

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
EPISCOPAL CHILDREN’S SERVICES HEAD START/EARLY HEAD START**

This Agreement is between School Board of Clay County, Florida (“THE SCHOOL BOARD OF CLAY COUNTY”) and Episcopal Children’s Services Head Start/Early Head Start for the period of **July 1, 2015 – June 30, 2016**.

Purpose Statement

The purpose of this Agreement is to establish working procedures between THE SCHOOL BOARD OF CLAY COUNTY and Episcopal Children’s Services Head Start/Early 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 will 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 BOARD OF CLAY COUNTY and Episcopal Children’s Services Head Start/Early Head Start are developed, implemented, preserved, and evaluated.

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

Program Mandates

Responsibility of THE SCHOOL BOARD OF CLAY COUNTY:

1. Provide services to preschool children with disabilities on a mandatory basis (Expanded Requirements of the Individuals with Disabilities Act as amended P.L. 102-119).
2. Provide preschool children with disabilities a free and appropriate education (FAPE) including the development and implementation of an Individualized Education Plan (IEP).
3. Place preschool children with disabilities in the least restrictive environment with opportunities to interact with non-disabled peers to the maximum extent possible.

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

Responsibility of Episcopal Children's Services Head Start/Early Head Start:

1. Recruit, enroll, and serve eligible children age's three to five. Ten percent of the total number of enrollment opportunities in Episcopal Children's Services Head Start/Early 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 Disabilities Specialist, to THE SCHOOL BOARD OF CLAY COUNTY. These referrals will 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/Early Head Start and provide this information as part of referral to THE SCHOOL BOARD OF CLAY COUNTY.

Service Implementation:

Child Find

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Provide consultative services, training and technical assistance to Episcopal Children's Services Head Start/Early Head Start staff, upon request.
2. Conduct screenings or review Episcopal Children's Services Head Start/Early Head Start screenings on referred children.
3. Be an active participant on THE SCHOOL BOARD OF CLAY COUNTY child study team.

Episcopal Children's Services Head Start/Early Head Start shall:

1. Ensure that, within 45 days of enrollment into the Episcopal Children's Services Head Start program, all children receive health and developmental screenings.
2. As needed, the Disabilities Specialist will complete the BDI-2 Screener after the 45 day screenings.

3. Provide names of the children, via the Disabilities Specialist, that need follow-up services to THE SCHOOL BOARD OF CLAY COUNTY. All information will be reported to Child Find and entered into the Chris system.
4. Be an active participant on THE SCHOOL BOARD OF CLAY COUNTY child study team.

Referral For Evaluation

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Accept appropriate referral information from Episcopal Children's Services Head Start/Early Head Start via the Disabilities Specialist throughout the school year.
2. Schedule and conduct evaluations of children who, based upon Episcopal Children's Services Head Start/Early Head Start screenings, and parental permission, demonstrate need for further assessment. These assessments shall occur in the developmental areas indicated in the screenings and shall be used to determine eligibility for exceptional student education services.
3. Schedule evaluations for children enrolled in Episcopal Children's Services Head Start/Early Head Start whose parents contact THE SCHOOL BOARD OF CLAY COUNTY.
4. Send copy of evaluations and other pertinent information to Episcopal Children's Services Head Start Disabilities Specialist, upon request.

Information regarding evaluations and other pertinent information shall be sent to:
Episcopal Children's Services
ATTN: Head Start Disabilities Specialist
8443 Baymeadows Rd Suite 1
Jacksonville FL 32256

Episcopal Children's Services Head Start/Early Head Start shall:

1. Refer any child who, based on screening results, is in need of further evaluation to THE SCHOOL BOARD OF CLAY COUNTY.
2. Obtain parental permission for referral to THE SCHOOL BOARD OF CLAY COUNTY.
3. Send referral packet with all relevant information requested by THE SCHOOL BOARD OF CLAY COUNTY to include screening information and teacher reports (if available).
4. Assist THE SCHOOL BOARD OF CLAY COUNTY in scheduling children for evaluation.
5. Provide THE SCHOOL BOARD OF CLAY COUNTY / FDLRS with the names of children who have been evaluated, when using Episcopal Children's Services Head Start/ Early Head Start's resources, provided parental permission has been granted.

Comprehensive Evaluation

THE SCHOOL BOARD 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/Early Head Start children referred to THE SCHOOL BOARD OF CLAY COUNTY.

Episcopal Children's Services Head Start will:

1. Collaborate with THE SCHOOL BOARD OF CLAY COUNTY to seek evaluations from outside the School Board and Episcopal Children's Services Head Start/Early Head Start when appropriate.
2. Provide THE SCHOOL BOARD OF CLAY COUNTY with information obtained through internal and external evaluations, given parental permission is granted.

Individualized Education Plan Development

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Convene an Individualized Education Plan team meeting and invite appropriate Episcopal Children's Services Head Start/Early Head Start personnel to attend. Notification of meeting to be sent to the Episcopal Children's Services Head Start Disabilities Specialist and Family Support Specialist.
2. Provide Episcopal Children's Services Head Start/ Early Head Start with a copy of the IEP and other relevant documents.

