

Certificate of Head Start Full Utilization
Must be Submitted in the Preschool Coordinator
SharePoint Site by September 15, 2025

Purpose

KRS 157.3175 requires local school districts to collaborate with Head Start and other existing preschool programs “to avoid duplication of services and supplanting of federal funds to maximize the use of Head Start funds to serve as many four-year-old children as possible.” The statute also requires that school district proposals contain certification by the Head Start director that the Head Start program is “fully utilized.”

In general, the Head Start program is considered “fully utilized” if the 1989-90 number of four-year-olds, or a mutually agreed upon target number from the local agreement, is met or exceeded (*i.e., the number of at-risk four-year-olds identified in Section V(c)(i)(3) of the new local agreement*). If the target number is not met, an explanation shall be provided, such as a description of population or economic changes that affect the number of four-year-olds in the district or a change in Head Start capacity.

Completion Instructions

The school district and Head Start must complete a Local Memorandum of Agreement annually. In addition, a certificate of Full Utilization form (attached), verifying the number of at-risk four-year-olds enrolled with Head Start and confirming that Head Start is fully utilized on September 1, 2025, must be signed by both the district and the appropriate Head Start director.

This form **MUST** be submitted to the Kentucky Department of Education (KDE) no later than September 15, 2025.

This certification applies to all school districts, including school district grantees or delegate agencies, districts where Head Start serves the county but not the districts’ catchment area in the county, and districts where Head Start serves all children eligible for at-risk preschool services.

It is recommended that both the district and Head Start maintain a copy of the form in their files. The district should contact the Head Start program to ensure that the certification is completed by September 1, 2025, and the completed form with signatures is submitted to the Kentucky Department of Education by **September 15, 2025**.

Submission Instructions

The district must submit a signed Certificate of Head Start Full Utilization through the Preschool Coordinator SharePoint site. Each district has a secure individual folder for submission.

This signed, completed form **MUST be submitted to the KDE through the Preschool Coordinator SharePoint site no later than September 15, 2025.**

Certificate of Head Start Full Utilization

Must be completed and submitted to the Preschool Coordinator SharePoint Site by September 15, 2025.

Head Start: _____

School District: Boone County

As of September 1, 2025, the Head Start director certifies the following about the above Head Start program and School District (check appropriate boxes):

☒ **Head Start and School District Are Fully Utilized**

- ☒ Avoiding duplication of preschool programs and services
- ☒ Avoiding supplanting of federal Head Start funds
- ☒ Maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring 10 (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

☐ **Head Start and School District Are Making Progress with Full Utilization**

- ☐ Making progress avoiding duplication of preschool programs and services
- ☐ Making progress avoiding supplanting of federal Head Start funds
- ☐ Making progress maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring _____ (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

☐ **Head Start and School District Are Not Fully Utilized**

- ☐ Not avoiding duplication of preschool programs and services
- ☐ Not avoiding supplanting of federal Head Start funds
- ☐ Not maximizing the use of Head Start funds to serve as many four-year-old children as possible, ensuring _____ (number) four-year-olds were enrolled in Head Start on September 1 based on the 1989-90 number of four-year-olds served or a mutually-agreed upon target number.

Summarize why Head Start and the School District are not fully utilized:

Is there a dispute about full utilization? YES ☐ NO ☐

If "yes" is checked, Head Start must notify the Commissioner of Education about the dispute by September 15, 2025, in writing via the preschool mailbox (kdestatef@education.ky.gov). All relevant information about the dispute must be included with the notification. The Commissioner of Education will determine whether the Head Start program is fully utilized within 30 days and may execute the certification on behalf of the Head Start director (KRS 157.3175(7)).

