

Local Head Start Memorandum of Agreement

This agreement is between the Ohio Valley Educational Cooperative Head Start Grantee Program ("Head Start") and the Spencer County Public School District ("School District") to coordinate services to eligible children through federal Head Start and state Preschool programs.

I. Purpose of Agreement

This Memorandum of Agreement ("MOA") sets out the terms by which the Head Start program and School District will ensure full utilization of Head Start funds by meeting the following objectives: (1) to avoid duplication of programs and services; (2) to avoid supplanting of federal funds; and (3) to maximize the use of Head Start funds to serve as many four-year-old children as possible. This MOA also provides for coordination between Head Start and School District as required by 45 CFR 1302.53 and 45 CFR 1302.63.

II. Authority

Whereas, Head Start must enter into an agreement with the School District in order to support coordination between Head Start and publicly funded preschool programs (*642 (e) (3) of the Head Start Act and 45 CFR, Part 1302.53*); and

Head Start must work to develop an interagency agreement with the School District to improve service delivery to children eligible for services under the Individuals with Disabilities Education Act (IDEA), including the referral and evaluation process, service coordination, promotion of service provision in the least restrictive environment, and transition services as children move from services provided under Part C of IDEA to services provided under Part B of IDEA and from preschool to kindergarten (*45 CFR, Part 1302.63*); and

School District must work with Head Start to avoid duplication of programs and services, avoid supplanting federal funds, and maximize Head Start funds in order to serve as many four-year-old children as possible (*KRS 157.3175*); and

School District must achieve certification with Head Start director that the Head Start program is fully utilized (*KRS 157.3175*);

Now, therefore, it is mutually agreed by Head Start and School District to enter into this MOA.

III. Program Descriptions

Head Start is a comprehensive child development program, funded by the U.S. Department of Health and Human Services, serving at-risk families with young children pursuant to 42 USC 9831, *et seq.* Services include education, health, mental health and family and community partnerships to eligible three- and four-year-old children.

State-Funded Preschool is a program designed to meet the comprehensive needs of children through developmentally appropriate teaching and learning practices, as well as collaboration with medical, health, mental health and social service agencies. Services are provided to eligible children pursuant to KRS 157.3175 and 704 KAR 3:410.

IV. Goals of Collaboration

Head Start and School District agree to work together in furtherance of the following goals:

- a. To avoid duplication of programs and services;
- b. To avoid supplanting of federal funds;
- c. To maximize the use of Head Start funds to serve as many four year old children as possible;
- d. To establish seamless delivery of services that builds on the strengths and supports the needs of the service area;
- e. To ensure coordination and collaboration between Head Start and School District , including specific roles and responsibilities to ensure a coordinated service system;
- f. To ensure effective, two-way communication between Head Start and School District, in order to remove barriers to collaboration and to promote effective service delivery;
- g. To improve availability and quality of services for four-year-old children and their families, ensuring that all eligible children in the service area have access to quality education and comprehensive services;
- h. To ensure that Head Start and School District will plan and coordinate recruitment and access to services and implement strategies to enroll the hardest to reach children in the service area;
- i. To support the optimal development of children, including their school readiness and success, and the advancement and success of families;
- j. To collaborate in service delivery to the greatest extent possible, including in transportation, facilities and other resources as appropriate and to ensure information exchange regarding educational and non-educational services for the benefit of children and families;
- k. To coordinate services to children with disabilities and to support Head Start with ensuring at least ten (10) percent of enrolled children are eligible for services under IDEA.

V. Joint Roles and Responsibilities

Head Start and School District agree to cooperate and collaborate in the development and implementation of each of the following areas mandated by the Head Start Act of 2007 (42 USC 9831 *et seq.*):

- a. Educational activities, curricular objectives, and instruction
 - i. Head Start and School District agree to implement research based curriculum coordination aligned with the Head Start Child Outcomes Framework, the Head Start Program Performance Standards, and the Kentucky Early Childhood Standards.
 - ii. Head Start and School District agree to engage in ongoing communication for continuity of curricular objectives and shared expectations for children's learning and development as the children transition to school.
- b. Public information dissemination and access to programs for families contacting the Head Start program or the School District preschool program
 - i. Head Start and School District agree to coordinate to provide community/public information dissemination and resource development to support and improve school readiness.

