

**Kentucky Department of  
Education  
State Funded Preschool  
Contractor Application  
2020-21**



# **KENTUCKY PRESCHOOL PROGRAM APPLICATION AND GUIDE FOR CONTRACTING 2020-21 SCHOOL YEAR**

## **Introduction**

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Agencies and programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

## **Purpose of Document**

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
  - four-year-old children who are at risk of educational failure
  - three and four-year-old children with identified disabilities
- define the process requirements for agencies that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other agencies wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

## **Additional Resources**

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education  
School Readiness Branch  
300 Sower Blvd.  
Frankfort, Kentucky 40601  
(502) 564-4970  
schoolreadinessbranch@education.ky.gov

# THE PRESCHOOL CONTRACTING APPROVAL PROCESS

## Background

Under KRS 157.3175 school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

In order to provide services through a non-public school program, the local district must assure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool agency as a contractor
- oversight of preschool contracts

## Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool facilities or services, legal status and general operations.

### *Legal Status*

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

### *General Operations*

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under 922 KAR 2:120, licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid child care license is considered the *minimum* standard for entering into a preschool education contract. *Child care licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under "Oversight of Preschool Education Contracts." The authorization to contract does not accredit or recognize an agency as being a school.

### **Oversight of Preschool Education Contracts**

A school district may not disburse funds for a contract until the agency has received approval through the Kentucky Department of Education. Once an agency is authorized to contract through the Kentucky Department of Education and a school district is interested in contracting, the two parties develop a proposed contract. In the proposed contract, the district must assure the contracted services meet preschool education standards. These standards are defined in the next section, "Requirements for Preschool Education Services."

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that all services provided by the non-public school program meet state and federal education requirements. A sample contract is found in Appendix C of this document.

It is the responsibility of the school district to monitor the services provided by the contracted program to assure that regulations are met and that services are provided in accordance with the contract. **Any violation of the terms of the contract or of state regulations is a cause to terminate the contract.**

### **Requirements for Preschool Education Services**

The following requirements can be found in Kentucky Administrative Regulations of the Kentucky Board of Education. A copy can be obtained from the local school district or the Kentucky Department of Education, School Readiness Branch.

Operation of the preschool education program (704 KAR 3:410 and 707 KAR 1:002 -707 KAR 1:380)

- IECE (birth to primary) certified or holds a letter of exemption (APP) from the Education Professional Standards Board (EPSB) given between 1998 and 2002
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities and materials
- program requirements for children with disabilities

#### KY ALL STARS

- participation with at least a three (3) star rating

Parent Outreach (704 KAR 3:410)

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services (704 KAR 3:410)

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities (707 KAR 1:320)

- speech, occupational and physical therapies (professional licensure)

Facilities

- Department policy allows child care licensure to substitute for school regulations relating to buildings and grounds (922 KAR 2:120)

Transportation (702 KAR 5:030 and KRS 157.280)

- vehicles, driver training and monitors

Food Services (702 KAR 6:090)

- Department policy allows Child and Adult Food Care Program to substitute for school regulations relating to food services

### **APPLICATION REVIEW PROCEDURE**

- The proposed contractor agency submits an application to the School Readiness Branch, Kentucky Department of Education.
- The School Readiness Branch checks the applicant's licensure in the directory of licensed child care facilities, which is updated on a regular basis by the Cabinet for Health and Family Services and which notes official corrective action, if applicable.
- The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.
- The School Readiness Branch reviews the agency identification page and the program description for completion of requested information.
- The School Readiness Branch reviews the assurance page for appropriate signatures.

### **APPROVAL AS POSSIBLE CONTRACTOR**

- If licensure is current, signatures present and all information complete, the School Readiness Branch approves the agency as a possible contractor.
- The School Readiness Branch sends the applicant an approval letter and adds the agency to the current list of early childhood agencies authorized to contract with districts.
- The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posting the list on the Kentucky Department of Education website.

### **NON-APPROVAL AS CONTRACTOR**

- If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.
- If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies the agency in writing that it is not approved as a contractor.
- A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

## REVOKING APPROVAL AS CONTRACTOR

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.
- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the agency that it can no longer contract with school districts for preschool education services and the agency is removed from the approved contractor list. District contracting with the agency will be notified that the agency is no longer authorized as a contractor and the contract should be terminated immediately.

## STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other agencies and programs:

**STEP 1:**     *The district and an agency or program identify the need for and willingness to work together to serve eligible children.*

- The recommended time to begin planning for contracting is prior to the start of school, before school districts submit the Preschool Program Approval for the following academic year. Planning also may begin as the need arises.
- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other agencies. See Appendix B for additional details regarding children with disabilities.

**STEP 2:**     *The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.*

- A copy of the agency application is found in Appendix A of this document.
- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, [schoolreadinessbranch@education.ky.gov](mailto:schoolreadinessbranch@education.ky.gov).
- Upon receipt of the agency's application, the Kentucky Department of Education reviews the information and approves or denies the application.
- A copy of the program's application should also be sent by the agency or program to each district with whom the agency intends to contract.
- The application is updated with the Kentucky Department of Education annually by the agency.

- The approval process may include on-site review of the agency's preschool program by the local school district.
- Upon approval, the agency is authorized to enter into a school contract; approval does not accredit the program or provide licensure for providing child care.

**STEP 3:**     *The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.*

- Components of the written contract or cooperative agreement are described in the "Components of a Contract or Cooperative Agreement" section, found below.
- Contents of specific documents will vary, depending upon areas agreed to by the parties.
- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.
- Copies of the contract are kept on file in the local school district and the agency, along with documentation of the agency's approved application to enter into contracts with a school district.

**STEP 4:**     *Services are provided based on the contract between the agency and the local school district.*

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.
- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district's State Funded Preschool Monitoring process. Site visits may also occur when irregularities are noted.
- State-funded preschool students served in a contracted site must be enrolled in the district student information system, Infinite Campus.



## COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

### General Contents

According to Kentucky Revised Statute (KRS 65.250), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as "\$ (amount) dollars for providing (named) educational services to children," along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

### Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
  - type of service (individual, group, in-home, consultation, etc.)
  - days of operation/service to preschool students
  - amount of time the service is to be provided each day of operation
  - duration of service or length of year
  - qualification and numbers of staff
  - location where service will be provided (preschool centers, home, etc.)
  - responsibility for support services (transportation, speech therapy, screening, etc.)
- procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution
- transition procedures for children who are moving from one setting to another
- shared personnel, training or other resources
- responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds
- method and schedule of payment and provisions for terminating the contract
- record keeping and reporting, including confidentiality of records

- regulatory requirements for specific preschool education services to be contracted that are noted in the agency's application (Appendix A, page 2)

### ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS

Local School District	Preschool Contractor
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a "no sexual abuse" clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.
Provide a liaison to the contracting agency to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities*, develop the initial Individual Education Plan (IEP) and provide a representative to participate with the contracting agency to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

\*See Appendix B, IEP Process for Children with Disabilities.

## SUBMISSION OF AN APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The agency's application must be on file and approved prior to the beginning of each school year and prior to the submission of the Preschool Program Approval form by the school district.

### Application Form

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

### Submission

Submit the completed application electronically to the email address below. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due July 16, unless the need arises for school districts to contract services with private child care facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

**\*Important Note:** As part of the Agency Identification Information, the application form will include the number of STARS the *private child care center-based program* has acquired in KY All STARS.

<https://kentuckyallstars.ky.gov/Pages/index.aspx>.

Kentucky All STARS is Kentucky's expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky's Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

**DUE September 15<sup>th</sup>, or when the need arises for using contracted services during the 2020-21 school year.**

School Readiness Branch  
Kentucky Department of Education  
(502) 564-4970  
schoolreadinessbranch@education.ky.gov

**KENTUCKY DEPARTMENT OF EDUCATION  
APPLICATION FOR APPROVAL TO CONTRACT  
TO PROVIDE PRESCHOOL EDUCATION SERVICES  
FOR 2020-21 SCHOOL YEAR**

**REAPPLICATION? YES  NO**

**APPLICATION AGENCY IDENTIFICATION**

**SUBMISSION DATE:**

Director's Name:

Agency Name (As it appears on the child-care license):

Agency Address:

Agency Kentucky All STARS Rating and Expiration Date:

Currently, agencies must obtain three stars in the KY All STARS quality rating and improvement system.

