



Memorandum of Understanding Local Education Agency

KOOTASCA Community Action, Inc.

This Agreement is made by and between KOOTASCA Community Action, Inc., hereinafter referred to as “KOOTASCA,” and *ISD #316 Greenway Schools*, hereinafter referred to as the “LEA,” whose designated business address is *499 Powell Ave, Coleraine, MN 55722*. By signing this Agreement, both parties agree to and are responsible for the terms of this Agreement. The following terms and conditions apply.

Recitals

WHEREAS, under Minn. Stat. § 317A.161 subd. 7, a nonprofit corporation is empowered to enter into agreements and incur liabilities necessary to carry out its corporate purposes.

WHEREAS, KOOTASCA’s purpose of this agreement is to define the working relationship between KOOTASCA Head Start and the LEA to identify, refer, evaluate, coordinate, and support services for children enrolled in or intending to enroll in Head Start and other children in the LEA district, including children who may be eligible for services under Part B or Part C of the Individuals with Disabilities Education Act (IDEA). The agreement includes participation in Child Find, service coordination, least restrictive appropriate community-based services, reduction of unnecessary dual enrollment that limits time in a less restrictive setting, and transitions from Part C to Part B and from preschool to kindergarten for all children. See Exhibit A.

WHEREAS, the intent of this Agreement is to:

1. Define which services will be provided by each agency.
2. Guarantee that all children who are referred for an assessment receive a comprehensive evaluation in a timely manner.
3. Ensure that all children who are eligible for special education services receive a free public education in the least restrictive learning environment.
4. Ensure that both parties collaborate with the appropriate community agencies and families to support all children in the LEA district, including children with disabilities or suspected disabilities.

WHEREAS, the LEA represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of KOOTASCA.

Agreement

1. Term of Agreement

- 1.1 Effective date:** *July 1, 2026*, or the date KOOTASCA obtains all required signatures, whichever is later. This Agreement does not delay, limit, or condition the LEA’s obligation to comply with IDEA, Minnesota special education law, or any child’s IFSP/IEP.
- 1.2 Expiration date:** *June 30, 2027*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. LEA Responsibilities:

- A. Coordinate with KOOTASCA Head Start in local Child Find activities to identify children enrolled in or intending to enroll in Head Start who may be eligible for services under IDEA.
- B. Work with parents/legal guardians and KOOTASCA Head Start to provide coordinated services for all children within the district, including children with disabilities, which may include service planning, communication, referral follow-up, and coordination of supports in Head Start settings when appropriate.

