

**AGREEMENT**  
**BETWEEN**  
**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**  
**AND**  
**EPISCOPAL CHILDREN’S SERVICES HEAD START**

This Agreement is between School Board of Clay County, Florida (“THE SCHOOL DISTRICT OF CLAY COUNTY”) and Episcopal Children’s Services Head Start (“EPISCOPAL CHILDREN’S SERVICES HEAD START”) for the period of August 1, 2009 – July 31, 2010.

**Purpose of Statement**

The purpose of this Agreement is to establish working procedures between THE SCHOOL DISTRICT OF CLAY COUNTY and EPISCOPAL CHILDREN’S SERVICES HEAD START in the provision of services to preschool children eligible for special education in compliance with Federal and State laws and regulations.

It is the intent of this Agreement to:

1. Define which service shall be provided by each Agency.
2. Ensure that children eligible for preschool special education services receive a free and appropriate public education (FAPE), as required by law, in the least restrictive environment (LRE).
3. Ensure that each Agency cooperatively maintains communication and shares leadership responsibility at the local level to assure that available resources are utilized in the most effective manner.
4. Ensure that cooperative agreements between THE SCHOOL DISTRICT OF CLAY COUNTY and EPISCOPAL CHILDREN’S SERVICES HEAD START are developed, implemented, preserved and evaluated.

This Agreement applies only to preschool children three years old to kindergarten age who are eligible for special education services. Throughout this agreement the use of “THE SCHOOL DISTRICT OF CLAY COUNTY” in a context requiring some action, shall include personnel employed by THE SCHOOL DISTRICT OF CLAY COUNTY to perform specific teaching/evaluation functions.

**Program Mandates**

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Provide services to preschool children with disabilities on a mandatory basis (Individuals with Disabilities Act (IDEA 2004).
2. Provide preschool children with disabilities a free and appropriate education (FAPE) including the development and implementation of an Individualized Education Plan (IEP) to place preschool children with disabilities in the least restrictive environment

with opportunities to interact with non-disabled peers to the maximum extent possible.

3. Work with appropriate community agencies to provide services to preschool children with disabilities.
4. Submit and maintain census and attendance data on eligible preschool children with disabilities for funding entitlement and budget preparations.
5. Provide services to eligible children to the extent defined within this Agreement.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Recruit, enroll, and serve eligible children age's three to five. No less than 10% of the total number of enrollment opportunities in EPISCOPAL CHILDREN'S SERVICES HEAD START shall be available to children with disabilities who are eligible to participate.
2. Screen all enrolled children within 45 days of enrollment to identify concerns in the areas of health (hearing, vision, dental and physical) and development (cognition, communication, fine and gross motor, social/emotional and behavioral).
3. Refer children who are suspected of having a disability after the screening process, via the Child Health and Disabilities Coordinator, to THE SCHOOL DISTRICT OF CLAY COUNTY. These referrals shall be made in a timely manner to ensure inclusion in the FTE count.
4. Interact and collaborate with other community agencies in order to provide services to children with disabilities.
5. Assure that children with disabilities receive all services to which they are entitled according to Head Start Performance Standards for Children with Disabilities (CFR 45 Part 1308).
6. Provide services to eligible children to the extent defined within this Agreement.
7. Provide child/parent counseling and behavior interventions as available through EPISCOPAL CHILDREN'S SERVICES HEAD START and provide this information as part of any referral to THE SCHOOL DISTRICT OF CLAY COUNTY.

**Service Implementation:**

Child Find

The SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Conduct screenings on referred children
2. Be an active participant on THE SCHOOL DISTRICT OF CLAY COUNTY Child study team.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Ensure that, within 45 days of enrollment into the EPISCOPAL CHILDREN'S SERVICES HEAD START, all children receive health and developmental screenings.
2. Provide names of the children, via the Child Health and Disabilities Coordinator, who need follow-up services to THE SCHOOL DISTRICT OF CLAY COUNTY. All information shall be reported to Child Find.
3. Be an active participant of THE SCHOOL DISTRICT OF CLAY COUNTY Child study team.

