



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Jesse Bacon, Superintendent
FROM: Patrick Durham, Director of Elementary Education
RE: 2026-2027 Head Start MOA
DATE: May 29, 2026

Attached is the 2026-2027 OVEC Head Start Full Utilization Agreement that requires annual board approval.

The commitments outlined in the documents are made to ensure full utilization of Head Start funds by meeting all required objectives. The agreement aims to partner with the Ohio Valley Educational Cooperative (OVEC) to coordinate services for eligible children through state preschool and federal Head Start funds. The agreement is based on the planned growth criteria set by the Kentucky Board of Education in conjunction with Head Start and local school districts. Dinsmore and Shohl LLP has reviewed this document. *(If approved, please sign copies of the agreement and return to Patrick Durham.)*

Our mission is to inspire and equip our students to succeed in life

School Year 2026-2027

Local Head Start Memorandum of Agreement

This agreement is between the OVEC Head Start Grantee Program and the Bullitt County 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 the 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

The school district must achieve certification with the 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.

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IV. Goals of Collaboration

Head Start and the 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 build on the strengths and support the needs of the service area;
- e. To ensure coordination and collaboration between Head Start and the School District, including specific roles and responsibilities to ensure a coordinated service system;
- f. To ensure effective, two-way communication between Head Start and the School District, in order to remove barriers to collaboration and to promote effective service delivery;
- g. To improve the 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 the 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. Educational activities, curricular objectives, and instruction
 - i. Head Start and the 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 the 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.

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- b. Public information dissemination and access to programs for families contacting the Head Start program or the School District preschool program
 - i. Head Start and the 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.

- c. Selection priorities for eligible children to be served by programs
 - i. Head Start and the 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 the 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.
 - 3. Both parties will ensure 0 (**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.
 - ii. Coordination and collaboration between Head Start and the 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.

- d. 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.

- e. 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
- f. 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.
- g. 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 them and collaborating with child care entities in the service area.
- h. 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.
- i. 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,

development activities.

- j. Provision and use of facilities, transportation, and other program elements.
 - i. Head Start and the School District will:
 - 1. Share facilities, as feasible and appropriate.
 - 2. Share transportation, as feasible and appropriate.
 - 3. Provide joint parent activities, education, and involvement, as feasible and appropriate.
 - 4. 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 in meeting non-federal match requirements.
- k. Serving children with disabilities
 - i. Referrals and Evaluations.
 - 1. Head Start will refer children, as appropriate, to the 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 the 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 the School District will jointly recruit and enroll eligible children with disabilities.
 - 2. With parental consent, the School District will provide a copy of the IEP to Head Start.
 - 3. Head Start and the 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.

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.

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

- i. _____
- ii. _____
- iii. _____

VI. Term of Agreement

The term of this MOA will begin on 7/1/2026 and shall terminate on 6/30/2027. This MOA may be amended during this term by mutual written consent of Head Start and the 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.

95D837CF7D1B430...
Signature
5/11/2026

Date

Head Start Grantee Executive Director/Authorized Representative

Jason Adkins
Name

CEO
Designated by:
Title Jason Adkins

78940894AA43474...
Signature

Date

For the School District:

Early Childhood Program Director

Patrick Durham
Name

Director of Elementry Education
Title

Signature

Date

Superintendent of Schools / Agency Executive Director

Jesse Bacon
Name

Superintendent
Title

Signature

Date

HEAD START/EARLY HEAD START

AND

LOCAL EDUCATION AGENCY

Full Utilization Agreement
Enrollment Selection Priority Addendum

2026-2027

* Note – Please be advised that Head Start in the following plan will refer to all OVEC Head Start and Early Head Start programs, unless otherwise noted.

Head Start eligibility is based on age, income and area served. OVEC Head Start programs determine eligibility at the time of application. All documents examined to determine eligibility are maintained as part of the eligibility determination record as required by Head Start standards.

