

**MEMORANDUM OF AGREEMENT
BETWEEN JEFFERSON COUNTY PUBLIC SCHOOLS
and the OHIO VALLEY EDUCATIONAL COOPERATIVE**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into this 2nd day of September, 2020 by and between Jefferson County Public Schools (“JCPS”), with its principal headquarters located in Louisville, Kentucky, and the Ohio Valley Educational Cooperative (“OVEC”), with its principal headquarters located in Shelbyville, Kentucky.

1. Purpose of the Agreement

This Memorandum of Agreement (“MOA”) sets out the terms by which the Head Start program and JCPS 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 JCPS as required by 45 CFR 1302.53 and 45 CFR 1302.63.

2. Authority

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

Whereas, OVEC must work to develop an interagency agreement with JCPS 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

Whereas, JCPS must work with OVEC 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

Whereas, JCPS must achieve certification with OVEC Head Start director that the Head Start program is fully utilized (KRS 157.3175);

Now, therefore, it is mutually agreed by OVEC and JCPS to enter into this MOA.

3. 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.

4. Goals of Collaboration

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

5. Joint Roles and Responsibilities

OVEC and JCPS 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 summary of roles and responsibilities is included in Attachment A (“Summary of Roles and Responsibilities”).

a. Educational activities, curricular objectives, and instruction

i. OVEC Head Start and JCPS agree to implement research-based curricula aligned to applicable program standards such as the Head Start Child Outcomes Framework, the Head Start Program Performance Standards, and the Kentucky Early Childhood Standards.

ii. OVEC Head Start and JCPS 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 OVEC Head Start program or JCPS preschool program

i. OVEC Head Start and JCPS agree to coordinate to provide community/public information dissemination and resource development to support and improve school readiness.

ii. OVEC Head Start and JCPS agree to engage in ongoing communication between Head Start staff and JCPS 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. OVEC Head Start and JCPS 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. Attachment C (“Full Utilization Agreement, Enrollment Selection Priority Addendum) sets forth OVEC’s Head Start/Early Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance policies for the 2020-2021 program year.

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 twenty (20) 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,

ii. Coordination and collaboration between OVEC Head Start and JCPS will target the participation of underserved populations of eligible children.

iii. Enrollment priorities will include homeless children, children in foster care, and children with limited English proficiency. In the case of children with limited English proficiency, their parents will also be informed 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.

JCPS and OVEC 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 them and collaborating with childcare 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. OVEC and JCPS 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. OVEC and JCPS 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 program elements.

i. OVEC and JCPS 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.

k. Serving children with disabilities

i. Referrals and Evaluations.

1. OVEC Head Start will refer children, as appropriate, to JCPS 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. OVEC Head Start and JCPS 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. OVEC Head Start and JCPS will jointly recruit and enroll eligible children with disabilities.
2. With parental consent, JCPS will provide a copy of the IEP to Head Start.
3. OVEC Head Start and JCPS 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. JCPS will review and revise, as appropriate, the IFSP or IEP for each child no less than annually.
5. JCPS is not responsible for providing disability services to Head Start children whose guardian(s) decline services.

iii. Least Restrictive Environment. JCPS and OVEC 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. JCPS and OVEC Head Start will plan and implement transition services for children with an IEP who are transitioning to kindergarten.
2. JCPS and OVEC 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.

V. Collaboration Plan. Attachment B (“JCPS/OVEC Collaboration Plan for Serving Students with Disabilities”) includes procedures both entities will use in serving Head Start children with disabilities.

I. Protecting Personally Identifiable Information

i. OVEC Head Start 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 OVEC 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”), OVEC 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 OTHER PARTY 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 OTHER PARTY to comply with all applicable provisions of FERPA with respect to any such data. OTHER PARTY 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. OTHER PARTY 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 OTHER PARTY 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 OTHER PARTY for the purposes of this Agreement. OTHER PARTY will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 - vii. JCPS retains the right to audit OTHER PARTY'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 OVEC 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, OVEC 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.

m. Other elements mutually agreed to by the Parties: JCPS and OVEC may enter into additional written agreements for services not specified in this agreement.

6. Term of Agreement

The term of this MOA shall 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 Head Start and JCPS.

