

**Memorandum of Understanding between  
Aransas Pass Independent School District and  
Community Action Corporation of South Texas,  
Head Start Birth to Five Program  
Disabilities Component and Kindergarten Transitions  
2024-2025**

The Aransas Pass Independent School District (APISD) and the Community Action Corporation of South Texas (CACOST) Head Start Birth to Five Program, in accordance with IDEA, Part B, the Head Start Act as amended 42 USC 9801 et seq., and The Head Start Program Performance Standard 1302.63, and 1302.71 Transition from Head Start to Kindergarten, enter into this Memorandum of Understanding (MOU) with respect to services for eligible pre-school children with disabilities and all children transitioning to Kindergarten.

**I. Search**

Both parties to this MOU support the right of all eligible children with disabilities to receive a Free Appropriate Public Education (FAPE) including all necessary special education, related services and rules, supplementary aids and services in accordance with relevant state and federal laws, regulations and specifically the Individuals with Disabilities Education Act (IDEA, at 20 U.S. 601 et seq.). For all children that are age eligible transitioning to Kindergarten both parties agree to maintain open communication regarding transition activities to support a successful transition to Kindergarten.

CACOST Head Start implements eligibility criteria in that at least 10% of the total number of enrollment opportunities must be made available to children with disabilities who meet the definition for children with disabilities in Section 1302.14 (b)(1).

**A. The District shall:**

1. Include CACOST Head Start in the Child Find plan under Part B of the Individuals with Disabilities Education Act (IDEA).
2. Inform CACOST Head Start of the referral procedures and referral information.
3. Identify district staff responsible for accepting and processing the referral of pre-school age children from CACOST Head Start.
4. Submit response to the request for evaluation to parents and CACOST within 15 school days of receiving initial referral.
5. Report results of referral and assessment process to CACOST Head Start with parent's written consent.
6. Inform CACOST Head Start when the district is unable to make initial contact with parents.
7. Obtain parental consent for initial evaluation within 5 school days of receiving initial referral, 5 days following parent receiving response to request for evaluation.
8. Invite CACOST Disability Coordinator to any ARD meetings.

**B. CACOST Head Start shall:**

1. Participate in the district Child Find plan under Part B of IDEA.
2. Screen all children within the first 45 days of enrollment and refer those suspected to be in need of special education and related services to the district.
3. Refer children suspected of needing special education to the district within five (5) school days of receiving parental consent for referral and evaluation.
4. Provide district supplied information on special education and the referral process to all families with a child suspected of having a disability.
5. Refer any school age child identified during the intake process that is not enrolled in school.

**II. Assessment**

Each individual with special needs that is assessed for special education services shall have the benefit of a multi-disciplinary team of persons. No single procedure shall be used as a sole criterion for assessment.

**A. The District shall ensure that a full and individual evaluation is conducted for each child being referred and considered for special education and related services under Part B of IDEA.**

- 1) The evaluation is conducted in accordance with procedures, and
- 2) The results of the evaluation are used by the child's IEP team in meeting requirements.
  - a. Parents shall be notified of the Individualized Education Plan (IEP) meeting early enough to ensure an opportunity to attend, at least five (5) school days prior.
  - b. The meeting notice shall also identify any local agency that shall be invited to send a representative. CACOST Head Start is noted to be acknowledged as the other local agency.
- 3) In accordance with Texas Special Ed. Code, the primary timelines affecting special education programs are as follows:
  - a. A proposed observation and/or full evaluation shall be conducted within 45 school days of the date of consent for the initial evaluation and is signed by the parent, as outlined by IDEA, and
  - b. An Individualized Education Plan (IEP), required as a result of the evaluation of a child, shall be developed within a total time not to exceed 30 calendar days after the completion of the comprehensive individual evaluation report.
- 4) If a parent disagrees with the evaluation results, the district shall provide the parent with information pertaining to where the Independent Educational Evaluation (IEE) will be obtained along with agency criteria. The district shall agree to pay for an IEE or request a due process hearing to defend the initial evaluation results.