- ii. Head Start and School District agree to engage in ongoing communication between Head Start staff and School District staff, such as teachers, social workers, McKinney-Vento coordinators, Family Resource Youth Service Coordinators, other federal program coordinators, and health staff that facilitate program coordination.
 - c. Selection priorities for eligible children to be served by programs
 - i. Head Start and School District agree to coordinate and engage in child selection, enrollment, and notification practices that will ensure all eligible children will be served by the program.
 - 1. Both parties will meet annually to review eligibility requirements, selection criteria and recruitment lists to establish a system for determining the best placement based on characteristics and need for enrolling families.
 - 2. This process will be coordinated, transparent and seamless for children and families served. A written document will be mutually developed outlining how this process will work.
 - 3. Both parties will ensure 0 (number) four-year-olds will enroll in Head Start on September 1 based on the 1989-90 number of four year olds served, or a mutually-agreed upon target that maximizes federal Head Start funds in order to serve as many at-risk four-year-olds in the district as possible. It is mutually understood by both parties that full enrollment for Head Start must be met on the first day of instruction.
 - 4. Both parties will confirm the number of four-year-olds enrolled in Head Start on September 1 or the first day of instruction whichever is later, with the Kentucky Department of Education by September 15.
 - ii. Coordination and collaboration between Head Start and School District will target the participation of underserved populations of eligible children.
 - iii. Enrollment priorities will include homeless and foster care children as well as limited English proficient children and informing their parents of instructional services to help children acquire English proficiency.
 - iv. Coordination and collaboration with other programs, as applicable, such as First Steps, Family Resource Centers, Subsidized Child Care Providers, and other early childhood providers will be a priority for both parties.
 - d. Definition of service area
 - i. Child recruitment and referral practices will ensure all children will be served by the appropriate program in the service area.
 - ii. Collaboration will occur to reduce duplication and enhance service efficiency in the service area.
 - iii. Service delivery and program strategies will be coordinated to overcome collaboration barriers.

School District and Head Start agree to coordinate the location of sites in the community and the provision of additional service in order to minimize the transportation of young children to meet the needs of working parents and facilitate parent involvement in both programs.

- e. Professional learning

- i. Opportunities for joint staff professional learning will be identified and pursued in the following areas:
 - 1. Collaborative recruitment and enrollment strategies
 - 2. Early childhood standards, instructional methods, curriculum, assessment, and social emotional development
 - 3. Early childhood transitions
 - 4. Parent and community engagement
- f. Technical assistance
 - i. Collaborative efforts will be made to identify common technical assistance needs.
 - ii. Program technical assistance will be shared when and where feasible.
- g. Provision of services to meet the needs of working parents, as applicable: coordinating activities to make full day and full year resources available to children who need it and collaborating with child care entities in the service area.
- h. Communication and parent outreach for smooth transitions to kindergarten
 - i. Joint support of children's transition to elementary school, including appropriate records transfers, outreach to parents, and specific activities to address limited English proficient children and their families.
 - ii. Joint parent education about their roles in the public schools related to their children's learning and development.
- i. Transitions
 - i. Head Start and School District will collaborate, pursuant to 45 C.F.R. Part 1302, Subpart G, to:
 - 1. Help parents understand practices they use to effectively provide academic and social support for their children during their transition to kindergarten and foster their continued involvement in the education of their child;
 - 2. Prepare parents to exercise their rights and responsibilities concerning the education of their children in the elementary school setting, including services and supports available to children with disabilities and various options for their child to participate in language instruction educational programs; and,
 - 3. Assist parents in the ongoing communication with teachers and other school personnel so that parents can participate in decisions related to their children's education.
 - ii. Head Start and School District will collaborate to ensure that (1) relevant records are transferred to the child's next placement, (2) communication between Head Start staff and their counterparts in school fosters the continuity of learning and development, and (3) Head Start and kindergarten teachers participate in joint training and professional development activities.
- j. Provision and use of facilities, transportation, and other program elements.
 - i. Head Start and School District will:
 - 1. Share facilities, as feasible and appropriate.