7. Nondiscrimination

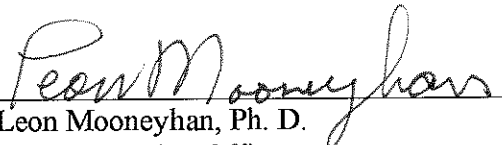
OVEC Head Start shall not discriminate on the basis of race, color, national origin, age, religion, sex, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions in employment, educational programs or activities. in employment, educational programs or activities.

8. 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, OVEC 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. OVEC shall furnish to JCPS certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, OVEC shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. OVEC shall furnish certificates of insurance evidencing this coverage to JCPS.

Ohio Valley Educational Cooperative


Leon Mooneyhan, Ph. D.
Chief Executive Officer

Date

8-3-2020

Jefferson County Public Schools

Martin Pollio, Ed. D.
Superintendent

Date

Attachment A
Summary of Roles and Responsibilities

<p>Jefferson County Public Schools:</p> <ul style="list-style-type: none">● Provides services for Head Start children with special needs at Beecher Terrace Head Start (1219 West Jefferson Street, Suites 104-105, Louisville, KY 40203), Burnett Head Start (1018 East Burnett Avenue, Louisville, KY 40217), Fairdale Head Start (903 Fairdale Road, Louisville, KY 40118), Newburg Head Start (1818 Rangeland Road, Louisville, KY 40219), Pleasure Ridge Park Head Start (7304 Dixie Highway, Louisville, KY 40258), and up to two additional sites to be determined.● Provides staff to assist joint Preschool/Head Start disability and developmental screening of children.● Right to Audit Clause (attached)● Non-Discrimination Policy (attached)● Acceptable Use of Agency Property (attached)● Amendment/Termination Clause (attached)● Termination of Material Breach (attached)	<p>OVEC Head Start:</p> <ul style="list-style-type: none">● Provides all staff related to Head Start/Early Head Start services.● Provides Preschool and Disabilities Consultant.● Provides staff to assist joint Preschool/Head Start screening.● Provides medical and dental services, family support services and parent activities for all Head Start/Early Head Start children as required by Head Start Program Performance Standards.● Provides Head Start enrollment data to the appropriate district personnel.● Right to Audit Clause (attached)● Non-Discrimination Policy (attached)● Acceptable Use of Agency Property (attached)● Amendment/Termination Clause (attached)● Termination of Material Breach (attached)
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8.14 AMENDMENT/TERMINATION CLAUSE	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.	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 <i>or in part</i> 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.	

Attachment B

JCPS/OVEC Collaboration Plan for Serving Students with Disabilities
JCPS and OVEC Head Start Program agree to coordinate services to children with disabilities

<u>Topic</u>	<u>Jefferson County Public Schools</u>	<u>OVEC Head Start</u>
Child Find Efforts	<p>JCPS will include Head Start in the local Child Find effort</p> <ul style="list-style-type: none"> ● JCPS will assist Head Start in screening Head Start children. ● JCPS will provide a speech-language pathologist to complete the Communication Screener, upon request (Contact JCPS Communication Disorders Office at 485-3254 to schedule). ● Communication screening will take place at the Head Start location. ● The JCPS speech-language pathologist will review communication screening results with OVEC staff. ● JCPS will assist OVEC with referral completion, as requested. ● JCPS will provide notice to the parent of the child's right to services under IDEA. 	<p>Head Start will participate in the district's Child Find Effort under IDEA</p> <ul style="list-style-type: none"> ● OVEC will complete screenings in the following areas: <ul style="list-style-type: none"> ■ Developmental ■ Vision ■ Hearing ● OVEC will review screening results with families and provide follow-up support for failed hearing or vision screenings. ● OVEC will develop and implement research based interventions. ● OVEC will conduct a re-screening, if necessary. ● OVEC will receive written parental consent to initiate referral to JCPS. ● OVEC will assist with distributing notices to parents of the child's right to services under IDEA.
Referrals and Evaluations	<p>JCPS will work with Head Start regarding Admissions and Release Committee (ARC) and evaluation process</p> <ul style="list-style-type: none"> ● Referrals of Head Start children will be accepted by JCPS Diagnostic Center (Diagnostic Center-485-3979). ● JCPS will include the OVEC Disability Consultant and teacher in the ARC Meeting. ● JCPS will contact and work with parent and Head Start representatives. 	<p>Head Start will work with JCPS regarding ARC and evaluation process for HS Children</p> <ul style="list-style-type: none"> ● Referrals of Head Start students will be made by the designated OVEC contact person. ● OVEC will coordinate with the State-Funded Preschool program to deliver and document prior adequate instruction as a part of the referral process. ● OVEC will use a district referral form.

