



# Commonwealth of Kentucky

## CONTRACT

IMPORTANT

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Doc Description: Breathitt County School District/ DP 323	
Doc ID No: PON2 135 1500000437 1	Procurement Folder: 3515020
Procurement Type: Memorandum of Agreement	
Administered By: Kyla Satterly	Cited Authority: FAP111-44-00
Telephone: 502-564-8098	Issued By: Kyla Satterly

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BREATHITT CO BOARD OF EDUCATI  
  
PO BOX 750  
420 COURT STREET  
JACKSON KY 41339  
US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	MOA - Breathitt County School District BLA		0.00		0.00000	5,600.00	5,600.00

**Extended Description**  
TERM OF AGREEMENT: 08/21/14 - 6/30/15  
This contract is a bornlearning® Academy grant to implement the bornlearning® curriculum. Part of Kentucky's Race to the Top implementation of Kentucky All-STARS, is a statewide expansion of the bornlearning® Academies through the Cabinet for Health & Family Services' Division of Family Resource and Youth Services Centers. Funding for bornlearning® Academies will be provided through the Governor's Office of Early Childhood (Early Childhood Advisory Council) and is designed to engage families with children in the school system in the earliest years of a child's education and offer them strategies they can use at home to maximize the child's early learning and development.

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GOV  
GOV OFFICE OF EARLY CHILDHOOD  
125 HOLMES ST  
  
FRANKFORT KY 40601  
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Total Order Amount:	5,600.00
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Memorandum of Agreement between the  
Breathitt County School District  
and the Early Childhood Advisory Council

Description:

This contract is a bornlearning® Academy grant to implement the bornlearning® curriculum. Part of Kentucky's Race to the Top implementation of Kentucky All-STARS, is a statewide expansion of the bornlearning® Academies through the Cabinet for Health & Family Services' Division of Family Resource and Youth Services Centers. Funding for bornlearning® Academies will be provided through the Governor's Office of Early Childhood (Early Childhood Advisory Council) and is designed to engage families with children in the school system in the earliest years of a child's education and offer them strategies they can use at home to maximize the child's early learning and development.

**bornlearning® Academy Implementation Standards**

**The Participating School will:**

- # Implement bornlearning® Academy in elementary school setting during the evening hours (5 p.m. or later) for 2 years.
- # Submit a proposed, mid-year and year-end budget showing all expenditures
- # Assemble and utilize the expertise of a bornlearning® Academy Implementation Team.
- # Ensure school and district leadership are well represented at Academy sessions and graduation.
- # Review and become familiar with the core components of a bornlearning® Academy.
- # Provide in-kind or monetary support for The Academy (i.e.-PTA, Title I Parent Involvement, Business Partner, etc.)
- # Develop and implement a plan for recruitment and retention of families.
- # Commit to keeping Academy families engaged until their child enters kindergarten and beyond.
- # Ensure that the same person(s) serves as the Workshop Facilitator for all 6 sessions (If guests or visiting experts are invited, extra time may need to be added to the end of the session to explore these resources).
- # Ensure accurate data is entered into the Early Childhood Database (ECD) within one (1) week following each session.
- # Respond in a timely manner regarding data collection and training.
- # Provide support to workshop coordinator by allowing them the time to accomplish the goals of the Academy
- # Promote the integration of bornlearning® Academies into your schools Family Resource/Youth Service Centers (FRYSC) funding stream and grant core components to ensure sustainability.

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**The Workshop Coordinator of the Participating School will:**

- # Review and become familiar with the required core components of a bornlearning® Academy.
- # Access materials through the provided facilitator guide and make all necessary copies for sessions.
- # Assist Workshop Facilitators in making connections between the handouts provided to parents and caregivers and the key learning objectives for each session.
- # Ensure that the same person(s) serves as the Workshop Facilitator for all 6 sessions (If guests or visiting experts are invited, extra time may need to be added to the end of the session to explore these resources).
- # The workshop format and the specific content contained in the bornlearning® Academy curriculum and the expansion guide were developed by Dr. Jaesook L. Gilbert and Dr. Helene Arbouet Harte. Bornlearning® Academy is the property of United Way of Greater Cincinnati Success By 6 and its content may not be altered, copied or e-mailed to multiple sites without the copyright holder's written permission.
- # Ensure the provision of dinner and on-site child care for children of participants
- # Commit to using data in an on-going way to track program participant's gain in knowledge and to improve workshops.
- # Collect, organize and enter data within one (1) week following each session.
- # Develop and implement plan to keeping Academy families engaged until their child enters kindergarten and beyond.
- # Participate in all web-based support and training sessions.
- # Respond in a timely manner to requests from funder and/or state collaborative partner.

