



**LAKE CUMBERLAND
COMMUNITY ACTION AGENCY
HEAD START**

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NICHOLAS J. SHEARER, Executive Director

HONORABLE RICKY CRAIG, Chairman
DAVID RUSH, Policy Council Chair

**Memorandum of Agreement
for Special Education Services
Between
Lake Cumberland Community Action Agency, Inc.
Head Start Programs and
Campbellsville Board of Education**

This agreement is entered by and between Lake Cumberland Community Action Agency, Inc. Head Start Programs (Head Start) or "First Party" and Campbellsville Board of Education (LEA) or "Second Party".

The purpose of this agreement is to promote collaboration between Head Start and Early Head Start programs and the LEA in their shared responsibilities for providing disability services to enrolled Head Start children with disabilities and at-risk 4-year-olds as defined by Federal and state laws, including 34 CFR 303.210 and Head Start Performance Standard 1302.63 regarding coordination and collaboration with the local agency responsible for implementing IDEA.

Whereas 707 KAR 1:290 details the Second Party's responsibility for serving the needs of disabled children between ages of 3 and 21, inclusive, who reside within their school district, and have the resources and expertise to provide certain services to approved programs which provide services to children with disabilities, such as Head Start and Early Head Start, and whereas, the First Party is licensed and authorized in the Commonwealth of Kentucky to provide services to preschoolers with disabilities. Both Parties will agree to provide direct and indirect services named in this agreement.

I. General Responsibilities of the First Party

The Head Start Program will provide the full range of comprehensive early childhood services to all children, including those with disabilities, as defined by the Head Start Performance Standards and 42 USC 9801 et seq (Head Start Act). Services to enrolled 3- and 4-year-olds and their families will include health, dental, mental health, social, nutrition, and educational. The First Party will continue to provide personnel and funds

for physical examinations, dental examinations, mental health services, social services, family engagement, and education in the least restrictive environment.

II. General Responsibilities of the Second Party

The LEA will provide special education and related services, including speech therapy, occupational therapy, and physical therapy to children identified as needing these services, and as written by the Admissions and Release Committee (ARC) on the Individual Education Program (IEP). The Second Party will be responsible for all due process issues. Educational, diagnostic, and therapy services will be the fiscal responsibility of the Second Party, as well as supervision of personnel doing said services. In accordance with 20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114, and Head Start Performance Standards 1302.61(1) (v) and 1302.63 (b), services will be provided in the Least Restrictive Environment (LRE) possible, to ensure to the maximum extent appropriate that children are not removed from their regular classroom.

Prior to the provision of direct services to identify Head Start children, the LEA will provide Head Start with exact copies of the background checks required by the Head Start Performance Standard 1302.90 and Kentucky Child Care Regulations. Should exact copies not be provided, LEA service providers shall submit to the required background checks with the expense of such checks absorbed by Head Start. Head Start Performance Standard 1302.90 (b) (1) (i;ii) (2) (ii) states the required background checks are as follows: sex offender register check, state or tribal criminal history records, including fingerprints checks, Federal Bureau of Investigation criminal history records, including fingerprints checks, and child abuse and neglect state registry check.

III. Joint Responsibilities for disabled 3- and 4-year-olds

A. Recruitment

1. Both parties will recruit 3 and 4-year-old children throughout the school district and participate in Project Child Find.
2. The local Head Start Family Support Specialist, and the Preschool Coordinator will work to ensure that children are enrolled in the program that best suits the child/family needs.

B. Screening

1. Head Start will screen all children within 45 calendar days of enrollment in the Head Start program. The Brigance Head Start Screen III is the screening instrument to be used to screen all children who are at least three years of age in developmental sensory, (visual and auditory, behavioral, motor, language, social, cognitive, perceptual, and emotional skills). Hearing screening will be included with physical exams.
2. Head Start staff will compile all screening data on each Head Start child.

3. Representatives from both parties will meet to review screening data to determine those in need of further assessment.
4. The Second Party will begin due process procedures at this time for children determined to need diagnostic assessments.