- C. Provide consultation and support to Head Start staff working with children with disabilities, including recommendations for accommodations, inclusion, and implementation of IFSP/IEP services in the classroom or other appropriate community-based settings.
- D. Complete IFSP/IEP evaluations and assessments after referral and in accordance with applicable IDEA timelines, including completion of evaluations within 45 days of receiving a referral when required by this agreement or applicable law.
- E. The LEA will make reasonable efforts to include appropriate KOOTASCA Head Start staff in IFSP and IEP meetings involving enrolled Head Start children whenever parental consent has been obtained to support service coordination, implementation, or transition planning.
- F. Initiate written and/or verbal notice to arrange IFSP/IEP meetings with parents/legal guardians, Head Start staff, and other persons involved with evaluations, assessments, services, and transitions, based on the convenience and accessibility of the parent/legal guardian.
- G. Facilitate IFSP/IEP meetings, periodic reviews, and annual reviews. IFSP/IEP meetings will be held within 30 days of a completed evaluation or within a reasonable period as required by applicable law.
- H. Provide KOOTASCA Head Start with copies of Evaluation Reports, IFSP/IEP documents, IFSP/IEP Snapshot reports, and IFSP/IEP Progress reports upon receipt of a signed Release of Information or other legally sufficient consent.
- I. Promote provision of services in the least restrictive appropriate community-based setting and work with KOOTASCA Head Start to reduce dual enrollment arrangements that would unnecessarily reduce a child's time in a less restrictive setting.
- J. Develop individualized transition plans with parents/legal guardians, ECSE, KOOTASCA Head Start staff, and other appropriate partners for transitions into and from infant/toddler/preschool programs, from Part C to Part B services, and from preschool to kindergarten. Transition planning will include developmentally appropriate practices, continuity of special services, transfer of records and exchange of information with consent, parent participation, timelines for IFSP and IEP transition meetings, identification of the receiving case manager or school contact when available, and distribution of transition information to ECSE, Head Start staff, and parents/guardians.
- K. Provide time for staff meetings, curriculum planning, and joint coordination meetings with KOOTASCA Head Start as needed to support children with disabilities.
- L. The LEA will notify KOOTASCA when scheduled services cannot be provided in the Head Start setting and will communicate plans for make-up services or alternative arrangements, when applicable.
- M. Abide by confidentiality requirements during and after the term of this agreement.
- N. When serving a child who speaks a language other than English, use qualified bilingual staff, contractors, consultants, or interpreters, as appropriate, to assess language skills, conduct screenings and assessments in the language or languages that best capture the child's development and skills, and ensure those conducting the screening or assessment understand the child's language and culture sufficiently to accurately administer, record, and understand the child's responses, interactions, and communications.
- O. The LEA will make reasonable efforts to include appropriate KOOTASCA Head Start staff in kindergarten transition planning for all children enrolled in Head Start who are projected to enter kindergarten in the following school year. Transition planning may include sharing kindergarten registration timelines, school readiness information, family engagement opportunities, classroom visit or orientation options, receiving school contacts, and other transition supports, with parent/legal guardian consent when required.

3. KOOTASCA Head Start Responsibilities:

- A. Recruit, enroll, and serve eligible children aged birth to five, with no less than 10% of the total number of Head Start enrollment opportunities available for children with disabilities.

- B. Coordinate with the LEA to identify children enrolled in or intending to enroll in Head Start who may be eligible for IDEA services, including through Head Start screening and assessment processes and participation in local Child Find efforts.
- C. Coordinate with the LEA to identify children living within the LEA that may be eligible for services with Head Start.
- D. Provide training to Head Start staff on supporting the development, inclusion, and full participation of all children, including children with disabilities and children who may need accommodations or additional supports.
- E. Provide time for staff meetings, curriculum planning, and joint coordination meetings with ECSE staff as needed to support children with disabilities.
- F. Abide by confidentiality requirements during and after the term of this agreement.
- G. Provide information about parental rights, inclusion, and available disability-related services to parents/legal guardians of children with disabilities or suspected disabilities.
- H. Offer to provide relevant information from Head Start screenings, assessments, classroom observations, family input, health information, and developmental information to the IFSP/IEP team, with signed Release of Information or other legally sufficient consent.
- I. Complete developmental, behavioral, motor, language, social, cognitive, and emotional screenings within 45 calendar days of when the child first attends the program and share relevant information with parents/legal guardians and the LEA when consent is obtained.
- J. Complete pre-referral interventions when appropriate, while ensuring referrals are not delayed when a child is suspected of having a disability or when a parent/legal guardian requests referral or evaluation.
- K. Refer children to LEA for IFSP/IEP assessment after pre-referral interventions when appropriate, or earlier when required based on suspected disability, parent request, or applicable law.
- L. Participate in development or review of the IFSP or IEP when requested by the child's parent/legal guardian, including for a child being considered for Head Start enrollment, a currently enrolled child, or a child transitioning from Head Start.
- M. Work with ECSE staff and parents/legal guardians to coordinate and implement IFSP/IEP services in a collaborative manner and in the least restrictive appropriate community-based setting. IFSP/IEP services will be implemented within two weeks after parental consent when required by this agreement or applicable law.
- N. Retain a copy of the IFSP or IEP for any child enrolled in Head Start for the time the child is in the program, consistent with IDEA requirements and applicable privacy requirements.
- O. Report information to parents/legal guardians, both formally and informally, throughout the program year, including through home visits, conferences, and IFSP/IEP meetings.
- P. Develop individualized transition plans with parents/legal guardians in collaboration with ECSE staff for transitions into and from the preschool program and/or into kindergarten. Transition planning will include developmentally appropriate practices, continuity of services, transfer of records and exchange of information with consent, parent participation, an IFSP transition plan in place six months prior to transition when applicable, an IEP transition plan in place 90 days prior to transition to kindergarten when applicable, and communication of transition information to ECSE, Head Start staff, and parents/guardians.
- Q. Coordinate with the LEA to support kindergarten transition planning for all Head Start children projected to enter kindergarten in the following school year. KOOTASCA will share relevant school readiness, attendance, screening, assessment, classroom observation, family input, and transition information with the LEA when parent/legal guardian consent is obtained or otherwise permitted by law, and will support family participation in kindergarten registration, orientation, classroom visits, and other transition activities.
- R. Special Education services will only be provided when the LEA is in session for ISD 316 students.

