

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MADISON SCHOOL DISTRICT  
AND  
SOUTHWEST HUMAN DEVELOPMENT HEAD START  
AND  
SOUTHWEST HUMAN DEVELOPMENT SERVICES TO CHILDREN WITH DISABILITIES

This Agreement is between the Madison School District (MSD) and Southwest Human Development Head Start (SWHD/HS) and Southwest Human Development Services to Children with Disabilities Department (SWHD/SCD) and for the period of July 1, 2012 to June 30, 2013.

I. Purpose Statement

The purpose of this Agreement is to establish working procedures between MSD, and SWHD/HS & SWHD/SCD in the provision of services to preschool children eligible for special education in compliance with Federal and Arizona State laws and regulations.

It is the intent of this Agreement to:

- A. Define which service will be provided by each Agency.
- B. Ensure that children eligible for preschool special services receive a free and appropriate public education, as required by law, in the least restrictive environment (LRE), and that time lines for services are met.
- C. 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.
- D. Ensure that cooperative arrangements between MSD, and SWHD/HS & SWHD/SCD, are developed, implemented, and preserved.

This Agreement applies only to preschool children with disabilities ages three years to non-kindergarten eligible five-year-olds in accordance with MSD policy. Children with disabilities who turn 3 years old after September 1st will be considered for SWHD/HS placement on a case by case basis and by mutual consent of SWHD/HS Director and MSD staff.

II. Program Mandates

- A. Responsibility of School District
  - 1. To locate and identify preschool children with disabilities through a child-find effort which includes a process for screening.

2. To assure that special education services to preschool children with disabilities are provided in accordance with the Individuals with Disabilities Act (IDEA).
  3. To submit and maintain Arizona Special Education census and attendance data on all eligible preschool children with disabilities, including all eligible children enrolled in SWHD/HS Programs within MSD, for funding entitlement and budget preparation.
- B. Responsibility of the SWHD/HS Program
1. Recruit, enroll, and serve eligible children. According to Federal Regulation, no less than 10 percent of the total number of enrollment opportunities in SWHD/HS programs shall be available for children with disabilities of all levels of severity who are eligible to participate.
  2. Screen all SWHD/HS children, within 45 days of enrollment, for potential problems in the required areas of development.
  3. Assure that children with disabilities receive all services to which they are entitled under the SWHD/HS Program Performance Standards for Children with Disabilities (45 CFR, Part 1308).

### III. Program Description

- A. MSD offers a variety of service delivery options for preschool children with disabilities. The SWHD/HS sites located within the consortium are considered part of a continuum of placement options for preschool children with disabilities. MSD and SWHD/HS & SWHD/SCD work cooperatively in providing services to meet the provisions of the IEP's for children in SWHD/HS.
- B. SWHD/HS is a federally funded preschool program. The grantee agency is Southwest Human Development, Inc. SWHD/HS operates the following sites within MSD.

**Madison Park School**, 1431 E. Campbell Ave.

2 basic AM classes

1 basic PM class

Enrollment opportunities in each of these classes will be available for children with disabilities identified by the district and those who are identified in SWHD/HS through screening and evaluation procedures. Enrollment opportunities will be available throughout the school year in an effort to maintain 10% enrollment of children with disabilities. Placement of children with disabilities will not exceed 50% of the class enrollment.

- C. Southwest Human Development is a non profit human services organization which provides comprehensive services for young children and families who are at-risk or have special needs. SWHD/SCD, through contract with MSD, provides speech/language, special education and bilingual specialist services to children in SWHD/HS classes in MSD.

SWHD/HS ensures that Mental Health services are provided at all SWHD/HS sites.

IV. Service Implementation

A. Child Find/Screening/Referral

1. MSD will:

- a. Coordinate with SWHD/HS to inform and include them as appropriate in Child Find/Screening activities.
- b. Coordinate with SWHD/HS to determine opportunities for joint recruitment and screening efforts.
- c. Refer children classified with a disability when SWHD/HS is a placement consideration.

2. SWHD/HS & SWHD/SCD will:

- a. Coordinate with MSD on Child Find/screening activities, including developing agreed upon procedures for such coordination.
- b. Coordinate with MSD to determine opportunities for joint recruitment and screening efforts.
- c. Make arrangements for a Family Support Specialist to assist families with the SWHD/HS application process, as needed.
- d. When the SWHD/HS program is full, refer any family with a child suspected to have a disability who contacts SWHD/HS to MSD for district Child Find.
- e. The Disabilities Program Manager will collaborate with MSD when SWHD/HS enrollment opportunities become available to ensure 10% enrollment of children with disabilities.
- f. Conduct summer screenings for children referred by SWHD/HS based on intake information.
- g. During the school year, send copies of SWHD/HS referral packets to MSD.