Certificate of Head Start Full Utilization Signatures

Laurie Wolsing

Head Start Director Signature

2025-08-14

Date

Michael Lin Director of Early Childhood

School District Representative Signature

8-4-25

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER
YPPCM-WBSME-WOGHW-JFTZC

DOCUMENT COMPLETED BY ALL PARTIES ON
14 AUG 2025 19:58:55 UTC

SIGNER

LAURIE WOLSING

EMAIL
LWOLSING@NKCAC.ORG

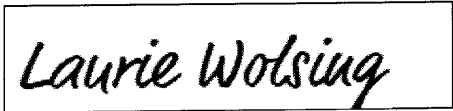
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SENT
13 AUG 2025 13:13:13 UTC

VIEWED
14 AUG 2025 19:58:08 UTC

SIGNED
14 AUG 2025 19:58:55 UTC

SIGNATURE



IP ADDRESS
216.68.126.98

LOCATION
HEBRON, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
14 AUG 2025 19:58:08 UTC



Attachment A
BCS/Head Start Collaboration Plan
for Serving Students with Disabilities

BCS and Head Start Program agree to coordinate services to children with disabilities

<u>Topic</u>	<u>Boone County Public Schools</u>	<u>Head Start</u>
Summary of Roles and Responsibilities	<ul style="list-style-type: none">• BCS will provide diagnostic services for Head Start children who may need special education and related services and who are enrolled at Boone County Head Start	<ul style="list-style-type: none">• Head Start will provide all staff related to Head Start/Early Head Start services.• Head Start will provide a Preschool Disabilities Consultant.• Head Start will provide staff to conduct initial Head Start developmental screening.• Head Start will provide medical and dental services, family support services and parent activities for all Head Start/Early Head Start children as required by Head Start Program Performance Standards.• Head Start will provide Head Start enrollment data to the appropriate district personnel.

Child Find Efforts	<p>BCS will include Head Start in the local Child Find effort</p> <ul style="list-style-type: none"> • BCS will conduct communication (speech and language) screening of Head Start students as needed after initial development-al screening has been completed by Head Start. • BCS will provide a speech-language pathologist to complete the Communication Screener, upon request (Contact BCS Communication Disorders Office at 485-3254 to schedule). • Communication screening will take place at the Head Start location. • The BCS speech-language pathologist will review communication screening results with Head Start staff. • BCS will develop research based interventions for students who qualify for interventions based on screener results. • BCS will assist Head Start with referral completion, as requested. • BCS will provide notice to the parent of the child's right to services under IDEA. 	<p>Head Start will participate in the district's Child Find Effort under IDEA</p> <ul style="list-style-type: none"> • Head Start will complete initial screenings in the following areas: <ul style="list-style-type: none"> • Developmental • Vision • Hearing • Head Start will review initial screening results with families and provide follow-up support for failed hearing or vision screenings. • Head Start will implement research-based interventions and will collect and analyze intervention data. • Head Start will conduct a re-screening, if necessary. • Head Start will receive written parental consent to initiate referral to BCS. • Head Start will assist with distributing notices to parents of the child's right to services under IDEA.
Referrals and Evaluations	<p>BCS will work with Head Start regarding Admissions and Release Committee (ARC) and evaluation process</p>	<p>Head Start will work with BCS regarding ARC and evaluation process for HS Children</p>
	<ul style="list-style-type: none"> • Referrals of Head Start children will be accepted by BCS Diagnostic Center (Diagnostic Center-859-283-3251). • BCS will invite the Head Start Disability Consultant and teacher in the ARC Meeting. • BCS will contact and work with parent and Head Start representatives. 	<ul style="list-style-type: none"> • Referrals of Head Start students will be made by the designated Head Start contact person. • Head Start will coordinate with the State-Funded Preschool program to deliver and document prior adequate instruction as a part of the referral process.
		<ul style="list-style-type: none"> • Head Start will use the BCS referral form.