Agency Telephone Number (include area code):

Email Address:

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Joanna Rodes	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Ryan Williams	201214566	2:15

Names of local school districts with which the agency may contract:

Names of local school districts with which the agency may contract:


**SERVICES AVAILABLE FOR CONTRACTING**

**FOR YOUR AGENCY – CHECK ALL THAT APPLY:**

- Operation of the Preschool Education Program (704 KAR 3:410)  
 Attach a description of the educational services available for contracting addressing facilities, personnel, hours and curriculum. Must meet:
  1. Preschool Facilities Guidelines (905 KAR 2:010; (child care licensure is accepted as substitute)
  2. Preschool Personnel Standards (704 KAR 3:410 Section 6) **no need to attach IECE certificate**
  3. Instructional Hours of Operation (704 KAR 3:410 Section 5)
  4. Preschool Curriculum (704 KAR 3:410 Section 5)
  
- STARS for KIDS NOW or KY All STARS  
 Scan and attach a copy of the certificate with at least three (3) stars
  
- Parent Outreach (704 KAR 3:410)  
 Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410 Section 5)
  
- Related Services by Licensed Professionals for Children with Disabilities  
 Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**
  - ✓ Speech therapy
  - ✓ Occupational therapy
  - ✓ Physical therapy
  - ✓ Other
  
- Transportation (702 KAR Chapter 5)  
 Attach a description of services available. If the program is transporting children, the following regulations must be met:
  1. School vehicle requirements (702 KAR 5:060)
  2. School bus driver requirements (702 KAR 5:080)
  3. School bus monitor requirements (702) KAR 5:150)
  
- Food Services (702 KAR Chapter 6)  
 Attach a description of services available. Food services must meet the following regulations:
  1. School food preparation requirements (702 KAR Chapter 6) OR
  2. Child care food preparation requirements (905 KAR 2:010)

\*All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the agency.

## PROGRAM ASSURANCE

The \_\_\_ Family Care Center \_\_\_ agency or program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

### General Operations

1. The agency is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.
2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.
3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. (34 CFR 80.37 – 8.40).
4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.
5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the Family Education Rights and Privacy Act (FERPA).
6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

### Contracted Services

7. Any agreement and/or contract between the local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.
8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.
9. The agency carries current insurance for the services operated.

10. Agency personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the Kentucky Board of Education and the Education Professional Standards Board.
11. If the agency is providing transportation or space for program services through a contract or agreement with a local school district, the agency's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.
12. If the agency provides services to children with disabilities under a contract or cooperative agreement with a local school district, the agency complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter 1) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

\_\_\_\_\_, 20\_\_\_\_.

*Lorne Bennett*  
Signature of Program Director

8-31-2020  
Date Signed

*Linda Horton*  
Authorized Signature for Administrative Board

10/26/2020  
Date Signed

## IEP PROCESS FOR CHILDREN WITH DISABILITIES

### Pertinent Regulations and Statutes

In addition to the requirement that districts only contract with other districts and approved agencies, certain procedures are required between school districts and contracting agencies when special education and related services are to be provided to children with disabilities. These procedures are defined in 707 KAR 1:320, Section 8, Private School Placements by LEA.

In those cases where the local school district has determined that appropriate special education and related services cannot be provided through existing programs in the local school district, services are provided to the identified child in the following way:

### Referral and Pre-placement

The school district's Admissions and Release Committee (ARC) has the following responsibilities:

- The ARC evaluates the child, determines eligibility, and develops an Individual Education Plan (IEP). Other agencies may assist the ARC in this process.
- The ARC contacts an agency which is approved for contracting and which provides the type of services specified on the child's IEP, to discuss the referral of the child to that agency.
- The ARC assures that a representative(s) of the potential contracting agency participates in a meeting(s) with the ARC regarding the possible referral. Participation may be provided through attendance at meetings, written communications and individual or conference calls. The potential contracting agency is identified as an agency that has indicated a willingness to provide the services requested by the local school district.
- In collaboration with representative(s) of the potential contracting agency, the ARC determines if the agency is the appropriate placement for the child to receive the specified services. If the agency is an appropriate one and agrees to the contract, the agency assumes responsibility for implementing the provisions specified on the child's IEP, per the contract.
- The ARC maintains responsibility for providing continued educational services to the child until such time as the child enters the program provided by the contracting agency.

