

Local Head Start Memorandum of Agreement

This agreement is between the Audubon Area Head Start Grantee Program (“Head Start”) and the Hopkins County 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 50 (**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.

1. 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. See attached.
- ii. _____
- iii. _____

VI. Term of Agreement

The term of this MOA will begin on 7/1/2022 (Beginning Date) and shall terminate on 6/30/2023 (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

Jeff Martin

Name

Director

Title

Jeff Martin

Signature

7-11-22

Date

Head Start Grantee Executive Director/Authorized Representative

Robert Jones

Name

CEO

Title

Robert Jones

Signature

7/11/22

Date

For the School District:

Early Childhood Program Director

Name

Title

Signature

Date

Superintendent of Schools / Agency Executive Director

Name

Title

Signature

Date

The following additional items which describe this contracted arrangement are hereby incorporated into the Local Head Start Memorandum of Agreement.	
SCHOOL DISTRICT – Hopkins County	HEAD START – Audubon
8.1 PROJECTED ENROLLMENTS	8.1 PROJECTED ENROLLMENTS
The district will count children with disabilities under the IDEA grant when applicable.	Audubon will serve 87 Head Start children, 50 of which shall be four-year-olds in order to comply with full utilization. 67 children will be placed at Pride Elementary and Jesse Stuart Elementary with 20 children placed at Hopkins County Child Development Center in Madisonville.
8.2 PERSONNEL	8.2 PERSONNEL
District will employ all staff for KERA classrooms.	Audubon will employ all staff for Head Start classrooms.
Employ 1 program assistant to assist with administrative tasks necessary for implementation of a KERA program including Infinite Campus attendance, screening, recruitment and disability information. Employ all disability aides for preschool children with disabilities as determined through the Admissions & Release Committee.	Employ 2 family advocate/program assistants for provision of comprehensive health and family support services to all Head Start children. Family advocates provide for recruitment of Head Start children and provide referrals for the recruitment of KERA children.
Provide substitutes for district staff when necessary.	Provide substitutes for Head Start staff when necessary.
For district staff and staff contracted by the district with direct contact with children the district must comply and provide documentation of the following to Head Start: <i>(B) Background checks and selection procedures.</i>	For Head Start staff and staff contracted by Head Start with direct contact with children the Head Start program must comply with the following and monitor documentation as such: <i>(B) Background checks and selection procedures.</i>
(1) Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:	(1) Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:
(i) State or tribal criminal history records, including fingerprint checks; or,	(i) State or tribal criminal history records, including fingerprint checks; or,
(ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.	(ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.
(2) A program has 90 days after an employee is hired to complete the background check process by obtaining:	(2) A program has 90 days after an employee is hired to complete the background check process by obtaining:
(i) Whichever check listed in paragraph (b)(1) of this section was not obtained prior to the date of hire; and,	(i) Whichever check listed in paragraph (b)(1) of this section was not obtained prior to the date of hire; and,
(ii) Child abuse and neglect state registry check, if available.	(ii) Child abuse and neglect state registry check, if available.
(3) A program must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.	(3) A program must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.

