Memorandum of Agreement for Special Education Services
Between
Nelson County Board of Education
And
Central Kentucky Head Start

This agreement is entered into between Nelson County Board of Education or "First Party" and Central Kentucky Head Start or "Second Party." The purpose of this agreement is to help Nelson County Board of Education and Central Kentucky Head Start work as a team in their shared responsibilities for Head Start enrolled children with disabilities as defined by federal and state laws.

Whereas, the "First Party" is responsible for serving the needs of children with disability, ages 3 to 21, inclusive, who reside within its school district, and have the resources to provide certain services to approved programs providing services to children with identified disabilities; and whereas, the "Second Party" is licensed in the state of Kentucky to provide services to preschoolers with identified disabilities; now, therefore, both Parties will agree to provide direct and indirect services as named in this agreement.

General Responsibilities of the First Party

The Nelson County Board of Education will provide special education and related services, including speech therapy, occupational therapy, physical therapy, hearing impairment services and vision impairment services to children identified as needing these services as written by the Admissions and Release Committee on the Individual Education Plan. The "First Party" will be responsible for all due process issues. Diagnostic and therapy services will be the fiscal responsibilities of the "First Party," as well as supervision of personnel doing said services.

The "First Party" shall complete the necessary paperwork to document in-kind contributions that are provided to the "Second Party." These services can include, but are not limited to, diagnostic tests, reports, and therapy.

General Responsibilities of the Second Party

The Central Kentucky Head Start Program will provide the full range of comprehensive services to all Head Start enrolled children, including those with identified disabilities, as defined by the Head Start Performance Standards. Services to enrolled 3 and 4 year olds and families will include health, dental, mental health, social, and educational. The "Second Party" will continue to provide funds and personnel to obtain and/or monitor physical exams, dental exams, mental health services, social services, parent involvement, and education services in the least restrictive environment. The "Second Party" management staff will supervise field staff providing these services.

Joint Responsibilities

- <u>Recruitment</u>

  Both parties will recruit 3 and 4 year old children in the school district and will participate in Child Find.

  The Head Start managers in charge of recruitment and of disabilities will work closely with the LEA person in charge of recruitment to insure that children are enrolled in the program that best suits child and family needs.

- Screening

  Head Start will screen all enrollees within 45 calendar days of entry. The Brigance screening instrument will be used to screen motor, concepts, articulation and language, as well as social and self-help skills.

  Allen picture cards will be used to screen visual acuity. Pure tone audiometry will be used to screen hearing.

  Behavior screening will be completed by observation on the Brigance.

  If articulation screening results are questionable, the school district speech therapist will take a look at the child and the screening results and make recommendations.

- Referrals/KSI/RTI

  Head Start staff will share information on each child, whose Brigance scores meet the criteria for a possible identified disability, with the person in each school "district" assigned to assist with KSI development. The KSI committee (Head Start Staff, parent, school district staff) will then meet and use a three- tier model to develop research based interventions to address areas of concern. The KSI committee will meet for each tier level to review monitoring data and determine if data warrants more intensive instruction time or targeted instruction. The KSI committee will schedule an ARC to discuss a referral for an individual evaluation once all three tiers are completed and data demonstrates no progress or minimal progress and the need for more intensive instruction time or targeted instruction.

  As the Kentucky Department of Education adjusts guidelines for interventions and referral, the "Second Party" agrees to follow guidelines and recommended practices of that state agency.

- Evaluation

  The Admissions and Release Committee will meet to discuss screening and/or KSI/RTI results and the need for diagnostic assessment. The committee shall include the parent, a chair-person from the LEA, the teacher of the child, a Head Start representative, a person who can interpret the instructional implications of evaluation results, and related services personnel, as appropriate.

  All of the "First Party" due process forms will be used by both parties to insure that the "First Party's" requirements are met and to assist in the transition process from Head Start to school. Copies of these documents will be given to "Both Parties" after the end of each ARC meeting.

  The parent will be informed of the screening results by the "Second Party" representative. The "First Party's" chairperson will inform the parent/parents or guardian of the child's legal rights, tests to be administered, and obtain signed permission for further testing, after determining legal student representative.

  The "Second Party" will provide and/or pay for services as determined by the ARC in the areas of health, hearing, and vision.

  The "First Party" will complete tests as indicated by school district policy. Notification of the results of evaluation will be explained at the ARC meeting following the testing, and before any placement.

- Individual Education Plan

  The ARC will be responsible for determining if a child is eligible for special education services. Signed Permission will be obtained, by the "First Party," from the parent or student representative, to develop an Individual Education Plan. The "First Party" will guide the development of the I.E.P. and provide speech/language, physical therapy, occupational therapy, consultation to "Second Party" staff, and other services named in the plan.

  The "Second Party" will be responsible for providing regular classroom instruction and ongoing assessment. The classroom teacher will be assigned to provide individualized instruction, as indicated by the I.E.P. Head Start Family Advocates and/or other Head Start personnel will assist the child's family through the special education process.

- Admission and Release Committee Meeting

  Both parties will attempt to schedule ARC meetings at mutually agreeable times.

  The "First Party" Special Education Director/Designee will chair the ARC meetings. Representatives of the "First Party" will explain the diagnostic report, provide a draft of the I.E.P. for consideration by the committee, provide therapy services, and consultative services to staff and parents.

  The "Second Party" will provide one classroom observation, if requested, on each identified child, and any other pertinent information on file with parental permission. The classroom staff will provide information from educational assessments and report on any issues relating to classroom performance.

  Both parties will retain comprehensive files on each diagnosed child.

  Any special transportation needs, special nutritional needs, or specialized equipment based on those needs will be determined on an individual basis and planned by the "Second Party's" disability, health, and transportation managers or consultants and as written on the child's I.E.P. Head Start will be responsible for meeting those needs.

- Transition

  The ARC will meet as necessary to decide placement.

  Visitation between programs and by the child and family will be arranged upon request.

  Parents will be advised of both program's options and of legal rights during all proceedings.

- Joint Training

  Each party will attempt to keep the other informed of training opportunities, and offer training when possible.

  Specialized training will be given, as needed, to staff dealing with unusual or low incidence conditions.

PERIOD OF AGREEMENT

The terms of this agreement are in effect from July 1, 2013 until June 30, 2014.
The terms of this agreement may be amended, extended, or terminated at any time by mutual agreement of both parties, providing that 30 days prior notice of such action is given each party.

This agreement has been approved by the Board of Education as recorded in the minutes of the meeting held on _____.

This agreement has been approved by the Head Start Policy Council as recorded in the minutes of the meeting held on _____.

Nelson County Schools, Superintendent	Date
Pamela A. Smith	4-18-2013
Central Kentucky Head Start, Director	Date