11(A)(5)(f)

Each LEA shall designate a team, including parents and qualified professionals, to review existing evaluation data for each child entering the LEA's preschool program in compliance with 34 CFR Sec. 300.305 and, based on that review, identify what additional data, if any, are needed to determine the child's eligibility for Part B services or develop an appropriate program.

### 6.31.2.10

F. Eligibility determinations.

#### (1) General rules regarding eligibility determinations

- (a) Upon completing the administration of tests and other evaluation materials, a group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in 34 CFR Sec. 300.8 and Paragraph (2) of Subsection B of 6.31.2.7 NMAC. The determination shall be made in compliance with all applicable requirements of 34 CFR Sec. 300.306.
- (b) The public agency must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.

### 6.31.2.7(B)(2) "Child with a disability"

means a child who meets all requirements of 34 CFR Sec. 300.8 and who:

- (a) is aged 3 through 21 or will turn 3 at any time during the school year;
- (b) has been evaluated in accordance with 34 CFR Secs. 300.304-300.311 and any additional requirements of these or other public education department rules and standards and as having one or more of the disabilities specified in 34 CFR Sec. 300.8 including intellectual disability; a hearing impairment including deafness; a speech or language impairment; a visual impairment including blindness; emotional disturbance; orthopedic impairment; autism; traumatic brain injury and other health impairment; a specific learning disability; deaf-blindness; or being developmentally delayed as defined in 6.31.2.7(B)(4) NMAC and who has not received a high school diploma; and
- (c) at the discretion of each local educational agency and subject to the additional requirements of Subsection 2 of Paragraph F of 6.31.2.10 NMAC, the term "child with a disability" may include a child aged 3 through 9 who is evaluated as being developmentally delayed and who, because of that condition, needs special education and related services.

### (6.31.2.7(B)(19) NMAC

as authorized by 34 CFR §§ 300.8 and 300.39, "special education" in New Mexico may include speech-language pathology services.)

<b>FIT PROVIDER</b>	<b>LEA</b>	<b>HEAD START</b>	<b>OTHER</b>
<p>With parental consent obtained by the LEA, the FIT IFSP team members will attend the EDT and/or IEP meetings.</p> <p>Parents who decide not to proceed with Part B eligibility determination will be informed by the FIT FSC that they may, in the future, contact the LEA serving the area in which they reside.</p> <p>The family can request an initial evaluation for eligibility for Part B services at that time. The FSC will provide the family with contact information for the LEA in writing.</p> <p>If the child is not eligible for Part B but remains eligible for Part C, and the family chooses to remain in the FIT program they can continue until the child's 3<sup>rd</sup> birthday. The FSC will assist the family with referrals to other preschool options.</p>	<p>The LEA will, with signed parental consent, invite the FIT IFSP team members and Head Start personnel to attend the EDT and/or IEP meeting.</p> <p>The Special Education Director or designee will ensure that a group of qualified professionals determine whether a child has a disability in accordance with IDEA regulations.</p> <p>The Special Education Director or designee will determine eligibility prior to the child's 3<sup>rd</sup> birthday that includes Part C evaluation, assessments and IFSP as part of the initial evaluation.</p> <p>LEA will conduct additional evaluations and assessments as needed. Assessments must have been administered within the previous 6 months in order to be considered valid. For a child with a hearing or visual impairment, appropriate LEA staff must be included in the review.</p>	<p>With parental consent obtained by the LEA, the Head Start personnel will attend the EDT and/or IEP meetings.</p>	<p>NMSD EIDS staff will: Attend the EDT meeting, with parent consent, when the child has been receiving those services under Part C.</p> <p>The NMSD CECT Consultant is available for consultation regarding Part B eligibility for any child who has a hearing loss.</p>

## EVALUATION REPORT AND DOCUMENTATION OF ELIGIBILITY SENT TO PARENT

**6.31.2.10**

F. Eligibility determinations.

(1) General rules regarding eligibility determinations

- (a) Upon completing the administration of tests and other evaluation materials, a group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in 34 CFR Sec. 300.8 and Paragraph (2) of Subsection B of 6.31.2.7 NMAC. The determination shall be made in compliance with all applicable requirements of 34 CFR Sec. 300.306.
- (b) The public agency must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.