2. Share transportation, as feasible and appropriate.
 3. Provide joint parent activities, education and involvement, as feasible and appropriate.
 4. Exchange information on children's service provision, as feasible and appropriate.
 - ii. School District may also provide additional financial and programmatic support to Head Start as appropriate and feasible. This support may be in the provision of free or reduced cost services. This provision is intended to support Head Start with meeting non-federal match requirements.
- k. Serving children with disabilities
 - i. Referrals and Evaluations.
 1. Head Start will refer children, as appropriate, to School District for evaluation to determine whether the child is eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 *et seq.*).
 2. Head Start and School District will collaborate to the greatest extent possible to develop and implement an eligible child's IFSP or IEP, including but not limited to inviting a Head Start representative to Admission and Release Committee meetings as appropriate.
 - ii. Service Coordination.
 1. Head Start and School District will jointly recruit and enroll eligible children with disabilities.
 2. With parental consent, School District will provide a copy of the IEP to Head Start.
 3. Head Start and School District will collaborate to ensure that all services are provided in accordance with a child's IFSP or IEP, and that the child is working towards the goals of the IFSP or IEP.
 4. School District will review and revise, as appropriate, the IFSP or IEP for each child no less than annually.
 - iii. Least Restrictive Environment. School District and Head Start will collaborate to ensure that services are provided in a child's regular Head Start or preschool classroom to the greatest extent possible.
 - iv. Transition.
 1. School District and Head Start will plan and implement transition services for children with an IEP who are transitioning to kindergarten.
 2. School District and Head Start will collaborate with parents to ensure the appropriate steps are taken to support the child and his or her family as they transition out of Head Start or preschool.
- l. Protecting Personally Identifiable Information
 - i. Head Start and School District have reviewed this MOA with respect to the exchange of Personally Identifiable Information ("PII"). Head Start and School District shall:
 1. Collaborate to share student information, as well as to report student and program data to state and federal agencies, in a manner that meets, where appropriate, the Family Educational

Rights and Privacy Act (FERPA), 42 U.S.C. § 1232g, the Head Start Program Performance Standards, Part 1303, Subpart C, Protections for the Privacy of Child Records, and the confidentiality provisions of IDEA, 34 C.F.R. §§ 300.610 – 300.626 and 34 C.F.R. §§ 303.401 – 303.417.

2. Maintain appropriate safeguards to protect PII, including providing appropriate training for all individuals who receive PII.
- ii. School District will notify Head Start of any unauthorized disclosure of the PII of a child enrolled in Head Start no later than twenty-four hours following discovery of such unauthorized disclosure. Likewise, Head Start will notify School District of any unauthorized disclosure of the PII of a child enrolled in Head Start or preschool no later than twenty-four hours following discovery of such unauthorized disclosure.

m. Other elements mutually agreed to by the Parties. (specify)

- i. _____
- ii. _____
- iii. _____

VI. Term of Agreement

The term of this MOA will begin on July 1, 2019 (Beginning Date) and shall terminate on June 30, 2020 (Ending Date). This MOA may be amended during this term by mutual written consent of Head Start and School District.

VII. Signatures

The Parties intend to achieve the terms of this MOA and maintain a meaningful partnership to promote school readiness so eligible families are served in a coordinated, high quality system. The Parties agree to plan and implement strategies based on practice and research that have proven to support children's school success. The Parties agree to coordinate recruitment and enrollment so that each child and family is served in the best setting and programs cooperate to maximize community resources.

For the Head Start Grantee:

Head Start Director

Kim Fithian

Name

Head Start Director

Title

Kim Fithian

Signature

5-14-19

Date

Head Start Grantee Executive Director/Authorized Representative

Leon Mooneyhan, PhD
Name
Chief Executive Officer
Title
Leon Mooneyhan
Signature
5-14-19
Date

For the School District:

Early Childhood Program Director

Todd Russell
Name
Director of Special Education
Title

Signature

Date

Superintendent of Schools / Agency Executive Director

Chuck Adams
Name
Superintendent
Title

Signature

Date

OVEC HEAD START/EARLY HEAD START
AND
SPENCER COUNTY PUBLIC SCHOOLS

Full Utilization Agreement
Enrollment Selection Priority Addendum

2019-2020

* Note – Please be advised that Head Start in the following plan will refer to all OVEC Head Start and Early Head Start programs, unless otherwise noted.

Eligibility, Recruitment, Selection, Enrollment, Attendance

Eligibility

Head Start eligibility is based on age, income and area served. OVEC Head Start programs determine eligibility at the time of application. All documents examined to determine eligibility are maintained as part of the eligibility determination record as required by Head Start Program Performance Standards (HSPPS).