C. Referrals and Evaluations

1. The Admissions and Release Committee will meet to discuss screening results and the need for diagnostic assessment. The committee shall include/invite the parent/parent representative, and/or child's legal guardian, LEA chairperson, a Head Start representative, and the Special Education Teacher/LEA Service Provider. Head Start will use the district's due process forms with Head Start adaptations if appropriate.
2. The Head Start representative will inform the parent of screening results. The LEA's representative will inform the child's parents of legal rights, tests to be administered, and obtain written permission for further testing.
3. The First Party will provide and/or pay for follow-ups as determined by the ARC Committee in the areas of health, hearing, and vision.
4. The Second Party will conduct all tests as indicated by the school district's procedures.
5. The Second Party will send notification of the results of evaluation(s) on each Head Start child to the local Head Start Special Needs Assistant or representative using the Diagnostic Report or Disabilities Form.
6. The Second Party will provide all copies of all due process forms within ten (10) working days of Eligibility/Placement ARC meeting.

D. Admissions and Release Committee Meeting

1. The LEA will send parent notification. First Party will follow district's forms and procedures regarding notification.
2. Both parties will attempt to schedule ARC Committee meetings at mutually agreeable times.
3. LEA's Elementary Principals or designees will chair the ARC meetings. Representatives of the Second Party will explain the diagnostic report, provide therapy services, and give consultation services to Head Start parents and staff.
4. Head Start will provide classroom observations on each identified child, and any other diagnostic information on file. Head Start classroom staff will provide an educational assessment, behavior observations, and report any issues relating to classroom performance.
5. Both parties will retain files, which contain all information relating to the identified child.
6. Any special transportation needs will be decided on an individual basis.
7. Any special equipment and materials needed will be decided on an individual basis.

E. Transition

1. Jointly develop transition Policy and Procedures for children who are moving from one program to another.
2. With parental permission, a Transition Conference will be held with LEA, Head Start and other appropriate meeting participants (e.g., current providers, childcare, therapist, or anyone parent/guardian wishes).
3. Parents will be made aware of both programs' options and of legal rights during all proceedings.
4. Visitation between programs and by the child and parent will be encouraged and arranged upon request.
5. Both Programs will share resources to provide comprehensive services to help the family transition from one agency to another.

F. Joint Training

1. Each party will keep the other informed of training schedules.
2. Specialized training will be given as needed to staff dealing with unusual or low incidence conditions.

IV. In-Kind Contributions

The party of the Second Part shall provide to the Party of the First Part any and/or all documentation necessary relative to In-Kind services provided by the Party of the Second Part. The services shall include but not limited to the number of hours provided by special services at a fair market rate, as stipulated by Party of the First Part.

V. Confidentiality and Access of Records

Both parties will maintain confidentiality concerning children's records and information. Folders and records will not be shown or discussed to anyone except authorized Child Development personnel. Both parties will provide/share any and/or all documents necessary to provide comprehensive services to help the family and children. Furthermore, both parties agree to provide information requested by any Federal and/or state funding source. Both parties agree to abide by these standards.

In accordance with 34 CFR Part 99 and 20 U.S.C 1232, child and parent personal identifying information (PII) will be protected. Head Start utilizes encryption when electronically transmitting PII.

PERIOD OF AGREEMENT

The terms of this agreement are in effect from July 1, 2026, until June 30, 2027. The terms of this agreement may be amended, extended, or terminated at any time by mutual agreement of both parties, provided 30 days prior notice of such action be given to each party.

FIRST PARTY

Lake Cumberland Community Action Agency, Inc.
Head Start Programs
P.O. Box 830
Jamestown, KY 42629



Executive Director

06/01/26

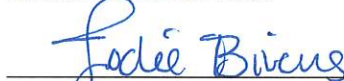
Date



Head Start Director

06/01/26

Date



Disabilities Content Area Manager

6/1/26

Date

SECOND PARTY

Campbellsville Board of Education
136 S. Columbia Ave
Campbellsville, Ky 42718

Superintendent

Date

Director of Special Education/
Early Childhood Coordinator

Date