**B. CACOST Head Start shall:**

1. Assist the District in collecting the health screening (medical, dental, nutritional,

- developmental, speech data) results and ongoing assessment information. Inform parents that the district may ask for additional information.
2. Complete health screenings and LAP-D Screenings on all children within 45 days of enrollment.
  3. Complete Preschool Language Scale - Fifth Edition Screening Test (PLS-5 Screening Test) for children who score at or below the primary cutoff score and screening results indicate R-Refer, who are identified by parents or physicians as potentially requiring further evaluation or who are identified on the Learning Accomplishment Profile Diagnostic, Birth to Kindergarten (LAP B-K) Assessment as having a delay in one or more of the developmental Domains (Fine Motor, Gross Motor, Cognitive, and Language).
  4. Secure parental consent for referral for an evaluation within one (1) week of completing the PLS-5 Screening Test for those children that do not meet the pass criteria.
  5. Share with the district educationally relevant assessments, including results of the LAP-D Screener and/or LAP B-K Assessments and all other developmental appropriate information.
  6. Assist the district by working with parents to schedule and keep evaluation appointments.
  7. Make appropriate referrals throughout the calendar year.
  8. Provide translation services as needed by parents to participate in the evaluation process and ARD meetings when requested.

### **III. Individualized Education Plan**

The child with special needs shall have a right to an appropriate education and related services in accordance with his or her IBP including full educational opportunity in the least restrictive environment, appropriate in light of the child's disabilities and need in accordance with applicable IDEA provisions, IDEA regulation and commissioner's rules.

#### **A. The District shall:**

1. Provide special education, related services and/or supplementary aids and services necessary to confer an educational benefit to children found eligible for services under IDEA through respective comprehensive individual assessments; contingent on parental consent to placement in special education as required by IDEA.
2. Notify the CACOST Head Start Disability Coordinator in writing five (5) school days prior to all initial and/or review ARD committee meetings involving Head Start children.
3. Parents shall be notified of the Individualized Education Plan (IEP) meeting early enough to ensure an opportunity to attend, at least five (5) school days prior.
4. Take steps to ensure that one or both of the parents is present.

5. Provide parent and CACOST Head Start (with parental consent) a copy of the IEP to be implemented at home and in the classroom.
6. Provide parent and CACOST Disability Coordinator (with parental consent) an IEP Progress report on a 6 week basis for each child found eligible according to TEA regulations.

**B. CACOST Head Start shall:**

1. Participate in the development of the IEP for each child with special needs who is or may be enrolled in Head Start. CACOST staff who attend IEP meetings will explain all IEP information, goals and objectives to the CACOST classroom teacher when the teacher is unable to attend the IEP meeting.
2. Provide all comprehensive child development services to all children enrolled at CACOST Head Start to include appropriate classroom space and materials for the provisions of special education, therapy services, social services and parental involvement opportunities consistent with the goals and objectives in each child's Individualized Education Plan (IEP).
3. Implement IEP goals and objectives into the child's individualized daily curriculum in accordance with state certification guidelines and requirements of the IEP. If CACOST Head Start is unable to fully implement any part of the child's IEP, CACOST Head Start shall notify the district as soon as possible, so that the appropriate ARD committee may take any appropriate action expeditiously.
4. Participate in initial and annual IEP reviews (ARD).
5. Ensure that parents are included in the IEP process and provide translation services when a child(ren) and/or parents are non-English speaking, when requested.

**C. Transportation Services:**

The District will offer transportation to children whose parents qualify for their child to receive transportation services - Early Childhood Special Education (ECSE) .

**IV. Procedural Safeguards**

The individual shall be afforded procedural safeguards and confidentiality of all identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA, at 20 U.S. C. s 1232g), IDEA and both laws implementing federal regulations.

**A. The District shall:**

1. Implement all procedural safeguards in accordance with Texas and federal laws and regulation.
2. Inform parents of their rights under IDEA.
3. Provide a copy of parent notice of Procedural Safeguards under IDEA.
4. Provide a Special Education staff to explain the district's special education process, as needed.
5. Volunteers and contractors, whether paid or unpaid, who are regularly or frequently present at the child-care center, but not counted in the child-care ratio must comply with Minimum Standards that apply to employees and complete notarized licensing affidavit form and receive orientation to the child care center (Minimum Standards 746.1401).

**B. CACOST Head Start shall:**

1. Ensure that all procedural safeguards in accordance with Texas and federal laws and regulations are implemented.
2. Inform parents of their rights under IDEA.
3. Provide information and/or further training on topics related to parent rights or IDEA, when requested by a parent.
4. Provide information to the district as requested, with parent's written consent.