Referral for Evaluation

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Accept appropriate referral information from EPISCOPAL CHILDREN'S SERVICES HEAD START, via the Child Health and Disabilities Coordinator, throughout the school year.
2. Schedule and conduct evaluations of children who, based upon EPISCOPAL CHILDREN'S SERVICES HEAD START screenings, and parental permission, demonstrate the need for further assessment.
3. Schedule evaluations for children enrolled in EPISCOPAL CHILDREN'S SERVICES HEAD START whose parents contact THE SCHOOL DISTRICT OF CLAY COUNTY.
4. Send copy of evaluations and other pertinent information to EPISCOPAL CHILDREN'S SERVICES HEAD START Child Health and Disabilities Coordinator.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Refer any child who, based on screening results, is in need of further evaluation to THE SCHOOL DISTRICT OF CLAY COUNTY.
2. Obtain parental permission for referral to THE SCHOOL DISTRICT OF CLAY COUNTY.
3. Send referral packet with all relevant information requested by THE SCHOOL DISTRICT OF CLAY COUNTY to include screening information and teacher reports (if available).
4. Assist THE SCHOOL DISTRICT OF CLAY COUNTY in scheduling children for evaluation.
5. Provide THE SCHOOL DISTRICT OF CLAY COUNTY with the names of children who have been evaluated, when using EPISCOPAL CHILDREN'S SERVICES HEAD START resources, provided parental permission has been granted.

Comprehensive Evaluation

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Review and use the referral information to determine the developmental areas in which the child needs further assessment.
2. Conduct appropriate evaluations on EPISCOPAL CHILDREN'S SERVICES HEAD START children referred to THE SCHOOL DISTRICT OF CLAY COUNTY.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Collaborate with THE SCHOOL DISTRICT OF CLAY COUNTY to seek evaluations from outside the School District and EPISCOPAL CHILDREN'S SERVICES HEAD START when appropriate.
2. Provide THE SCHOOL DISTRICT OF CLAY COUNTY with information obtained through internal and external evaluations, given parental permission is granted.

#### Individualized Education Plan Development

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Convene an Individualized Education Plan team meeting and invite appropriate EPISCOPAL CHILDREN'S SERVICES HEAD START personnel to attend. Notification of meeting to be sent to the EPISCOPAL CHILDREN'S SERVICES HEAD START teacher or coordinator.
2. Provide EPISCOPAL CHILDREN'S SERVICES HEAD START with a copy of the IEP and other relevant documents.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Assist in the coordination of the IEP meeting for EPISCOPAL CHILDREN'S SERVICES HEAD START children.
2. Require appropriate staff to attend the IEP meeting.
3. Receive a copy of the IEP and other relevant documents.
4. Invite THE SCHOOL DISTRICT OF CLAY COUNTY, in writing, to attend any IEP meeting initiated by EPISCOPAL CHILDREN'S SERVICES HEAD START.
5. Refer children who have IEPs that currently do not meet their needs, to THE SCHOOL DISTRICT OF CLAY COUNTY and participate in the reconvening of the multidisciplinary team.

#### Placement

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Make every effort to maintain the placement of children in EPISCOPAL CHILDREN'S SERVICES HEAD START, providing the necessary supports and services, as deemed appropriate by the IEP team.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Continue to make enrollment determination based upon EPISCOPAL CHILDREN'S SERVICES HEAD START guidelines.
2. Make available a minimum of 10% of its enrollment opportunities to children with disabilities.

Delivery of Services

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Collaborate with Head Start to provide transportation to a specific site should services not be provided at the Head Start Center.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Collaborate with THE SCHOOL DISTRICT OF CLAY COUNTY to provide transportation to a specific site.
2. Provide individualized instruction, if appropriate, for children who demonstrate delay in one or more developmental areas.

Procedures for Hiring and Supervising Staff Providing Special Services

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Hire staff who meets the certification, licensure or educational requirements for services provided directly by THE SCHOOL DISTRICT OF CLAY COUNTY.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Ensure that special education and related services are provided by, or under the supervision of, personnel meeting state qualifications, such as CDAs.

