

MEMORANDUM OF UNDERSTANDING

**SOUTH CAROLINA DEPARTMENT OF EDUCATION
SOUTH CAROLINA HEAD START PROGRAMS
MIGRANT AND SEASONAL HEAD START BRANCH, REGION XII, EAST
COAST MIGRANT AND SEASONAL HEAD START PROJECT
AMERICAN INDIAN-ALASKA NATIVE HEAD START PROGRAMS, REGION XI, FOR THE CATAWBA
INDIAN NATION HEAD START PROGRAM**

This MOU is between the South Carolina Department of Education (SCDE) and select Head Start programs in the state of South Carolina. For mutual consideration, the Parties hereby agree to the following:

I. BACKGROUND

This MOU is between the South Carolina Head Start Start Association in consultation with the Head Start State Collaboration Office and the Migrant and Seasonal Branch, Region XII represented by the East Coast Migrant Head Start Project, the American Indian-Alaska Native Program Branch, represented by Region XI, representing the Iswa Development Corporation Head Start Program; and the SCDE, Office of Special Education Services (OSES).

This MOU will facilitate cooperation between the Parties and to strengthen the cooperative services offered to the state's children with disabilities, ages three through five. This MOU will also serve as a model for developing interagency agreements between local Head Start grantees and school districts. All references to Head Start throughout this Agreement will include South Carolina Head Start grantees and the East Coast Migrant Head Start Project, American Indian-Alaska Native Program Branch, and the Iswa Development Corporation Head Start Program.

Federal and state initiatives encourage the development of a continuum of services to be provided in the least restrictive environment alternatives to young children with disabilities in South Carolina. Head Start has provided services for preschool children with disabilities as mandated by the Head Start Economic Opportunity Partnership Act of 1974 (Public Law 93-644). Therefore, Head Start is an appropriate component of the continuum of services developed in order to implement the Education of the Handicapped Act Amendments of 1986 (Public Law 99-457).

Through this MOU, collaboration among all the Parties will facilitate improved programming and direct delivery of services to this population. Collaboration will also facilitate the most effective utilization of available resources while minimizing duplication of service delivery.

II. TERM

The term of this MOU is effective upon signing of all Parties until December 31, 2021. This Agreement shall be reviewed annually by all the Parties. Any revisions to this MOU must be in writing and signed by all Parties. Any Party requesting a modification or termination of this MOU must notify the other Parties in writing stating the reasons for such request.

This MOU shall not be construed as limiting or diminishing the responsibilities of the SCDE and/or South Carolina Head Start programs under state and/or federal law and/or regulation. In all instances, this MOU shall be construed as seeking compliance with the requirements of state and/or federal laws and/or regulations.

The SCDE may terminate this MOU without notice to the South Carolina Head Start programs, in the case of a material breach by any of the Head Start agencies.

III. PURPOSE AND SCOPE OF MOU

The intent of this MOU is to ensure that:

- cooperation and collaboration exists between the SCDE and Head Start in implementing and maintaining a delivery system of special education and related services to young children with disabilities who participate in Head Start educational programs;
- the SCDE and Head Start have procedures in place that meet the requirements of the Improving Head Start Act (Public Law 110-134), Head Start Performance Standards, and Part B of the Individuals with Disabilities Education Act (IDEA) of 2004; and
- this MOU defines the responsibilities of the Parties and the procedures for resolving interagency disputes, the coordination of services, and the provision of a free appropriate public education (FAPE) to students with disabilities.

IV. GUIDING LAWS

The following laws and regulations shall provide the Parties with legal guidance and authority to act pursuant to this MOU:

The Individuals with Disabilities Education Improvement Act of 2004 (Public Law 108-446);

- Every Student Succeeds Act (Public Law 114-95);
- Improving Head Start for School Readiness Act of 2007 (Public Law 110-134);

- Americans with Disabilities Act (Public Law 101-336);
- Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112);
- South Carolina Special Education Rules and Regulations S.C. Code Ann. Regs. 43-243;
- Head Start Performance Standards on Services to Children with Disabilities, Final Rule (45 C.F.R. Part 1302), and Head Start Performance Standards (45 C.F.R. Parts 1302 Subpart F); and
- Head Start, Economic Opportunity, and Community Partnership Act of 1974 (Public Law 93-644).

V. RESPONSIBILITIES

The SCDE has the following responsibilities pursuant to this MOU:

- Locate and identify preschool children with disabilities through a Child Find effort, which includes a process for screening;
- Provide eligible preschool children with disabilities a FAPE, including the development and implementation of an Individualized Education Program (IEP);
- Place preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers to the maximum extent appropriate; and
- Work with appropriate community agencies to provide services to preschool children with disabilities.