### Placement

When the child is enrolled in the agency's program, the agency:

- assumes responsibility for providing special education and related services to the child as specified on the IEP per the contract
- assures that the child and parent(s) are afforded all rights and protections as required and provided in state and federal regulations



When conducting meetings to review and/or revise the IEP, the contracting agency:

- assures any review and revision of the IEP is done with the input and approval of the child's parent(s)
- assures any review and revision of the IEP includes input and approval of the local school district that placed the child in the program. The participation of the parent(s) and the local school district may take place through attendance at meetings, written communications and individual or conference calls.

The ARC of the local school district placing the child in another agency:

- participates in meetings called by the contracting agency for the purpose of review and/or revisions to the IEP
- reviews the child's IEP at least annually to determine educational progress in that setting
- assures the child and parent(s) are afforded all rights and protections as required and provided in state and federal regulations

Monitoring and evaluation of the IEP goals and objectives are done by designated members of the contracting agency's ARC at intervals specified on the IEP. This is done to document progress and mastery of objectives specified in the IEP. Written results of such monitoring and evaluation are forwarded to the parent(s) and the ARC of the local school district which placed the child in the agency's program.

When circumstances warrant, the contracting agency is responsible for notifying the local school district of the need to initiate and conduct a meeting to review/revise the IEP. The local school district assures the parent(s) and the local school district representative(s) are involved in any decision regarding review and revision of the child's IEP and agree to any placement changes before such changes are implemented.

SAMPLE PRESCHOOL CONTRACT

STANDARD FORM CONTRACT

Part 1 of 2

THIS AGREEMENT, entered into as of this \_\_\_\_\_  
(Day) (Month) (Year)

by and between the \_\_\_\_\_,  
(School District Board of Education)

Commonwealth of Kentucky, hereinafter referred to as the "BOARD" and

\_\_\_\_\_  
(Name and Location of Contractor)

Hereinafter referred to as the "CONTRACTOR."

WHEREAS, the CONTRACTOR has considerable experience and expertise in the development and implementation of quality, comprehensive preschool programs; and whereas the Contractor is approved by the Kentucky Department of Education for contracting for preschool services; and whereas the BOARD desires to provide a preschool education program for eligible at-risk four-year-old children and three-to-five-year-old children with disabilities; therefore, the BOARD herein shall contract for services as described below:

WITNESSETH THAT:

The BOARD and the CONTRACTOR do mutually agree, as follow:

**Contracted Services to be Rendered.** The CONTRACTOR shall, in a satisfactory and proper manner as determined by the BOARD, complete the contracted services as specified in Schedule A of this contract.

**Board Support to be Rendered.** The BOARD shall furnish the supervision and other support services to the CONTRACTOR as specified in Schedule B.

**Agreed Date(s) of Services to be Performed.** The CONTRACTOR shall commence performance of this Contract on:

(Day) (Month) (Year)

**Documentation.** The CONTRACTOR shall maintain and provide the BOARD such records, reports, and accounting as specified in Schedule A.

**Payments.** The CONTRACTOR will be paid for contracted services specified in Schedule A based on the following rate or other calculation: \_\_\_\_\_

As of the date on which this contract is signed, it is anticipated that the following number children will be served:

- \_\_\_\_\_ three and four-year-old children with disabilities
- \_\_\_\_\_ four-year-old children without disabilities who are at-risk (who meet federal low-income levels up to 160% of poverty)

The total anticipated contract amount is \_\_\_\_\_

The number and type of children who will generate these funds will be confirmed based on the number of children described herein who are enrolled in the Contractor's program through Board placement on \_\_\_\_\_ (Day) \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)

In the event that the projected number of children are not enrolled, the contract will be amended accordingly.

**Method of Payment.** The CONTRACTOR will be paid directly by the BOARD by the following method of payment: \_\_\_\_\_

Payment will be subject to the BOARD's receipt of monthly statements from the CONTRACTOR documenting the attendance of the children covered under this contract. Such payment shall be contingent upon a determination by the BOARD that the contracted services are provided as specified. Payments may commence upon receipt by the Kentucky Department of Education of the BOARD's Preschool Program Reports.

**Additional Terms and Conditions.** This Agreement is subject to and incorporates the attached Part 2, "Terms and Conditions of Contracted Services" and the attached Schedules A, B and C. In addition, this Agreement shall be contingent upon receipt by the Kentucky Department of Education of the BOARD's Preschool Program Reports. Any changes or additions required by the Kentucky Department of Education will be incorporated by amendment into this contract.