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SCHOOL DISTRICT – Hopkins County	HEAD START – Audubon
(4) A program must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process described in paragraphs (b)(1) through (3) of this section is complete. (5) A program must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed in paragraphs (b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section. <i>A school district or other agency that conducts the background checks according to the requirements in 1302.90 (listed above), a district could provide confirmation that the identified contracted personnel had the appropriate checks and were employable according to the state's disqualification factors and this would meet the requirements. (HSPPS 1302.90)</i> <i>The district will bill Audubon Area Head Start for the costs of background checks that are not currently being implemented by the district to comply with 1302.90 of the HSPPS.</i>	(4) A program must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process described in paragraphs (b)(1) through (3) of this section is complete. (5) A program must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed in paragraphs (b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section. <i>A school district or other agency that conducts the background checks according to the requirements in 1302.90 (listed above), a district could provide confirmation that the identified contracted personnel had the appropriate checks and were employable according to the state's disqualification factors and this would meet the requirements. (HSPPS 1302.90)</i> <i>AAHS will reimburse the district for the costs of background checks that are not currently being implemented by the district that complies with 1302.90 of the HSPPS. This excludes background checks required by the KY Dept. of Education.</i>
Standards of Conduct (HSPPS 1302.90(c)(1)) The school district must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior; (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not: (A) Use corporal punishment; (B) Use isolation to discipline a child; (C) Bind or tie a child to restrict movement or tape a child's mouth; (D) Use or withhold food as a punishment or reward; (E) Use toilet learning/training methods that punish, demean, or humiliate a child; (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; (G) Physically abuse a child;	Standards of Conduct (HSPPS 1302.90(c)(1)) The Head Start program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior; (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not: (A) Use corporal punishment; (B) Use isolation to discipline a child; (C) Bind or tie a child to restrict movement or tape a child's mouth; (D) Use or withhold food as a punishment or reward; (E) Use toilet learning/training methods that punish, demean, or humiliate a child; (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; (G) Physically abuse a child;

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(H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, (I) Use physical activity or outdoor time as a punishment or reward; (iii) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition; (iv) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and, (v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.	(H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, (I) Use physical activity or outdoor time as a punishment or reward; (iii) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition; (iv) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and, (v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.
Employees of the district serving in the preschool program shall be subject to the personnel policies and procedures of the district. If any conflict or disagreement should occur over the implementation of these policies, such conflict shall be jointly resolved by the Head Start Director and the Superintendent.	Employees of Audubon serving in the preschool program shall be subject to the personnel policies and procedures of Audubon. If any conflict or disagreement should occur over the implementation of these policies, such conflict shall be jointly resolved by the Head Start Director and the Superintendent.
8.3 CHILD AND FAMILY SERVICES	8.3 CHILD AND FAMILY SERVICES
The district will jointly provide for the screening of Head Start and KERA children. If screening does not indicate need for further evaluation of three-year-olds the district will refer these children to Head Start.	Audubon will recruit a minimum of 70 children, 50 four-year-old income eligible children and 20 three-year-old income eligible children that will be placed in assigned classrooms in Hopkins County. Four-year-old income eligible children not placed in Head Start will be referred to the district for preschool services.
District will communicate monthly regarding referral of children to Head Start.	Audubon will communicate monthly regarding referral of children to the district.
District will provide evaluation and disability services to any child referred and will count them on the federal disability count if determined to be a child with a disability and served in the Head Start classroom if this is determined to be proper placement.	Audubon will refer for further evaluation any child who after enrollment shows signs of delay. If any of these children are diagnosed with a disability, such children shall be counted by both Head Start and the district IDEA program and remain in the Head Start Hopkins County Schools classroom if this is determined the proper placement.
In cases of children with severe disabilities a committee of HS personnel and school district personnel will convene to determine location.	In cases of children with severe disabilities a committee of HS personnel and school district personnel will convene to determine location.
In the event that a child does not qualify under IDEA for disabilities and is not participating in the RTI process but	In the event that a child does not qualify under IDEA for disabilities and is not participating in the RTI process but