Monitoring and Reporting Responsibilities

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Monitor/supervise services provided to Head Start through THE SCHOOL DISTRICT OF CLAY COUNTY Exceptional Student Education (ESE) Department.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Attend periodic meetings, as needed, with THE SCHOOL DISTRICT OF CLAY COUNTY.
2. Participate in coordination for child count.
3. Report available placement information.
4. Share information on the provision of services to children.

### **Confidentiality**

THE SCHOOL DISTRICT OF CLAY COUNTY and EPISCOPAL CHILDREN'S SERVICES HEAD START shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA) and Florida Statute 1002.22.

### **Training and Technical Assistance**

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Provide technical assistance and training to EPISCOPAL CHILDREN'S SERVICES HEAD START staff regarding services to eligible children.
2. Notify EPISCOPAL CHILDREN'S SERVICES HEAD START of training sessions so that EPISCOPAL CHILDREN'S SERVICES HEAD START staff can attend, when appropriate.
3. Make arrangements for ESE school staff to attend training sessions provided by EPISCOPAL CHILDREN'S SERVICES HEAD START, when appropriate.
4. Provide EPISCOPAL CHILDREN'S SERVICES HEAD START teaching staff with information and technique on the child's specific needs as determined by the IEP.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Notify THE SCHOOL DISTRICT OF CLAY COUNTY of training sessions so that the ESE staff can attend, when appropriate.
2. Make arrangements for appropriate EPISCOPAL CHILDREN'S SERVICES HEAD START staff to attend training sessions provided by ESE Staff, when appropriate.
3. Notify district ESE staff of technical assistance and needs, when appropriate.

### **Transition**

THE SCHOOL DISTRICT OF CLAY COUNTY shall:

1. Collaborate with EPISCOPAL CHILDREN'S SERVICES HEAD START in the planning of transitioning all children into elementary school to include site visits and meeting kindergarten teachers.

EPISCOPAL CHILDREN'S SERVICES HEAD START shall:

1. Ensure that parental permission has been obtained to forward records of the School District. Upon such, records shall then be sent.

2. Collaborate with THE SCHOOL DISTRICT OF CLAY COUNTY with the planning of transitioning all children into elementary school to include site visits and meeting kindergarten teachers.

### **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 shall to reach a solution. In the event that a resolution is not achieved, the assistant director to their agency counterparts shall meet to resolve the issue.

### **Jessica Lunsford Act**

Under the Jessica Lunsford Act the Contractor(s) and all their employees as required by law must obtain a Level II fingerprinting. All cost associated with obtaining fingerprinting shall be at no expense to the School Board. Refer to THE SCHOOL DISTRICT OF CLAY COUNTY web site at [www.clay.k12.fl.us](http://www.clay.k12.fl.us) and click onto Jessica Lunsford Act for more information on when and how to obtain fingerprinting under this law.

### **Special Conditions**

The SCHOOL DISTRICT OF CLAY COUNTY will provide inclusion opportunities for HEAD START clients with disabilities by funding a part-time consultative service with an ESE certified teacher. The teacher will consult with HEAD START teachers about accommodations for HEAD START clients with disabilities. The HEAD START teacher, ESE teacher, and the parent will participate in the Individual Educational Plan (IEP) meeting and the start date for services will be determined. The data sheet and IEP information will be entered by the ESE Department.

**Termination/Review**

This Agreement will be reviewed and revised by THE SCHOOL DISTRICT OF CLAY COUNTY and EPISCOPAL CHILDREN’S SERVICES HEAD START on an as needed basis, or at least once annually. This Agreement may be terminated by either party upon thirty days written notice.

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Charles E. Van Zant, Jr., Chairman of the Board  
School District of Clay County

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Date

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Ben Wortham, Superintendent  
School District of Clay County

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Date

\_\_\_\_\_  
Terry Roth, ESE Supervisor  
School District of Clay County

\_\_\_\_\_  
Date

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Connie Stophel, CEO  
Episcopal Children’s Services

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Date