FIT PROVIDER	LEA	HEAD START	OTHER
	<p>At the EDT meeting the LEA will provide parents with a copy of the evaluation report and documentation of eligibility determination.</p> <p>If the parent did not give consent for the FIT provider to attend the EDT meeting, the LEA, with parent written consent, will provide the FIT provider with the date of the EDT and eligibility determination within 2 weeks.</p>		

## INDIVIDUALIZED EDUCATION PROGRAM (IEP) DEVELOPED

### 6.31.2.11 A (5) (g) Development of IFSP, IEP or IFSP-IEP.

(i) The IFSP, IEP, or IFSP-IEP will be developed by a team constituted in compliance with 34 CFR Sec. 300.321 that includes the parents. For children transitioning from Part C programs to Part B programs, the team must also include one or more early intervention providers who are knowledgeable about the child. "Early intervention providers" are defined as Part C service coordinators or other representatives of the Part C system.

### 7.30.8.13 I (1)

The family service coordinator and other early intervention personnel shall participate in a meeting to develop the IEP (or IFSP-IEP) with parent approval. (2) the family service coordinator, with parent consent, shall provide any new or updated documents to the LEA in order to develop the IEP.

### Questions to Consider

- Who from the LEA is responsible for developing the IEP?
- How and when will the LEA inform the parents of their right to invite other representatives (FIT, Head Start, etc.) to the IEP meeting?
- If needed, how will NMSBVI and NMSD be involved?
- How and when will FIT and others be invited to the IEP meeting with parental consent?
- When invited, how will FIT coordinate participation of appropriate early intervention staff in the IEP meeting?
- What is the process for children whose third birthday occurs during the summer?

**FIT PROVIDER**

**LEA**

**HEAD START**

**OTHER**

<p>With parental consent obtained by the LEA, the FIT IFSP team members will attend the IEP meeting.</p> <p>The FIT provider will continue to provide services to the child and family until the child's 3<sup>rd</sup> birthday. Post transition family service coordination and other IFSP services will be offered to the family as an option. If the family requests post transition services, FIT will provide those services in accordance with FIT standards (up to one month after the child has started preschool Part B services) and will be documented in the child's IFSP.</p>	<p>The LEA will send an invitation to the parents for a meeting to develop an IEP (Individualized Education Plan) prior to the child's 3<sup>rd</sup> birthday.</p> <p>The LEA will, with signed parental consent, invite the FIT IFSP team members including NMSBVI and NMSD when appropriate, and Head Start personnel to attend the IEP meeting.</p> <p>The Special Education Director or designee will schedule and conduct the initial IEP meeting. The Special Education Director or designee will provide and explain to the parents, in their native language or other mode of communication used by the parents, the Procedural Safeguards/Parent Rights.</p> <p>In the case of a child with a hearing loss and/or visual impairment, the appropriate Consideration of Special Factors form must be completed and attached to the IEP.</p> <p>Preschool services will begin on the first day of school following the child's 3<sup>rd</sup> birthday, unless otherwise stated in the IEP.</p>	<p>Head Start personnel will participate in the IEP meeting when invited and with parent consent. Head Start will provide appropriate services to children who are eligible according the Head Start Performance Standards.</p>	<p><b>NMSBVI will:</b> participate, with parent/guardian permission, on IEP team for children who are blind or visually impaired.</p> <p><b>NMSBVI will:</b> provide NMVICount information for students who are blind and visually impaired to the receiving program. *The NMVICount is the federal APH census that provides support and educational materials to the district and students through the NM-IRC lending library, such as textbooks (braille, adapted textbooks), enlarged materials, and other adapted materials available from APH  <a href="https://aph.nyc3.digitaloceanspaces.com/app/uploads/2020/06/09134953/APH-Products-Catalog.pdf">https://aph.nyc3.digitaloceanspaces.com/app/uploads/2020/06/09134953/APH-Products-Catalog.pdf</a>.  Phone Contact for NM-IRC: 575-439-4438)*</p> <p><b>NMSD</b> will participate on the IEP team as invited by the parent.</p> <p>NMSD EIDS staff is available to provide post transition "follow up" services as per FIT regulations.</p> <p>NMSD CECT staff is available to</p>
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			<p>support the IEP team regarding “Addendum for Children Who are Deaf/Hard of Hearing Communication Considerations” even if the hearing loss is not the child’s primary disability.</p> <p>NMSD CECT staff is available to participate on the IEP team and assistance setting goals and objectives, provide suggestions for environmental modifications and provide recommendations for level of service</p> <p><b>NMSD</b> CECT program is available to provide ongoing programmatic support &amp; consultation to the receiving LEA, Head Start or other placement agencies if placement is other than NMSD preschool.</p>
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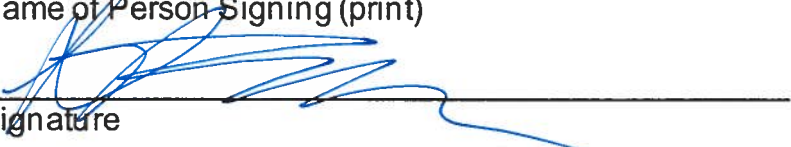
**SIGNATURES/DATES**

