

Local Head Start Memorandum of Agreement

This agreement is between the Ohio Valley Educational Cooperative (OVEC), Head Start Grantee Program (“Head Start”) and the Jefferson County Public Schools (JCPS), 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 42 four-year-old's will enroll in Head Start on September 1 based on the 1989-90 number of four-year old's served, or a mutually agreed upon target that maximizes federal Head Start funds in order to serve as many at-risk four-year-old's 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-old's 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 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. 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.

- i. See attachment A and B

VI. Term of Agreement

The term of this MOA will begin on September 1, 2024 (Beginning Date) and shall terminate on August 31, 2025 (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

Erika Nygard
Name
Director
Title
E. B. Nygard
Signature
6/26/24
Date

Head Start Grantee Executive Director/Authorized Representative

Jason Adkins
Name
Chief Executive Officer
Title
Jason Adkins
Signature
6/26/24
Date

For the School District:

Early Childhood Program Director

Carlisa Gibson
Name
Executive Director Early Childhood Programs
Title

Signature

Date

Superintendent of Schools / Agency Executive Director

Dr. Marty Pollio
Name
Superintendent Jefferson County Public Schools
Title

Signature

Date

Attachment A

**JCPS/Greater Louisville Head Start Collaboration Plan
for Serving Students with Disabilities**

JCPS and Greater Louisville Head Start Program agree to coordinate services to children
with disabilities

<u>Topic</u>	<u>Jefferson County Public Schools</u>	<u>Greater Louisville Head Start</u>
<p>Summary of Roles and Responsibilities</p>	<ul style="list-style-type: none"> ● Jefferson County Public Schools (JCPS) will provide diagnostic services for Head Start children who may need special education and related services and who are enrolled at Keystone Early Learning Academy, St. Benedict Early Learning, Neighborhood House Child Development Center, Weskids Child Development Center, Auburndale Learning Academy, Shively, and any additional centers or partnerships established through the Greater Louisville Head Start (GLHS) Program. All services will be provided at a Head Start facility. No services will be provided in the student Home. 	<ul style="list-style-type: none"> ● Greater Louisville Head Start (GLHS) will provide all staff related to Head Start/Early Head Start services. ● GLHS will provide appropriate staff. ● GLHS will provide staff to conduct initial Head Start developmental screening. GLHS will advise families to follow-up with medical care if the screening is failed. ● GLHS will provide 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. ● GLHS will provide Head Start enrollment data to the appropriate district personnel.

<p>Child Find Efforts</p>	<p>JCPS will include Head Start in the local Child Find effort</p> <ul style="list-style-type: none"> ● JCPS will conduct communication (speech and language) screening of Head Start students as needed after Head Start has completed the initial developmental screening. ● 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 facility. No screening will take place in the students home. ● The JCPS speech-language pathologist will review communication screening results with Greater Louisville Head Start staff. ● JCPS will assist Greater Louisville Head Start 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"> ● GLHS will complete screenings, which include developmental, hearing, and vision, within forty-five (45) school days of enrollment. ● GLHS will review initial screening results with families and provide follow-up support for failed hearing or vision screenings. ● GLHS will advise families that follow-up medical care needs to take place before communication screening, where possible. ● GLHS will develop and implement research-based interventions. ● GLHS will conduct a re-screening if necessary. ● GLHS will inform parent a referral has been initiated to JCPS and will receive written consent. ● GLHS will assist with distributing notices to parents of the child's right to services under IDEA
<p>Referrals and Evaluations</p>	<p>JCPS will work with Head Start regarding Admissions and Release Committee (ARC) and evaluation process</p>	<p>Head Start will work with JCPS regarding ARC and evaluation process for HS Children</p>

- Referrals of Head Start children will be accepted by JCPS Diagnostic Center (Diagnostic Center-485-3979).
- JCPS will include the Greater Louisville Head Start Early Learning and Inclusion Specialist and Head Start teacher in the ARC meeting.
- JCPS will contact and work with parent and Head Start representatives.
- 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.

- Referrals of Head Start students will be made by the designated GLHS contact person.
- GLHS will use the JCPS referral form.
- GLHS will assist with family communication, explain the ARC process, and assist in obtaining written consent from parents at required points.
- GLHS will participate in the eligibility evaluation and provide intervention data on child performance.
- Students will continue to be enrolled in GLHS during the evaluation process and eligibility determination.

<p>Service Coordination and Provision of Services</p>	<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 communication screenings and service delivery for students eligible for Speech-Language Impairment (SLI). ● JCPS will provide appropriate members for ARC meetings. ● JCPS will provide services for students who are identified as having a Speech-Language Impairment (SLI) at the Head Start facility. Services will not be provided in the student's home. ● If a student is determined eligible for any other disability and is to receive speech as a related service, the ARC will review a draft Individualized Education Program (IEP) for the provision of those services. If the family elects to remain with Head Start the family will have to decline the entire IEP including speech as a related service. ● Special education services will take place in conjunction with the JCPS Early Childhood 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 GLHS Early Learning and Inclusion Specialist will support students, families, and staff in the Head Start Program. ● GLHS will ensure a representative will attend the ARC and provide input on the child's progress.
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<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">● JCPS will assist in the collaboration of the Kindergarten transition ARC meetings.● JCPS will provide GLHS with resource information regarding kindergarten transition initiatives.	<p>Greater Louisville Head Start will assist Head Start children with disabilities and their families in transitioning to the primary program.</p> <ul style="list-style-type: none">● GLHS will ensure parents are informed of the Kindergarten transition from preschool beginning at the age of 4.● Greater Louisville Head Start will make arrangements and obtain written parent consent to release Head Start records to the school before school enrollment.● GLHS will collaborate with JCPS throughout the kindergarten transition process.
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Attachment B

<p>8.14 AMENDMENT/TERMINATION CLAUSE</p> <p>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.</p>	<p>8.14 AMENDMENT/TERMINATION CLAUSE</p> <p>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.</p>
<p>8.15 TERMINATION FOR MATERIAL BREACH</p> <p>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.</p>	
<p>8.16 NON-DISCRIMINATION POLICY</p> <p>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.</p>	
<p>8.17 RIGHT TO AUDIT CLAUSE</p> <p>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.</p>	
<p>8.18 ACCEPTABLE USE OF AGENCY PROPERTY</p> <p>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.</p>	