



Catholic Charities
Westside Head Start

Memorandum of Understanding

This Agreement, effective September 1, 2016 by and between Catholic Charities Community Services, WSHS (CC-WSHS) and Peoria Unified School District hereinafter referred to as PUSD.

Each of the parties represents and warrants to each other that this Agreement has been duly authorized by all necessary actions, and that this Agreement constitutes a binding obligation of each party.

I. DURATION OF AGREEMENT

Contract Amount: \$00.00

Contract Start Date: September 1, 2016

Contract Termination Date: June 30, 2019

II. WORK TO BE PERFORMED

A. PURPOSE: To establish a collaboration to provide quality services to preschool children including children with disabilities as specified in A.R.S. § 15-761, ages three years old to kindergarten-eligible five-year-olds, in compliance with Federal and Arizona State laws and regulations, and in accordance with Peoria Unified School District policy, and Improving Head Start for School Readiness Act of 2007.

To improve availability and quality of services in the Peoria Unified School District and Catholic Charities Community Services, Inc. Westside Head Start for children ages three through five and their families. Specifically:

1. To support children's optimal development and readiness for school entry and success.
2. To address the unique strengths and needs of the local population, such as homeless, migrant or non-English speaking families
3. To promote collaboration regarding shared use of facilities, and other resources, as appropriate.
4. To promote further collaboration to reduce duplication and enhance efficiency of services.
5. To define roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services.
6. Coordinate a comprehensive system which guides and supports delivery of services to children and their families.

B. COLLABORATION: Each agency will cooperatively maintain communication and share leadership responsibility at the local level to ensure that all available resources are utilized in the most effective manner.

C. GUIDING PRINCIPLES:

1. Create and maintain a meaningful partnership to promote school readiness so children from low-income families in Head Start programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential “achievement gap.”
2. Develop successful linkages within the context of the Improving Head Start for School Readiness Act of 2007 and local and state legislation, policies, and procedures.
3. Plan and implement strategies based on practice and research that have proven to support children's school success.
4. Respect the uniqueness of each locality's needs and resources.
5. Promote the involvement of community agencies and the Department of Education.
6. Share commitment, cooperation, and collaboration for a coordinated delivery system.

III. PERFORMANCE STANDARDS

A. BOTH PARTIES WILL:

1. Collaborate and engage with parent(s) to provide necessary services to foster the maximum development of each child's potential.
2. Hire and supervise staff according to their own program policy and procedures.
3. Provide orientation for staff regarding each other’s program regulations, requirements, goals, service delivery models, procedures, and interagency agreements.
4. Have access to regular and ongoing training events that keep staff abreast of new materials, equipment, and practices related to serving all children including children with disabilities. Each will notify the other of pertinent training sessions to allow staff and/or parents to attend such training when appropriate.
5. Support and engage the family in professional partnerships to establish effective services for all children by:
 - a. including parents in appropriate training and activities
 - b. inviting parents to all meetings regarding their child's progress
 - c. explaining procedural safeguards to the parent as appropriate
6. Develop and implement a transition process to assure seamless delivery of services as a child transitions from Early Head Start to Head Start/Preschool and from Head Start/Preschool to kindergarten.
7. Coordinate Child Find efforts to identify children who may have a disability.

8. Communicate on a monthly basis to share concerns, new strategies, techniques which have proved success, updates on new goals, and dates for upcoming IEP meetings.
9. Work together for the review, coordination, collaboration, alignment, and implementation of each of the following activities as mandated by the Improving Head Start for School Readiness Act of 2007:
 - a. **Educational activities, curricular objectives and Instruction:** Catholic Charities Community Services, Inc. Westside Head Start and Peoria Unified School District will adhere to and utilize the Arizona Early Learning Standards that are aligned with Head Start Early Learning Framework. Both agencies will share ongoing assessment data in Teaching Strategies GOLD as appropriate.
 - b. **Public Information Dissemination:** Catholic Charities Community Services Inc. Westside Head Start and Peoria Unified School District will share all information with each other related to each program. Eligibility guidelines and enrollment procedures may be posted on each other's websites as well as sites within the service area. Contact information for each program will be available to assist families. Information on events may be shared for recruitment opportunities. Kindergarten registration information may be shared with Catholic Charities Community Services Inc. Westside Head Start for the purpose of informing and preparing Head Start families for the transition to the school district.
 - c. **Selection Priorities:** Flyers and information regarding federal income guidelines for both programs and service delivery area information will be available at recruitment events, program offices, schools and community agencies within the service area. Communication and collaboration with the school district's Homeless Liaison and Head Start staff will be ongoing and as needed for the purpose of providing quality services to the homeless community.
 - d. **Service Areas:** Service areas include Peoria Unified School District.
 - e. **Staff training:** Staff training within each agency will be made available as appropriate. Each program will communicate when training opportunities are available.
 - f. **Program Technical Assistance:** Catholic Charities Community Services Inc. Westside Head Start and Peoria Unified School District will work together to link technical assistance services as appropriate.
 - g. **Additional Services for Working Parents:** Coordinated training opportunities will be offered to meet the needs of working parents and families. Information may be shared and provided with logistics of the trainings to families.
 - h. **Transition to Kindergarten:** Catholic Charities Community Services, Inc. Westside Head Start and Peoria Unified School District will work together to promote continuity of services and effective transitions from Head Start to Kindergarten to support children and their families. Transition activities between both programs will occur to include preschool and Kindergarten Instructional Staff, parents/guardians and any other Head Start and Elementary school staff as appropriate. Specific activities will be outlined by each classroom regarding the needs of the children and families to help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program.