**Insurance.** The CONTRACTOR will provide to the BOARD a Certificate of Insurance describing coverage the CONTRACTOR has for services provided through the CONTRACTOR's facilities, staff and transportation. If the BOARD assumes transportation responsibility for any of the children served through this contract, the BOARD assures that its fleet policy covers this transportation.

IN WITNESS WHEREOF, the BOARD and the CONTRACTOR have executed this Agreement as of the date indicated below.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## PART 2 of 2

## Terms and Conditions for Contracted Services

In addition to any conditions specified in Part 1, this Contract is subject to all of the conditions listed below. Waiver of any of these conditions must be upon the express written approval of both parties and such waiver shall be made a part of this Contract.

**Termination.**

**Default.** Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure of which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default (or such longer additional period as the non-defaulting party may authorize).

**Unpreventable Events.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions, or decrees of governmental bodies or communication line failure not the fault of the affected party (hereafter referred to as an "Unpreventable Event"), the party who has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Unpreventable Event, the party whose ability to perform has not been so affected shall have the right, by giving written notice, to terminate this Agreement.

**Changes in Grant.** If the grant under which this Contract is made is terminated, the Board shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the grant or contract under which the Board is performing the program to which these contracted services are being rendered, the Contractor shall have the right to terminate the Contract by giving written notice to the Board, signifying the effective date thereof.

**Return of Properties.** In the event of termination all property, documents, and reports purchased or prepared by the Contractor under this Contract shall at the option of the Board, become its property and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for any damages sustained by the Board by virtue of any breach of the contract by the Contractor, and the Board may withhold any reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

**Changes.** The Board may, from time to time, request changes in the scope or the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's payments, which are mutually agreed upon by and between the Board and the Contractor, must be incorporated in written amendments to this Contract.

**Remedies/Conflict Resolution.** All remedies available to either party for breach of this contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedy. In event of conflict or breach of contract, the party alleging conflict or breach shall provide written notice to the other party of the specific nature of the alleged conflict or breach. Remedies available herein should be exercised whenever possible. If additional remedies are necessary and such remedies incur additional cost, such cost shall be the responsibility of party alleging conflict or breach of contract.

**Discrimination in Employment Prohibited.** The Contractor will not discriminate against any employee in the performance of the Contract, or against any applicant for employment in the performance of this Contract because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to their race, creed, color, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Discrimination Prohibited.** No person in the United States shall, on the ground of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Contractor will comply with the regulations promulgated by the President, pursuant to the Civil Rights Act of 1964 (45C.F.R. Part 1010).

**Political Activity Prohibited.** None of the funds, materials, property or services contributed by the Board or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Religious Activity Prohibited.** There shall be no religious worship, or religious instruction as part of or in connection with the performance of this contract.

**Drug-Free Workplace.** The program provided under this contract shall be provided in a drug-free workplace.

**Compliance with local Laws.** The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments.

**Reports.** The Contractor shall make financial, program progress, and other reports as requested by the Board.

CONDITIONS FOR CONTRACTOR  
SCHEDULE A

The CONTRACTOR agrees to provide the services indicated below in accordance with the conditions and timelines specified:

**Blending of Resources.** The preschool program for both BOARD-funded preschool children and other children eligible for the CONTRACTOR's services may be operated as a blended model in which federal, state, and local public and private monies will be used collaboratively but will be subject to separate audit trails.

**Number/Eligibility of BOARD Children to be Served During the Current Year.** The CONTRACTOR will provide quality preschool education and related services in accordance with all state education requirements within available program slots. The tentative number of at-risk and children with disabilities as defined by state education laws who are to be served appears on page 1, Part 1 of this contract. This number will be confirmed as the basis for fund generation based on the number of children described herein who are enrolled in the CONTRACTOR's program through BOARD placement on: \_\_\_\_\_

**Program Duration and Operation.**

For the current year, state the beginning and ending date for the preschool program:

\_\_\_\_\_ Beginning Date Ending Date \_\_\_\_\_

Provide the following descriptions:

Minimum hours of instruction per day: \_\_\_\_\_

Days of the week for direct child instruction: \_\_\_\_\_

The day(s) designated for parent training and conferences, home visits, case management, interagency coordination, in-service training, and program planning, monitoring and evaluation:

\_\_\_\_\_

The day(s) and methods of home visits for each BOARD child: \_\_\_\_\_

\_\_\_\_\_

Ways children with and without disabilities will be integrated: \_\_\_\_\_

\_\_\_\_\_

**Facilities.**

The location of the facility for this program will be: \_\_\_\_\_

Space for the program will be provided by: \_\_\_\_\_

Each classroom will be furnished with developmentally appropriate materials, furniture and equipment by:

\_\_\_\_\_

A playground will be available to the program.

