



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. E.2.	
TITLE Memorandum of Understanding Between Community Action Program Committee's Head Start Program and the School Board of Escambia County, Florida		SUBMITTED BY: Teri Szafran, Director, Exceptional Student Education	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2015- June 30, 2016	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT Teri Szafran, Director, Exceptional Student Education	
AMOUNT OF FUNDING REQUEST – <i>Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.)</i> N/A		TOTAL PROJECT – <i>Is the amount more, less or same as last year?</i> N/A	
PURPOSE This Memorandum of Understanding will provide services to preschool children ages three-five (3-5) who are eligible for Exceptional Student Education services in compliance with federal and state laws and regulations.			
IMPLEMENTATION PLAN The Community Action Program's Head Start Program and the Escambia County School District will provide services to preschool children who are eligible for Exceptional Student Education services or who are suspected of having a disability. Services will be provided in the most appropriate setting.			
PARTICIPATING SCHOOLS/AGENCIES Community Action Program Committee's Head Start Program Escambia County School District			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.1. Increase the percentage of students making a learning gain on the statewide standardized assessments.			
DIRECTOR 		DATE 5/6/15	
ASSISTANT SUPERINTENDENT 		DATE 5/6/2015	DATE OF BOARD APPROVAL

.MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY ACTION PROGRAM COMMITTEE'S
HEAD START PROGRAM
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

This Memorandum of Understanding (MOU) is between the Community Action Program Committee's Head Start Program, hereinafter referred to as the "Contracting Agency" and the School Board of Escambia County, Florida, hereinafter referred to as "Board" or "District" for the period of July 1, 2015 through June 30, 2016.

I. Purpose Statement:

The School Board of Escambia County, Florida and the Contracting Agency agree to establish a working procedure for the provision of services to preschool children eligible for Exceptional Student Education (ESE) services, in compliance with Federal and State laws and regulations.

The MOU applies only to preschool children three (3) years old to kindergarten children five (5) years old, who are eligible for ESE services, or are suspected of having a disability.

It is the intent of this MOU to:

- A. ensure that children eligible for preschool ESE services receive a free and appropriate public education, as required by law, in the least restrictive environment.
- B. ensure that each Agency cooperatively maintains communication and shares leadership responsibilities at the local level to ensure that available resources are utilized in the most effective manner.
- C. ensure that cooperative arrangements between the School Board and the Contracting Agency are developed, implemented and preserved in a timely manner.

II. Responsibility of the Contracting Agency:

- A. Recruit, enroll and serve eligible Head Start children ages three-five (3-5). No less than ten (10) percent of the total number of enrollment opportunities will be made available for children with disabilities as indicated by the grant award of funded enrollment.

- B. Screen all enrolled children for potential problems in the areas of health and development within forty-five (45) days of the first enrollment day.
 - C. Refer children found to be at-risk to Escambia County Child Find for diagnostic evaluation. Referral documentation will include, but not be limited to, vision/hearing screenings, physicals, immunization records, preschool social history, observations, interventions, conferences, screenings and assessments.
 - D. Initiate selection and enrollment criteria to give priority to children referred by ESE. Share enrollment information and provide transportation to children who are dually enrolled.
 - E. Assure that children with disabilities receive all services to which they are entitled according to Head Start Performance Standards for Children with Disabilities (45 CFR 1308).
 - F. Provide the number of children receiving services under Individual Educational Plans (IEPs) to the Local Education Agency (LEA) for the Non-Federal Share In-Kind Report annually.
 - G. Provide transportation for students with special needs to a specific District site to receive ESE services in the event those services are not available at the Head Start program site.
 - H. Require all personnel of the Contracting Agency who have direct contact with the students served by this MOU to comply with the background screening requirements of Section 1012.465, F. S.
 - I. Provide information and services to children and families transitioning to kindergarten and coordinate school registration in collaboration with the District.
 - J. Agree to the attached Addenda entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" and "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" which are hereby incorporated herein by reference.
- III. Responsibility of the School Board of Escambia County, Florida:
- A. Ensure all preschool children with disabilities are provided an opportunity to receive a free appropriate public education (FAPE) in the least restrictive environment.

- B. Identify, locate and evaluate all children with suspected disabilities through Child Find. If screening data is more than three (3) months old, a new screening may be conducted. Evaluation services will be performed by certified and/or licensed personnel, or under the supervision of state qualified, licensed personnel.
- C. Evaluate referred Head Start children with suspected disabilities within sixty (60) school days of obtaining signed parental consent to evaluate. In the event this is not done or cannot be completed, the Child Find Exceptional Student Services of Escambia County, Florida will notify Head Start within one (1) week of the sixty (60) day time line.
- D. Provide assessments and services conducted by state certified and/or licensed personnel.
- E. Notify the Disability Specialist for the Contracting Agency, in advance and in writing, of all IEP reviews (initial and review) involving children who are dually enrolled or Title I.
- F. Provide the Contracting Agency with copies of all necessary screenings, evaluations, and IEPs for all eligible Head Start children with parental consent on a reciprocal Release of Information.
- G. Provide special education and related services to preschool children with disabilities according to the least restrictive environment as mandated under the Individuals with Disabilities Education Act (IDEA). Head Start children who are eligible for ESE services shall be provided with appropriate placement as determined by the staffing committee members, which include the parent(s) and Head Start representative. An IEP will be developed and implemented following parental consent for placement. Eligible children will be provided all services pursuant to the IDEA.
- H. Provide onsite therapy services for the Head Start Program when both parties are located at the same school site. Head Start will be notified within seven to fourteen (7-14) days of alternate placement and scheduling arrangements made by ESE for therapy services.
- I. Collaborate with the Contracting Agency to facilitate pre-service and in-service training for Head Start staff; observations of children in the Head Start setting (when appropriate); utilization of community resources; and inclusion of workshops and training for parents and volunteers.

IV. Enrollment:

Children who are Head Start and ESE eligible may have the program option of dual enrollment (Head Start and District). Dual enrollment will be

considered for the following wrap-around services: health, mental health, family support services, transportation and dental.

V. Coordination:

Both parties agree to meet annually in order to refine procedures and activities.

VI. Transition:

Transition efforts between the Board and the Contracting Agency will be coordinated through:

A. ongoing sharing of information; and

B. training with regard to the School District's program, expectations and transitions for staff and families.

VII. Confidentiality:

The Contracting Agency and the School Board of Escambia County, Florida will agree to abide by the respective organizations' confidentiality policies and the Florida Public Records Law (as applicable), ensure parental permission for sharing records and reports and utilize a Reciprocal Release of Information for all children.

VIII. Termination/Review:

This MOU will be reviewed and revised by the School Board of Escambia County, Florida, and Contracting Agency annually. This MOU may be terminated by either party upon thirty (30) days written notice. However, prior to the termination of the MOU, mediation discussions will be conducted to ensure children with suspected and diagnosed disabilities have legal access to all rights in accordance with the law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY ACTION PROGRAM COMMITTEE'S
HEAD START PROGRAM
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

In Witness Whereof, said parties have entered into this MOU on the 19th day of May, 2015, to become effective July 1, 2015 through June 30, 2016.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Patricia Hightower, Chair

ATTEST:

By: _____
Malcolm Thomas, Superintendent

COMMUNITY ACTION PROGRAM HEAD START

By: _____
Debi Milan, Vice Chairperson

APPROVED FOR LEGAL CONTENT
FOR May 2015 AGENDA

MAY - 3 2015

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:



Kevin T. Windham, CFE, Director
Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Initials of each