B. RESPONSIBILITIES OF PEORIA UNIFIED SCHOOL DISTRICT:

1. Locate and identify preschool children with disabilities through a Child Find effort that includes a process for screening. Identify preschool children of low-income families in the community and refer them to Head Start.
2. Assure that special education services to preschool children with disabilities are provided in accordance with the Individuals with Disabilities Act 2004 [IDEA].
3. Submit and maintain Arizona Special Education census and attendance data on eligible preschool children with disabilities, including eligible children at all Head Start sites within the Peoria Unified School District, for funding entitlement and budget preparations.
4. Provide written notice of evaluation and procedural safeguards to parents and obtain their informed consent to provide special education, psychological, speech/language, occupational and physical therapy evaluations, and therapy services.
5. Place preschool children with disabilities in the least restrictive environment with an opportunity for inclusion and recognize Head Start as a viable placement option.
6. Notify Disabilities Manager and Instructional Staff of scheduled evaluations, MET and/or IEP meetings.
7. Refer children to Head Start who pass Child Find screenings, but who may be income eligible for regular Head Start services.
8. Schedule and coordinate the development of the IEP meetings with appropriate District staff; Head Start personnel, and parent(s). Upon completion of the IEP, provide a copy to parents and Head Start staff.
9. Conduct a year-end evaluation when needed to determine eligibility and development of an IEP for students who qualify for special education services entering Head Start or Kindergarten. This process shall include the parent(s). When possible, the receiving district teacher and/or psychologist may observe the child in a classroom setting prior to the meeting with parent's consent.
10. Provide training to Head Start staff on District forms and procedures upon request. Provide training for emergency evacuation policies and procedures and plans that include: emergency lockdowns, fire drills, school evacuations and bus evacuations.
11. For eligible children at Head Start sites located on school district campuses requiring personalized health care services, the school health aide may participate in training and in *Individual Health Plans* as appropriate. The health aide will be available to answer questions and to provide support/services when agreed upon by both agencies.
12. Will encourage Principals and/or any other administrative staff to participate in the Catholic Charities, WSHS Policy Committee as a community representative and/or as guests to share knowledge and collaborate with Head Start staff and parents to support and promote school readiness and parent engagement.
13. Head Start off campus site within Peoria Unified School District is located at:

Peoria Head Start
11708 N. 80th Ave.
Peoria, AZ 8345

C. RESPONSIBILITIES OF THE HEAD START PROGRAM:

1. Ensure that 10% of enrollment slots are made available to children with disabilities who meet federal poverty level eligibility guidelines, provided Head Start is an appropriate placement according to the child's IEP. If 10% enrollment requirement has not been met, Head Start will extend enrollment opportunities to children up to 250% above the federal poverty level guidelines. Children with disabilities will receive priority placement until the 10% enrollment requirement has been met.
2. Identify preschool children and families in the community that do not qualify for Head Start and refer them to the state funded, First things First, preschool and home-based programs.
3. Screen all enrolled children for potential developmental concerns within 45 calendar days after enrollment. During the intake process, children with developmental concerns may be screened and referred to the District for evaluation
4. If 10% of enrollment slots have not been filled with children with disabilities, Head Start will notify the Peoria Unified School District when openings become available in the Head Start classrooms within the District boundaries and hold an enrollment slot open for 10 calendar days when District indicates that they will most likely be placing a child with an active IEP in that specific Head Start classroom.
5. Ensure that children with disabilities receive all the services to which they are entitled under the Head Start Program Performance Standards.
6. Provide the District with a referral packet containing copies of the Head Start developmental screening results, parental permission to refer, developmental history, sensory screening results (*hearing and vision*), and ongoing assessment information (*Teaching Strategies GOLD for all children with potential concerns.*)
7. Notify special education and related service personnel regarding any changes in classroom schedules (field trips etc.)
8. Provide opportunities for children to practice and generalize within inclusive environments the skills developed through work with district special education personnel.
9. Provide the District with attendance reports when requested, in order to submit and maintain Arizona Department of Education census and attendance data.