	<ul style="list-style-type: none"> ● JCPS will coordinate ARC meeting times and places with HS and parents to facilitate active participation. ● If ARC recommends a full evaluation for a Head Start student, the evaluation will take place at the JCPS Diagnostic Center. ● JCPS will ensure written parent consent is obtained. ● JCPS will coordinate the eligibility evaluation which will include Head Start data. 	<ul style="list-style-type: none"> ● OVEC will obtain parent consent for the referral. ● OVEC will assist with family communication, explain the ARC process and obtain written consent from parents at required points. ● OVEC will participate in the eligibility evaluation and provide data on child performance. ● Students will continue to be enrolled in OVEC Head Start during evaluation process and eligibility determination.
Service Coordination and Provision of Services	<p>JCPS will share the following special education services and resources at the Head Start facilities</p> <ul style="list-style-type: none"> ● JCPS will provide speech language pathologists for screenings and service delivery. ● JCPS will provide an IECE teacher for ARC meetings. ● JCPS will provide an ARC Chairperson. ● If a Head Start student meets eligibility for Speech Language Impairment, the student will receive special education services in OVEC Head Start. ● Special education services will take place in conjunction with the JCPS school calendar. <p><i>The District recognizes its responsibility to assure the provision of a free and appropriate educational service to eligible children.</i></p>	<p>Head Start will work with JCPS to deliver special education service and resources to Head Start students</p> <ul style="list-style-type: none"> ● The OVEC Disability Consultant will provide support for students, families, and staff within the Head Start Program. ● OVEC will assure the child's classroom teacher will attend the ARCs and provide input on the child's progress.

<p>Transition</p>	<p>JCPS will assist Head Start children with disabilities and their families in transitioning to the primary program</p> <ul style="list-style-type: none"> • IEPs of Head Start children will be in place prior to school entry to assure continuity of services. • JCPS will collaborate on the completion of the Kindergarten transition ARC meetings. • JCPS will provide resource information to OVEC regarding Kindergarten transition initiatives. 	<p>JCPS will assist Head Start children with disabilities and their families in transitioning to the primary program</p> <ul style="list-style-type: none"> • OVEC will ensure parents are informed of Kindergarten transition from preschool beginning at the age 4. • OVEC will include Head Start school staff in home visits prior to transition to primary school. • OVEC will make arrangements and obtain written parent consent to release Head Start records to the school prior to school enrollment. • OVEC will work with the district to have current IEPs updated prior to entry in kindergarten to avoid gaps in services.
<p>Other Areas of Agreement</p>	<p>JCPS will include Head Start Children with disabilities on the IDEA count if criteria are met.</p> <p>Other:</p> <ul style="list-style-type: none"> • JCPS will continue to work cooperatively to meet the needs of the children 	<p>The Head Start program will assist the district in assuring that criteria are met for counting Head Start children on the IDEA count.</p> <p>Other:</p> <ul style="list-style-type: none"> • OVEC will continue to work cooperatively to meet the needs of the children

Attachment C
Full Utilization Agreement
Enrollment Selection Priority Addendum

OVEC JEFFERSON COUNTY
HEAD START/EARLY HEAD START

2020-2021

* 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

1302.12

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 standards.

Age eligibility: Head Start standards state that a 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. 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. 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.

The Head Start standards 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. Age eligibility of children 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 so creates a barrier to the child's enrollment. 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 Head Start Performance Standards 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.C11434a(2)). 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 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 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 the Head Start standards 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 over 30 days, 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. Additionally, children enrolled as over income placements must reapply annually and income must be re-verified for the succeeding program year in order to make sure that families with the highest need are being served. Children enrolled as over-income placements will not automatically roll over to the next program year.

