

**Memorandum of Agreement for Special Education Services
Between
Nelson County Board of Education
And
Central Kentucky Head Start**

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

Whereas, the "First Party" is responsible for serving the needs of children with disability, ages 3 to 21, inclusive, who reside within its school district, and have the resources to provide certain services to approved programs providing services to children with disabilities; and whereas, the "Second Party" is licensed in the state of Kentucky to provide services to preschoolers with disabilities; now, therefore, both Parties will agree to provide direct and indirect services as named in this agreement.

General Responsibilities of the First Party

The Nelson County Board of Education will provide special education and related services, including speech therapy, occupational therapy, and physical therapy to children identified as needing these services as written by the Admissions and Release Committee on the Individual Education Plan. The "First Party" will be responsible for all due process issues. Diagnostic and therapy services will be the fiscal responsibilities of the "First Party," as well as supervision of personnel doing said services.

The "First Party" shall complete the necessary paperwork to document in-kind contributions that are provided to the "Second Party." These services can include, but are not limited to, diagnostic tests, reports, and therapy.

General Responsibilities of the Second Party

The Central Kentucky Head Start Program will provide the full range of comprehensive services to all Head Start enrolled children, including those with disabilities, as defined by the Head Start Performance Standards. Services to enrolled 3 and 4 year olds and families will include health, dental, mental health, social, and educational. The "Second Party" will continue to provide funds and personnel to obtain and/or monitor physical exams, dental exams, mental health services, social services, parent involvement, and education services in the least restrictive environment. The "Second Party" management staff will supervise field staff providing these services.

Joint Responsibilities

- **Recruitment**

Both parties will recruit 3 and 4 year old children in the school district and will participate in Child Find.

The Head Start managers in charge of recruitment and of disabilities will work closely with the LEA person in charge of recruitment to insure that children are enrolled in the program that best suits child and family needs.

- **Screening**

Head Start will screen all enrollees within 45 calendar days of entry. The DIAL-III screening instrument will be used to screen motor, concepts, and language areas.

Allen picture cards will be used to screen visual acuity. Pure tone audiometry will be used to screen hearing.

Behavior screening will be completed by observation on the DIAL-III.

If articulation screening results are questionable, the school district speech therapist will take a look at the child and their screening results and make recommendations.

- Referrals

As soon as the need becomes apparent, Head Start staff will share information on each child, whose screening scores meet the criteria for referral, with the person in each school district who accepts referrals for evaluation and testing for special education services. At that time, it will be determined if that child has been instructed for the length of time necessary using research based curriculum and techniques. If more instruction time is needed, intervention strategies will be written and monitored by Head Start staff, with assistance from the school district staff. Monitoring of the response to interventions will show progress or lack thereof in all areas of concern from screening scores. These results will determine if the referral will be accepted.

As the Kentucky Department of Education adjusts guidelines for interventions and referral, the "Second Party" agrees to follow guidelines and recommended practices of that state agency.

- Evaluation

The Admissions and Release Committee will meet to discuss screening results and the need for diagnostic assessment. The committee shall include the parent, a chair-person from the LEA, the teacher of the child, a Head Start representative, a person who can interpret the instructional implications of evaluation results, and related services personnel, as appropriate.

All of the "First Party" due process forms will be used by both parties to insure that the "First Party's" requirements are met and to assist in the transition process from Head Start to school. Copies of these documents will be given to "Both Parties" after the end of each ARC meeting.

The parent will be informed of the screening results by the "Second Party" representative. The "First Party's" chairperson will inform the parent/parents or guardian of the child's legal rights, tests to be administered, and obtain signed permission for further testing, after determining legal student representative.

The "Second Party" will provide and/or pay for services as determined by the ARC in the areas of health, hearing, and vision.

The "First Party" will complete tests as indicated by school district policy. Notification of the results of evaluation will be explained at the ARC meeting following the testing, and before any placement.

- Admission and Release Committee Meeting

Both parties will attempt to schedule ARC meetings at mutually agreeable times.

The "First Party" Special Education Director/Designee will chair the ARC meetings. Representatives of the "First Party" will explain the diagnostic report, provide a draft of the I.E.P. for consideration by the committee, provide therapy services, and consultative services to staff and parents.

The "Second Party" will provide one classroom observation, if requested, on each identified child, and any other pertinent information on file with parental permission. The classroom staff will provide information from educational assessments and report on any issues relating to classroom performance.

Both parties will retain comprehensive files on each diagnosed child.

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

- Transition

The ARC will meet as necessary to decide placement.

Visitation between programs and by the child and family will be arranged upon request.

Parents will be advised of both program's options and of legal rights during all proceedings.

- Joint Training

Each party will attempt to keep the other informed of training opportunities, and offer training when possible.

Specialized training will be given, as needed, to staff dealing with unusual or low incidence conditions.

PERIOD OF AGREEMENT

The terms of this agreement are in effect from July 1, 2010 until June 30, 2011.
The terms of this agreement may be amended, extended, or terminated at any time by mutual agreement of both parties, providing that 30 days prior notice of such action is given each party.

This agreement has been approved by the Board of Education as recorded in the minutes of the meeting held on _____.

*Put in
Mt. date*

This agreement has been approved by the Head Start Policy Council as recorded in the minutes of the meeting held on _____.

Nelson County Schools, Superintendent

Date

Central Kentucky Head Start, Director

Date