

**MUSCOGEE (CREEK) NATION HEAD START
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is made and entered into on this 5th day of May, 2026, by and between the Muscogee (Creek) Nation Head Start Program, P.O. Box 580, Okmulgee, Oklahoma 74447 (hereinafter "Head Start") and Sapulpa Public School, 511 East Lee, Sapulpa, Oklahoma 74066 (hereinafter "Local Education Agency" or "LEA").

1. **PURPOSE.** The purpose of this MOA is for Head Start and LEA to establish a relationship between Head Start and the School to provide special services to children ages three through five who are identified as having disabilities in accordance with the procedures established by the Oklahoma State Department of Education ("OSDE") and by Head Start Program Performance Standards (45 CFR 1302), who are participating in the Head Start Program and who are attending LEA (hereinafter "Qualified Children").
2. **TERM OF AGREEMENT.** This MOA shall be for a period of Nine (9) Months, beginning on August 1, 2026 and ending on May 31, 2027. Thereafter, the parties may renew this MOA, provided that said renewal shall be in writing and signed by the Principal Chief and a duly authorized LEA representative.
3. **TERMINATION AND MODIFICATION.** This MOA may be terminated by Head Start or LEA at any time during the term of the Agreement. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above listed address. This MOA may be modified by the parties, provided that no modification to any provisions of the Agreement shall be binding upon the parties unless in writing and signed by the Principal Chief and a duly authorized LEA representative.
4. **LEA RESPONSIBILITIES.** LEA agree to the following provisions:
 - A. Individuals with Disabilities Education Act ("IDEA"), § 619, (preschool) funds received for providing services to Qualified Children are expended in accordance with IDEA requirements. Funds may be used for, but shall not be limited to the following costs: evaluations, materials, supplies, and contractual agreements for services when Head Start has qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program ("IEP") services.
 - B. Upon referral from the Head Start Disability Specialist, Teacher, or Family Service Worker, LEA shall schedule an Intervention Planning Team meeting to determine the appropriate interventions and/or discuss a multi-disciplinary evaluation, if necessary.
 - C. LEA shall be responsible for the providing procedural safeguards and due process to any child determined to be qualified under IDEA who is enrolled in Head Start and who is a resident of the LEA for educational purposes. LEA shall ensure through prior written notice of meetings, that the appropriate Head Start representative be directly involved

and receive appropriate documentation throughout the referral process, evaluation, and/or placement of disabled children enrolled in Head Start who are residents of LEA for educational purposes. Provide periodic progress reports on Head Start Special Needs Children who are residents of LEA for educational purposes.

- D. LEA shall ensure that appropriate special education and related services are provided to those Qualified Children under IDEA who are enrolled in Head Start and who are residents of LEA for educational purposes. All IDEA services for the IEP team determines necessary shall be documented on the IEP with the responsible person(s)/agency specified for providing each service.
- E. LEA shall maintain and submit to the OSDE an annual child count of IDEA Qualified Children served by Head Start who are residents of LEA for educational purposes.

5. **HEAD START RESPONSIBILITIES.** Head Start agrees to the following provisions:

- A. Head Start shall provide screening and assessments to all children enrolled in Head Start as required by Head Start Performance Standards (45 CFR 1302) and shall participate in Child Find activities under the IDEA with the LEA and in coordination with the LEA, Head Start shall provide parents with their rights under these programs.
- B. Head Start shall provide Head Start services to any Head Start enrolled child who meets eligibility requirements in accordance with Head Start Performance Standards on services for disabled children regardless of that child's involvement in or eligibility for Special Education Services under the IDEA or this Agreement.
- C. A Head Start Representative shall participate in LEA's referral procedures, Multi-disciplinary evaluation, IEP development, implementation of the portions of the IEPs identified for Head Start and the IEP review as appropriate. When Head start initiates and develops a Head Start Managed IEP, Head Start must invite in writing the participation of a LEA representative, in writing. Head Start Program Standards require parental involvement and notification must be followed for IEP meetings initiated by Head Start.
- D. Head Start shall provide a support system for families and children with disabilities through training, information dissemination and involvement in the program, as well as collaboration with the LEA and other community services. When Head Start develops a Head Start managed IEP, family goals and objectives for the child must be addressed.
- E. The Head Start Disability Coordinator shall work with the LEA to assure collaboration of services to preschool disabled children.
- F. If a child does not meet OSDE's requirements under IDEA, but meets one or more of the eligibility criteria set-forth in the Head Start Performance Standards, then a Head Start managed IEP must be developed for that child.
- G. Head Start shall provide LEA with the number of children receiving IEP services to the LEA for the child count report prior to December 1. In reporting the number of children on IDEA IEPs to the LEA for child count purposes, Head Start should provide a separate listing of children on Head Start managed IEPs.