**The Workshop Facilitator of the Participating School will:**

- # Review and become familiar with the required core components of a bornlearning® Academy. Adhere to the research based bornlearning® Academy curriculum.
- # Prior to each session, review all links and materials in Facilitator's Guide to ensure they are working and/or available.
- # Adapt to the skills/knowledge of the participants and provide support as necessary utilizing suggested strategies and techniques provided in training.
- # Develop and implement plan to keeping Academy families engaged until their child enters kindergarten and beyond.
- # The workshop format and the specific content contained in the bornlearning® Academy curriculum and the expansion guide were developed by Dr. Jaesook L. Gilbert and Dr. Helene Arbouet Harte. Bornlearning® Academy is the property of United Way of Greater Cincinnati Success By 6 and its content may not be altered, copied or e-mailed to multiple sites without the copyright holder's written permission.

**The Governor's Office of Early Childhood shall:**

- # Provide overall oversight of activities and grant funds distributed to school districts that

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operate bornlearning Academies.

- # Upon receipt of invoice provide timely payment to school districts for BLA program.

#### **Billing:**

Remit all invoices, bills or requests for payment to: Katie Morris – Division of FRYSC, 275 E. Main St, 3C-G, Frankfort, Kentucky 40601.

The Finance and Administration Cabinet reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is the best interest of the Commonwealth to do so.

Breathitt County School District  
PO Box 750  
Jackson, KY  
41339

Total                      \$5600

#### **Financial Reports:**

Both Parties to this contract agree that financial reports must be filed throughout the term of the contract as per the language in the scope of work. A final report must be filed within thirty days of the conclusion of the contract. The financials will be used to help evaluate the program's effectiveness and provide for the program's accountability.

#### **Consideration:**

Both parties to this contract agree that additional reimbursement to the vendor for retiring consultants (upon their return to the district) will not be allowed. Indirect costs earned during the term of this agreement should be used to offset vendor costs.

Both parties to this contract agree that the requirements of the contract, including the statutorily required professional educational status of eligible contract employees, mandate the mutual agreement of the parties to the final selection of employees to serve under this contract.

#### **1. Effective Date**

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (LRC). However, contracts and Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

#### **2. Amendments**

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The terms of this agreement may be changed only by mutual written consent of the parties to this agreement.

### 3. Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

If any part, term, or provision of this agreement is held illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining provisions shall be not affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, if the remainder of the agreement is capable of performance.

### 4. Confidentiality Provisions

All parties agree that all relevant information disclosed by the Cabinet pursuant to this agreement shall be held confidential in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g, Kentucky Family Education Rights and Privacy Act, KRS 160.700 to 160.730, and any and all other relevant federal and state statutes and regulations regarding confidentiality. Disclosure of such information to any party unauthorized by the Cabinet to receive said information shall result in termination of this agreement and shall be subject to penalties prescribed by law. The School District shall provide to the Cabinet a list of all employees having access to information provided under this agreement.

### 5. Subcontracting

The School District shall not subcontract any of its duties under this agreement unless approved in writing by the Cabinet. If approved, the School District acknowledges that all requirements of this agreement also shall be applicable to subcontractors.

### 6. Conflict of Interest

All employees or representatives of the School District shall comply with any and all laws, regulations, or policies regarding conflicts of interest.

### 7. Compensation

The School District shall submit complete and timely invoice reports on a monthly basis to the Cabinet detailing fees and expenditures of actual costs incurred. Payment shall be made based upon approval of the monthly invoices. Timely reporting for monthly invoices is defined as the Cabinet's receipt of the invoice report by the 15<sup>th</sup> day of the month after the reporting month except the invoice for June 2015 shall be submitted by June 30, 2015.

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## 8. Termination

Either party may terminate this agreement immediately for cause or for convenience at any time upon 30 days written notice served upon the other party by certified or registered mail with return receipt requested.

## 9. Access to Records

"Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

## 10. Discrimination Prohibited

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

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- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

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Contractor must check one:

\_\_\_\_\_ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

HAVE SEEN AND AGREED TO:

BY: \_\_\_\_\_  
Authorized Representative  
Breathitt County School District

\_\_\_\_\_ Date

BY: \_\_\_\_\_  
Authorized Representative  
Early Childhood Advisory Council

\_\_\_\_\_ Date

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Finance and Administration General Counsel

\_\_\_\_\_ Date