Age eligibility: Age eligibility is verified by examining documents such as birth certificates, immunization records, immigration paperwork or passports. The program does not require age verification documents to be collected by staff if doing creates a barrier to the child's enrollment into the program, e.g. a certified birth certificate is NOT required for Head Start enrollment. HSPPS state that a Head Start child must be at least 3 years of age or turn three years old by the date used to determine eligibility for public school to be age eligible for Head Start. Children who turn three after the school cut-off date can be served after their third birthday only if there are no income eligible and age eligible children on the waiting list for their community. Likewise HSPPS state that, except when a child is transitioning to Head Start, a child must be an infant or toddler younger than 3 years old to be eligible for Early Head Start. Communities offering 0-5 programming, through both Early Head Start and Head Start options will have some flexibility in determining placement and transition of children in order to best serve their individual development and social/emotional needs.

Categorical eligibility is granted, according to HSPPS and the Head Start Reauthorization Act of 2007, to children in foster care and children from families experiencing homelessness (according to the definition in the McKinney-Vento Homeless Assistance Act, 42 U.S.C.11434a(2)). Children who have been placed by the courts in the TEMPORARY care of relatives (in lieu of being placed in foster care) also meet the HSPPS definition for foster care. Families who meet the categorical eligibility requirements do not have to meet income guidelines. Verification is needed that they meet the categorical eligibility requirements.

Income eligibility: A child is income eligible if the family income is equal to or below the HHS Federal Poverty Guidelines or the family is eligible for public assistance (TANF or SSI). If a family is eligible for public assistance, verification is needed of the TANF or SSI benefits the family receives. In the state of Kentucky, TANF funds both the KTAP and Kentucky Works programs. In all other cases, a family's total gross income for the last 12 months or the last calendar year is used to determine income eligibility, whichever is a more accurate reflection of the family at the time of application. Income is verified according to HSPPS and staff work with families to obtain the needed documentation. If a family can demonstrate a significant change in income from the last 12 months or last calendar year's income, staff may consider current family circumstances to determine eligibility.

Eligibility duration: If a child is determined eligible and is participating in the Early Head Start program, the child will maintain that status until he/she ages out of Early Head Start.

If a child is determined eligible and is participating in a Head Start program, he or she will remain eligible through the end of the succeeding program year. If the child is enrolled in Head Start after his or her third birthday but was not three by the school cut-off date and returns for a third year of Head Start programming, a new application must be completed and income eligibility must be re-verified. If a child is dis-enrolled from either program, regardless of reason, for any length of time, a new application must be completed and income re-verified to be considered for re-enrollment.

Children transitioning from a OVEC Early Head Start Child Care Partnership placement or from Early Head Start into a Head Start placement must fill out a new application and re-verify income eligibility. Applicants that were not selected during the program year and remained on the waiting list and are still age eligible for Head Start services, must fill out a new application and renew income eligibility for the following program year. Early Head Start applications not selected for enrollment are valid for the program year for which they were originally taken. A new application is needed and income must be re-verified for the succeeding program year.

In accordance with the Head Start Reauthorization Act of 2007, families with income between 101% and 130% of the federal poverty guidelines may be serviced, not exceeding 35% of enrollment opportunities. These applications are selected only after all age and income eligible families have been enrolled in order to maintain full program enrollment.

Over Income Placements: At minimum, 90% of the families enrolled in the Early Head Start and Head Start programs must be categorically or income eligible according to Head Start Performance Standards. Programs may have up to 10% of their funded enrollment be over income placements. These limited numbers of slots are filled on an individual basis based on need and allow the program to provide services to children with diagnosed disabilities, children affected by special circumstances and children referred by community partners. In some communities, over income applicants may be accepted if there are no income or age eligible children on the waiting list, enrollment slots are still available and the program still has not reached the 10% limit for the program year.

If a family is determined to be over income at the time of application but has a significant change in family income or circumstance during the program year, eligibility can be re-determined based on verification of the new circumstance and/or income.

Violations of eligibility determination regulations: OVEC Head Start staff who intentionally violate Federal and program eligibility determination regulations will be subject to action as outlined in the agency's Personnel Policies Handbook. The handbook states that "Falsifying information supplied to OVEC including information on application forms" and "dishonesty, neglect of duty, incompetence, inefficiency or insubordination" may result in "disciplinary action, including dismissal".