IN WITNESS WHEREOF, the following signatures are affixed:

By attaching my signature to this document, I attest that I am familiar with the contents of this Memorandum of Understanding and commit this agency to adhering to the contents of this agreement concerning the transition of children in the Cuba and Jemez Valley areas.

**SOVEREIGN IMMUNITY OF THE NAVAJO NATION**

Nothing herein shall be considered as a waiver, expressed or implied, of the sovereign immunity of the Navajo Nation except to the extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §551 et seq.

Steven C. Hansen  
\_\_\_\_\_  
Name of Person Signing (print)  
  
\_\_\_\_\_  
Signature  
Presbyterian Medical Services  
\_\_\_\_\_  
Agency Name  
8-23-22  
\_\_\_\_\_  
Date

CEO & President  
\_\_\_\_\_  
Title



**SIGNATURES/DATES**

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April Spaulding  
Name of Person Signing (print)

Executive Director  
Title

April Spaulding  
Signature

Abrazos Family Support Services  
Agency Name

8/22/2022  
Date

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Carla Hendricks

\_\_\_\_\_  
Name of Person Signing (print)

*Carla Hendricks*

\_\_\_\_\_  
Signature

Bilingual Multicultural Services Inc. (BMSI)

\_\_\_\_\_  
Agency Name

August 17, 2022

\_\_\_\_\_  
Date

EI Program Director

\_\_\_\_\_  
Title

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Dr. Karen Sanchez-Griego  
Name of Person Signing (print)

Superintendent  
Title

[Handwritten Signature]  
Signature

CISD  
Agency Name

August  
Date

**SIGNATURES/DATES**

IN WITNESS WHEREOF, the following signatures are affixed:

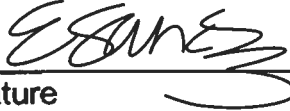
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Elaine Sanchez

\_\_\_\_\_  
Name of Person Signing (print)



\_\_\_\_\_  
Signature

NAPPR, Inc.

\_\_\_\_\_  
Agency Name

8/15/2022

\_\_\_\_\_  
Date

Executive Director

\_\_\_\_\_  
Title

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Marcella Franklin  
Name of Person Signing (print)

*Marcella Franklin*  
Signature

NN Growing in Beauty - Gallup, NM  
Agency Name

8/16/22  
Date

GIB - Contact Person,  
Title

**SIGNATURES/DATES**

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Zelfa Sandoval Sweeney

Name of Person Signing (print)

Zelfa Sweeney

Signature

Developmental Vision Specialist

Title

New Mexico School for the Blind and Visually Impaired (NMSBVI)

Agency Name

8/15/2022

Date

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Steven C. Hansen  
Name of Person Signing (print)

CEO & President  
Title

  
Signature

Presbyterian Medical Services  
Agency Name

8-23-22  
Date

**SIGNATURES/DATES**

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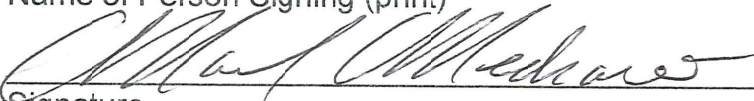
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DR. MANUEL MEDRANO  
Name of Person Signing (print)

INTERIM SUPERINTENDENT  
Title

  
Signature

JEMEZ VALLEY PUBLIC SCHOOLS  
Agency Name

02-06-2023  
Date