

Local Head Start Memorandum of Agreement

This agreement is between Family & Children's Place, Inc, a Kentucky non-profit corporation and grantee under the Head Start Program administered by the U.S. Department of Health & Human Services ("Grantee") and the Jefferson County Public School District ("School District") to coordinate services to eligible children through federal Head Start programs (the "Program") and state Preschool programs.

I. Purpose of Agreement

This Memorandum of Agreement ("MOA") sets out the terms by which the Grantee 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 Grantee and School District as required by 45 CFR 1302.53 and 45 CFR 1302.63.

II. Authority

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

Grantee 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 Grantee 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 Program is fully utilized (*KRS 157.3175*);

Now, therefore, it is mutually agreed by Grantee 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

Grantee 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 Grantee and School District, including specific roles and responsibilities to ensure a coordinated service system;
- f. To ensure effective, two-way communication between Grantee 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 Grantee 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 Grantee with ensuring at least ten (10) percent of enrolled children are eligible for services under IDEA.

V. Joint Roles and Responsibilities

Grantee 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. Grantee 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. Grantee 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 Program or the School District preschool program
 - i. Grantee and School District agree to coordinate to provide community/public information dissemination and resource development to support and improve school readiness.
 - ii. Grantee and School District agree to engage in ongoing communication between Grantee 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. Grantee 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 **ten** four-year-olds will enroll in the Program 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 the Program must be met on the first day of instruction.
 - 4. Both parties will confirm the number of four-year-olds enrolled in the Program 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 Grantee 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.
 - iv. School District and Grantee 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. Grantee 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. Grantee and School District will collaborate to ensure that (1) relevant records are transferred to the child's next placement, (2) communication between Grantee staff and their counterparts in school fosters the continuity of learning and development, and (3) Grantee and kindergarten teachers participate in joint training and professional development activities.
- j. Provision and use of other program elements.
 - i. Grantee and School District will:
 - 1. Provide joint parent activities, education and involvement, as feasible and appropriate.
 - 2. Exchange information on children's service provision, as feasible and appropriate.
 - ii. The School District may also provide additional financial and programmatic support to Grantee as appropriate and feasible. This support may be in the provision of free or reduced cost services. This provision is intended to support Grantee with meeting non-federal match requirements.
- k. Serving children with disabilities
 - i. Referrals and Evaluations.
 - 1. Grantee 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. Grantee and School District will collaborate to develop and implement an eligible child's IFSP or IEP, including but not limited to inviting a Grantee representative to Admission and Release Committee meetings as appropriate.
 - ii. Service Coordination.
 - 1. Grantee 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 Grantee.
 - 3. Grantee 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 Grantee will collaborate to ensure that services are provided in a child's regular Program or preschool classroom to the greatest extent possible.
 - iv. Transition.
 1. School District and Grantee will plan and implement transition services for children with an IEP who are transitioning to kindergarten.
 2. School District and Grantee 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.
- I. Protecting Personally Identifiable Information
 - i. Family and Children's Place and JCPS have reviewed this MOA with respect to the exchange of Personally Identifiable Information ("PII"). Head Start and JCPS 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. If the performance of this Agreement involves the transfer by JCPS to Family and Children's Place Head Start of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), Family and Children's Place Head Start agrees to:
 - i. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
 - ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Family and Children's Place and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors,

volunteers, or agents who are necessary for the fulfillment of this Agreement.

- iii. Require all employees, contractors, volunteers, and agents of Family and Children's Place to comply with all applicable provisions of FERPA with respect to any such data. Family and Children's Place shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- iv. .Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Family and Children's Place shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
- v. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Family and Children's Place necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Family and Children's Place for the purposes of this Agreement. Family and Children's Place will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- vii. JCPS retains the right to audit Family and Children's Place's compliance with the confidentiality requirements of this provision.

3. Maintain appropriate safeguards to protect PII, including providing appropriate training for all individuals who receive PII.
 - i. JCPS will notify Family and Children's Place 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, Family and Children's Place Head Start will notify JCPS 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.

VI. Term of Agreement

The term of this MOA will begin on September 2, 2020 and shall terminate on September 1, 2021. This MOA may be amended during this term by mutual written consent of Grantee and School District. If, prior to the Ending Date, Grantee ceases administering the Program for any reason, then either party may terminate this Agreement upon 30 days written notice.

VII. Nondiscrimination

Family & Children's Place shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. 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.

Unless waived in writing by JCPS, Family and Children's Place shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Family and Children's Place shall furnish to JCPS certificates of insurance evidencing this coverage and naming the Board as an additional

insured. Additionally, Family and Childrens Place shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Family and Children's Place shall furnish certificates of insurance evidencing this coverage to JCPS.

For the Grantee:

Director of Grantee's Head Start Program

Vaughn M. Nebbitt

VP of Early Childhood Services



Signature

08/10/2020

Date

Executive Director/Authorized Representative

Pam Darnall

CEO



Signature

8 / 10 / 2020

Date

For the School District:

Early Childhood Program Director

Rina Gratz

Executive Director Early Childhood Programs

Signature

Date

Superintendent of Schools / Agency Executive Director

Dr. Marty Pollio

Superintendent Jefferson County Public Schools

Signature

Date

Addendum

Community Coordinated Child Care, Inc., a Kentucky nonprofit corporation (“4-C”) hereby acknowledges and agrees that has read the Local Head Start Memorandum of Agreement (the “MOA”), dated September 2, 2020 between Family & Children’s Place, Inc. (“Grantee”) and Jefferson County Public Schools. 4-C further acknowledges and agrees that, as a service provider to Grantee, 4-C approves of the terms of the MOA and agrees to assist Grantee with Grantee’s performance thereunder.

Community Coordinated Child Care, Inc.

Cori Gadansky

Executive Director

Cori Gadansky

Signature

8/10/2020

Date