Families or program participants intentionally providing or attempting to provide false information used to determine program eligibility may be subject to actions affecting their family's participation in the program.

Recruitment

Recruitment is ongoing throughout the program year. Recruitment information is distributed throughout the community via flyers, mailings, attending community meetings and events, public school registrations, newspapers, public announcements, canvassing of neighborhoods, and word-of-mouth. Applications are taken at scheduled registration sites, office appointments, and home visits to best meet the needs of families. Annual Screening Days jointly planned by the School District Preschool staff and the OVEC Preschool Disabilities Consultants are of tremendous recruitment value to both the Preschool and Head Start programs. Each year, recruitment focuses in the communities within our designated service area with the greatest need as identified by the program's Community Assessment and to reflect program changes. Our designated Head Start service areas include the counties of Bullitt, Gallatin, Henry, Oldham, Owen, Shelby, Spencer and Trimble counties. This year's Early Head Start recruitment efforts will include the counties of Bullitt, Gallatin, Henry and Shelby Counties and will additionally be focused in the counties of Franklin, Jefferson, Owen and Spencer as we build awareness of new Early Head Start Child Care Partnership programming in those communities.

Recruitment of children with disabilities is done according to the Disabilities Procedural Outline developed by OVEC Head Start's Preschool Disability Consultants and the local school districts. The Preschool Disabilities Consultants, local school district personnel, Family Services staff and Data Analyst Team Manager work closely together to meet the 10% disability requirement.

Selection

Selection is the formal process for considering all eligible applicants and selecting children and their families into the program. Head Start requires that programs select children and families who have the greatest need based on selection criteria. Each

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program creates selection criteria based on the needs of the community they serve using information from their community assessment, PIR and other demographic information.

The OVEC Head Start selection criteria are separated into 2 groups: priority selection and weighted need selection. Children and families meeting the priority selection criteria will be selected for services immediately, if openings are available, or go to the top of the waiting list if there are no current openings. It is the responsibility of the Data Analyst Team Manager to monitor enrollment at all centers to determine when a vacancy exists, and to fill vacancies from the center waiting list within 30 days.

Priority Selections:

- Income/Categorical eligible applicants with a documented disability (IEP or IFSP in place)
- Children/Families who receive Public Assistance (TANF or SSI only)
- Children in Foster Care
- Homeless children and families (as defined by McKinney-Vento)
- Income eligible transfers from another Head Start program with documentation
- Income eligible EHS participant transitioning into Head Start
- Expecting Teen Mom

OVEC Head Start reserves the right to **not** select a priority applicant, if alternative and appropriate area services are available and will better serve the applicant and his/her family. Staff will refer applicants to appropriate services and may assist families in obtaining access to those services.

Weighted Need Selection:

The weighted needs selection criteria incorporate the child's age, family income and needs assessment based on specifications within the grant as well as the needs of the community as identified by the program's Community Assessment. These criteria are modified yearly, as needed, and any changes are presented to the Policy Council annually for input and approval.

In our Early Head Start programs, the youngest applicants (birth to 12 months) will have priority over applicants nearing their 3rd birthday. Likewise in our Head Start program, children who are 3 years old by the school cut-off date will have priority over children who are 4 years old by that date, per our full utilization agreements with KERA preschool school districts. This allows the program to insure children are prepared for the upcoming transition to the LEA's Preschool program at age 4. In the event, a Head Start child is denied acceptance to preschool, OVEC Head Start will work with family to keep child enrolled in Head Start a second year. This will ensure that child has continuous services until he/she is able to transition to kindergarten.

Priority for applicants whose families earn income in the lowest poverty level ranges is given per HSPPS. Applicants living with guardians other than their biological parents are given priority over those stemming from single-parent or two parent homes. Applicants with diagnosed or suspected disabilities as determined by the OVEC Head Start Preschool Disabilities Consultants also receive additional points over a child with no disabilities. Last but not least, additional risk factors are considered for each applicant. These can include those with a social service referral, documented case of abuse/neglect, family crisis – incarceration, recent death or terminal illness of parent/guardian, age of applicant's parent (teen parent), and current/past participation in HS/EHS program. Families with multiple risk factors would receive priority over those families with just one risk factor.