Age eligibility: Head Start standards state that a child must be at least 3 years of age or turn three years old by the date used to determine eligibility for public school to be age eligible for Head Start. Age eligibility is verified by examining documents such as birth certificates, immunization records, immigration paperwork or passports. The program does not require age verification documents to be collected by staff if doing so creates a barrier to the child's enrollment into the program. Children who turn three after the school cut-off date can be served after their third birthday only if there are no income eligible and age eligible children on the waiting list for their community.

The Head Start standards state that, except when a child is transitioning to Head Start, a child must be an infant or toddler younger than 3 years old to be eligible for Early Head Start. Age eligibility of children is verified by examining documents such as birth certificates, immunization records, immigration paperwork or passports. The program does not require age verification documents to be collected by staff if doing so creates a barrier to the child's enrollment. Communities offering 0-5 programming, through both Early Head Start and Head Start options will have some flexibility in determining placement and transition of children in order to best serve their individual development and social/emotional needs.

Categorical eligibility is granted, according to Head Start Performance Standards and the Head Start Reauthorization Act of 2007, to children in foster care and children from families experiencing homelessness (according to the definition in the McKinney- Vento Homeless Assistance Act, 42 U.S.C11434a(2)). Families who meet the categorical

or SNAP). If a family is eligible for public assistance, verification is needed of the TANF, SSI or SNAP benefits the family receives. In all other cases, a family's total gross income for the last 12 months or the last calendar year is used to determine income eligibility, whichever is a more accurate reflection of the family at the time of application. Effective August 2024, revised Head Start Program Performance Standards allow programs to adjust a family's total gross income if their housing costs exceed 30% of gross income by the excess amount above the 30% threshold. Income is verified according to the Head Start standards and staff work with families to obtain the needed documentation. If a family can demonstrate a significant change in income from the last 12 months or last year's calendar income, staff may consider current family circumstances to determine eligibility.

Eligibility duration: If a child is determined eligible and is participating in the Early Head Start program, the child will maintain that status until he/she ages out of Early Head Start.

If a child is determined eligible and is participating in a Head Start program, he or she will remain eligible through the end of the succeeding program year. If the child is enrolled in Head Start after his or her third birthday but was not three by the school cut-off date and returns for a third year of Head Start programming, a new application must be completed and income eligibility must be re-verified. If a child is dis-enrolled from either program, regardless of reason, for over 30 days, a new application must be completed and income re-verified to be considered for re-enrollment.

Children transitioning from an OVEC Early Head Start Child Care Partnership placement or from Early Head Start into a Head Start placement must fill out a new application and re-verify income eligibility. Applicants that were not selected during the program year and remained on the waiting list and are still age eligible for Head Start

In accordance with the Head Start Reauthorization Act of 2007, families with income between 101% and 130% of the federal poverty guidelines may be serviced, not exceeding 35% of enrollment opportunities. These applications are selected only after all age and income eligible families have been enrolled in order to maintain full program enrollment.

Over Income Placements: At minimum, 90% of the families enrolled in the Early Head Start and Head Start programs must be categorically or income eligible according to Head Start Performance Standards. Programs may have up to 10% of their funded enrollment be over income placements. These limited numbers of slots are filled on an individual basis based on need and allow the program to provide services to children with diagnosed disabilities, children affected by special circumstances and children referred by community partners. In some communities, over income applicants may be accepted if there are no income or age eligible children on the waiting list, enrollment slots are still available, and the program still has not reached the 10% limit for the program year.

If a family is determined to be over income at the time of application but has a significant change in family income or circumstance during the program year, eligibility can be re-determined based on verification of the new circumstance and/or income. Additionally, children enrolled as over income placements must reapply annually and income must be re-verified for the succeeding program year to make sure that families with the highest need are being served. Children enrolled in over-income placements will not automatically roll over to the next program year.

Violations of eligibility determination regulations: OVEC Head Start staff who intentionally violate Federal and program eligibility determination regulations will be

information used to determine program eligibility may be subject to actions affecting their family's participation in the program.