	<ul style="list-style-type: none"> • BCS will coordinate ARC meeting times and places with HS and parents to facilitate active participation. • If ARC recommends a full evaluation for a Head Start student, the evaluation will take place at the BCS PAC or the Head Start Center. • BCS will ensure written parent consent is obtained. • BCS will coordinate the eligibility evaluation which will include Head Start data. 	<ul style="list-style-type: none"> • Head Start will obtain parent consent for the referral. • Head Start will assist with family communication, explain the ARC process and obtain written consent from parents at required points. • Head Start will participate in the eligibility evaluation and provide intervention data on child performance. • Students will continue to be enrolled in Head Start during evaluation process and eligibility determination.
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<p>Service Coordination and Provision of Services</p>	<p>BCS will share the following special education services and resources at the Head Start facilities</p> <ul style="list-style-type: none"> • BCS will provide speech language pathologists for communication screenings and speech and language service delivery. • BCS will provide an Interdisciplinary Early Childhood Education (IECE) teacher for ARC meetings or an SLP for Speech and Language Impairment only students. • BCS will provide an ARC Chairperson. • BCS will provide services for students who are identified as having a Speech-Language Impairment (SLI) at the Head Start location. • If a student is determined eligible for any other disability and is to receive speech as a related service, the ARC will review a draft Individualized Education Program (IEP) for the provision of those services. If the family elects to remain with Head Start the family will have to decline the entire IEP including speech as a related service. • Special education services will take place in conjunction with the BCS school calendar. <p><i>The District recognizes its responsibility to assure the provision of a free and appropriate educational service to eligible children.</i></p>	<p>Head Start will work with BCS to deliver special education service and resources to Head Start students</p> <ul style="list-style-type: none"> • The Head Start Disability Consultant will provide support for students, families, and staff within the Head Start Program. • Head Start will assure the child's classroom teacher will attend the ARCs and provide input on the child's progress.
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<p>Transition</p>	<p>BCS will assist Head Start children with disabilities and their families in transitioning to the primary program</p> <ul style="list-style-type: none"> • BCS will collaborate on the completion of the Kindergarten transition ARC meetings to assure continuity of services. • BCS will provide resource information to Head Start regarding Kindergarten transition initiatives. 	<p>Head Start will assist Head Start children with disabilities and their families in transitioning to the primary program</p> <ul style="list-style-type: none"> • Head Start will ensure parents are informed of Kindergarten transition from preschool beginning at the age 4. • Head Start will include Head Start school staff in home visits prior to transition to primary school. • Head Start will make arrangements and obtain written parent consent to release Head Start records to the school prior to school enrollment. • Head Start will participate in the ARC meeting with the district for kindergarten transition to avoid gaps in services.
<p>Other Areas of Agreement</p>	<p>BCS will include Head Start Children with disabilities on the IDEA count if criteria are met.</p> <p>Other:</p> <ul style="list-style-type: none"> • BCS will continue to work cooperatively to meet the needs of the children • BCS will provide Head Start with the State Student IDs of Head Start students with disabilities in order for Head Start to fulfill state student assessment and demographic data reporting requirements to the Kentucky Early Childhood Data System (KEDS). 	<p>The Head Start program will assist the district in assuring that criteria are met for counting Head Start children on the IDEA count.</p> <p>Other:</p> <ul style="list-style-type: none"> • Head Start will continue to work cooperatively to meet the needs of the children • Head Start will provide directly to the Kentucky Early Childhood Data System (KEDS) all required student assessment and demographic information for Head Start students with disabilities.

Local Head Start Memorandum of Agreement

This agreement is between the Northern Kentucky Action Commission Boone County Head Start Grantee Program (“Head Start”) and the Boone County School District (“School District”) to coordinate services to eligible children through federal Head Start and state Preschool programs.

I. Purpose of Agreement

This Memorandum of Agreement (“MOA”) sets out the terms by which the Head Start program and School District will ensure full utilization of Head Start funds by meeting the following objectives: (1) to avoid duplication of programs and services; (2) to avoid supplanting of federal funds; and (3) to maximize the use of Head Start funds to serve as many four-year-old children as possible. This MOA also provides for coordination between Head Start and School District as required by 45 CFR 1302.53 and 45 CFR 1302.63.

II. Authority

Whereas, Head Start must enter into an agreement with the School District in order to support coordination between Head Start and publicly funded preschool programs (*642 (e) (3) of the Head Start Act and 45 CFR, Part 1302.53*); and

Head Start must work to develop an interagency agreement with the School District to improve service delivery to children eligible for services under the Individuals with Disabilities Education Act (IDEA), including the referral and evaluation process, service coordination, promotion of service provision in the least restrictive environment, and transition services as children move from services provided under Part C of IDEA to services provided under Part B of IDEA and from preschool to kindergarten (*45 CFR, Part 1302.63*); and

School District must work with Head Start to avoid duplication of programs and services, avoid supplanting federal funds, and maximize Head Start funds in order to serve as many four-year-old children as possible (*KRS 157.3175*); and

School District must achieve certification with Head Start director that the Head Start program is fully utilized (*KRS 157.3175*);

Now, therefore, it is mutually agreed by Head Start and School District to enter into this MOA.