10. Share Teaching Strategies GOLD data collection for children enrolled in Head Start. Catholic Charities Westside Head Start will assume responsibility for maintaining a portfolio for these students that are enrolled so that designated personnel identified by the district may have appropriate access to the reported information.
11. Catholic Charities Westside Head Start will assume responsibility for maintaining Teaching Strategies Gold portfolio and for meeting timelines to report checkpoint data to Arizona Department of Education.

Preschool Data Reporting Deadlines

Head Start will enter documentation for each objective and data will be finalized the following months:	ADE collects data for this checkpoint the following months:
<i>October</i>	<i>October</i>
<i>January</i>	<i>February</i>
<i>April</i>	<i>May</i>

12. Coordinate and collaborate with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start agency mandated in the Head Start Act; Public Law 110-134, section 642(e)(5), "Improving Head Start for School Readiness Act of 2007".
13. Will provide opportunities for Principals and/or any other administrative staff to participate in the Catholic Charities, WSHS Policy Council as a community representative and/or as guests for the purpose of sharing knowledge and collaborating with Elementary staff to support and promote school readiness and parent engagement.
14. Will provide opportunities for Health and Nutrition staff to participate and collaborate with Head Start staff, parents and community members at the Health Services Advisory Committee quarterly meeting.

D. AUTHORIZATION

WHEREAS, the Peoria Unified School District offers a variety of service delivery options for preschool children with disabilities which include self-contained and integrated programs in accordance with A.R.S. § 15,771; and

WHEREAS, The Catholic Charities Community Services Inc. Westside Head Start and Early Head Start preschool programs within the Peoria Unified School District are considered part of the continuum of placement options for preschool children with disabilities.

NOW THEREFORE, in compliance with Federal and Arizona State laws and regulations in accordance with Section 642(e)(5)(A) of the Head Start Act, and pursuant to the Parties' mutual desires to work cooperatively through the establishment of working procedures in providing the services required to meet the needs of all preschool children including children with disabilities who are eligible for special education the parties agree to provide the services and facilities indicated.

Catholic Charities warrants that it is in compliance with A.R.S. § 41-4401 and further

warrants its compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A. Each of the parties represents and warrants to each other that this agreement has been duly authorized by all necessary action, and that this agreement constitutes a binding obligation of each party.

E. DEFINITIONS

Adaptive equipment: Any modified device or piece of equipment that enhances the independent functioning of the user.

Child Find: A concerted effort by state and local educational agencies to identify all children with disabilities in need of special education services.

Due process procedures: Those procedures that safeguard the right of children with disabilities under the Individuals with Disabilities Education Act (IDEA).

Free Appropriate Public Education (FAPE): Designed by PL 94-142 to mean special education and related services provided at public expense. Such services are to be described in the IEP, appropriate to the child's individual needs, and delivered by qualified professionals.

Individual Educational Plan/Program (IEP): A component of the IDEA that requires a written plan of instruction for each child ages three to eighteen receiving special services; the IEP must include a statement of the child's present level of educational performance, annual goals, short-term objectives, specific services needed by the child, dates when these services will begin and be in effect, and when the child should be reevaluated. A multi-disciplinary team in cooperation with the child's parents/guardians develops each IEP. Individualized Education Plans are developed through a process of appropriate professionals making **recommendations based on the nature and severity of the disability, least restrictive placement, services and** personnel needed to assist the child in meeting the objectives of the Individualized Education Plan.

Integration: Specifically designed programs that combine typical children and children with disabilities in ongoing activities.

Least Restrictive Environment (LRE): A Concept from IDEA requiring that children with disabilities be educated in an environment that is not more restrictive than their special needs dictate. LRE requires that children with disabilities be educated with non-disabled peers in regular education settings to the maximum extent appropriate.

Local Education Agency (LEA): The school district in which the child resides, or in which the child would attend school. The LEA is the entity that is legally responsible for the provision of a free appropriate public education for children, ages three through eighteen years of age, who are eligible for special education.

Mainstreaming: Programs for children without disabilities in which some children with disabilities are appropriately enrolled.

Multidisciplinary approach: Individuals from different disciplines conduct evaluations and plan appropriate interventions for a given child with documented, suspected, or developmental delays and/or disabled.

Multidisciplinary Evaluation Team (MET): Individuals from different disciplines, including parents, working together to conduct evaluations to determine a child's eligibility for special education services

Related service: Transportation and other developmental, corrective, and support services deemed necessary to assist a child with a disability to benefit from special education.