Information regarding evaluations and other pertinent information shall be sent to:
Episcopal Children's Services
ATTN: Head Start Disabilities Specialist
8443 Baymeadows Rd Suite 1
Jacksonville FL 32256

Episcopal Children's Services Head Start/Early Head Start shall:

1. Assist in the coordination of the IEP meeting for Episcopal Children's Services Head Start/Early Head Start children.
2. Require appropriate staff to attend the IEP meeting.
3. Receive a copy of the IEP and other relevant documents.
4. Refer children who have IEPs that currently do not meet their needs, to THE SCHOOL BOARD OF CLAY COUNTY and participate in the reconvening of the multidisciplinary team.

Placement

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Make every effort to maintain the placement of children in Episcopal Children's Services Head Start/Early Head Start, providing the necessary supports and services, as deemed appropriate by the IEP team.

Episcopal Children's Services Head Start/Early Head Start shall:

1. Continue to make enrollment determination based upon Head Start guidelines.
2. Make available ten percent of its enrollment opportunities to children with disabilities.

Delivery of Services

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Provide therapy and consultative services, whenever possible, at the Episcopal Children's Services Head Start/Early Head Start center.

2. Collaborate with Episcopal Children's Services Head Start/Early Head Start to provide transportation to a specific site should services not be provided at the Episcopal Children's Services Head Start/Early Head Start center.

Episcopal Children's Services Head Start/Early Head Start shall:

1. Collaborate with THE SCHOOL BOARD OF CLAY COUNTY to provide transportation to a specific site should services not be provided at the Head Start center.
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 BOARD OF CLAY COUNTY shall:

1. Hire staff who meets the certification, licensure, or educational requirements for services provided directly by THE SCHOOL BOARD OF CLAY COUNTY.
2. Provide supervision of Head Start staff, which meets the criteria for supervision as set forth in the *Florida State Standards and Regulations*.

Episcopal Children's Services Head Start/Early 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 CDA's.

Monitoring and Reporting Responsibilities

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Monitor/supervise services provided to Episcopal Children's Services Head Start/Early Head Start through THE SCHOOL BOARD OF CLAY COUNTY ESE department.
2. Provide parents and Disabilities Specialist with progress reports from the child's therapist, upon request.

Episcopal Children's Services Head Start shall:

1. Attend periodic meetings, as needed, with THE SCHOOL BOARD 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 BOARD OF CLAY COUNTY and Episcopal Children's Services Head Start/Early Head Start shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

Training and Technical Assistance

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Provide technical assistance and training to Episcopal Children's Services Head Start/Early Head Start staff regarding services to eligible children, upon request.

2. Notify Episcopal Children's Services Head Start/Early Head Start of training sessions so that Episcopal Children's Services Head Start/Early 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/Early Head Start, when appropriate.
4. Provide Episcopal Children's Services Head Start/Early Head Start teaching staff with information and techniques on the child's specific needs as determined by the IEP, upon request.

Episcopal Children's Services Head Start/Early Head Start shall:

1. Notify THE SCHOOL BOARD 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/Early Head Start staff to attend training sessions provided by ESE staff, when appropriate.
3. Notify Board ESE staff of technical assistance and training needs, when appropriate.

Transition

THE SCHOOL BOARD OF CLAY COUNTY shall:

1. Include a transition plan in the IEP.
2. Collaborate with Episcopal Children's Services Head Start with the planning of transitioning all children into elementary school to include site visits and meeting kindergarten teachers.

Episcopal Children's Services Head Start/Early Head Start shall:

1. Collaborate with THE SCHOOL BOARD OF CLAY COUNTY with the planning of transitioning all children into elementary school to include site visits and meeting kindergarten teachers.
2. Ensure that parental permission has been obtained to forward records of the School Board. Upon such, records shall then be sent.

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 will meet to reach a solution. In the event that a resolution is not achieved, the assistant director to their agency counterparts will 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 and pass a background check prior to having any contract with children. All cost associated with obtaining fingerprinting shall be at no expense to the School Board. Refer to THE SCHOOL BOARD OF CLAY COUNTY web

site at www.clay.k12.fl.us and click onto the Jessica Lunsford Act for more information on when and how to obtain fingerprinting and background check under this law.

Further Agreements

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that **which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign** immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

Special Conditions:

THE SCHOOL BOARD OF CLAY COUNTY will provide inclusion opportunities for Episcopal Children’s Services Head Start/Early Head Start clients with disabilities by funding a part-time consultative service with an ESE certified teacher. The teacher will consult with Episcopal Children’s Services Head Start/Early Head Start teachers about accommodations for Episcopal Children’s Services Head Start/Early Head Start clients with disabilities. The Episcopal Children’s Services Head Start/Early 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 memorandum of understanding will be reviewed and revised by THE SCHOOL BOARD OF CLAY COUNTY and Episcopal Children’s Services Head Start/Early 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.

Johnna McKinnon
Chairman of the Board
School Board of Clay

Date

Charlie Van Zant, Jr.
Superintendent
School Board of Clay County

Date

Terry D. Roth
Director, ESE and Student Services
School Board of Clay County

Date

Connie Stophel
Chief Executive Officer
Episcopal Children’s Services

Date