4. Joint Coordination, Communication, and Issue Resolution. The parties will maintain ongoing communication regarding child and family supports, referrals, screenings, evaluations, IFSP/IEP

development and review when applicable, service coordination, classroom supports, Child Find, transition planning for all children, and family engagement. The parties will designate operational contacts as needed and will communicate by phone, secure email, meetings, or other agreed methods. If questions or concerns arise regarding referral status, evaluation timelines, service coordination, records, transition planning, or implementation of this agreement, the parties will first attempt to resolve the matter through the operational contacts. If unresolved, the matter will be elevated to the Authorized Representatives for review and resolution.

- 5. Data Sharing and Privacy.** The parties will share child and family information only as permitted by applicable law and with signed Release of Information or other legally sufficient consent when required. Shared information may include referrals, screening results, assessment information, classroom observations, family input, health information (when applicable), attendance or transition information for all children, evaluation reports, IFSP/IEP documents (when applicable), progress reports, and other information needed to coordinate services. The parties will use reasonable safeguards to protect confidential information and will limit disclosure to staff or representatives with a legitimate need to know for service coordination, evaluation, implementation, transition, or compliance purposes.

6. Authorized Representatives

KOOTASCA's Authorized Representative is *Sarah Lovejoy, Director of Education*, KOOTASCA Community Action, 822 NE 5th Ave, Grand Rapids, MN 55744, 218-999-0848, or her successor. The Authorized Representative is responsible for monitoring the LEA's performance and has the authority to accept services provided under this Agreement. If the services are satisfactory, KOOTASCA's Authorized Representative will certify acceptance on each invoice submitted for payment.

The LEA's Authorized Representative is *David Pace, Superintendent*, at 499 Powell Ave, Coleraine, MN 55722, or his successor. If the LEA's Authorized Representative changes at any time during this Agreement, the LEA must immediately notify KOOTASCA.

7. Assignment, Amendments, Waiver, and Complete Agreement

7.1 Assignment. The LEA may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of KOOTASCA and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office. Any amendment requested must be approved or denied within 30 calendar days.

7.3 Waiver. If KOOTASCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Complete Agreement. This Agreement contains all negotiations and agreements between KOOTASCA and the LEA. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Governing Law, Jurisdiction, and Venue

This Agreement is governed by Minnesota law. Any legal proceeding arising from this Agreement or its breach must be brought in the appropriate state or federal court with competent jurisdiction in either Koochiching County or Itasca County, Minnesota.

9. Indemnification

The LEA shall indemnify, save, and hold harmless KOOTASCA, along with its agents and employees, from any claims or causes of action, including any attorney's fees incurred by KOOTASCA, arising from the actions of the LEA or the LEA's agents or employees, to the extent that such claims are caused by the LEA's:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) Breach of agreement or warranty.

The indemnification obligations of this section do not apply if the claim or cause of action results from KOOTASCA's sole negligence. This clause will not be construed to bar any legal remedies the LEA may have for KOOTASCA's failure to fulfill its obligations under this Agreement.