Head Start, Migrant and Seasonal Head Start, and American Indian-Alaska Native Head Start Programs have the following responsibilities pursuant to this MOU:

- Recruit, enroll, and serve eligible children ages three through five with not less than ten percent of the total number of enrollment opportunities in Head Start being made available to children with disabilities who are eligible to participate;
- Provide for developmental, hearing, and vision screenings of all Head Start children within forty-five days of the child's entry into the Head Start program and within thirty days of enrollment for Migrant and Seasonal Head Start programs;
- Refer children suspected of having a disability to appropriate school district personnel for a formal multidisciplinary evaluation as soon as the need is evident as set forth in § 1302.33 of the Head Start Performance Standards and § 300.301 of the IDEA; and

- Work closely with other community agencies in order to successfully provide services to children with disabilities and their families.

VI. CHILD FIND

School districts are required to locate and identify all children with disabilities ages three to twenty-one years of age within their jurisdiction. Head Start programs must coordinate with the local agency responsible for implementing the IDEA to identify children enrolled or who intend to enroll in a program that may be eligible for services under the IDEA, including through the process described in §1302.33(a)(3) of the Head Start Performance Standards and through participation in the local agency Child Find efforts. Head Start programs are required to recruit children with suspected or diagnosed disabilities by conducting a community assessment and contacting community agencies serving children with disabilities. Once enrolled, all children must be screened within forty-five calendar days or thirty days for Migrant and Seasonal Head Start in the areas of hearing, vision, and development.

These agencies may coordinate screening efforts by:

- Aligning developmental screening tools with state/local Child Find;
- Organizing cooperative child find activities so that screening information and results can be shared within and across agencies with informed parental consent;
- Sharing staff and facilities for joint screenings;
- Coordinating the instruments and procedures to be used; and
- Informing and including parents in the screening process.

VII. HEAD START SCREENING AND REFERRAL FOR EVALUATION

The South Carolina Head Start programs will utilize the following procedures for screenings, referrals, and evaluations:

Screenings:

- In collaboration with each child's parent and with parental consent, a program must complete or obtain a current developmental screening to identify concerns regarding a child's developmental, behavioral, motor, language, social, cognitive, and emotional skills within forty-five calendar days of when the child first attends the program or, for the home-based program option, receives a home visit. A program that operates for ninety days or less must complete or obtain a current developmental screening within thirty calendar days of when the child first attends the program.
- A program must use one or more research-based developmental standardized screening tools to complete the screening. A program must use as part of the screening additional information from family members, teachers, and relevant staff familiar with the child's typical behavior.

- If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent’s consent, promptly and appropriately address any needs identified through:
 - a. Referral to the local agency responsible for implementing the IDEA for a formal evaluation to assess the child’s eligibility for services under the IDEA as soon as possible, and not to exceed timelines required under the IDEA; and,
 - b. Partnership with the child’s parents and the relevant local agency to support families through the formal evaluation process.

Evaluations:

Based on Part B of the IDEA, school districts are required to provide a formal multidisciplinary evaluation of children who are suspected of having a developmental delay and/or disability within sixty days of parental consent.

Head Start Programs are required to refer children suspected of having a disability to the school district as soon as the need is evident for the school district to conduct a multidisciplinary evaluation.

These agencies may coordinate comprehensive multidisciplinary evaluation efforts by:

- Coordinating the evaluation timeline for each agency;
- Coordinating sites and scheduling for evaluations, for example, providing evaluations in natural environments or at the program site, i.e., Head Start center;
- Obtaining parent permission and notifying parents about evaluations;
- Providing transportation to appointments for evaluations;
- Coordinating paperwork to assure evaluation results can be shared between agencies when appropriate, including parent permission regarding evaluation and sharing of evaluation information;
- Providing training, within and across agencies, around the use of the same or similar evaluation procedures and instruments; and
- Ensuring that information provided by parents, about their children, is included in the evaluation process.

VIII. IEP PROCESS AND IMPLEMENTATION

School districts are required to develop an IEP for children determined to be eligible for special education and related services under Part B of the IDEA. Head Start Programs are required to

participate in the development of the IEP for preschool age children served in their respective programs.

