



# Issue Paper

**DATE:**  
8/22/23

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** the Certificate of Head Start Full Utilization Certification and the Local Head Start Memorandum of Agreement to ensure full utilization of Head Start programming and coordination between Kenton County School District and Head Start for the 2023-24 school year.

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

The Certificate of Head Start Full Utilization Certification and the Local Head Start Memorandum of Agreement are required by KDE to ensure collaboration between districts and the local Head Start. The Certificate of Head Start Full Utilization Certification confirms we are “fully utilized” based on our 1989-1990 set number of four year olds. The Local Head Start 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.

**FISCAL/BUDGETARY IMPACT:**


**This is a collaboration between Head Start and the Kenton County School District. There is no impact on the budget.**



**RECOMMENDATION:**

**Approval of** the Certificate of Head Start Full Utilization Certification and the Local Head Start Memorandum of Agreement to ensure full utilization of Head Start programming and coordination between Kenton County School District and Head Start for the 2023-24 school year.

**CONTACT PERSON:**

**Ellen Zimmer**

  
\_\_\_\_\_  
Principal/Administrator

   
\_\_\_\_\_  
District Administrator Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*



## Local Head Start Memorandum of Agreement

This agreement is between the Northern Kentucky Community Action Commission Head Start Grantee Program (“Head Start”) and the Kenton 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   0   (**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. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

VI. Term of Agreement

The term of this MOA will begin on September 12, 2023 (Beginning Date) and shall terminate on June 30, 2024 (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**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Head Start Grantee Executive Director/Authorized Representative**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**For the School District:**

**Early Childhood Program Director**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Superintendent of Schools / Agency Executive Director**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*





## Certificate of Head Start Full Utilization

Must be Submitted in the [Preschool Coordinator SharePoint Site](#) by September 15, 2023

### Purpose

KRS 157.3175 requires local school districts to collaborate with Head Start and other existing preschool programs “to avoid duplication of services and supplanting of federal funds to maximize the use of Head Start funds to serve as many four year old children as possible.” The statute also requires that school district proposals contain certification by the Head Start director that the Head Start program is “fully utilized.”

In general, the Head Start program is considered “fully utilized” if the 1989-90 number of four-year-olds, or a mutually agreed upon target number from the local agreement, is met or exceeded (*i.e., the number of at-risk four-year-olds identified in Section V(c)(i)(3) of the new local agreement*). If the target number is not met, an explanation shall be provided, such as a description of population or economic changes that effect the number of four-year-olds in the district or a change in Head Start capacity.

### Completion Instructions

The school district and Head Start must complete a Local Memorandum of Agreement annually. In addition, a certificate of Full Utilization form (attached), verifying the number of at-risk four-year-olds enrolled with Head Start and confirming that Head Start is fully utilized on September 1, 2023, must be signed by both the district and the appropriate Head Start director.

This form MUST be submitted to the Kentucky Department of Education (KDE) no later than September 15, 2023.

This certification applies to all school districts, including school district grantees or delegate agencies, districts where Head Start serves the county but not the districts’ catchment area in the county, and districts where Head Start serves all children eligible for at-risk preschool services.

It is recommended that both the district and Head Start maintain a copy of the form in their files. The district should contact the Head Start program to assure that the certification is completed by September 1, 2023, and the completed form with signatures is submitted to the Kentucky Department of Education by **September 15, 2023**.

### Submission Instructions

The district must submit a signed Certificate of Head Start Full Utilization through the Preschool Coordinator SharePoint site. Each district has a secure individual folder for submission.

This signed, completed form MUST be submitted to the KDE through the Preschool Coordinator SharePoint site no later than September 15, 2023.

**Certificate of Head Start Full Utilization**

Must be completed and submitted in the Preschool Coordinator SharePoint Site by September 15, 2023

Head Start: Northern Kentucky Community Action Commission

School District: Kenton County School District

As of September 1, 2023, the Head Start director certifies the following about the above Head Start program and School District (check appropriate boxes):

- Head Start and School District Are Fully Utilized**
  - Avoiding duplication of preschool programs and services
  - Avoiding supplanting of federal Head Start funds
  - Maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring 0 (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

- Head Start and School District Are Making Progress with Full Utilization**
  - Making progress avoiding duplication of preschool programs and services
  - Making progress avoiding supplanting of federal Head Start funds
  - Making progress maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring \_\_\_\_\_ (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

- Head Start and School District Are Not Fully Utilized**
  - Not avoiding duplication of preschool programs and services
  - Not avoiding supplanting of federal Head Start funds
  - Not maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring \_\_\_\_\_ (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

Summarize why Head Start and the School District are not fully utilized:

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Is there a dispute about full utilization? YES  NO

If "yes" is checked, Head Start must notify the Commissioner of Education about the dispute by September 15, 2023, in writing via the preschool mailbox ([kdestatef@education.ky.gov](mailto:kdestatef@education.ky.gov)). All relevant information about the dispute must be included with the notification. The Commissioner of Education will determine whether the Head Start program is fully utilized within 30 days and may execute the certification on behalf of the Head Start director (KRS 157.3175(7)).

**Certificate of Head Start Full Utilization Signatures**

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*Head Start Director Signature*

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*Date*

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*School District Representative Signature*

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*Date*