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.

1302.12(m)

Staff Training: All OVEC Head Start staff who complete interviews and applications with families and who determine eligibility will be trained annually on the Head Start standards as well as the program’s policies and procedures regarding eligibility determination and verification. New staff who will be responsible for determining eligibility, will receive training as part of their orientation into the program and within 90 days of hiring. This training will include interview and application completion, definitions of applicable terms as outlined in H.S 1302.12 (m), verification of age, categorical and income eligibility, accurate eligibility record keeping and the consequences of intentionally violating federal and program policies and procedures.

1302.13

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. 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, Jefferson, 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 program Disabilities Plan and through agreements with local school districts. The Preschool Disabilities Consultants, Family Services staff and ERSEA Team 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 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 ERSEA Team to monitor enrollment at all centers to determine when a vacancy exists, and to fill vacancies from the center waiting list.

Priority Selections:

- Income/Categorical eligible applicants with a documented disability (IEP or IFSP in place)
- Public Assistance Children
- Foster children
- 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 preschool at age 4. In the event, a family chooses to keep their income/categorically eligible Head Start child in Head Start as a 4 year old rather than transition on to preschool and/or 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 federal Head Start Performance Standards. 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 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 grant and federal Head Start Performance Standards.

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 Jefferson County Head Start/Early Head Start classrooms also give priority to those families who participate in the state childcare subsidy program per 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 federal Head Start Performance Standards. 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 part-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.

Selections for Early Head Start:

Early Head Start Center-based programs maintain separate waiting lists and select participants according to the priority and weighted selection criteria as openings occur.

We rarely have a waitlist for our Prenatal Program, but in that rare case, that program would maintain a separate waiting list and select participants according to the priority and weighted selection criteria as openings occur.

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.

The program maintains funded enrollment levels. Vacancies are filled as soon as possible according to the priority and weighted selection criteria as openings occur. The ERSEA Team reports enrollment levels monthly to the Office of Head Start. The program may elect not to fill a vacancy when 30 calendar days or less remain in the program's school year.

Attendance

Attendance for center based programs is tracked through the use of the ChildPlus data tracking system. Staff enter children's daily attendance into ChildPlus for tracking purposes. Family Service Staff pull attendance reports monthly and follow up with staff on families with percentages lower than 85%. The ERSEA Team also follows up on attendance as part of the monitoring process and attendance percentages for each center are reviewed at monthly site meetings with all center staff.

Center staff is required to track attendance to maintain a minimum of 85% attendance. Staff must contact families and document reasons for any absences within one hour of start time. Attendance forms are used to accurately track attendance and to assure accurate billing and reimbursement from Kentucky's Childcare Subsidy Program and CACFP. Following Head Start regulations, there are some circumstances when a child is not in attendance in the classroom, but is still counted as attending for tracking purposes. These include when a child is attending special education evaluations/meetings, receiving special education services through an IEP or IFSP and receiving required medical or dental care. Teachers and family service staff encourage regular attendance through

parent education on the value of consistency as it affects child learning and social emotional development. Parents are asked to call the center if children are absent. Direct contact or a home visit is made by staff after two consecutive absences.

Staff works with families to identify and reduce barriers to regular attendance and form partnership agreements to address chronic unexcused absences including signing attendance contracts. If absenteeism rates cannot be improved, and no special conditions are present (i.e. chronic illness), a child may be withdrawn from the program.

The program is committed to working with families to address specific and individual needs which may affect attendance. When a shared custody plan or non-custodial parent visitation schedule is in place, staff will obtain a copy for the child's file and work closely with both parents to insure attendance concerns are addressed while supporting the court orders in place. Decisions on service delivery will be made on a case by case basis.

The program also works with families who experience family emergencies, extended illness or who wish to take time away for extended family visits out of the area. If a family notifies the program the dates the child will be away and gives a specific date of return and the child will be away less than a month, the program will hold the child's spot and document the reasons for the child's absence. If the family does not know the length of the absence, the absence is over a month in length or the family does not return on the scheduled date, the staff will work with the ERSEA Team and Family Services staff to determine next steps.