

Memorandum of Agreement

This agreement is made between East Coast Migrant Head Start Project [hereinafter referred to as 'ECMHSP'], Jennings Campus, 3426 NW County Rd 143, Jennings, FL 32053, and School District of Hamilton County 5683 US Highway 129 S., Suite 1, Jasper FL 32052. It is the intent of both parties, through a collaborative effort with families, to provide services to preschool children with suspected and/or diagnosed disabilities, who reside in Hamilton County. This agreement replaces any existing agreements between both agencies and is effective through March 29, 2024.

Purpose:

The purpose of this agreement is to continue to enhance the working relationship between ECMHSP and Hamilton County Schools in their joint efforts towards the identification, referral, and delivery of special education services to preschoolers and their families, who are residents of Hamilton County in compliance with Federal and State laws and regulations.

It is the intent of this agreement to:

- 1.) Ensure that cooperative arrangements between ECMHSP and the School District of Hamilton County are developed, implemented, and preserved.
- 2.) Ensure that each agency cooperatively maintains communication and shares leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.
- 3.) Determine the roles and responsibilities of each agency throughout the identification, referral, evaluation, and service delivery processes.

This agreement applies to children ages three to five years enrolled in ECMHSP program, who are residents of Hamilton County.

Responsibilities:

I. ECMHSP agrees to:

- A. Participate in community Child Find activities that support the School District of Hamilton County in locating preschoolers potentially eligible for Special Education Services.
- B. Complete health screenings, including hearing and vision, on all preschoolers, within 30 days of enrollment in ECMHSP as required in the Head Start Program Performance Standards.
- C. Complete the developmental screening on all preschoolers within two (2) weeks of enrollment in ECMHSP. ECMHSP uses the ASQ-3 for children up to 66 months and over to assess Kindergarten Readiness Skills.
- D. Complete the Desired Results Developmental Profile (DRDP), according to Regional timelines on all preschoolers within eight (8) weeks of enrollment.
- E. Review screening results, classroom DRDP observations, parent concerns and other relevant information available within two (2) days of the completed screening, or identified concern, to determine if a referral is recommended in accordance with Head Start Program Performance Standards.
- F. Secure parental consent for referral within two (2) days of an identified concern in development for those preschoolers with suspect screening results, with DRDP scores showing a delay in any

area, or who were identified by parents or physicians as needing further evaluation.

- G. With parental consent, refer all preschoolers who may be eligible to the School District of Hamilton County within two (2) days of receiving parental consent. Referrals will include all health and developmental screening results, health history, immunization records and any written observations that have been completed. Referrals will be completed on School District of Hamilton County intake form and will specify concerns (i.e., social-emotional, gross motor, fine motor, cognitive, language, articulation, attention, etc.).
- H. Meet with parents within two (2) days of enrollment, or within two (2) days of determining a child has an Individualized Education Program (IEP), to obtain consent to refer for continuity of services and consent to release information.
- I. Refer all preschoolers that enroll with a current, valid evaluation or a current IEP within two days (2) of parent consent to School District of Hamilton County for continuity of services.
- J. Refer all children with an Individualized Family Service Plan (IFSP) to School District of Hamilton County 90 days prior to their third birthday or as soon as child enrolls if within 90 days of third birthday. Children without an IFSP but potentially eligible for services will be referred only to [EIP] if more than 90 days from their third birthday, and to both the School District of Hamilton County & [EIP] if within 90 days of their third birthday to limit delays in evaluation and provide consistency in the referral process.
- K. Provide an inclusive classroom learning environment where special education and related services can be delivered within the child's natural environment, routines, and activities during program hours and in accordance with the IEP.
- L. Provide space at the center as needed for special education service coordination, IEP meetings, assessment and evaluation activities and other opportunities to support parent engagement and participation by staff from both agencies.
- M. Participate in the multidisciplinary evaluation by providing classroom DRDP observations, DRDP assessment results, according to Regional timelines, and other information, as needed.
- N. Participate in the development, implementation, and review of the IEP, as appropriate.
- O. Transport and provide translation services, as needed, to support parent attendance and engagement in evaluations and service planning meetings when requested.
- P. Assist parents in collaborating with School District of Hamilton County by bringing all necessary documents for timely enrollment and registration at the necessary school site.
- Q. Participate in the School District of Hamilton County child counts, as appropriate.
- R. With parental consent, disclose Personally Identifiable Information (PII) from child's record to School District of Hamilton County to allow School District of Hamilton County to facilitate services and/or provide services to the child in accordance with this agreement.