1302.12(m)

Staff Training: All OVEC Head Start staff who complete interviews and applications with families and who determine eligibility will be trained annually on the Head Start standards as well as the program's policies and procedures regarding eligibility determination and verification. New staff who will be responsible for determining eligibility will receive training as part of their orientation into the program and within 90 days of hiring. This training will include interview and application completion, definitions of applicable terms as outlined in H.S 1302.12 (m), verification of age, categorical and income eligibility, accurate eligibility record keeping and the consequences of intentionally violating federal and program policies and procedures.

1302.13

Recruitment

Recruitment is ongoing throughout the program year. Recruitment information is distributed throughout the community via social media, our OVECHeadStart.org website, flyers, mailings, attending community meetings and events, public school registrations, newspapers, public announcements, canvassing neighborhoods, and word-of-mouth. Applications are taken at scheduled registration sites, office appointments, and home visits to best meet the needs of families. Each year, recruitment focuses on the communities within our designated service area with the greatest need as identified by the program's Community Assessment and to reflect program changes. Our designated Head Start service areas include the counties of Bullitt, Gallatin, Henry, Jefferson, Oldham, Owen, Shelby, Spencer and Trimble counties. This year's Early Head Start recruitment efforts will include the counties of Bullitt, Gallatin, Henry, Shelby, Spencer and Trimble Counties and will additionally be focused on the counties of Franklin, Jefferson, and

Consultants, Family Services staff and ERSEA Team work closely together to meet the 10% disability requirement.

Selection

1302.14

Selection is the formal process for considering all eligible applicants and selecting children and their families into the program. Head Start requires that programs select children and families who have the greatest need based on selection criteria. Each program creates selection criteria based on the needs of the community they serve using information from their community assessment, PIR and other demographic information.

The OVEC Head Start selection criteria are separated into 2 groups: priority selection and weighted need selection. Children and families meeting the priority selection criteria will be selected for services immediately, if openings are available, or go to the top of the waiting list if there are no current openings. It is the responsibility of the ERSEA Team to monitor enrollment at all centers to determine when a vacancy exists, and to fill vacancies from the center waiting list.

Priority Selections:

- Income/Categorical eligible applicants with a documented disability (IEP or IFSP in place)
- Public Assistance Children
- Foster children
- Homeless children and families (as defined by McKinney-Vento)
- Income eligible transfers from another Head Start program with documentation
- Income eligible EHS participant transitioning into Head Start
- Expecting Teen Mom

Weighted Need Selection:

The weighted needs selection criteria incorporate the child's age, family income and needs assessment based on specifications within the grant as well as the needs of the community as identified by the program's Community Assessment. These criteria are modified yearly, as needed, and any changes are presented to the Policy Council annually for input and approval.

In our Early Head Start programs, the youngest applicants (birth to 12 months) will have priority over applicants nearing their 3rd birthday. Likewise in our Head Start program, children who are 3 years old by the school cut-off date will have priority over children who are 4 years old by that date, per our full-utilization agreements with KERA preschool school districts. This allows the program to ensure children are prepared for the upcoming transition to preschool at age 4. In the event, a family chooses to keep their income/categorically eligible Head Start child in Head Start as a 4-year-old rather than transition on to preschool and/or a Head Start eligible child is denied acceptance to preschool, OVEC Head Start will work with family to keep child enrolled in Head Start a second year. This will ensure that the child has continuous services until he/she is able to transition to kindergarten.

Priority for applicants whose families earn income in the lowest poverty level ranges is given per federal Head Start Program Performance Standards (HSPPS). Applicants living with guardians other than their biological parents are given priority over those stemming from single-parent or two parent homes. Applicants with diagnosed or suspected disabilities as determined by the OVEC Head Start Developmental Intervention Specialists also receive additional points over a child with no disabilities. Finally, additional risk factors are considered for each applicant. These can include those with a social service referral, documented case of abuse/neglect, family crisis –

the designated 6 hours of EHS/HS funded services, priority is given for working parents and/or parents who are in school/training per our grant and federal HSPPS. These programs are typically referred to as Full Day Full Year (FDFY) programs. All EHS classrooms are currently considered FDFY classrooms.

Our Early Head Start Child Care Partnership classrooms additionally give priority to those families who participate in the state childcare subsidy program per requirement of the collaborative grant award with the Office of Child Care.