III. Program Descriptions

Head Start is a comprehensive child development program, funded by the U.S. Department of Health and Human Services, serving at-risk families with young children pursuant to 42 USC 9831, *et seq.* Services include education, health, mental health and family and community partnerships to eligible three- and four-year-old children.

State-Funded Preschool is a program designed to meet the comprehensive needs of children through developmentally appropriate teaching and learning practices, as well as collaboration with medical, health, mental health and social service agencies. Services are provided to eligible children pursuant to KRS 157.3175 and 704 KAR 3:410.

IV. Goals of Collaboration

Head Start and School District agree to work together in furtherance of the following goals:

- a. To avoid duplication of programs and services;
- b. To avoid supplanting of federal funds;
- c. To maximize the use of Head Start funds to serve as many four year old children as possible;
- d. To establish seamless delivery of services that builds on the strengths and supports the needs of the service area;
- e. To ensure coordination and collaboration between Head Start and School District, including specific roles and responsibilities to ensure a coordinated service system;

- f. To ensure effective, two-way communication between Head Start and School District, in order to remove barriers to collaboration and to promote effective service delivery;
- g. To improve availability and quality of services for four-year-old children and their families, ensuring that all eligible children in the service area have access to quality education and comprehensive services;
- h. To ensure that Head Start and School District will plan and coordinate recruitment and access to services and implement strategies to enroll the hardest to reach children in the service area;
- i. To support the optimal development of children, including their school readiness and success, and the advancement and success of families;
- j. To collaborate in service delivery to the greatest extent possible, including in transportation, facilities and other resources as appropriate and to ensure information exchange regarding educational and non-educational services for the benefit of children and families;
- k. To coordinate services to children with disabilities and to support Head Start with ensuring at least ten (10) percent of enrolled children are eligible for services under IDEA.

V. Joint Roles and Responsibilities

Head Start and School District agree to cooperate and collaborate in the development and implementation of each of the following areas mandated by the Head Start Act of 2007 (42 USC 9831 *et seq.*) A summary of Roles and responsibilities is included in Attachment A:

- a. Educational activities, curricular objectives, and instruction
 - I. Head Start and School District agree to implement research-based curriculum coordination aligned with the Head Start Child Outcomes Framework, the Head Start Program Performance Standards, and the Kentucky Early Childhood Standards.
 - II. Head Start and School District agree to engage in ongoing communication for continuity of curricular objectives and shared expectations for children's learning and development as the children transition to school.
- a. Public information dissemination and access to programs for families contacting the Head Start program or the School District preschool program.
 - I. Head Start and School District agree to coordinate to provide community/public information dissemination and resource development to support and improve school readiness.
 - II. Head Start and School District agree to engage in ongoing communication between Head Start staff and School District staff, such as teachers, social workers, McKinney-Vento coordinators, Family Resource Youth Service Coordinators, other federal program coordinators, and health staff that facilitate program coordination.
- a. Selection priorities for eligible children to be served by programs
 - I. Head Start and School District agree to coordinate and engage in child selection, enrollment, and notification practices that will ensure all eligible children will be served by the program.
 - 1. Both parties will meet annually to review eligibility requirements, selection criteria and recruitment lists to establish a system for determining the best placement based on characteristics and need for enrolling families.
 - 2. This process will be coordinated, transparent and seamless for children and families served. A written document will be mutually developed outlining how this process will work (Attachment A)