B. Comprehensive Evaluation

1. MSD will:

- a. Conduct comprehensive evaluations, for children who do not pass MSD district screenings, in accordance with State guidelines.
- b. Prior to the school year, refer children who are eligible for services based on evaluation results and who will be considered for SWHD/HS placement, to the SWHD/HS Disabilities Program Manager (DPM) to begin the SWHD/HS application process.
- c. Provide occupational and physical therapy evaluations determined necessary by the district for SWHD/HS children referred from all sites within MSD according to State guidelines.
- d. Conduct speech, special education, and psychological evaluations in accordance with State guidelines for children referred from SWHD/HS.

2. SWHD/SCD will:

- a. Conduct speech and special education evaluations in accordance with State guidelines for children referred.
- b. Forward copies of evaluation reports to MSD.
- c. Send monthly list of children who have been evaluated by SWHD with their eligibility status to MSD.

C. Eligibility Determination/Individualized Education Program (IEP) Development

1. MSD will:

- a. Attend meetings scheduled by SWHD/HS as necessary in order to determine child eligibility, develop IEP and commit resources of the district.
- b. Provide SWHD/HS with MSD eligibility/IEP forms.
- c. Provide information and materials regarding registration into the appropriate home school for eligible children.
- d. Determine with SWHD/HS roles and responsibilities regarding transportation, special equipment (i.e. changing tables) and any additional staff needed to accommodate the child.

2. SWHD/HS & SWHD/SCD will:

- a. Make arrangements for appropriate SWHD/HS & SWHD/SCD personnel to attend meetings to determine eligibility and develop IEPs scheduled for children who have been evaluated.
- b. Once school begins, if additional staff is needed to safely accommodate a child with a disability, the DPM will contact the district to discuss options and the possibility of reconvening the IEP team.
- c. Assist parents with MSD paperwork for transportation of children with disabilities.
- d. Notify MSD regarding eligibility and recommendations for services prior to the eligibility determination/IEP meeting (within 2 weeks after the child has been evaluated).
- e. Schedule and coordinate meetings in cooperation with MSD.
- f. Use MSD IEP forms.
- g. Provide MSD with a copy of the IEP.
- h. Provide parents with Prior Written Notice of placement and procedural safeguards. Send copy to MSD.
- i. Schedule and coordinate IEP Review Meetings in the spring in cooperation with MSD for children returning to SWHD/HS. Develop IEPs for the following school year at these meetings so that special services can begin immediately in August.

D. Placement

1. MSD will:

- a. Provide a continuum of placement options for preschool-school children with disabilities of which SWHD/HS is one option.

- b. Refer children with disabilities when an enrollment opportunity becomes available.
    - c. Provide SWHD/HS with district registration packets.
  - 2. SWHD/HS will:
    - a. Provide enrollment opportunities for children with disabilities to be used by MSD as a placement option as determined by the IEP Team
    - b. When appropriate, enroll children with disabilities referred by MSD in SWHD/HS slots.
    - c. Assist parents with registration at the home school.
    - d. Inform MSD when enrollment opportunities become available during the school year to maintain 10% enrollment of children with disabilities.
- E. Specific Program Service Delivery
  - 1. MSD will:
    - a. Provide occupational and physical therapy services for children enrolled in SWHD/HS who require the services.
    - b. Provide psychological assessments as needed for children enrolled in SWHD/HS who require the services.
    - c. Document regularly in classroom folders the date, duration and focus of special services provided.
    - d. Provide all necessary progress reports to SWHD/HS.
    - e. Provide transportation as determined necessary by the IEP Team for children with disabilities entering SWHD/HS.
    - f. Provide other related services, including specialized school nursing services as needed and mutually agreed upon for SWHD/HS children eligible for special services.
  - 2. SWHD/HS & SWHD/SCD will:
    - a. Provide speech/language and special education services as described on the IEP to children in the SWHD/HS program and as specified in contract with MSD.
    - b. Assist with coordination of schedules for special services personnel from MSD.
    - c. Provide information to special services personnel regarding any changes in classroom schedule (field trips, monthly meetings etc.).
    - d. Provide opportunities for children to practice and generalize, within naturalistic environments, the skills developed through work with special education personnel.
    - e. Assist with coordination of Monthly Planning Meetings.
    - f. Provide all necessary attendance reports to MSD, as requested.
    - g. Coordinate with district transportation staff and use district forms to arrange transportation services for SWHD/HS children with disabilities.
    - h. Monitor to assure that the frequency and focus of special services are in alignment with the IEPs.

