



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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**Doc Description:** Preschool Partnership Grant - Tier 2

**Doc ID No:** PON2 540 1700000940 1

**Procurement Folder:** 4391908

**Procurement Type:** Memorandum of Agreement

**Record Date:**

**Issued By:** NICOLE CROSTHWAITE

**Cited Authority:** FAP111-44-00

**Telephone:**

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TREAS BOONE CO BD OF ED

8330 US HIGHWAY 42

FLORENCE KY 41042  
US

**Effective From:** 11/15/2016

**Effective To:** 06/30/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Preschool Partnership Grant - Tier 2		0.00		0.00000	150,000.00	150,000.00

### Extended Description

Per House Bill 303, the Kentucky Department of Education has established a grant program between school districts and childcare providers in an effort to develop a comprehensive plan to implement full-day, high-quality programs to serve preschool children eligible for assistance from the Child Care Assistance Program (CCAP). For Tier II grants, the focus should be on implementing or enhancing the implementation of full-day, high-quality early childhood services for at-risk preschool children. The purpose of these funds is to increase the number of preschool children served in full-day, high-quality early childhood environments.

This contract authorizes funding for the contract period based upon the availability of funds.

Method of Payment: Vendor will receive 50% upon approved signed MOA. Remaining amount will be split 25% with submission of a Spring Report (April) and 25% with submission of a Final Report (June). Vendor will also submit quarterly expenditure reports.

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376761  
KDE DIV OF BUDGETS  
300 SOWER BLVD

FRANKFORT KY 40601  
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**Total Order Amount:** 150,000.00

1700000940	Document Phase Draft	Document Description Preschool Partnership Grant - Tier 2	Page 2 of 8
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## Memorandum of Agreement Terms and Conditions

Revised May 2016

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and Boone County ("the Contractor") to establish an agreement for the Preschool Partnership Grant-Tier II. The initial MOA is effective from November 15, 2016 through June 30, 2017.

### Scope of Services:

Per House Bill 303, the Kentucky Department of Education has established a grant program between school districts and childcare providers in an effort to develop a comprehensive plan to implement full-day, high-quality programs to serve preschool children eligible for assistance from the Child Care Assistance Program (CCAP). For Tier II grants, the focus should be on implementing or enhancing the implementation of full-day, high-quality early childhood services for at-risk preschool children. The purpose of these funds is to increase the number of preschool children served in full-day, high-quality early childhood environments.

Included as an attachment to this Memorandum of Agreement (MOA), is the districts' approved Request for Application. The application includes approved deliverables and budget and will be used as a supplement to the MOA's scope of work.

### Requirements

An applicant is defined as one or more Kentucky school districts providing state-funded preschool services. The applicant will serve as the grant's fiscal agent for the purpose of receiving and directing partnership funds in support of implementing or enhancing full-day, high-quality early childhood services to preschool children eligible for the CCAP program.

A co-applicant is defined as one or more child care partners responsible for working collaboratively with the applicant to implement or enhance full-day, high-quality early childhood services. Co-applicants must include licensed Type I provider(s) or Type II child care provider(s) or certified home child care providers. *Applicants not identifying co-applicants on the cover sheet will be deemed non-responsive and will not move forward in the application process.*

Preschool children are defined as three- or four-year-old children with disabilities and four-year-old children eligible for state-funded preschool and CCAP services.

Full-day services are defined as a minimum of six hours of operation, four or five days per week. Applicants are encouraged to base comprehensive services and hours of operation on community needs.

High-quality program is defined by a level three (3) rating or higher in the Kentucky All STARS system.

Head Start may serve as a co-applicant but **partnerships must avoid duplication of full utilization agreements and must not supplant federal Head Start funding.**

Applicants must use funds to implement or enhance implementation of a full-day, high-quality early

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 3</b> of 8
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childhood program to serve CCAP eligible preschool children.

Applicants **cannot apply** for Tier 1 Planning and Tier 2 Implementation grants in the same year.

Applicants must demonstrate collaboration and coordination with co-applicants, as well as collaboration and coordination with existing early childhood programs and services including Head Start.

Applicants must achieve (or have achieved) a quality rating under the Kentucky All STARS system.

Funds from this grant may not be used to replace regular preschool or child care services.

Services implemented with grant funding must be based on credible early childhood research and reflect best practices in early care and education.

Applicants must submit detailed reports and the final plan on timelines set by KDE in the following areas: CCAP partnership, activities completed for the grant, successes, collaboration, challenges, and next steps. Payments may be contingent upon receipt of these reports.

Applicants may be required to participate in partnership trainings, meetings, and/or conference calls.

#### **Pricing:**

##### **Budget**

Salary/Fringe: \$92,288  
 Registration Fee: \$2,500  
 Other Purchased Services: \$10,500  
 Supplies: \$44,712  
 Total: \$150,000

A detailed budget is included in the RFA application.

Method of Payment: Vendor will receive 50% upon approved signed MOA. Remaining amount will be split 25% with submission of a Spring Report (April) and 25% with submission of a Final Report (June). Vendor will also submit quarterly expenditure reports.

Remit all invoices, bills, or requests for payment to: Nicole Crosthwaite, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd – 5th Floor, Frankfort, KY 40601, or email to [nicole.crosthwaite@education.ky.gov](mailto:nicole.crosthwaite@education.ky.gov).

#### **Cancellation clause:**

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

#### **Funding Out Provision:**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 4</b> of 8
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provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

**Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document.

**Access to Records:**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030(8) and (10), 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Effective Date:**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 5</b> of 8
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KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

**Discrimination:**

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity 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, sexual orientation, gender identity, 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.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The Contractor will send to each labor union or representative of workers with which he/she 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.

4. 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.

5. 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.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 6</b> of 8
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with any of the said rules, regulations or orders, this agreement 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.

7. 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.

### **ADDITIONAL TERMS AND CONDITIONS – KENTUCKY DEPARTMENT OF EDUCATION**

#### **Choice of Law and Forum**

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

#### **Requirements for Reporting to Kentucky Teachers Retirement System:**

Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

This contract authorizes funding for the contract period based upon the availability of funds.

**The Kentucky Department of Education reserves the right to withhold or cease funding for**

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 7</b> of 8
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non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

1700000940	<b>Document Phase</b> Draft	<b>Document Description</b> Preschool Partnership Grant - Tier 2	<b>Page 8</b> of 8
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Approvals:

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**1<sup>st</sup> Party:**

_____	_____ for Commissioner
Signature	Title
_____	_____
Printed Name	Date

**2<sup>nd</sup> Party:**

_____	_____
Signature	Title
_____	_____
Printed Name	Date

Approved as to form and legality:

**Approved in EMARS**

\_\_\_\_\_  
Kentucky Department of Education Attorney

**Applicable for federal funds:**

**DUNS#** \_\_\_\_\_

*Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)*