Our Jefferson County Head Start/Early Head Start FDFY classrooms also give priority to working parents and/or parents who are in school/training per our grant and federal HSPPS and those families who participate in the state childcare subsidy program. On the contrary, our School Day School Year (SDSY) classrooms in Jefferson County do not consider childcare subsidy participation or a parent's work/training status when determining priority for SDSY participation.

Our Early Head Start Prenatal Program has primarily served expecting teen mothers because of findings from our Community Assessment and collaborative partnerships with local high schools. Priority for applicants whose families earn income in the lowest poverty level ranges is given per federal HSPPS. Expecting mothers in their first trimester are given priority over those in their third trimester. Finally, additional risk factors are considered for each applicant. These can include those with a social service referral, documented case of abuse/neglect, family crisis – incarceration, recent death or terminal illness of parent/guardian, inadequate prenatal care, high risk pregnancy, or alcohol/substance abuse issues. Families with multiple risk factors would receive priority over those families with just one risk factor.

Selections for School Day School Year (SDSY) programming in Head Start classrooms:

Once the current school year ends, staff begins to review applications for the following program year. Initial acceptances are made following the priority and weighted selection criteria described above. Selection and acceptances continue throughout the summer to allow consideration of new applications received with high levels of need. All vacancies are ideally filled before the beginning of the new school year.

The waiting list is updated throughout the year with ongoing recruitment and new applications. Openings are filled during the program year according to the priority and weighted selection criteria.

Selections for FDFY Head Start classrooms with extended childcare hours:

Applicants applying for Head Start services with extended childcare hours are kept on separate waiting lists at the centers that provide that program option. Waiting lists are assessed as openings occur. Applications are ranked according to need, according to priority and weighted selection criteria. Vacancies are filled as soon as possible and within 30 days using the selection criteria.

Selections for Early Head Start FDFY classrooms with extended childcare hours:

Early Head Start FDFY programs maintain separate waiting lists and select participants according to the priority and weighted selection criteria as openings occur.

We rarely have a waitlist for our Prenatal Program, but in that rare case, that program would maintain a separate waiting list and select participants according to the priority and weighted selection criteria as openings occur.

Enrollment

Enrollment is the official acceptance of a family by a Head Start program and the completion of all procedures necessary for a child and family to begin receiving services.

1302.15

When accepted, the participant receives a welcome letter with information about the start of the program year and any necessary health requirements. The participant is also given program contact information in case they have any additional questions.

Some communities have health screening days during the summer, where incoming children have required health screenings completed and families begin the enrollment process by completing health and nutrition paperwork. If a child has a health condition which requires obtaining signatures or information from their physician, staff work to complete these before the start of school to avoid any delay in the child's entry into the program.

Prior to the school year start date, the participant is contacted by classroom staff to schedule an initial home visit to complete all necessary enrollment paperwork and to start the process of building a relationship with the child and family and plan for the child's transition into the program.

The program maintains funded enrollment levels. Vacancies are filled as soon as possible according to the priority and weighted selection criteria as openings occur. The ERSEA Team reports enrollment levels monthly to the Office of Head Start. The program may elect not to fill a vacancy when 30 calendar days or less remain in the program's school year.

Attendance

Attendance for center-based programs is tracked using the ChildPlus data tracking system. Staff enter children's daily attendance into ChildPlus for tracking purposes. Family Service Staff pull attendance reports monthly and follow up with staff on families with percentages lower than 90%. The ERSEA Team also follows up on attendance as part of the monitoring process and attendance percentages for each center are reviewed at monthly site meetings with all center staff.

1302.16

Center staff is required to track attendance to maintain a minimum of 85% program attendance. Staff must contact families and document reasons for any unexpected absences within one hour of the start time. Attendance forms are used to accurately track attendance and to assure accurate billing and reimbursement from Kentucky's Childcare Assistance Program (CCAP) and CACFP. Following Head Start regulations, there are some circumstances when a child is not in attendance in the classroom but is still counted as attending for tracking purposes. These include when a child is attending special education evaluations/meetings, receiving special education services through an IEP or IFSP and receiving required medical or dental care. Teachers and family service staff encourage regular attendance through parent education on the value of consistency as it affects child learning and social emotional development. Parents are asked to call/text/email the center if children are absent. Direct contact or a home visit is made by staff after two consecutive absences.