3. Both parties will ensure 10 (**number**) four-year-olds will enroll in Head Start on September 1 based on the 1989-90 number of four year olds served, or a mutually-agreed upon target that maximizes federal Head Start funds in order to serve as many at-risk four-year-olds in the district as possible. It is mutually understood by both parties that full enrollment for Head Start must be met on the first day of instruction.
 4. Both parties will confirm the number of four-year-olds enrolled in Head Start on September 1 or the first day of instruction whichever is later, with the Kentucky Department of Education by September 15.
 5. Both parties agree to the Enhancement of Head Start and Public Preschool for funding purposes as outlined in the Kentucky Head Start and Preschool Program Guidance.
- II. Coordination and collaboration between Head Start and School District will target the participation of underserved populations of eligible children.
 - III. Enrollment priorities will include homeless and foster care children as well as limited English proficient children and informing their parents of instructional services to help children acquire English proficiency.
 - IV. Coordination and collaboration with other programs, as applicable, such as First Steps, Family Resource Centers, Subsidized Child Care Providers, and other early childhood providers will be a priority for both parties.
- a. Definition of service area
 - I. Child recruitment and referral practices will ensure all children will be served by the appropriate program in the service area.
 - II. Collaboration will occur to reduce duplication and enhance service efficiency in the service area.
 - III. Service delivery and program strategies will be coordinated to overcome collaboration barriers.

School District and Head Start agree to coordinate the location of sites in the community and the provision of additional service in order to minimize the transportation of young children to meet the needs of working parents and facilitate parent involvement in both programs.

- a. Professional learning
 - I. Opportunities for joint staff professional learning will be identified and pursued in the following areas:
 1. Collaborative recruitment and enrollment strategies
 2. Early childhood standards, instructional methods, curriculum, assessment, and social emotional development
 3. Early childhood transitions
 4. Parent and community engagement
- a. Technical assistance
 - I. Collaborative efforts will be made to identify common technical assistance needs.
 - II. Program technical assistance will be shared when and where feasible.
- a. Provision of services to meet the needs of working parents, as applicable: coordinating activities to make full day and full year resources available to children who need it and collaborating with child care entities in the service area.
- a. Communication and parent outreach for smooth transitions to kindergarten
 - I. Joint support of children's transition to elementary school, including appropriate records transfers, outreach to parents, and specific activities to address limited English proficient children and their families.

- II. Joint parent education about their roles in the public schools related to their children's learning and development.
- a. Transitions
 - I. Head Start and School District will collaborate, pursuant to 45 C.F.R. Part 1302, Subpart G, to:
 - 1. Help parents understand practices they use to effectively provide academic and social support for their children during their transition to kindergarten and foster their continued involvement in the education of their child;
 - 2. Prepare parents to exercise their rights and responsibilities concerning the education of their children in the elementary school setting, including services and supports available to children with disabilities and various options for their child to participate in language instruction educational programs; and,
 - 3. Assist parents in the ongoing communication with teachers and other school personnel so that parents can participate in decisions related to their children's education.
 - II. Head Start and School District will collaborate to ensure that (1) relevant records are transferred to the child's next placement, (2) communication between Head Start staff and their counterparts in school fosters the continuity of learning and development, and (3) Head Start and kindergarten teachers participate in joint training and professional development activities.
- a. Provision and use of program elements.
 - I. Head Start and School District will:
 - 1. Provide joint parent activities, education and involvement, as feasible and appropriate.
 - 2. Exchange information on children's service provision, as feasible and appropriate.
 - II. School District may also provide additional financial and programmatic support to Head Start as appropriate and feasible. This support may be in the provision of free or reduced cost services. This provision is intended to support Head Start with meeting non-federal match requirements.
- a. Serving children with disabilities
 - I. Referrals and Evaluations.
 - 1. Head Start will refer children, as appropriate, to School District for evaluation to determine whether the child is eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 *et seq.*).
 - 2. Head Start and School District will collaborate to the greatest extent possible to develop and implement an eligible child's IFSP or IEP, including but not limited to inviting a Head Start representative to Admission and Release Committee meetings as appropriate.
 - II. Service Coordination.
 - 1. Head Start and School District will jointly recruit and enroll eligible children with disabilities.
 - 2. With parental consent, School District will provide a copy of the IEP to Head Start.
 - 3. Head Start and School District will collaborate to ensure that all services are provided in accordance with a child's IFSP or IEP, and that the child is working towards the goals of the IFSP or IEP.
 - 4. School District will review and revise, as appropriate, the IFSP or IEP for each child no less than annually.