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does qualify under Section 504 of the Rehabilitation Act and satisfies the definition of disability in Section 705(9)(b) of the Rehabilitation Act, the district and AAHS will coordinate together to identify, plan and provide needed supports. (HSPPS 1302.61)	does qualify under Section 504 of the Rehabilitation Act and satisfies the definition of disability in Section 705(9)(b) of the Rehabilitation Act, the district and AAHS will coordinate together to identify, plan and provide needed supports. (HSPPS 1302.61)
District will take responsibility for NAEYC accreditation, renewal and become the administrator for NAEYC for all KERA classrooms.	Audubon will take responsibility for NAEYC accreditation, renewal and remain the administrator for all Head Start classrooms.
Reimburse Audubon for the My Teaching Strategies subscription cost annually for KERA only children (see 8.13).	Provide global subscription with Teaching Strategies, Inc. for online services for My Teaching Strategies for all Head Start and KERA children. Audubon will provide for the cost of all Head Start.
8.4 TRANSPORTATION SERVICES	8.4 TRANSPORTATION SERVICES
Provide transportation for up to 50 Head Start three- and four-year-old enrollees at Pride and Jesse Stuart Elementary schools in compliance with all state and federal regulations for the transportation of Head Start children (45 CFR Part 1310).	Provide \$800 per child for up to 50 three- and four-year-old children transported for a maximum of \$40,000. Utilize remaining cost of transportation of Head Start children as in-kind contribution toward required 20% non-federal match for federal Head Start funding.
8.5 USDA FOOD SERVICES	8.5 USDA FOOD SERVICES
Provide food services to all Head Start/Preschool children in accordance with a separate food services agreement.	Reimburse district for cost of meals in accordance with a separate food services agreement.
8.6 SUPPLIES, MATERIALS, EQUIPMENT	8.6 SUPPLIES, MATERIALS, EQUIPMENT
Provide curriculum, materials and equipment as determined by the district for all KERA classrooms. District will provide 2 iPads, 1 teacher workstation, printer and 2 student workstations. The district will provide 50% of the cost of replacement of Head Start/KERA classroom equipment for Jesse Stuart Elementary School due to daily wear and tear. The district will provide all materials for the KERA portion of the classroom at Jesse Stuart Elementary School.	Provide curriculum, materials and equipment as determined by Audubon for all Head Start classrooms. Audubon will provide for 100% of the cost of classroom materials and equipment for the Head Start classroom at Pride Elementary School. Audubon will provide 50% of the cost of replacement of Head Start/KERA classroom equipment for Jesse Stuart Elementary School due to daily wear and tear. Audubon will provide all materials for the Head Start portion of the classroom at Jesse Stuart Elementary School.
All classroom equipment in the two Head Start classrooms (one at Pride and one at Jesse Stuart) will remain the property of Audubon Area Head Start.	All classroom equipment in the two Head Start classrooms (one at Pride and one at Jesse Stuart) will remain the property of Audubon Area Head Start.
See the 2016-17 addendum for transfer of ownership of classroom and playground equipment to the district.	See the 2016-17 addendum for transfer of ownership of classroom and playground equipment to the district.
District will invoice Audubon for 50% of the newspaper/print costs for advertisement/recruitment purposes, not to exceed \$1,750. (See 8.13)	Audubon will reimburse the district for 50% of the newspaper/print costs for advertisement/recruitment purposes, not to exceed \$1,750. (See 8.13)
8.7 OCCUPANCY	8.7 OCCUPANCY
Provide for all internet, maintenance, utilities and custodial services for the two Head Start classrooms at Pride and Jesse Stuart Elementary Schools. The district will provide for the cost of mulch (safety surface) on preschool playgrounds. It is agreed that if for any reason Audubon Area Head Start is not a partner at a site Audubon installed playground equipment, the district will purchase the	Provide for the on-going maintenance of preschool playgrounds at Pride and Jesse Stuart Elementary Schools. Audubon will provide a new play unit with shade at Pride Elementary. Hopkins County Schools will provide the mulch at the school systems cost. If for any reason Head Start is no longer in Pride Elementary, the playground equipment must be removed or purchased by the district.