These agencies may coordinate the development of the IEP by:

- Assuring the participation of appropriate agency staff as part of the IEP team and designating responsibility for notification of team members for meetings;
- Facilitating the active involvement of parents by delineating responsibility by agency staff for giving notification, explanation, and the purpose of the meeting, time, location, etc., to parents or caregivers;
- Coordinating paperwork and obtaining parental consent to assure the IEP can be shared with the appropriate staff from the agencies involved; and
- Scheduling the IEP meeting at a convenient time, date, and location to ensure participation by the appropriate agencies and parents or caregivers.

IX. PLACEMENT: NATURAL ENVIRONMENT AND LEAST RESTRICTIVE ENVIRONMENT

School districts are required to provide services to preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers, to the maximum extent possible as appropriate. Head Start programs are required to make available not less than ten percent of their enrollment opportunities to children with disabilities. These agencies may work cooperatively in regard to placement by considering the following options:

- During transition from Part C to Part B, Head Start will be included in planning meetings as part of the continuum of placement options.
- School districts will notify parents of children with disabilities of their local Head Start programs as a placement option based on Head Start eligibility.

X. SERVICE PROVISION

School districts are required to ensure that all special education and related services designated in the child's IEP are provided.

Head Start programs are required to assist in the implementation of IEPs for children with disabilities who are enrolled in Head Start.

XI. PROCEDURES FOR REVIEW AND MONITORING CHILD'S PROGRESS

The Parties to this MOU may coordinate efforts to monitor or review a child's progress by:

- Coordinating IEP review meetings with personnel from all agencies involved with the particular child;
- Sharing procedures and forms for reporting attendance; and
- Developing procedure for sharing progress reports and periodic consultation among staff from all agencies providing services.

XII. TRANSITION

All agencies are required to plan for the smooth transition of children from one service setting to another. Such transition efforts may be coordinated by:

- Developing a process for sharing information, including obtaining the necessary consent for information sharing. All personally identifiable information (PII) on children with disabilities will be kept in a confidential manner according to federal and state laws and regulations;
- Training staff about the receiving program's services for children and families;
- Participate in developing transition plans, using existing plans such as the Individual Family Service Plan (IFSP), when applicable, and other supplemental information;
- Developing timelines for transition activities and participating in transition planning as outlined in the IDEA; and
- Arranging visits, tours, and other options for orienting staff, children, and families to the receiving program(s).

XIII. JOINT PROFESSIONAL DEVELOPMENT

All programs are required to provide ongoing training for staff to increase their knowledge and ability to provide quality services to children with disabilities and may coordinate efforts to do so by:

- Training staff regarding the regulations and program philosophy of each agency;
- Inviting staff from each agency and families to participate in training activities;
- Planning joint training activities;
- Linking with other agencies serving children with disabilities to participate in their training activities; and
- Providing opportunities for staff visitation and general information sharing across agencies.

XIV. SYSTEM COORDINATION

All programs have systems for counting and reporting children with disabilities and for ensuring continuity and consistency in service delivery. Efforts for service coordination may be further improved by:

- Developing a system so that the timelines and the people responsible for reporting are clear;
- Training staff regarding specific procedures, timelines, and regulations for each agency responsible for a child's IEP;
- Sharing and reviewing existing interagency agreements that impact children with disabilities and their families; and
- Sharing information to ensure the uninterrupted delivery of services to children who are migrant and/or homeless and/or in foster care.

XV. DISPUTE RESOLUTION

Each agency signing this MOU agrees to identify a liaison from his/her respective agency to investigate and work collaboratively to resolve any issues which may arise and to meet in person to discuss any problems.

The Parties agree that mediation or other administrative remedies should be tried first before filing any formal legal resolution.

XVI. PAYMENT AND EXPENSES

The Parties agree that they will be responsible for any and all expenses arising out of this MOU and that no payment or financial obligations will be incurred by the SCDE to any of the Parties pursuant to this MOU.

XVII. DUE PROCESS AND CONFIDENTIALITY PROCEDURES

During the course of this MOU, the SCDE and the South Carolina Head Start programs shall adhere to all state and federal laws and/or regulations concerning due process and confidentiality procedures and any regulations and/or policies promulgated by the respective agencies pursuant to those laws. The South Carolina Head Start programs agree that it may be held liable for any breach of confidentiality law and/or regulation it violates.

XVIII. PROTECTION OF PII

The South Carolina Head Start programs and/or its officers, employees, or agents agrees to abide by all local, state, and federal laws, including but not limited to, the Family Educational Rights

and Privacy Act (FERPA), to protect PII relating to any student attending, including, but not limited to, family and/or student educational, health, and data records. The South Carolina Head Start programs and/or its officers, employees, or agents will make every effort to safeguard PII by using best practices, including but not limited to, encryption, software and hardware protection, and training, to ensure all family and/or student PII is protected.

