

## Local Head Start Memorandum of Agreement

This agreement is between the \_\_\_\_\_ Head Start Grantee Program (“Head Start”) and the \_\_\_\_\_ 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.





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.
- l. 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. **(specify)**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

VI. Term of Agreement

The term of this MOA will begin on \_\_\_\_\_ (Beginning Date) and shall terminate on \_\_\_\_\_ (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**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Head Start Grantee Executive Director/Authorized Representative**

\_\_\_\_\_  
*Name*

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*Title*

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*Signature*

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*Date*

**For the School District:**

**Early Childhood Program Director**

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*Name*

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*Title*

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*Signature*

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*Date*

**Superintendent of Schools / Agency Executive Director**

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*Name*

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*Title*

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*Signature*

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*Date*