For Early Head Start/Head Start classrooms with wrap around childcare, priority is given for working parents and/or parents who are in school/training per our OHS Early Head Start grant award and HSPPS.

Our Early Head Start Child Care Partnership classrooms additionally give priority to those families who participate in the state childcare subsidy program per requirement of the grant award.

Our Early Head Start Prenatal Program has primarily served expecting teen mothers as a result of findings from our Community Assessment and collaborative partnerships with local high schools. Priority for applicants whose families earn income in the lowest poverty level ranges is given per HSPPS. Expecting mothers in their first trimester are given priority over those in their third trimester. Last but not least,

additional risk factors are considered for each applicant. These can include those with a social service referral, documented case of abuse/neglect, family crisis – incarceration, recent death or terminal illness of parent/guardian, inadequate prenatal care, high risk pregnancy, or alcohol/substance abuse issues. Families with multiple risk factors would receive priority over those families with just one risk factor.

Selections for school year programming:

Once the current school year ends, staff begins to review applications for the following program year. Initial acceptances are made following the priority and weighted selection criteria described above. Selection and acceptances continue throughout the summer to allow consideration of new applications received with high levels of need. All vacancies are filled before the beginning of the new school year.

The waiting list is updated throughout the year with ongoing recruitment and new applications. Openings are filled during the program year according to the priority and weighted selection criteria.

Selections for classrooms with wrap around childcare:

Applicants applying for Head Start services with wrap around childcare are kept on separate waiting lists at the centers that provide that program option. Waiting lists are accessed as openings occur. Applications are ranked according to need, according to the priority and weighted selection criteria. Vacancies are filled as soon as possible and within 30 days using the selection criteria.

Enrollment

Enrollment is the official acceptance of a family by a Head Start program and the completion of all procedures necessary for a child and family to begin receiving services.

When accepted, the participant receives a welcome letter with information about the start of the program year and any necessary health requirements. The participant is also given program contact information in case they have any additional questions.

Some communities have health screening days during the summer, where incoming children have required health screenings completed and families begin the enrollment process by completing health and nutrition paperwork. If a child has a health condition which requires obtaining signatures or information from their physician, staff works to complete these before the start of school to avoid any delay in the child's entry into the program.

Prior to the school year start date, the participant is contacted by classroom staff to schedule an initial home visit to complete all necessary enrollment paperwork and to start the process of building a relationship with the child and family and plan for the child's transition into the program.

Per HSPPS, OVEC Head Start programs must maintain funded enrollment levels. Vacancies are filled as soon as possible according to the priority and weighted selection criteria as openings occur. The Data Analyst Team Manager reports enrollment levels monthly to the Office of Head Start.

Community Partnership

From the parent's point of view, the most crucial element of interagency cooperation is the transitioning of children into Early Head Start from birth-three programs and into public schools from the Head Start/Early Head Start agency. Therefore, a major thrust of collaborative agreements with the LEAs and First Steps (zero-to-three provider), is to develop joint transition plans which facilitate sharing of records, continuity of curriculum, communication (including face to face meetings of parents, children and providers), joint training and appropriate placement.

Although the OVEC program has been a team player in the community for many years, we continue to collaborate with community service providers in order to better meet the needs of its families and to comply with provisions of the 2016 Head Start Program Performance Standards. OVEC has collaborative agreements with Local

Educational Agencies (LEAs), the Department for Community Based Services, the county Health Departments, First Steps, mental health specialists, nutrition specialists, private physicians and dentists, and a host of others to provide seamless, efficient services to children and families.

Such agreements include provisions for mutual referral, sharing of information/resources, service priority and confidentiality. Whenever possible, duplication is avoided by sharing of intake information. Contact persons and responsibilities of each partner, including the parent, will be clearly spelled out in such agreements.

Transfer of Records

Informed consent of the parents for transfer of records to the LEA is obtained during the Head Start enrollment process via the Parent/Guardian Permission Form. HSPPS do NOT require Head Start programs to collect copies of certified birth certificates or social security cards for enrollment. As certified birth certificates are a requirement for preschool programs, Head Start Family Service staff will work with families to help them obtain a certified birth certificate prior to completion of the preschool application. No more than 30 days after the end of the program year, copies of the documents listed below will be delivered by the Head Start Family Service staff to the assigned school district personnel for each child who has been accepted into the LEA's Preschool program the following year.