Staff work with families to identify and reduce barriers to regular attendance and form partnership agreements to address chronic unexcused absences including signing attendance contracts. If absenteeism rates cannot be improved, and no special conditions are present (i.e. chronic illness), a child may be withdrawn from the program.

The program is committed to working with families to address specific and individual needs which may affect attendance. When a shared custody plan or non-custodial parent visitation schedule is in place, staff will obtain a copy for the child's file and work closely with both parents to ensure attendance concerns are addressed while supporting the court orders in place. Decisions on service delivery will be made on a case-by-case basis.

The program also works with families who experience family emergencies, extended illness or who wish to take time away for extended family visits out of the area. If a family notifies the program of the dates the child will be away and gives a specific date of return and the child will be away less than a month, the program will hold the child's spot and document the reasons for the child's absence. If the family does not know the

length of the absence, the absence is over a month in length or the family does not return on the scheduled date, the staff will work with the ERSEA Team and Family Services staff to determine the next steps.

<p>8.14 AMENDMENT/TERMINATION CLAUSE</p> <p>In the event that federal or state laws or other regulations, including funding requirements, are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement, then the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, incurred up to the date of termination.</p>	<p>8.14 AMENDMENT/TERMINATION CLAUSE</p> <p>In the event that federal or state laws or other regulations, including funding requirements, are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement, then the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, incurred up to the date of termination.</p>
<p>8.15 TERMINATION FOR MATERIAL BREACH</p> <p>Without limiting either Party's ability to terminate in accordance with other provisions of this Agreement, in the event of either Party's material breach of this Agreement, which is not cured within thirty (30) business days following receipt of written notice of such breach, the non-breaching Party will have the right to terminate this Agreement in whole <i>or in part</i> by giving a notice of termination effective ten (10) business days following receipt of notice of termination.</p>	
<p>8.16 NON-DISCRIMINATION POLICY</p> <p>The district will not discriminate against any employee or applicant because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the district.</p>	
<p>8.17 RIGHT TO AUDIT CLAUSE</p> <p>The district shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials relating to or pertaining to this Agreement kept by or under the control of the district, including, but not limited to those kept by the district, its employees, agents, assigns, successors, and subcontractors. The district shall at any time requested by the Head Start program, whether during or after completion of this Agreement, and at the district's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Head Start program. Such records shall be made available to the Head Start program during normal business hours at a mutually agreed upon location and subject to a three-day written notice.</p>	
<p>8.18 ACCEPTABLE USE OF AGENCY PROPERTY</p> <p>Use of the Head Start program's property, including computers and electronic systems, is for program and business activities related to the performance of this Agreement. These resources shall be used in an honest, ethical and legal manner that conforms to applicable license agreements, contracts and policies regarding their intended use. The copying or use of the program's intellectual property for personal use or benefit during or after the period of this Agreement is prohibited unless approved in advance by the Head Start director.</p>	

Other areas of agreement:

Bullitt County Public Schools:

- Provides transportation of Head Start Children, which includes monitors.
- Provides classroom space and playground at Cedar Grove Elementary, Maryville Elementary, Roby Elementary, Crossroads Elementary, Old Mill, and Brooks Elementary.
- Provides diagnostic services for Head Start Children with special needs at Cedar Grove Elementary, Maryville Elementary, Roby Elementary, Crossroads Elementary, Old Mill, and Brooks Elementary.
- Provide meals reimbursed by the USDA for Head Start children.
- Provide staff to assist in the joint Preschool/Head Start screening of children.
- Maintain the playground equipment and mow the grounds during the school year and summer months.
- Remove snow/ice from the parking lot due to classes being in session.
- Will enter children into Infinite Campus.
- The school nurse may assist with emergencies when the OVEC Health Specialist is not available. School nurses will not assume regular health support duties, but may offer assistance in case of an emergency if they are present at the time of the emergency.
- Use of the sensory room as availability allows, with Bullitt County Schools having priority over the space.
- Right to Audit Clause.
- Non-Discrimination Policy.
- Acceptable use of Agency Property.
- Amendment/Termination Clause
- Termination of Material Breach.