**Curriculum.** A variety of curricular resources will be utilized to implement the state preschool education requirements as a foundation for the child's successful transition to and participation in the primary school program. If available, the CONTRACTOR will use the curriculum developed or adopted by the BOARD, making adaptations as may be required to meet the individual needs of children.

**Services for Children with Disabilities.** Child evaluation, special education and related services will be made available as follows:

In-program evaluations shall commence no later than: \_\_\_\_\_

Evaluations on children suspected of having a disability will be provided by: \_\_\_\_\_

The CONTRACTOR will assist the BOARD in obtaining documentation of disabling conditions.

Evaluation data shall be used along with other information by the Admissions and Release Committee (ARC) for development of the Individualized Education Program (IEP) developed for each child. Special education and related services to be provided to each disabled child shall commence at a level, frequency and initiation date as determined by the IEP.

\_\_\_\_\_ will provide special education, speech/language therapy, occupation and physical therapy in accordance with each child's IEP.

\_\_\_\_\_ will administer special education, speech/language, occupational and physical therapy evaluations.

\_\_\_\_\_ will administer psychological and other evaluations.

At the BOARD's request, the CONTRACTOR will provide representation to the BOARD's Admissions and Release Committee (ARC) meeting at which the IEP is developed which identifies the Contractor as the program in which the child will be placed. If a CONTRACTOR's representative cannot attend, the CONTRACTOR will cooperate with the BOARD to use other methods to ensure participation in the meeting, including written reports, individual or conference calls. After the child with a disability is placed in the CONTRACTOR's program, the CONTRACTOR will schedule a meeting to conduct any meetings to review or revise the child's IEP. By the end of the current school year, the CONTRACTOR will schedule a meeting to conduct the annual review of the IEP at which time determination of placement for the next school year will be made. The CONTRACTOR will schedule this and any other meetings to review or revise the IEP at times that are mutually agreeable for the parent and the BOARD. The BOARD shall insure that the parents and the BOARD are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented. The BOARD's participation may be through the attendance of a representative, written correspondence, individual or conference phone calls. In addition, the CONTRACTOR will hold periodic parent conferences to which the BOARD is welcome to send a representative.

Even though the CONTRACTOR will implement the IEP, responsibility for compliance with state and federal requirements for individuals with disabilities remains with the BOARD.

**Standards and Regulations.** Services to BOARD-funded children shall be made available consistent with legal requirements (as applicable) of the Individuals with Disabilities Education Act, the Kentucky education laws, and other applicable state laws and regulations and Kentucky Department of Education administrative policies. The CONTRACTOR will maintain a program which is approved for contracting by the Kentucky Department of Education and which is licensed as child care by the Kentucky Cabinet for Health Services.

**Parent Fees.** Services provided under this contract shall be at no cost to the parents. Billing the parent's insurance or accessing other third-party funding available for services to the child shall not be seen as a cost to the parent so long as the parent does not incur any out-of-pocket expense. An agency's standard fee is not seen as a violation of the "at no cost to the parents" provision, if it (1) represents an incidental fee which is normally charged to non-disabled students or their parents as a part of the regular education program and (2) is subject to the parent's right to request a fee adjustment if this nominal fee should prove a hardship for families.

**Child Count.** The CONTRACTOR will submit child count data on required forms to the BOARD as may be required for purposes of reporting information required under state preschool regulations or the Individuals with Disabilities Education Act.

The CONTRACTOR assures that children counted meet state preschool education eligibility:

- Children who are four years old by August 1 of the school year in which they are served and who are eligible for free lunch, or
- Children three-to-five years of age that are identified as having a disability and provided a free appropriate education in accordance with an IEP.

**Personnel/Staff Qualifications.** The CONTRACTOR will hire, train and monitor all staff required to perform the services covered under this contract. All persons employed under this contract shall be subject to the Personnel Policies and Procedures of the CONTRACTOR. All lead teachers shall hold the IECE teacher certificate or a letter of exemption according to the state preschool education regulations.

