

**MEMORANDUM OF UNDERSTANDING
GATEWAY COMMUNITY SERVICES ORGANIZATION, INC.
AND
MENIFEE COUNTY BOARD OF EDUCATION**

I. Parties

This document constitutes an understanding between Gateway Community Services Organization, Inc., hereinafter referred to as GATEWAY, and the Menifee County Board of Education, hereinafter referred to as the BOARD. This MOU was developed and agreed to under the leadership of Gateway's Senior Director of Early Childhood, Tiffany Samaniego, and the Menifee County Preschool Coordinator, TBD.

II. Background

Gateway and the Board have enjoyed a successful collaboration that has allowed the state funded preschool program and the federally funded Head Start program to intertwine funds and services. Annually, Gateway and the Board of Education enter into an agreement known as the "Full Utilization Agreement" that outlines the roles and responsibilities of each party. Based on KRS 157.3175, which states that LEA's collaborate with Head Start "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 Full Utilization Agreement serves as an assurance that Gateway's pre-KERA target number of Head Start eligible four-year-old students is served by Gateway when the population to serve that number exist. The information contained in this MOU is to ascertain our current level of collaboration that allows for our future partnership that promotes the fiscal and programmatic well-being of both parties.

III. Purpose

To clearly articulate the resolve and commitment of both parties in maintaining a strong system of communication and collaboration. Based upon the information outlined in II, continual collaboration between the two parties has resulted in the determination that beginning to operate a blended program, with the opportunity of Head Start Enhancement will yield the most optimal outcomes for both parties.

IV. Collaborative Agreement

A. Teacher qualifications—the state funded public preschool program requires that teachers working in preschool classrooms hold an Interdisciplinary Early Childhood Education (IECE) certification. Based on the "*Improving School Readiness Act of 2007*" by 2011, Head Start teachers must hold an Associate Degree in Early Childhood or a related field. The teacher employed for this classroom will meet the qualifications for state funded preschool.

B. Space—Head Start must maintain their funded enrollment. State funded preschool does not have a predetermined number of slots that must be served, but students that meet

eligibility requirements for services under state funded preschool cannot be placed on a waitlist. In the event the situation were to arise that a waitlist existed, the board, in conjunction with Gateway would consider opening a preschool classroom with the level of collaboration in that particular classroom to be determined.

C. Head Start/preschool classrooms located inside Board of Education Buildings—Currently, the Head Start and preschool classrooms are located inside Botts Early Learning Center, and lease agreements are in place. In the event the board must utilize that space they will provide as much advance notice as possible but not less than the amount outlined in the written lease agreement. Gateway and the board would work closely to determine a course of action that would have the least amount of impact on services while relocating Head Start/preschool classrooms. Both parties understand that the annual renewal of leases is a formality in so much that both parties intend to remain at each site. Blended/enhanced services are to be provided at the Meniffee County Preschool location. Minimum square footage for space will be 600, in order to accommodate for space required by the division of regulated child care, in addition to a teacher work area as it cannot be included in the allotted child space.

D. Children to be Served:

Tentative number of 15 BLENDED/ENHANCED Eligible students:

Those who are at least four years old, at risk, or with disabilities.

Those who are at least four years old without disabilities who are at risk

Other three to five year old children with disabilities who are not at risk

E. Blending of Resources—the preschool program for both board funded preschool children and other children eligible for Gateway's services may be operated as an enhanced model in which federal, state, and local public and private monies may be used collaboratively but will be subject to separate audit trails.

F. Number/Eligibility of Board Children to be Served During the Current Year—Gateway will provide quality preschool education and related services in accordance with all state education requirements within available program slots. The tentative number of at-risk and children with disabilities as defined by state education laws who are to be served appears in section D of this MOU. The number will be confirmed as the basis for fund generation based on the number of children described herein who are enrolled in Gateway's program through the board placement on: **September 15, 2025.**

G. Program Duration and Operation—Preschool Programming:

Minimum hours of instruction per day: 3 hours

Days of the week for direct instructions: 4

Total program instructional days: 128

H. Program Duration and Operation—Head Start Programming:

Minimum hours of instruction per day: 4 hours

Days of the week for direct instructions: 4

Total program instructional days: 128

I. Services for Children with Disabilities—Child evaluation, special education and related services will be provided through a collaborative effort of Gateway and the board.

In-program evaluations shall commence no later than: September 15, 2025.

Evaluations on children suspected of having a disability will be provided by appropriate Gateway staff and board staff.

Gateway will assist the board in obtaining documentation of disabling conditions.