Other areas of agreement:

OVEC Head Start:

- Provides all staff related to Head Start/Early Head Start services.
- Provides \$265 .00 per child, per year for all Head Start children transported.
- Provides Preschool & Disabilities, Consultant.
- Provides staff to assist in joint Preschool/Head Start child screenings.
- Provides Medical and Dental services, family support services, and parent activities for all Head Start/Early Head Start children and families as required by Head Start Performance Standards.
- Provides the cost of telephone services in Head Start classroom and office spaces.
- A staff member will supply the appropriate district personnel with Head Start enrollment data.
- Pays an annual rent payment of \$17,500 for two Early Head Start classrooms, one Head Start classroom, and office space at Brooks Elementary School.
- Pays an annual rent payment of \$15,000 for one Head Start classroom and office space at Cedar Grove Elementary School.
- Pays an annual rent payment of \$13,600 for the classroom at Old Mill.
- Pays annual rent. Payment of \$11,600 for the classroom at Crossroads Elementary and \$15, 200 for classroom space at Roby Elementary.
- Provides a playground at Brooks, Cedar Grove, Crossroads, Maryville, and Roby.
- Use of kitchen counters and a 3-compartment sink in a permitted kitchen at Brooks Elementary.
- Claims the following district services in part or in whole as non-federal share: transportation, utilities, and custodial care.
- Head Start Code of Conduct
- Amendment/Termination Clause.
- Termination of Material Breach.

As Head Start grantees, it is imperative our program and partnerships abide by the following Standards of Conduct:

Standards of Conduct

(1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that:

(i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

(ii) Ensure staff, consultants, contractors, and volunteers do not engage in behaviors that maltreat or endanger the health or safety of children, including, at a minimum:

(A) Corporal punishment; or physically abusive behavior, defined as intentional use of physical force that results in, or has the potential to result in, physical injury. Examples include, but are not limited to, hitting, kicking, shaking, biting, pushing, restraining, force feeding, or dragging;

(B) Sexually abusive behavior, defined as any completed or attempted sexual act, sexual contact, or exploitation. Examples include, but are not limited to, behaviors such as inappropriate touching, inappropriate filming, or exposing a child to other sexual activities;

(C) Emotionally harmful or abusive behavior, defined as behaviors that harm a child's self worth or emotional well-being. Examples include, but are not limited to, using seclusion, using or exposing a child to public or private humiliation, or name calling, shaming, intimidating, or threatening a child; and

(D) Neglectful behavior, defined as the failure to meet a child's basic physical and emotional needs including access to food, education, medical care, appropriate supervision by an adequate caregiver, and safe physical and emotional environments. Examples include, but are not limited to, leaving a child unattended on a bus, withholding food as punishment or refusing to change soiled diapers as punishment;

(iii) Ensure staff, consultants, contractors, and volunteers report reasonably suspected or known incidents of child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note) and in compliance with Federal, State, local, and Tribal laws;

(iv) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each individual and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

(v) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable Federal, State, local, and Tribal laws; and,

(vi) Ensure no child is left alone or unsupervised.

(2) Personnel policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.

Reporting Guidelines

Should any reportable incident occur, our program has just **seven calendar days** to report to the Office of Head Start. These investigations can be time-intensive and prompt reporting at the site level gives us the best chance of complying with these requirements.

Should you notice anything at the site level that breaks any of these standards of conduct, **please make a report promptly to the Local Area Manager and OVEC Compliance Coordinator, Felicia Wheeler (fwheeler@ovec.org)**. In the event that these individuals are out of office, please contact additional OVEC leaders (Regional Area Manager, Head Start Director, CEO) until you have received a response.