II. School District of Hamilton County agrees to:

- A. Refer, with parental consent, children who are potentially eligible for placement to ECMHSP.
- B. Evaluate children, who are residents of Hamilton County, who are referred to its School District, with parental consent, for eligibility in the 619 programs.

- C. Notify Head Start of evaluations and of the IEP meeting at least one (1) week prior to scheduling. School District of Hamilton County administrative staff or designee will call and/or email Early Childhood Education Disability Coordinator (ECEDC) at the appropriate sites (with parental consent, obtained at initial referral) to notify of the date.
- D. Coordinate special education services for children with disabilities, who are residents of Hamilton County. Children enrolling with an out of state IEP will receive comparable services until such time that School District of Hamilton County evaluation and eligibility meeting may take place to determine Florida eligibility.
- E. A multidisciplinary evaluation and IEP meeting will be conducted within ninety (90) days of receiving a referral from ECMHSP.
- F. Provide copies of signed IEP and evaluations to the center's ECEDC with authorization for release of information from parents. School District of Hamilton County administrative staff or designee may share a copy of IEP with given the authorization for release of information from parents.
- G. Provide special education and related services on the child's IEP provided by the School District of Hamilton County within thirty (30) days of parents' signing the child's IEP.
- H. Services will be delivered to the child in least restricted environment as determined by an IEP team.
- I. Provide to ECMHSP's ECEDC, with parents' consent, schedule of dates, times, and location for services to be provided.
- J. Provide, with parents' consent, documentation of services provided to children with disabilities at ECMHSP sites.
- K. Provide in-service training for staff and parents, as appropriate, to provide continuity of services.
- L. Support transition planning for parents prior to any changes in the child's placement by providing progress towards IEP objectives.
- M. Monitor service implementation of the children's IEPs in accordance with state and federal guidelines.
- N. Protect PII from unauthorized disclosure. Any unauthorized disclosure of PII shall constitute a material breach of this agreement.
- O. Immediately report to ECMHSP any unauthorized disclosure of PII.
- P. In the event of unauthorized disclosure of PII, ECMHSP may avail itself to remedy available to it under applicable law, including, but not limited to, the termination of this agreement.
- Q. Destroy all child records containing PII provided to School District of Hamilton County by ECMHSP after those child records are no longer needed for the purpose for which they were disclosed, except to the extent that Florida Record Retention and Destruction Rules indicate otherwise.

III. Both parties agree to:

A. Maintain confidentiality of all children's records and follow all requirements outlined in the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and

Accountability Act (HIPAA).

For School District of Hamilton County:

Hamilton County School District

5686 US Highway 129, S., Suite 1

Attn: ESE Coordinator

Phone: 386-792-7852

Fax: 386-223-4004

Jasper, FL 32052

- B. Work together to assure smooth transitions of diagnosed children from one placement to another and follow transition planning requirements under IDEA and Head Start Program Performance Standards.
- C. Maintain cooperative efforts to exchange service agendas so that each agency can inform their parents and staff of available trainings, meetings, and activities.
- D. Overall on-site implementation and monitoring of this agreement shall be carried out through the cooperative efforts of the School District of Hamilton County and ECMHSP administrative staff or designee. Although both parties shall assume responsibility for co-monitoring the agreement, the day-to-day operation of the program shall be the administrative responsibility of ECMHSP.

For East Coast Migrant Head Start

850 I-65 East Services Rd South, Suite

Project:

Sandra Hernandez

Head Start Administrator

506, Mobile, AL 33606

Phone: 251-645-6495

- **IV.** The term of this agreement is from April 3, 2023, to March 29, 2024. This agreement will be reviewed annually, and revisions may be made upon written agreement of both parties. This agreement may be terminated by either party upon written notice of thirty (30) days. Both parties recognize their liability for negligence.
- V. Notices:

Fax: 205-263-2670 Email: shernandez@ecmhsp.org
March 27, 2023
Date
04-18-23
Date
03/21/2023
Date