Evaluation data shall be used along with other information by the Admissions and Release Committee (ARC) for development of the Individualized Education Plan (IEP) developed for each child. Special Education and related services to be provided to each disabled child shall commence at a level, frequency, and initiation date as determined by the IEP.

The board will provide special education, speech/language services, occupational and physical therapy in accordance with each child's IEP. Said services and time related will be used to calculate non-federal share for Gateway, to be calculated at the following rates: Speech: \$59.46/hour, OT: \$49.26/hour, PT: \$58.34/hr.

The board will administer special education, speech/language occupational and physical therapy evaluations. Said evaluations and time related will be used to calculate non-federal share for Gateway. This will be calculated at the following rates for a two-hour time period: Speech: \$59.46/hour, OT: \$49.26/hour, PT: \$58.34/hr.

The board will administer psychological and other evaluations. Said evaluations and time related will be used to calculate non-federal share for Gateway, at a rate of \$350 per evaluation.

J. Reports and Data—Gateway will maintain all required data specified by state education laws and IDEA and KDE.

K. Confidentiality—The records maintained by Gateway on all children served through this contract shall be fully available to the board. All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable state and federal requirements.

L. Transition—The board and Gateway will collaborate and jointly develop transition procedures, if changes are necessary from the current transition plan, on an annual basis.

M. Child Find—Gateway will make the board aware of any children enrolled who are eligible for special education and related services.

N. Food Programming—Gateway and the board will collaborate in the operation of the food program to provide three meals to students daily: breakfast, lunch, and snack. The board will be responsible for provision of breakfast, Gateway will be responsible for provision of lunch and snack.

O. Curriculum and Assessments—The Creative Curriculum for Preschool will be utilized within the classroom to implement the state preschool education requirement as a foundation for the child's successful transition to and participation in the primary school program. The Creative Curriculum is based on developmentally appropriate practices for preschool aged children and incorporates the latest research and best practices, and allows for individualization based upon a child's developmental level. Children will be screened using the Dial 4 instrument within 45 days of enrollment. Teaching Strategies Gold will be utilized for the ongoing assessment of student progress, student outcomes will be pulled three times annually and family conferences held at this time.

V. Termination:

A. Default. Either party has the right to terminate this agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure of which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default (or such longer additional period as the non-defaulting party may authorize).

B. Unpreventable Events. In the event that either party is unable to perform any of its obligations under this agreement or to enjoy any of its benefits because of natural disaster, actions, or decrees of governmental bodies or communication line failure not the fault of the affected party (hereafter referred to as an "Unpreventable Event"), the party who has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this agreement shall be immediately suspended. IF the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Unpreventable Event, the party whose ability to perform has not been so affected shall have the right, by giving written notice, to terminate this agreement.

C. Change in Grant. If the grant under which this contract is made is terminated, the board shall thereupon has the right to terminate this contract by giving written notice to Gateway of such termination and specify the effective date thereof. If Gateway is unwilling or unable to comply with such additional conditionals as may be lawfully imposed on the grant or contract under which the board is performing the program to which these contracted services are being rendered, Gateway shall have the right to terminate the contract by giving written notice to the board, signifying the effective date thereof.

D. Discrimination in Employment Prohibited. Gateway and the board agree that they will not discriminate against any employee in the performance of the contract, or

against any applicant for employment in the performance of the contract due to race, creed, color, or national origin.

E. Discrimination Prohibited. No person in the United States shall, on the ground of race, creed, color, or national origin, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. Gateway and the board will comply with the regulations pursuant to the Civil Rights Act of 1964 (45 CFR Part 1010).

F. Drug-free Workplace. The program provided under this contract shall be provided in a drug-free workplace.

G. Compliance with Applicable Laws. Gateway and the board will collaborate to ensure compliance with applicable laws, ordinances, and codes of the federal, state, and local governments.

VI. Expected Outcomes

- Intermingling of funds resulting in a fiscally viable approach
- Sharing of staff expertise and experience, space, and resources
- Provide comprehensive services to all children regardless of placement
- Eliminates duplication of services
- Maximizes a cohesive approach when transitioning families and children into Kindergarten
- Strengthens partnerships and increases community awareness of child development and early intervention
- Provide safe transportation for all children regardless of placement meeting 1310 of the federal mandates that require preschool aged children, based on height and weight; be restrained in approved safety harnesses.
- A jointly operated program allows for a tighter system of communication that effectively considers placement based on the needs of the child.

VII. Period of Memorandum of Understanding

The partnership will be ongoing with the successfulness in reaching expected outcomes monitored and evaluated annually.

GCSO Executive Director & Date

Head Start Director & Date

Menifee Co. Superintendent & Date

Preschool Director & Date