

Andy Beshear
Governor



Lt. Gov. Jacqueline Coleman
Secretary
Education and Workforce
Development Cabinet

Jason E. Glass, Ed.D.
Commissioner of Education and Chief Learner

KENTUCKY DEPARTMENT OF EDUCATION
300 Sower Boulevard • Frankfort, Kentucky 40601
Phone: (502) 564-3141 • www.education.ky.gov

November 04, 2021

Irma Bennett, Director
1135 Harry Sykes Way
Lexington, KY 40504

RE: 2021-22 Contractor Application
Status: Approved

Dear Ms. Bennett:

The Office of Special Education and Early Learning (OSEEL) has approved the request to contract with the Family Care Center during the 2021-22 school year. As described in the guidelines for contracting, approval is contingent upon maintaining a valid day care license and having received at least three stars in the Kentucky All STARS system during the 2019-2020 school year.

The Family Care Center is granted approval as a contractor for one school year. A new application must be submitted annually. For additional information, contact Malaika Williams at malaika.williams@education.ky.gov or 502-564-7056 ext. 4033.

Sincerely,

Andrea Bartholomew

Andrea Bartholomew, Manager
School Readiness Branch

cc:

Dr. Demetrus Liggins, Superintendent, Fayette County Public Schools
Whitney Stevenson, Preschool Coordinator, Fayette County Public Schools
Veronica Sullivan, Division Director, Division of IDEA Implementation and Preschool
Sonia Michael, Berea Regional Training Center Director

Preschool Coordinator, Preschool Program Specialist, and Transportation. FCPS, in order to comply with KERA regulations, has responsibility to offer an appropriate placement for eligible children.

The Family Care Center will implement the IEP, and will be responsible for compliance with PL 94-142, as amended by PL 99-457, as amended by PL105-17.

3. The Family Care Center will meet or exceed and maintain the standards identified as critical to a strong preschool program. Compliance with this requirement may be established by a satisfactory score, as determined by the Board, on the Early Childhood Education Rating Scale (ECERS) or its equivalent.

4. The Family Care Center will provide class size and adult/child ratios in compliance with the suggested KERA regulations, which are attached hereto and made a part hereof.

5. The Family Care Center, in cooperation with Child Find, shall notify the Board of children who may, according to local standards, be identified as at-risk or disabled. Costs of evaluations to determine the special needs of the child will be covered by the Board.

6. Services provided under this Contract shall be at no cost to the parent. 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.

7. The Family Care Center will submit child count data on required forms to the Board for the KERA December 1, 2021, enrollment count of eligible children and other related data as may be required for purposes of reporting information required under KERA or under PL 94-142, as amended by PL 99-457, as amended by PL105-17.

The Family Care Center assures that children counted are either three (3) or four (4) years of age or who become five (5) years of age after August 1 of the school year (KERA, Section 17).

8. The Family Care Center will work with FCPS in hiring, training, and monitoring all staff required to perform the services covered under this Contract. All persons employed under this Contract shall be subject to the Interim Early Childhood Personnel Policy, and state and federal laws, including but not limited to: criminal record checks pursuant to KRS 160.380, Age Discrimination in Employment Act, Rehabilitation Act, 42 U.S.C. 1983, Title VII, 42 U.S.C. 2000 (e), et seq. All lead teachers and therapeutic staff shall hold credentials to be classified as Level I according to the Kentucky Department of Education Interim Personnel Guidelines (704 KAR 25:010). Lead teachers will direct instruction for the time specified as per the child's IEP.

9. The Family Care Center shall maintain all required data specified by KERA and PL 94-142, as amended PL 99-457, as amended by PL105-17, 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 Family Care Center will assist the Board in preparing required reports and information to be submitted to the Kentucky Department of Education within the time frame established by the Board. This includes child identification data (including evaluation data) and ARC information and submit to the Board prior to the ARC meeting.

10. The records maintained by the Family Care Center on all children served through this Contract shall be fully available to the Board without parental consent. The Family Care Center will make the parents aware of this matter. All child records shall be governed by the Family Education Rights and Privacy Act (FERPA) and other applicable federal and state requirements.

Sykes Way, Lexington, Kentucky, (859)288-4040. Each classroom will be furnished with developmentally appropriate materials, furniture, and equipment. A playground approved by day care licensing will be available to the program.

18. A variety of curricular resources will be utilized to implement the requirements specified in the IEP and under KERA as a foundation for the child's successful transition to and participation in kindergarten or first grade, whichever is the point of transition to school district services for the child. As available, the Family Care Center will use the curriculum developed or adopted by the Board, making adaptations as may be required to meet the individual needs of children.

19. This Contract may be amended from time to time as mutually agreed upon by the parties, but no such agreement shall become effective unless in writing and signed by both parties.

20. The term of this Contract shall be for one (1) fiscal year from the date of execution through June 30, 2022. The Family Care Center shall not be required to provide any services after the close of the school year, as determined by the calendar followed by the Fayette County school system, to children placed with the Family Care Center.

21. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies other than the Board, communication line failure or other causes 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 Contract 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 Contract.

22. 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 Family Care Center of such termination and specifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Board. If the Family Care Center is unable or unwilling to comply with such additional conditions as may be lawfully imposed in the funding or contract under which the Board is performing the program to which these contracted services are being rendered, the Family Care Center shall have the right to terminate this Contract by giving written notice to the Board, signifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Family Care Center.

23. In the event of termination, all property, documents, and reports purchased or prepared by the Family Care Center under this Contract shall, at the option of the Board, become its property. Notwithstanding the above, the Family Care Center 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 Family Care Center, and the Board may withhold any reimbursement to the Family Care Center for the purpose of set-off until the exact amount of damages due the Board from the Family Care Center is agreed upon or otherwise determined.

24. The Board may, from time to time, request changes in the scope or the services of the Family Care Center to be performed herein.

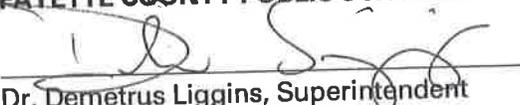
25. All remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed

33. If any section, paragraph, or clause of this Contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any other remaining provisions herein.

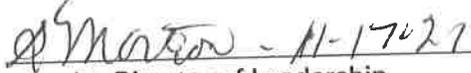
34. This Contract is deemed to be made under and shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

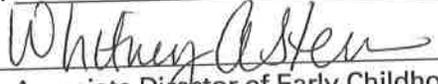
FAYETTE COUNTY PUBLIC SCHOOLS


Dr. Demetrius Liggins, Superintendent

11/29/2021
Date

BY:  - 11-17-21
Title: Senior Director of Leadership

Date: _____

BY: 
Title: Associate Director of Early Childhood

Date: 11/16/21

**Lexington-Fayette Urban County Government
Div. of Family Services-Family Care Center**

BY: 

Ms. Linda Gorton, Mayor

DATE: 3/18/2022