10. Workers' Compensation and Other Insurance

The LEA certifies that it complies with all insurance requirements necessary to conduct business in the State of Minnesota. These requirements may include, but are not limited to, the following: workers' compensation insurance; commercial general liability insurance; commercial automobile liability insurance; and professional/technical, errors and omissions, and/or miscellaneous liability insurance. The LEA shall maintain such insurance in force throughout the term of the Agreement.

Further, the LEA certifies compliance with Minn. Stat. § 176.181, subd. 2, regarding workers' compensation insurance coverage.

If the LEA is exempt from workers' compensation insurance under Minn. Stat. § 176.041 or has no employees in the State, the LEA must provide a written statement signed by an authorized representative indicating the qualifying exemption. If, during the term of the Agreement, the LEA becomes eligible for workers' compensation, the LEA must comply with the insurance requirements outlined herein and provide the State with a certificate of insurance.

The LEA's employees and agents will not be considered KOOTASCA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way KOOTASCA's obligation or responsibility.

11. Confidential Information

The LEA may disclose confidential information to KOOTASCA, directly or indirectly, with or without notice of its confidential nature. KOOTASCA agrees to hold all information disclosed by the LEA in confidence and will not disclose the information to others or use it for any purpose without the written permission of the LEA, except as otherwise permitted or required by law or this Agreement.

KOOTASCA Community Action, Inc.

Print name: Sarah Lovejoy

Signature: _____

Title: Director of Education Date: _____

Independent School District 316

Print name: David Pace

Signature: _____

Title: Superintendent Date: _____

EXHIBIT A

Head Start Program Performance Standards Part 1302 – Program Operations

1302.63 Coordination and collaboration with the local agency responsible for implementing IDEA.

(a) A program must coordinate with the local agency responsible for implementing IDEA to identify children enrolled or who intend to enroll in a program that may be eligible for services under IDEA, including through the process described in §1302.33(a)(3) and through participation in the local agency Child Find efforts.

(b) A program must work to develop interagency agreements with the local agency responsible for implementing IDEA to improve service delivery to children eligible for services under IDEA, including the referral and evaluation process, service coordination, promotion of service provision in the least restrictive appropriate community-based setting and reduction in dual enrollment which causes reduced time in a less restrictive setting, 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.

(c) A program must participate in the development of the IFSP or IEP if requested by the child's parents, and the implementation of the IFSP or IEP. At a minimum, the program must offer:

- (1) To provide relevant information from its screenings, assessments, and observations to the team developing a child's IFSP or IEP; and,
- (2) To participate in meetings with the local agency responsible for implementing IDEA to develop or review an IEP or IFSP for a child being considered for Head Start enrollment, a currently enrolled child, or a child transitioning from a program.

(d) A program must retain a copy of the IEP or IFSP for any child enrolled in Head Start for the time the child is in the program, consistent with the IDEA requirements in 34 CFR parts 300 and 303

1302.71 Transitions from Head Start Preschool to kindergarten.

(a) *Implementing transition strategies and practices.* A program that serves children who will enter kindergarten in the following year must implement transition strategies to support a successful transition to kindergarten.

(c) *Community collaborations for transitions.*

- (1) A program must collaborate with local education agencies to support family engagement under section 642(b)(13) of the Act and state departments of education, as appropriate, and kindergarten teachers to implement strategies and activities that promote successful transitions to kindergarten for children, their families, and the elementary school.
- (2) At a minimum, such strategies and activities must include:
 - (i) Coordination with schools or other appropriate agencies to ensure children's relevant records are transferred to the school or next placement in which a child will enroll, consistent with privacy requirements in subpart C of part 1303 of this chapter;
 - (ii) Communication between appropriate staff and their counterparts in the schools to facilitate continuity of learning and development, consistent with privacy requirements in subpart C of part 1303 of this chapter; and,
 - (iii) Participation, as possible, for joint training and professional development activities for Head Start and kindergarten teachers and staff.

(3) A program that does not operate during the summer must collaborate with school districts to determine the availability of summer school programming for children who will be entering kindergarten and work with parents and school districts to enroll children in such programs, as appropriate.