



FLOYD COUNTY BOARD OF EDUCATION
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Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Consent Agenda Item (Action Item): Consider and approve the Head Start Continuation of service Agreement to be in effect during the Federal Government Shutdown.

Applicable State or Regulations: Duties and powers of the board 01.11 Floyd County Board Policy.

Fiscal/Budgetary Impact: The district may be reimbursed as long as students are serviced as head start students if the government shut down is not resolved before November 1st, 2025

History/Background: In the midst of a current government shutdown this agreement will allow districts to continue services with the opportunity to be reimbursed after the shutdown is concluded, as long as student are serviced as head start students within the district.

Recommended Action: Consider and Approve the Head Start Service Continuation of Services Agreement.

Contact Person(s): Tonya Williams, Superintendent, Rachel Crider Head Start Director

N/A
Principal

Rachel Crider Director
Tonya H. Williams Superintendent

Date: 10-27-25

HEAD START CONTINUATION OF SERVICES AGREEMENT

Come the parties, Big Sandy Area Community Action Program (BSACAP) by its Executive Director, Wanda Thacker and _____ County School District ("School") by its Superintendent or delegate _____ and enter into the following agreement for continuation of Head Start services during the government shut-down period.

Whereas, the parties agree that continuation of such services is necessary to fulfill their respective missions and to serve the currently enrolled Head Start students;

Whereas, the federal government is in shut-down and BSACAP has not and will not receive its Head Start award for 11/1/25-10/31/26 until after the shut down ends;

Whereas, School has agreed to provide a services usually paid for by the Head Start program to continue such services during shut-down;

Therefore, the parties agree as follows:

Authorization: Each party has received authorization from its Board of Directors to enter into the following agreement.

Delegation Agreement: The parties' delegation agreement for 11/1/24-10/31/25 shall remain in force and effect, by agreement of the parties, other than funding terms and terms and provisions which contradict with this Agreement. The parties understand and agree that once the new funding for 11/1/25-10/31/26 is received, the new Delegation Agreement must be put in force.

Services: Services will be provided to all students currently enrolled in the Head Start program in _____ County/_____ School District through the end of the federal government shutdown, and further until BSACAP receives its Head Start award.

Designation of students: Students will continue to be designated as Head Start students and shall not transition to being students of School, unless and until the parties make such a transition agreement in writing. This Agreement does not change the designation of these students as BSACAP Head Start students.

School Funding: The School has determined that discretionary funds in its budget may be used to cover any services or activities required of School under this Agreement. While BSACAP will endeavor to reimburse School for these expenses, post award, the parties understand and agree that such reimbursement may not be permitted.

Recruitment: Head Start student recruitment for any new or prospective students will continue until the funding award for 11/1/25-10/31/26 is made.

Community Partnerships: BSACAP will continue to engage in and foster and recruit community partners through the term covered by this Agreement and shall ensure that such community partners continue to participate in the program as is usual.

Reimbursement: Non-Head Start activities may not be reimbursed by Head Start. Once the award is received, BSACAP agrees that it will work with the funding entity to cover services paid for by School under this Agreement from 11/1/25 through the date the funding is received.

Insurance: BSACAP will continue to fund insurance premiums and coverage for the program, oversight and other matters in the same manner that it has. School will maintain the coverage it currently has on the program.

Renewal: The parties may renew this Agreement by written consent of both parties on a monthly basis or as needed, through May ____, 2026.

Head Start Program Performance Standards: Current applicable performance standards will be maintained in accordance with 45 CFR Section 1302 Subpart B. All performance standards will continue to be met.

Workshops, group sessions and individualized support: BSACAP and/or School will continue to provide all workshops, group sessions and individualized support to families that are scheduled for 2025.

Transportation: Transportation will continue to be provided by School.

Parent Committees: All parent services, including parent committees and the Policy Committees, will continue as normal. They are decision-making groups so it is important that they must meet as they normally would.

Policy Committee and Policy Council: To the extent the groups are volunteers and not receiving reimbursement, these committees and council will continue to do their current work pursuant to 45 CFR Section 1301.3(c)(2) and meet on a regular schedule. For the Policy Committee, they can continue meeting in person as they normally would. For the Policy Council, BSACAP will switch that to an online option during the shutdown so that there won't need to be any reimbursement for mileage, babysitting, food expenses, etc. typically covered by the grantee.

Head Start Director: The Grantee Head Start Director and Asst Director will continue working during the shutdown to provide support, guidance, and monitoring of all delegate services. They will be paid by BSACAP.

Legal Counsel: Each party shall pay its own legal fees relating to this Agreement. Legal counsel for BSACAP will work pro bono on issues solely impacting Head Start during the shut down period. Issues arising after the new award is provided, whether or not those issues relate to the program during the period of shutdown, will be charged to the new award.

Training and Professional Development: Training previously scheduled that is required for continued services during the shutdown will be provided by School as needed. Delegates may choose to delay any training until the shutdown ends with the exception of trainings that have a time limit stated by Performance Standards such as pedestrian safety, bus evacuation, new staff orientation, and CPR & First Aid.

No award granted: In the circumstances where the expected Head Start award is not made, post-shutdown, BSACAP will enter into new discussions with each county/school district as to management of the program through the end of the academic year. (May, 2026).

Program Management: BSACAP will continue all monitoring and evaluation of delegate program activities during the shutdown period.

Coordinated Coaching: Coordinated Coaching on the regular schedule of Mentor-Coaching services to the delegate teaching staff will continue during the shutdown, though it will be through virtual communication rather than on-site visits.

Nutrition: This service will be continued as usual.

Health and Dental: This service will be continued as usual.

Special Needs Services: These services will be provided as usual.

Program Audits or Review: Any audit or review by Regional or National Head Start Agencies or third parties will be managed by BSACAP.

Mental Health: These services will be provided as usual.

Parent Involvement: This will continue as usual.

Family Services: These will continue as usual.

Media Statement: The parties agree that they will jointly construct and disseminate a media statement/press release regarding this Agreement, to inform Head Start families and the public.

Merger: The parties agree that all prior discussions related to this continuation of services are merged into this document, and that this Agreement is the full and complete memorialization of the continuation of services.

Compliance with law: The parties intend this Agreement to comply with law. Any provision later found to be in violation of law will be deleted, and all other provisions shall remain in full force and effect.

Jurisdiction: This matter is governed by the state and federal courts of the Commonwealth of Kentucky. Jurisdiction and venue shall be in the courts covering the School District which is a signatory to this matter.

SIGNATURES:

Wanda Thacker, BSACAP Executive Director

Date

School, by:

Date