- Copy of Certified Birth Certificate (if available)
- Copy of Most Recent Physical Form
- Copy of Most Recent Dental Exam
- Copy of Most Recent Vision Exam
- Copy of Most Recent Immunization Form
- Developmental Screening (Profile Sheet only)
- Individual Health Plan (if applicable)
- IFSP/IEP documentation of parent permissions
- Custodial/Guardianship Paperwork (if applicable)

Other areas of agreement:	Other areas of agreement:
<u>Spencer County Public Schools:</u> ▪ Transportation, including buses and monitors for Head Start children. ▪ Site for placement of Head Start Mobile unit as in-kind. ▪ Special Education services for Head Start children with special needs. ▪ Meals reimbursed by USDA for Head Start children. ▪ Staff to assist joint preschool/Head Start screening of children. ▪ Coordination of pre-referrals for 3-year-old children. ▪ Mow and maintain the playground equipment and grounds during the school year and summer months. ▪ The Head Start classroom will be using a classroom and at Taylorsville Elementary School. ▪ The district will enter Head Start children into Infinite Campus. ▪ Right to Audit Clause. ▪ Non-Discrimination Policy ▪ Acceptable use of Agency Property. ▪ Amendment/Term Clause ▪ Termination of Material Breach.	<u>OVEC Head Start</u> ▪ Provides all staff related to Head Start/Early Head Start services. ▪ Provides \$265.00 per child, per year for all Head Start children transported. ▪ OVEC will reimburse the cost of one bus monitor for the AM and PM route daily. (Not to exceed 3 hours daily Monday-Thursday). Spencer County Public Schools will invoice OVEC in May for reimbursement, amount to agree with SCPS salary schedule. (no fringe). ▪ Provides Preschool & Disabilities Consultant. ▪ Provides staff to assist joint Preschool/Head Start screening of children ▪ Provides medical and dental services, family support services and parent activities for all Head Start/Early Head Start children and families as required by Head Start Performance Standards. ▪ Provides cost of telephone services in Head Start/Early Head Start classrooms and office spaces. ▪ A staff member will supply the appropriate district personnel with Head Start enrollment data. ▪ Will work with the School District to provide a playground. ▪ Provides a mobile unit for Head Start services. ▪ Claims the following district services in part or in whole as non-federal share: transportation, utilities, and custodial care. ▪ Amendment/Termination Clause. ▪ Termination of Material Breach.

8.14 AMENDMENT/TERMINATION CLAUSE In the event that federal or state laws or other regulations, including funding requirements, are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement, then the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, incurred up to the date of termination.	8.14 AMENDMENT/TERMINATION CLAUSE In the event that federal or state laws or other regulations, including funding requirements, are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement, then the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, incurred up to the date of termination.
8.15 TERMINATION FOR MATERIAL BREACH Without limiting either Party's ability to terminate in accordance with other provisions of this Agreement, in the event of either Party's material breach of this Agreement, which is not cured within thirty (30) business days following receipt of written notice of such breach, the non-breaching Party will have the right to terminate this Agreement in whole <u>or in part</u> by giving a notice of termination effective ten (10) business days following receipt of notice of termination.	
8.16 NON-DISCRIMINATION POLICY The district will not discriminate against any employee or applicant because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the district.	
8.17 RIGHT TO AUDIT CLAUSE The district shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials relating to or pertaining to this Agreement kept by or under the control of the district, including, but not limited to those kept by the district, its employees, agents, assigns, successors, and subcontractors. The district shall at any time requested by the Head Start program, whether during or after completion of this Agreement, and at the district's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Head Start program. Such records shall be made available to the Head Start program during normal business hours at a mutually agreed upon location and subject to a three-day written notice.	
8.18 ACCEPTABLE USE OF AGENCY PROPERTY Use of the Head Start program's property, including computers and electronic systems, is for program and business activities related to the performance of this Agreement. These resources shall be used in an honest, ethical and legal manner that conforms to applicable license agreements, contracts and policies regarding their intended use. The copying or use of the program's intellectual property for personal use or benefit during or after the period of this Agreement is prohibited unless approved in advance by the Head Start director.	