III. Least Restrictive Environment. School District and Head Start will collaborate to ensure that services are provided in a child's regular Head Start or preschool classroom to the greatest extent possible.

IV. Transition.

1. School District and Head Start will plan and implement transition services for children with an IEP who are transitioning to kindergarten.
2. School District and Head Start will collaborate with parents to ensure the appropriate steps are taken to support the child and his or her family as they transition out of Head Start or preschool.

a. Protecting Personally Identifiable Information

- I. Head Start and School District have reviewed this MOA with respect to the exchange of Personally Identifiable Information ("PII"). Head Start and School District shall:
 1. Collaborate to share student information, as well as to report student and program data to state and federal agencies, in a manner that meets, where appropriate, the Family Educational Rights and Privacy Act (FERPA), 42 U.S.C. § 1232g, the Head Start Program Performance Standards, Part 1303, Subpart C, Protections for the Privacy of Child Records, and the confidentiality provisions of IDEA, 34 C.F.R. §§ 300.610 – 300.626 and 34 C.F.R. §§ 303.401 – 303.417.
 2. Maintain appropriate safeguards to protect PII, including providing appropriate training for all individuals who receive PII.
- II. School District will notify Head Start of any unauthorized disclosure of the PII of a child enrolled in Head Start no later than twenty-four hours following discovery of such unauthorized disclosure. Likewise, Head Start will notify School District of any unauthorized disclosure of the PII of a child enrolled in Head Start or preschool no later than twenty-four hours following discovery of such unauthorized disclosure.

a. Other elements mutually agreed to by the Parties. (specify)

- I. _____
- II. _____
- III. _____

VI. Term of Agreement

The term of this MOA will begin on Sept. 15, 2025 (Beginning Date) and shall terminate on May 20th, 2026 (Ending Date). This MOA may be amended during this term by mutual written consent of Head Start and School District.

VII. Signatures

The Parties intend to achieve the terms of this MOA and maintain a meaningful partnership to promote school readiness so eligible families are served in a coordinated, high quality system. The Parties agree to plan and implement strategies based on practice and research that have proven to support children's school success. The Parties agree to coordinate recruitment and enrollment so that each child and family is served in the best setting and programs cooperate to maximize community resources.

For the Head Start Grantee:

Head Start Director
Laurie Wolsing

Vice President of Children's Services

Full Utilization Agreement |

Title

Laurie Wolsing

Signature
2025-08-14

Date

Head Start Grantee Executive Director/Authorized Representative

Catrena Bowman

Name
Executive Director

Title *catrena bowman*

Signature
2025-08-15

Date

**For the School District:
Early Childhood Program Director**

Dr. Michael Shires

Name
Director of Early Childhood Learning

Title

Signature

Date

Superintendent of Schools / Agency Executive Director

Name Dr. Jeff Hauswald

Title Superintendent

Signature

Date 9/11/2025

CERTIFICATE *of* SIGNATURE

REF. NUMBER
YPPCM-WBSME-WOGHW-JFTZC

DOCUMENT COMPLETED BY ALL PARTIES ON
15 AUG 2025 20:38:13 UTC

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LAURIE WOLSING

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Laurie Wolsing

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13 AUG 2025 13:13:13 UTC
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15 AUG 2025 20:37:50 UTC
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15 AUG 2025 20:38:13 UTC

catrena bowman

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15 AUG 2025 20:37:50 UTC



TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (the "Agreement") is made effective this the ____ day of , 2025 by and between the Boone County School District ("the District"), located at 8330 U.S. Highway 42, Florence, KY 41042, and Northern Kentucky Community Action Commission ("Head Start"), located at 3261 Maplewood Dr, Burlington, KY 41005.

WHEREAS, Head Start is a comprehensive early childhood education program which provides services to preschool children of low-income families; and

WHEREAS, the District is a Public School District in the Commonwealth of Kentucky charged with the education of students in its district; and

WHEREAS, the District and Head Start desire to enter into this Agreement to provide for transportation of qualifying students from the Boone County Head Start Center to Burlington Elementary School for the purpose of attending the afternoon preschool session on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants and subject to the conditions contained herein, the parties agree as follows:

Section 1. Definitions.