Screening: The process of testing a large number of children with a relatively fast, easy, and inexpensive procedure in order to identify those that may be in need of further in-depth assessment to determine whether a delay in development exists which may require remediation or therapeutic intervention. Screening is part of Child Find.

Special education: Specially designed individualized instruction, provided at no cost to parents, which meets the child's unique educational needs,

Transdisciplinary approach: The use of a team approach to services in which team members' work across disciplinary boundaries to plan and provide integrated services.

IV. CONFIDENTIALITY

RELEASE OF INFORMATION: The agencies will comply with Arizona Revised Statute (A.R.S.) § 15- 141.

V. TERMS

TERMINATION: Either party may terminate this Agreement at any time upon providing the other party with ninety (90) days written notice or upon mutual agreement. In the event of exercise of termination rights, this Agreement in its entirety shall be of no force or effect, except that the responsibilities and obligations of the County regarding restoration of the property, maintenance and indemnification of the District during the term of this Agreement shall survive.

PROVISIONS: This Agreement is subject to the provisions of A.R.S. §38-51 1 (Right of Cancellation)

REVISION: This Agreement will be reviewed and revised annually by all parties concerned.

AMENDMENTS: This agreement represents the entire agreement between the parties. This Agreement may not be amended except through written statement signed by an authorized Contractor staff member.

ASSIGNMENT PROHIBITED: Contractor shall not assign any rights acquired hereby, nor hypothecate or mortgage this agreement, without first obtaining written consent of the PUSD.

DISPUTE RESOLUTION: In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to accomplish these objectives, the staff and appropriate supervisor **from the respective agencies will meet to reach a solution. In the event that a resolution is not achieved) the area coordinators or their agency counterparts will meet to resolve the issue.**

NONDISCRIMINATION: The Contractor agrees to take all actions necessary to ensure that all, clients and potential clients are treated fairly, with courtesy, and without bias so as to preserve and protect human dignity and to respect cultural diversity. Contractor agrees to comply with all provisions of applicable federal, state and local laws related to discrimination, equal employment opportunity, and the Americans with Disabilities Act.



VI. INDEMNIFICATION and INSURANCE

Catholic Charities Community Services, Inc. and Peoria Unified School District for the purposes of establishing a collaboration to provide preschool services, as outlined in the agreement, herein collectively called "Parties/each Party", to the extent permitted by law, mutually agree to defend, protect, indemnify and hold harmless each Party against and from all claim arising from each Party's own negligence or fault or any of each Party's agents, officers, employees or volunteers for claims arising from the aforementioned agreement. Each Party's insurance shall be primary for claims arising from each party's operations, services and negligence in fulfilling the obligations set forth in the agreement. While Catholic Charities is performing operations at district facility location parties shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. Catholic Charities Community Services, Inc. shall provide public liability and property damage insurance encompassing the premises provided and shall furnish proof of insurance in an amount not less than \$1,000,000 to the District within thirty (30) days of execution of this Agreement. During the term of this Agreement, and any extensions thereof, Catholic Charities Community Services, Inc. agrees that the **District shall be an additional named insured on any insurance encompassing liability for injury to person or property.**

Professional Liability Insurance: Parties shall maintain professional liability insurance with minimum limits of not less than \$1,000,000 per occurrence.

Worker's Compensation Insurance: Parties shall maintain worker's compensation insurance as required by law.

Evidence of Insurance: Parties agree to provide evidence of the above insurance coverage upon request



VII. OFFICIAL ADDRESS AND TITLES

The overall contract administrator for Catholic Charities is Larry Campbell, whose address is 7400 W. Olive Suite 10 Peoria, AZ 85345, and 623-486-9868, ext. 55018. The contract administrator for Peoria Unified School District is Dr. Debbie Pischke whose address is 12995 N. Marshall Ranch Dr. Glendale, AZ 85304, 623-486-6471.

Official representatives for the Organization are:

Paul Mulligan, CEO
Catholic Charities Community Services

Cathy Peterson, Vice President of Programs
Catholic Charities Community Services

All notices and other communications required under this agreement shall be in writing and addressed as follows:

If to Catholic Charities:
Catholic Charities
Attention: Chief Operating Officer
4747 N.7th Ave.
Phoenix, AZ 85013

If to Peoria Unified School District:
Ken Hicks, Chief Financial Officer
& Debbie Pischke, Early Childhood Director
6330 W. Thunderbird Rd.
Glendale, AZ 85306

SIGNATURES:

For Peoria Unified School District:

For Catholic Charities Community Services, Inc.:

(Signature)
Ken Hicks, Chief Financial Officer

(Signature)
Larry Campbell, Director

Date

Date

COPIES:
Catholic Charities (1)
Peoria Unified School District (1)