\_\_\_\_\_ number of hours of daily instruction provided by the lead teachers

\_\_\_\_\_ number of children per classroom session

\_\_\_\_\_ number of teaching associates (aides) per teacher/class

**Transportation.**

\_\_\_\_\_ shall provide transportation for children to/from the CONTRACTOR's facility.

\_\_\_\_\_ shall arrange for bus monitors.



Transportation will be provided through vehicles and procedures that have been approved by the Kentucky Department of Education.

**Reports and Data.** The CONTRACTOR shall maintain all required data specified by state education laws and IDEA including enrollment verification data, annual program evaluation data, and such financial reporting as necessary to document audit trails for the funds expended under this contract. The CONTRACTOR will assist the BOARD in preparing required reports and information to be submitted to the Kentucky Department of Education.

**Confidentiality.** The records maintained by the CONTRACTOR on all children served through this contract shall be fully available to the BOARD without parental consent. The CONTRACTOR will make the parents aware of this matter. All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.

**Transition.** The CONTRACTOR will collaborate with the BOARD on jointly developed transition procedures. These will include procedures and timelines related to transition administration, staff development and involvement, family involvement, and child preparation.

**Child Find.** With parental consent, the CONTRACTOR will make the BOARD aware of children enrolled in the CONTRACTOR's program who are eligible for special education and related services. The CONTRACTOR will collaborate with the BOARD in conducting Child Find and in providing speech, hearing vision and developmental screening for three- and four-year-old children through an annual screening program.

**Contact Person.**

\_\_\_\_\_ shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract

\_\_\_\_\_ shall attend education planning meetings as may be required.

\_\_\_\_\_ shall refer children to other agencies when appropriate.

CONDITIONS FOR BOARD  
SCHEDULE B

The BOARD agrees to provide the services indicated below in accordance with the conditions and timelines specified:

**Transportation.**

\_\_\_\_\_ will provide transportation for children to the CONTRACTOR's program.

The BOARD will provide training to drivers and monitors regarding state regulation requirements, job responsibilities, and special needs of this age group.

**Food Program.**

\_\_\_\_\_ will administer and operate the food program for all at-risk children. This will include breakfast or lunch as appropriate.

**Contact Person.** The BOARD shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract.

\_\_\_\_\_ shall be responsible to:

- Monitor the services provided by the CONTRACTOR to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children;
- Serve as liaison on matters concerning program implementation, services to children with disabilities including Admissions and Release Committee (ARC) participation, and planning for transition.
- Serve as a liaison to the contracting agency to address mutual concerns.
- Attend education planning meetings as may be required.
- Refer children to other agencies when appropriate.

**Data and information.** The BOARD will solicit from the CONTRACTOR child data on such forms as may be required for the purposes of counting children for funding under state and federal education laws. The BOARD will submit to the Kentucky Department of Education such data and forms as may be required for implementation of programs under these state and federal requirements. The BOARD shall supply the CONTRACTOR with such information and data necessary for implementation of the requirements of this contract. The BOARD shall invite the CONTRACTOR to send a representative to state and local meetings at which time information or training is made available which impacts this contract. The BOARD shall insure that appropriate documentation is obtained related to educational disabilities of children.

**Confidentiality.** The records maintained by the BOARD on all children served through this contract shall be fully available to the BOARD without parental consent. The BOARD will make the parent aware of this matter.

All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.

**Transition.** The BOARD will collaborate with the CONTRACTOR on jointly developed transition procedures. These will include procedures and timelines related to transition administration, staff development and involvement, and child preparation.

**Child Find.** The BOARD will initiate and solicit CONTRACTOR collaboration in conducting Child Find and in providing speech, hearing, vision and developmental screening for three- and four-year-old children through an annual screening program.

**Evaluation and Therapeutic Services.**

\_\_\_\_\_ will provide educationally relevant therapy for children with disabilities as may be required by each child's IEP.

\_\_\_\_\_ will provide psychological and other evaluations as needed.

**Other Services.** The BOARD will assist with parent and staff training and will provide parents and staff with materials.