- i. Implement the provisions of the IEP for children placed in SWHD/HS using the Integrated Therapy Model for speech and special education services.
- j. Provide all necessary progress reports to MSD.
- k. Document regularly, in classroom folders, the date, duration and focus of special services provided.

F. Procedure for Hiring and Supervising Staff Providing Special Services

- 1. MSD and SWHD/HS & SWHD/SCD will:
  - a. Hire and supervise staff according to their own program policy and procedure.
  - b. Provide orientation for staff regarding each program's regulations, requirements, goals, service delivery model, procedures and the interagency agreement as needed.

V. Confidentiality

- 1. MSD and SWHD/HS & SWHD/SCD shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

VI. Training and Technical Assistance

- 1. MSD and SWHD/HS & SWHD/SCD will:
  - a. Notify one another of pertinent training sessions for parents and staff.
  - b. Plan joint training workshops to address topics identified by both agencies.

VII. Parent Involvement Activities

- 1. MSD and SWHD/HS & SWHD/SCD will:
  - a. Include parents of children with disabilities in all parent training and activities, including transition activities into kindergarten.
  - b. Invite parents of children with disabilities to all meetings regarding the child's progress.
  - c. Explain procedural safeguards available to parents of children with disabilities.

VIII. Transition:

- 1. MSD will:
  - a. Schedule and facilitate meetings for 3 year old children transitioning from early intervention programs into SWHD/HS.
  - b. Discuss as a team; the need for end-of-year testing and possible placement options for children with disabilities. Include district representatives from the receiving home school at the transition meeting to determine eligibility, placement and IEP development for children entering kindergarten.

- c. If multiple placement options will be available for a child, assist parents in observing possible placements.
- 2. SWHD/HS will:
  - a. Participate in meetings for children transitioning from early intervention programs to SWHD/HS and from SWHD/HS to kindergarten.
  - b. For children transitioning to kindergarten, participate in discussions about need for end-of-year testing.
  - c. If multiple placement options will be available for a child, assist parents in observing possible placements.
  - d. When possible, schedule observations of SWHD/HS children with disabilities for receiving district teachers and/or psychologists.
  - e. Provide needed end of year speech evaluations.
  - f. Determine with MSD the need for psychological testing, provided by MSD.
  - g. Schedule and coordinate end of year transition meetings with MSD.

IX. Dispute Resolution

If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

X Failure of Legislature to Appropriate.

If the District's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the District may provide written notice of this to the other party and cancel this Agreement without further obligation of the District. Appropriation is a legislative act and is beyond the control of the District.

XI. Indemnification.

Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that the District is a public institution and any indemnification or hold harmless provision is limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

XII. Insurance.

Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive

general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

XIII. Conflicts of Interest.

As required by A.R.S. § 38-511, the parties acknowledge and agree that the District may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

XIV. E-verify, Records and Audits.

To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

XV. Sudan/Iran.

The parties hereby warrant, and represent to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as defined under A.R.S. § 35-391 et seq.

XVI. Records.

Both parties shall abide by all state and federal laws relating to the disclosure of student records and student information, including but not limited to the Family Education Rights and Privacy Act ("FERPA"), the Individuals with Disabilities in Education Act ("IDEA") and the Health Insurance Portability and Accountability Act ("HIPAA").

XVII. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto. There are no



representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

XVIII. Independent Contractor.

The parties acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. City, its employees and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth above. District and City do not intend to nor will they combine business operations under this Agreement.

XIX. Severability.

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding on the parties.

XX. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

XXI. Worker's Compensation.

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

XXII. Non-Discrimination.

Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4,

which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

XXIII. Disposition of Property Upon Termination of the Agreement.

The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

XIV. Service Marks and Trademarks.

Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party.

XV. Termination/Review

This Memorandum of Understanding will be reviewed and revised by MSD Special Education Directors, the SWHD/HS Director, the SWHD/SWHD/SCD Program Manager, and the Southwest Human Development Executive Director on an as needed basis or at least once annually.

This Agreement may be terminated by any party upon thirty (30) days written notice.

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Pam Santesteban  
Assistant Superintendent for  
Educational Services Head Start Director  
Madison School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mindy Zapata  
Southwest Head Start

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trudi Norman Murch  
Director, Services to Children with Disabilities  
Southwest Human Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ginger Ward  
Chief Executive Officer  
Southwest Human Development

\_\_\_\_\_  
Date