- (a) "The Center" means the Boone County Head Start Center located at 3261 Maplewood Dr, Burlington, KY 41005.
- (b) "Qualifying Students" means all preschool age children participating in the Boone County Head Start program who have been determined to be a child with a disability pursuant to 707 KAR 1:300. However, Qualifying Students shall *not* include students eligible solely due to a speech or language impairment.
- (c) "The School" means Burlington Elementary School, located at 5946 N. Orient Street, Burlington, KY 41015.
- (d) "Transportation Services" means the transportation of students via school bus or other approved motor vehicle by a District employee who is qualified, trained, and licensed to transport students in accordance with applicable federal, state, and local laws.

Section 2. Scope of Services Required. During the term of this Agreement, the District agrees to provide Transportation Services for Qualifying Students from the Center to the School. Qualifying Students will be picked up Monday through Thursday at approximately 11:45 AM from the Center and dropped off at Burlington Elementary School at approximately 12:00 PM. Transportation Services shall only occur on dates which the District is open for in-person instruction pursuant to the school calendar determined and approved by the Boone County Board of Education.

Head Start staff members will escort all Qualifying Students to the designated pick-up area and deliver Qualifying Students directly to District staff members "hand to hand." Head Start agrees that no student will be left unattended while waiting for Transportation Services.

Section 3. Exchange of Information. The Parties agree to draft and sign any necessary student information exchange agreements within each organizations' respective legal authority to do so. The District further agrees to maintain transportation logs for Qualifying Students

transported pursuant to this Agreement, and make such transportation logs available to Head Start upon request.

Section 4. Parental Consent. The District will obtain written permission for Transportation Services from the parent or legal guardian of all Qualifying Students via completion of the District Bus Form, attached as Exhibit A. The District will collect the completed Bus Forms and provide a copy to Head Start no later than the commencement of Transportation Services.

Section 5. Term. The term of this Agreement shall begin on the Effective Date and shall continue for the remainder of the 24-25 school year, the closing date for which is to be determined and approved by the Boone County Board of Education.

Section 6. Termination. Either party to this Agreement has the right to terminate this Agreement for any reason by giving the other party a minimum of thirty (30) days advance, written notice.

Section 7. Insurance. The District shall maintain automobile liability insurance in accordance with state law. A copy of the District's policy of insurance shall be provided to Head Start upon written request.

Section 8. Indemnification. With respect to any liability arising out of or resulting from any third party claim, suit, action or proceeding which is the result in whole or in part of the negligence, gross negligence or willful misconduct of Head Start, its affiliates, employees, or students, Head Start agrees to indemnify, defend and hold harmless the District, and its officers, directors, employees, agents, successors and assigns from and against any and all losses, damages, injuries, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees.

Section 9. Compliance with Laws. The District and its employees, agents, and representatives shall, at all times, comply with all applicable federal, state, and local laws, regulations, and ordinances, and be duly licensed and otherwise authorized to perform the services specified in this Agreement. Upon written request, the District shall provide to Head Start documentation evidencing the training and licensure of all bus drivers and para-educators charged with the transportation of students pursuant to this Agreement.

Section 10. Open Records Act. Head Start acknowledges that the District is a public agency subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Head Start agrees that it will not pursue any legal action against the District for any disclosure of Head Start's information or data made in response to an Open Records Request.

Section 11. Confidentiality. Head Start further understands that it may, pursuant to this Agreement, have access to educational records or confidential information regarding a student's disability protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Head Start acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Head Start to criminal and civil penalties imposed by law. Head Start further acknowledges that such willful or unauthorized disclosure also violates District policy and could result in immediate termination of this Agreement and an action to recover civil remedies available by law.

Section 12. Amendment. This Agreement may be amended in writing at any time by mutual agreement of the parties to this Agreement.

Section 13. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this

Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or officers effective as of the day and year first above written.

Boone County School District

Boone County Head Start

By: _____

By: _____

Title: Mr. Jesse Parks, BCS Board Chair
9/11/2025

Title: _____