CONTRACT BUDGET  
SCHEDULE C

(Attach Line Item Budget)

Teacher Salaries/Benefits	\$ _____
Aide Salaries/Benefits	\$ _____
Other Staff Salaries/Benefits (Identify)	\$ _____
Other Costs (Specify)	\$ _____
<b>TOTAL CONTRACT</b>	<b>\$ _____</b>



1135 Harry Sykes Way  
Lexington, KY 40504  
Phone: (859) 288-4047  
Fax: (859) 288-4073

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August 28, 2020

### **Operation of the Preschool Education Program**

The Family Care Center provides early childhood services for children ages 6 weeks to 5 years old. Fayette County Public Schools and the Family Care Center combine efforts to offer public preschool services serving two groups for children by utilizing a morning and afternoon session in one classroom. Operation for each session is as follows:

Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 a.m.

Childcare services are available for families requiring before and /or after Early Start hours and for days in which FCPS Preschool is not in session.

Fayette County Public Schools assigns and provides supervision for both Lead Teacher and Para-educator.

FCPS Teacher qualifications: IECE Certification

Child Care Director: BS in Psychology; Kentucky Director's Credential

Family Care Center hours of operation: 6:30 a.m. – 5:30 p.m.

FCPS hours of operation: Session 1 7:00 a.m. – 9:55 a.m.; Session 2 10:50 a.m. – 1:45 p.m.

Preschool Curriculum: AEPS

### **Parent Outreach/Family Involvement**

The Family Care Center collaborates with Fayette County Public Schools to provide high school classes for teenage mothers. Mothers that attend the program are eligible for parenting classes and literacy and behavioral parent/child activities in addition to their classroom studies.

All parents utilizing the early childhood services are invite to attend monthly Family Involvement activities hosted through our Big Room events. The FCPS Preschool Program conducts Family Story hour activities in accordance with the FCPS calendar, as well as Home Visitation. All classrooms conduct parent/teacher conferences bi-annually.

### **Related Services by Licensed Professionals for Children with Disabilities**

FCPS provides speech therapy, occupational therapy, and physical therapy for eligible children. The FCPS therapists work with classroom Teachers to meet their EIP goals and First Steps referrals are make for children who are not yet three years of age.

### **Transportation**

Transportation is provide by Fayette County Public Schools

### **USDA Food Service**

The Family Care Center participates in the Kentucky Department of Education Division of Nutrition & Health Services, Child & Adult Care Food Program. Children attending full day childcare are provide breakfast, lunch and afternoon snacks. Dependent upon the Session attended, children attending FCPS Preschool Program will received one meal; breakfast or lunch. Meals are provide by a catering service and meets the USDA guidelines.



**CABINET FOR HEALTH AND FAMILY SERVICES  
OFFICE OF INSPECTOR GENERAL**

**Andy Beshear**  
Governor

**Melissa A. Moore, Director**  
**Division of Regulated Child Care**  
275 East Main Street 5 E-F  
Frankfort, Kentucky 40621  
(502) 564-7962  
Fax: (502) 564-9350  
<https://chfs.ky.gov/agencies/os/oig>

**Eric C. Friedlander**  
Acting Secretary

January 8, 2020

Family Care Center  
1135 Harry Sykes Way  
Lexington, KY 40504

Re: Validation of license for L350165

Dear Provider:

You have satisfied all regulatory requirements to maintain a license until January 31, 2021.

Please confirm that each service you provide is listed on your license. If you would like to make any changes, please submit the request with original signatures to the Division of Regulated Child Care at the address above or submit via email to [chfsoigrccportal@ky.gov](mailto:chfsoigrccportal@ky.gov).

Thank you for the essential service that you provide to Kentucky's families and children.

Sincerely,

A handwritten signature in cursive script that reads "Melissa A. Moore".

**Melissa A. Moore**  
Division Director

CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR COMMUNITY BASED SERVICES



Kentucky  
ALL STARS

RECOGNIZES

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## Family Care Center

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As a Level 5 Provider in the Kentucky All STARS Tiered Quality Rating and Improvement System



Date Issued: 11/6/2019    Valid Through: 1/31/2023

L350165

This certificate is issued under regulations 922 KAR 2:270. The holder of this certificate  
is subject to the terms and conditions of the Cabinet for Health and Family Services.

This rating certificate is not transferable.

Division of Child Care  
275 East Main Street, 3C-F  
Frankfort, Kentucky 40621  
Telephone: 844-209-2657  
<https://chfs.ky.gov/agencies/dobs/dcc>



*Kentucky*  
UNBORNED SPIRIT