

**Memorandum of Agreement  
Between  
Hardin County Board of Education  
And  
Central Kentucky Head Start**

This agreement is entered into between Hardin County Board of Education or “First Party” and Central Kentucky Head Start or “Second Party.” The purpose of this agreement is to help Hardin County Board of Education and Central Kentucky Head Start work as a team in their shared responsibilities for Head Start enrolled children.

**Special Education**

Whereas, the “First Party” is responsible for serving the needs of children with disabilities, 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 identified disabilities; and whereas, the “Second Party” is licensed in the state of Kentucky to provide services to preschoolers with identified 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 Hardin County Board of Education will provide special education and related services, including speech therapy, occupational therapy, physical therapy, hearing impairment services and vision impairment services 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.

**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 identified 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**

- Referrals/KSI/RTI

Head Start staff will share information on each child, who's DIAL IV scores meet the criteria for a possible identified disability, with the person in each school "district" assigned to assist with KSI development. The KSI committee (Head Start Staff and School District Staff) will then meet to develop research based interventions to address areas of concern. The KSI committee will meet to review monitoring data and determine if data warrants more intensive instruction time or targeted instruction. The KSI committee will schedule an ARC to discuss a referral for an individual evaluation once interventions are completed and data demonstrates no progress or minimal progress and the need for more intensive instruction time or targeted instruction.

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 and/or KSI/RTI results and the need for diagnostic assessment. The committee shall include the parents, 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 ensure that the "First Party's" requirements are met and to assist in the transition process from Head Start to kindergarten. Copies of these documents will be given to "Both Parties" at 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 parents of their 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.

1. Understand the referral, evaluation, and service timelines required under IDEA.
2. Actively participate in the eligibility process and IEP development process with the local agency responsible for implementing IDEA, including by informing parents of their rights.
3. Understand the purposes and results of evaluations and services provided under an IEP.
4. Ensure their children's needs are accurately identified in and addressed through the IEP.

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

- Transition

Head Start collaborates with the parents, and the local agency responsible for implementing the Individuals with Disabilities Act (IDEA), to support the child and family as they transition to a new setting.

A transition meeting is held for each child diagnosed as Developmentally Delayed. The parent, ARC Chairperson, Head Start Special Needs Collaborator, Head Start

transitioning from Head Start to Kindergarten.

#### PERIOD OF AGREEMENT

This agreement will be approved annually by the Head Start Board of Directors and Head Start Policy Council at the May or June Meeting. This agreement will be approved annually by the Board of Education.

The terms of this agreement are in effect from August 1, 2024, until July 31, 2025.  
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 \_\_\_\_\_.

This agreement has been approved by the Head Start Policy Council as recorded in the minutes of the meeting held on May 16<sup>th</sup>, 2024.

This agreement has been approved by the Head Start Board as recorded in the minutes of the meeting held on May 15<sup>th</sup>, 2024.

\_\_\_\_\_  
Hardin County Schools, Superintendent

\_\_\_\_\_  
Date



\_\_\_\_\_  
Central Kentucky Head Start, Director



\_\_\_\_\_  
Date