

**Memorandum of Agreement
Between
Marion County Board of Education
And
Central Kentucky Head Start**

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

Special Education

Whereas, the "First Party" is responsible for serving the needs of children with disabilities, 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 Marion 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.

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

- **Confidentiality**

Both parties are subject to the confidentiality provisions under the Family Educational Rights and Privacy Act (FERPA). If a child is referred to, or found eligible for services under IDEA, then a program must comply with the applicable confidentiality provisions in Part B of IDEA to protect the personally identifiable information (PII) in records of those children.

- **Recruitment**

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 ensure 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 DIAL IV screening instrument will be used to screen motor, concepts, articulation and language, as well as social and self-help skills.

MAICO ERO SCAN Audiometers will be used to screen hearing.

Welch Allyn Spot machine will be used to screen vision.

If articulation screening results are questionable, the school district speech therapist will check the child and the screening results and make recommendations

- Referrals/KSI/RTI

Head Start staff will share information on each child, who's DIAL IV 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 and School District staff) will then meet to develop research based interventions to address areas of concern. The KSI committee will meet 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 interventions 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 kindergarten. Copies of these documents will be given to "Both Parties" at 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 Special Needs Collaborators, Family Advocates, and/or other Head Start personnel will assist the child's family through the special education process.

Both parties will ensure the individualized needs of children with disabilities, including but not limited to those eligible for services under IDEA, are being met and all children have access to and can fully participate in the full range of activities and services.

Modification to the environment, multiple and varied formats for instruction, and individualized accommodations and supports as necessary will be made to support the full participation of children with disabilities.

Both parties will ensure that all individuals with disabilities are protected from discrimination under and provided with all services and program modifications required by section 504 of the rehabilitation ACT, the Americans with Disabilities Act, and their implementing regulations.

Both parties will collaborate with parents of children with disabilities, including but not limited to children eligible for services under IDEA, to ensure the needs of their children are being met, including support to help parents become advocates for services that meet their children's needs and information and skills to help parents understand their child's disability and how to best support the child's development.

Both parties will assist parents to access services and resources for their family, including securing adaptive equipment and devices and supports available through a child's health insurance or other entities, creating linkages to family support programs, and helping parents establish eligibility for additional support program, as needed and practicable.

Both parties will help the parents:

1. Understand the referral, evaluation, and service timelines required under IDEA;
2. Actively participate in the eligibility process and IEP development process with the local agency responsible for implementing IDEA, including by informing parents of their rights;
3. Understand the purposes and results of evaluations and services provided under an IEP; and,
4. Ensure their children's needs are accurately identified in, and addressed through the IEP.

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

- Transition

Head Start collaborates with the parents, and the local agency responsible for implementing the Individuals with Disabilities Act (IDEA), to support the child and family as they transition to a new setting.

A transition meeting is held for each child diagnosed as Developmentally Delayed. The parent, ARC Chairperson, Head Start Special Needs Collaborator, Head Start Teacher, Kindergarten Special Education Teacher, Preschool and Kindergarten Therapist as appropriate will attend the meeting.

First Steps will conduct a transition meeting for each child with an Individual Family Service Plan. The parent, First Steps, Early Head Start Teacher, Preschool and/or Head Start representative will attend the meeting. The parents will ask First Steps to invite the program(s) they are interested in their child attending. The early intervention team representatives will meet to discuss various services and options for which the child may be eligible. With parent consent, the child will be evaluated by the Local Education Agency to determine if an Individual Education Plan is appropriate.

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.

Health

- Transition

Head Start staff will transfer health records of children transitioning to Kindergarten to the local Board of Education or school prior to kindergarten registration.

Head Start staff will transfer health records to the parents if a child is leaving the school district.

Education

- Transition

The Head Start Education Manager will meet with the Preschool Director to set up transition meetings between Head Start Teachers, Kindergarten Teachers, and Guidance Counselors.

Head Start will collaborate with the LEA for specialized kindergarten events.

Head Start staff will complete an Individual Transition Plan on each child transitioning from Early Head Start to Head Start, Early Head Start to Preschool, and Head Start to Kindergarten.

PERIOD OF AGREEMENT

This agreement will be approved annually by the Head Start Board of Directors and Head Start Policy Council at the May or June Meeting. This agreement will be approved annually by the Board of Education.

The terms of this agreement are in effect from August 1, 2019 until July 31, 2020.

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 June 19th, 2019.

This agreement has been approved by the Head Start Board as recorded in the minutes of the meeting held on May 15th, 2019.

Marion County Schools, Superintendent

Date

Pamela G. Amud
Central Kentucky Head Start, Director

6/19/19
Date