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SCHOOL DISTRICT – Hopkins County	HEAD START – Audubon
playground equipment at fair market value or remove the equipment to return to Audubon Area Head Start.	
Provide liability and building insurance for Pride and Jesse Stuart Elementary Schools.	Provide accident insurance for all Head Start children as required by federal performance standards. Audubon will carry liability insurance and content insurance on the two Head Start classrooms.
Provide two classrooms for use by Head Start (one double session at Pride Elementary and one-half double session at Jesse Stuart).	Audubon will use classroom and office space as the district's in-kind contribution (based on fair rental value) toward required 20% non-federal match for federal Head Start funding.
The BOE teacher and the Head Start teacher will collaborate to maximize the use of the shared classroom at Jesse Stuart in order to benefit both programs equally.	The BOE teacher and the Head Start teacher will collaborate to maximize the use of the shared classroom at Jesse Stuart in order to benefit both programs equally.
8.8 PARENT INVOLVEMENT	8.8 PARENT INVOLVEMENT
Both the preschool coordinator and the local area manager will identify parent involvement activities that will be conducted jointly for the year. Planning will include responsibilities and timelines that will be jointly agreed upon.	Both the preschool coordinator and the local area manager will identify parent involvement activities that will be conducted jointly for the year. Planning will include responsibilities and timelines that will be jointly agreed upon.
8.9 STATE/FEDERAL REGULATIONS	8.9 STATE/FEDERAL REGULATIONS
The district will support Audubon in maintaining a License through the Division of Child Care for the two Head Start classrooms at Pride and Jesse Stuart by ensuring the physical plant is in compliance with state childcare regulations.	Audubon will support the district in maintaining KDE approval for the two Head Start classrooms at Pride and Jesse Stuart by ensuring applicable KDE and Hopkins County BOE approved policies are followed. Audubon will apply for and maintain a License by the Division of Child Care licensing for the classrooms at Pride and Jesse Stuart.
The district shall support Audubon to maintain a minimum of 3½ hours per session and minimum number of 128 classroom days in accordance with federal regulations (45 CFR Part 1306).	In accordance with federal regulations (45 CFR Part 1306), the maximum class size for a double session with predominantly four-year-olds will be 17 children per session and with predominantly three-year-olds will be 15 children per session. The minimum length of each session shall be 3½ hours per session, 4 days a week. The minimum number of classroom days is 128.
8.12 DATA COLLECTION/REPORTING	8.12 DATA COLLECTION/REPORTING
Both parties shall collect and maintain all required data and reports specified by state and federal regulations for the preschool program including but not limited to eligibility data, annual program evaluation data and financial reports.	Both parties shall collect and maintain all required data and reports specified by state and federal regulations for the preschool program including but not limited to eligibility data, annual program evaluation data and financial reports.
Provide required disability and RTI information on Head Start children to education staff for entry into Audubon's ChildPlus computer tracking system.	Enter and maintain all enrollment data, family services, medical, dental, RTI and disability information on all Head Start children.

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Lead teachers employed by Hopkins shall utilize the online version of My Teaching Strategies for tracking the Kentucky Early Childhood Standards.	Lead teachers employed by Audubon shall utilize the online version of My Teaching Strategies for tracking the Kentucky Early Childhood Standards.
The district will provide Wi-Fi access as needed for Audubon specialists to conduct ongoing monitoring and data collection activities.	Audubon specialists will utilize Wi-Fi access provided by the district as needed to conduct ongoing monitoring and data collection activities.
8.13 PAYMENTS/SCHEDULE	8.13 PAYMENTS/SCHEDULE
The district shall submit to Audubon an itemized invoice requesting reimbursement for costs as itemized in this agreement. The district shall submit to Audubon no less than two invoices annually. 1) Within 15 days of November 30, 2022 and 2) At the end of the school year but no later than June 30, 2023. Expenses incurred prior to November 30, 2022 cannot be combined on the same invoice as expenses incurred after December 1, 2022.	Upon receipt of itemized invoice from the district, Audubon will reimburse the district for the following: • Transportation costs of a maximum of \$40,000. • Newspaper/print costs for advertisement/recruitment purposes not to exceed \$1,750.
Upon receipt of itemized invoice, the district shall reimburse Audubon for the net adjusted subscription cost for online My Teaching Strategies for 230 KERA only children @ \$17.00 each.	Audubon shall submit to the Board an invoice for reimbursement for the My Teaching Strategies subscription for KERA only children.
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 give 60 days written notice in order to be discharged from any further obligations created under the terms of this Agreement.	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 give 60 days written notice in order to be discharged from any further obligations created under the terms of this Agreement.
8.15 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.	