XIX. INTELLECTUAL PROPERTY INDEMNIFICATION

The South Carolina Head Start programs and/or its officers, employees, or agents shall indemnify and hold harmless the state of South Carolina and the SCDE, and its officers, employees, and agents, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. The South Carolina Head Start programs shall have no liability to the state if such patent, trademark, or copyright infringement or claim is based upon FCSC's legal use of material furnished to it by the state.

XX. AUDITS AND INVESTIGATIONS

In case of an audit and/or investigation by the OSES, U.S. Department of Education's Office of Special Education Programs, and/or the U.S. Department of the Treasury's Internal Revenue Service, or other state or federal agency, the South Carolina Head Start programs will cooperate fully in such audits and/or investigations, which may include providing access to requested documents, receipts, and/or personnel.

XXI. OTHER PROVISIONS

A. Subcontractors

None of the work or services covered in this MOU shall be subcontracted without the prior written approval of the SCDE.

B. Discrimination

The South Carolina Head Start programs shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, sexual orientation, veteran status, or disability. The South Carolina Head Start programs shall take affirmative action to ensure that applicants for employment, and all employees, are treated during employment, without regard to their race, color, religion, age, sex, national origin, sexual orientation, veteran status, or disability.

C. Ethics Laws

The South Carolina Head Start programs will comply with the *Ethics, Government Accountability, and Campaign Reform Act*, S.C. Code Ann. §§ 8-13-100 *et seq.* and 2-17-10 *et seq.*, and all state and federal campaign and ethics laws.

D. **Drug Free Workplace Act**

The South Carolina Head Start programs will comply with the *Drug Free Workplace Act*, S.C. Code Ann. §§ 44-107-10 *et seq.* if the amount of this contract is \$50,000 or more.

E. **Waivers**

No waiver of any right, obligation, breach, or default shall be implied, but must be in writing, signed by the Party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any different or subsequent right, obligation, breach, or default.

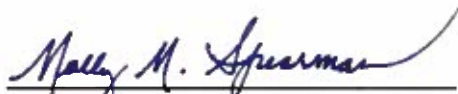
F. **Amendments**

All amendments to this MOU shall be in writing.

G. **Additional Regulations for Compliance**

- (1) U.S. Department of Education Regulation 34 C.F.R. Part 300 *et seq.*, Assistance to States for the Education of Children with Disabilities.
- (2) 2 C.F.R. Part 200 *et seq.*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (3) U.S. Department of Education General Administrative Regulations (EDGAR) in 34 C.F.R. Parts 75, 76, 77, 81, 84, and 99.
- (4) U.S. Department of Education suspension and debarment regulations in 2 C.F.R. Part 3485.
- (5) Notice of final priorities and definitions for this program as published in the Federal Register.
- (6) Any other applicable regulations.

The undersigned do hereby agree to the terms and conditions of this MOU:



Molly M. Spearman
State Superintendent of Education

3 November 2017

Date



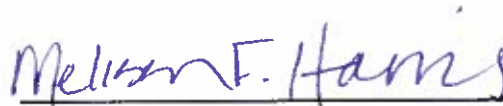
Dr. Arthur Brewton, President
South Carolina State Head Start Association

21 December 2017

Date

Dr. Jose Villa, Chief Executive Director
East Coast Migrant Head Start- Region XII

Date



Mrs. Melissa Funderburk-Harris, Director
ISWA Development Corporation
Catawba Indian Nation Head Start

12/21/17

Date



Mr. Leroy Gilliard, Chair
South Carolina Association of Community Action
Partnerships/South Carolina Head Start
Collaboration Committee

12/21/17


Date

Please Return Signed MOU to:

Dino Teppara, dsteppara@ed.sc.gov

1919 Blanding Street

Columbia, South Carolina 29201


619 Coordinator
Witness

**Dr. Arthur Brewton, President
South Carolina State Head Start Association**

Date



**Dr. Jose Villa, Chief Executive Director
East Coast Migrant Head Start- Region XII**

1/8/10

Date

**Mrs. Melissa Funderburk-Harris, Director
ISWA Development Corporation
Catawba Indian Nation Head Start**

Date

**Mr. Leroy Gilliard, Chair
South Carolina Association of Community Action
Partnerships/South Carolina Head Start
Collaboration Committee**

Date

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