

**MEMORANDUM OF UNDERSTANDING &
LOCAL EDUCATION AGENCY AGREEMENT**
**To provide collaboration for children with disabilities and
to support services that promote school readiness**

Waterville Elysian Morristown #2143 and Tri-Valley Opportunity Council Elysian Area Learning Center Head Start, in accordance with IDEA and with Minnesota Rules governing service for children with disabilities, enter into this agreement for services to individuals with disabilities who reside in Le Sueur county and are enrolled in the Early Head Start, Head Start or Migrant/Seasonal Head Start programs.

Purpose of Agreement
Child with Disabilities

To improve the availability and the quality of services for children and their families;
To define the roles and responsibilities of the named parties toward coordination and greater collaboration and to enhance linkages and relationships; To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate; and,
To reduce duplication and enhance efficiency of services.

School Readiness

To support children's optimal development and readiness for school entry and success;
To address the unique strengths and needs of the local population, such as homeless, migrant or non-English speaking families; To exchange information on the provision of services; and,
To coordinate a comprehensive system that guides and supports the delivery of services to children and their families.

Guiding Principles

Both parties will work together to create and maintain a meaningful partnership that promotes school readiness so that all preschool age children receive comprehensive services in order to prepare them for elementary school success.

SEARCH

LEA will:

- Include Head Start in the Child Find Plan under the Individuals with Disabilities Education Act (IDEA);
- Inform Head Start of the appropriate local referral procedures and referral information to be provided; and, Joel Whitehurst
- Head Start will:
- Participate in the LEA Child Find Plan under IDEA, meeting LEA timelines;
- Screen all enrolled children within the first 45 calendar days of enrollment using the BRIGANCE screening, ASQ-SE and/or other appropriate screening tools if they have not previously participated in Early Childhood Screening. When indicated, and with parent consent, children will be referred to the LEA for developmental assessment;
- Refer children to the LEA for developmental assessment; and,
- Provide information on special education, referral, evaluation, and eligibility to all families with a child suspected of having a disability.

ASSESSMENT

LEA will:

- Ensure a full and individual evaluation is conducted for each child being considered for special education and related services under IDEA;
- With parent consent, include a representative from Tri-Valley Head Start on the multi-disciplinary team;
- Ensure that Parents are notified of the IEP meeting early enough to allow them the opportunity to attend; and,
- Assure that evaluations and determination of eligibility of ECSE/Early Intervention services are completed within thirty school days from the time parents give written permission to LEA to assess children 3-5 years old and within 45 days of referral for children birth to three.

Head Start will:

- With parent consent, assist the LEA in collecting screening results including mental health assessments, health screening/assessment (medical, dental, and nutritional), and ongoing assessment information;
- Participate in evaluation by completing appropriate assessment tools provided by LEA; and,
- Assist the LEA by working with parents to schedule and keep assessment appointments.

EDUCATION PLANS (IEP, IFSP)

LEA will:

- Develop IEP/IFSP, review progress, and update plans according to schedule;
- Take steps to ensure that one or both of the parents is present at the IEP/IFSP meetings;
- Provide special education and related services including, but not limited to, speech therapy remedial services, and transportation as identified in the IEP/IFSP; and,
- Provide consultant, remedial services, specialized equipment/materials or other appropriate supports to children with special needs enrolled in Head Start if deemed necessary.

Head Start will:

- Assist LEA in providing services including joint placement, shared provision and personnel, and accommodations in accordance with child's IEP/IFSP;
- Provide comprehensive child development services to all children enrolled in Head Start;
- Integrate IEP goals and objectives into the child's individualized goals and daily curriculum; and,
- Support parent's participation in the IEP/IFSP process.

Head Start serves as an appropriate option for service delivery in the least restrictive environment. Placement models can include but are not limited to:

- Collaboration with ECSE to provide indirect services to child through Head Start program;
- Services provided directly to the child by ECSE staff in the Head Start classroom;
- Dual programming in both ECSE and Head Start. ECSE staff and Head Start staff consult to ensure consistency of services;
- Collaborative classrooms with LEA and HS teachers team teaching.

PROCEDURAL SAFEGUARDS

LEA will:

- Implement all procedural safe guards in accordance with Minnesota statute and Federal laws and regulations;
- Inform parents of legal rights and protections, including due process hearing and complaint procedures;

- Inform Head Start of any due process hearing, of grievances of children and families who are provided special education by the LEA and enrolled in Head Start; and,
- With parent's written consent, provide information to Head Start.

Head Start will:

- Ensure that all procedural safe guards in accordance with Minnesota and Federal laws and regulations are implemented;
- Inform parents of legal rights and protections; and,
- With parent's written consent, provide information to the LEA.

TRANSITION

LEA will:

- Establish a system to ensure a smooth transition of children with disabilities between Head Start programs and the public school.

Head Start will:

- Assist the LEA in establishing a system to ensure a smooth transition for Head Start students moving between Head Start and the public schools; and,
- Participate in LEA Transition activities as identified in IEPs.

TRAINING AND TECHNICAL ASSISTANCE

LEA will:

- Offer training to both district and Head Start personnel whenever possible; and,
- Participate in Head Start sponsored training opportunities whenever possible.

Head Start will:

- Offer training to both district and Head Start personnel whenever possible;
- Participate in LEA sponsored training opportunities as appropriate; and,
- Designate the Center Manager as the person responsible for the coordination of training opportunities with the LEA.

RESOURCE SHARING

LEA will:

- Finance the costs of special education and related services for all children with special needs as specified in the IEP.

Head Start will:

- Pay for the cost of comprehensive child development services for all children, including children with disabilities, enrolled in Head Start; and,
- Assist families with referrals to appropriate community services that may be of support to the family.

COMMUNICATION

LEA will:

- Provide information on the status of referrals made by Head Start;
- Notify Head Start in regard to dates of initial IEP meetings, Annual IEP meetings and Reevaluations for dually enrolled children with special needs;

- Provide Evaluation Reports for children referred by Head Start and copies of IEPs for children who qualify and receive services; and,
- Notify Head Start of activities that relate to individual children with disabilities or ECSE activities.

Head Start will:

- Provide information regarding students new to the district that have been previously identified and/or qualified for special education services.
- Support parents in transition of services; and,
- Provide current address, phone numbers, and emergency information for students with special needs who will transition to public school.

CONFIDENTIALITY

Both parties commit to following confidentiality requirements regarding the sharing and release of information.

TERMS OF AGREEMENT

This agreement will be jointly reviewed by all parties annually. This agreement will become effective immediately after being signed by all parties.

LEA SIGNATURES

_____	_____
LEA (Special Education Services)	Date
_____	_____
LEA (School Readiness Programming)	Date
_____	_____
Superintendent (only if required by LEA)	Date

HEAD START SIGNATURE

 _____ Center Manager	_____ 5/16/2020 Date
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