**V. Transition**

The child enrolled with Head Start shall have an on-going Transition Goal Setting Plan.

**A. The district shall:**

1. Establish a system to ensure a smooth transition of children with disabilities from CACOST Head Start to the public school.
2. Participate in the CACOST Head Start Transition Committee Meeting.
3. Facilitate transition activities to support Head Start children and families as they are preparing to enter Kindergarten. Activities begin in the Spring and will be based on the number of children transitioning to the district. This may include the school principal, administrator, nurse, librarian, kindergarten teachers, school counselor, etc.

**B. CACOST Head Start shall:**

1. Conduct the Transition Committee Meeting.
2. Provide the district annually, the number of children receiving services under IEPs for the LEA Child Count.
3. Inform parents of potential resources such as the Supplemental Security Income (SSI) Program and the Early & Periodic Screening, Diagnosis & Treatment (EPSDT) Program and assist with initial efforts to access such resources.
4. With parent consent, transfer of child's records will include, Consent to Release Information, Information Sharing Form, Developmental Checklist, IEP (if applicable, Children's Art and Writing Samples). Portfolio packets are assembled throughout the school year and released to the district school where the child will be attending.
5. The district will receive and review the transition portfolio packet for every child that is transitioning from Head Start. The transition portfolio is kept as part of the child's school record.
6. Provide translation services to parents of Dual Language Learners transitioning to Kindergarten as needed.
7. The Parent, Family and Community Engagement Specialist will help families transfer records to receiving schools and will provide families with information related to district school programs as they relate to attendance, nutrition, and education services.
8. The Parent, Family, and Community Engagement Specialist will coordinate transition activities with the district that will begin in the Spring.

## **VI. Training and Technical Assistance**

### **A. The district shall:**

1. Participate in CACOST Head Start sponsored training opportunities as appropriate.

### **B. CACOST Head Start shall:**

1. Offer training to district and CACOST Head Start staff as appropriate.
2. Designate the Disability Coordinator as the person responsible for the coordination of training opportunities with the district, upon request.
3. Participate in the district sponsored training opportunities, as appropriate.
4. At least once per school year, provide in-service training for CACOST Head Start staff and parents to assist in the proper provisions of educational services to eligible children and increase awareness of the referral, evaluation, and placement process under IDEA. Said training may be coordinated with the training efforts of Region 2, Education Service Center in Corpus Christi, Texas.

## **VII. Confidentiality**

The district as well as CACOST Head Start Birth to Five Program have the responsibility of treating all information regarding enrolled children and families as confidential information ensuring records are guarded and protected.

The district and CACOST Head Start Birth to Five Program will collaborate throughout the program year to address concerns or questions. If questions or issues arise from either party in relation to the implementation of this agreement the following individuals are to be contacted:

### **VII. Collaboration**

#### **Director of Special Programs**

Chris Johnson

2300 McMullen Lane Suite 600

Aransas Pass, TX 78336

(361)758-4200 Ext. 150

[cjohnson@apisd.org](mailto:cjohnson@apisd.org)

#### **CACOST Disability Coordinator**

Roxanne Tobias

31 Griffith Dr. #2B

Rockport, Texas 78382

361-664-0145 Ext. 3718

[roxanne.tobias@cacost.org](mailto:roxanne.tobias@cacost.org)

**IX. Terms of the Memorandum of Understanding**

This Memorandum of Understanding (MOU) will become effective upon signature by the authorized representative of the respective parties with authority to bind the parties under this MOU.

This Memorandum of Understanding (MOU) is to be reviewed annually or sooner by the district and CACOST Head Start and may be terminated by either party after 30 days prior written notice of intent to terminate. This provision does not preclude the parties from revising the Memorandum of Understanding at any time, when they determine a revision is necessary.

This Memorandum of Understanding (MOU) is subject to the availability of federal funds and it may be terminated if the Administration for Children and Families (ACF) terminates or reduces CACOST Head Start Birth to Five Program's award.

**X. Signatures**

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Glenn Barnes, Superintendent of Schools  
Aransas Pass Independent School District

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Date

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Chris Johnson, Director of Special Programs  
Aransas Pass Independent School District

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Date

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Ann Awalt, Executive Director  
Community Action Corporation of South Texas

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Date

2024-2025