- H. Head Start agrees to provide and participate in the joint training of staff and parents with LEA, when necessary.
6. **SPEECH/LANGUAGE TRANSPORTATION.** Head Start shall provide transportation to speech/language sessions depending on the schedule of the speech therapist time and distance to come and work with our children.
7. **COORDINATING REQUIRED PAPERWORK.** To coordinate paperwork required by Head Start and the LEA Special Education Program, the following process is appropriate:
- A. When Head Start refers a child for Multi-disciplinary Evaluation to the LEA, parental consent shall be first obtained by the LEA with assistance by Head Start personnel, when necessary.
 - B. Head Start or LEA shall obtain parental consent for the exchange of information between the two programs through the use of the State of Oklahoma “Consent for Release of Confidential Information” form.
 - C. LEA’s Special Education Program with parental consent shall release copies of IDEA’s IEPs, Special Education records and documentation of services provided to Head Start when both agencies are involved in the identification, evaluation and Free Appropriate Public Education to preschool disabled children.
 - D. Screening and other relevant information as part of the Head Start Referral Packet shall be developed in conjunction with the LEA.
 - E. All information received by Head Start from the LEA shall be kept in a secure manner and in a central location adhering to requirements of confidentiality under State and Federal laws.
 - F. LEA will provide to Head Start copies of progress reports, with parental consent.
8. **COORDINATING SCREENING**, In coordinating screening between Head Start and the LEA Special Education Program, the following process is agreed upon:
- A. The LEA Special Education Program and Head Start shall determine designated Program Personnel to be responsible for conducting screening with each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards.
 - B. This Agreement shall include the following time frame for the completion of screening or transferring information. The time frame includes a forty-five (45) day time line for the screening of all children enrolled in Head Start as mandated by Head Start Performance Standards.
- Check one or both of the following, if said methods have been considered:

 X 1. Shared Staff-Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health and developmental screening may be conducted by Head Start under the Head Start Performance Standards) and the LEA Special Education Program may complete required screening under IDEA.

X 2. Shared Information-Screening information shall be provided for referrals as determined by both entities. A release of information consent shall be obtained prior of screening.

9. **COORDINATING IEP REVIEW/CHANGE OF PLACEMENT.** Head Start and LEA shall conduct an IEP Review when a change in program or placement of a child is being considered. A meeting may be requested by the parent, Head Start or LEA Special Education Program staff. Procedural safeguards for notification shall be followed.

10. **COORDINATING IN-SERVICE TRAINING.** The Preschool Coordinator of Special Education Services, OSDE, (405) 521-6651, and the Director of Oklahoma Head Start Association, (405) 524-4923, shall facilitate statewide in-service training. Head Start Disability Coordinator and LEAs should contact these representatives regarding their training needs. Mutual priorities for these entities include:
 1. Oklahoma Indian Directors Association (Pre-Service)
 2. Resources Access Project (Norman, Oklahoma)
 3. Region VI, Office of Head Start (Dallas, Texas)

11. **COST-SHARING.** This Agreement addresses cost-sharing of resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for disabled children in these programs. Head Start and LEA agree to cost-sharing only as specifically set forth in this agreement.

12. **DISPUTE RESOLUTION.** In the event that a dispute arises between Head Start and LEA, the following process shall be followed:
 - A. **Step One.** The dispute shall be brought to the LEA Special Education Director, Head Start Special Services Liaison and Head Start Disabilities Coordinator to seek resolution of said dispute.
 - B. **Step Two.** If the issue is not resolved in Step One, then the disputing party shall submit a written complaint to the Head Start Manager and the LEA Superintendent to resolve the dispute.
 - C. **Step Three.** If the issue is not resolved in Steps One and Two, then the written complaint shall be forwarded to Special Education Services, OSDE, for assistance in resolving any IDEA dispute between Head Start and LEA.
 - D. **Final Step.** Once Steps One through Three has been attempted, the Indian Program Resource Access Project, P.O. Box 5508, Norman, Oklahoma 73070, may be contacted for additional assistance if the issue is still not resolved.

13. **NOTICES.** All notices, reports, correspondence or other communications required or authorized by this Agreement shall be in writing and shall be deemed delivered on date of personal service, date of delivery by certified mail as evidenced by return receipt or on the date sent by facsimile as confirmed by the facsimile machine. Notices shall be directed as follows:

Head Start:

Muscogee Creek Nation Head Start
Attn: Amanda Durrett
P.O. Box 580
Okmulgee, Oklahoma 74447
Phone: (918) 732-7899
Fax: (918) 732-7906
Email: adurrett@muscogeenation.com

School:

Sapulpa Public School
Attn: Superintendent
511 East Lee
Sapulpa, Oklahoma 74066

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

14. **PRIOR AGREEMENTS.** This MOA constitutes the entire and exclusive agreement concerning services between the parties signing below. Execution of this MOA supersedes and nullifies all prior agreements, contracts, negotiations and promises or representations concerning that subject matter.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as the date stated above.

X

LEA Representative
Larry Hoover, Board President

X

Date

X

David Hill, Principal Chief

X

Date