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CONTRACT

IMPORTANT

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Procurement Folder: 4511311

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Issued By: HOLLY CALLAGHAN

Cited Authority: FAP111-44-00

Telephone: 502-564-4932

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TREAS JEFFERSON CO BD OF EDUC

Vanhooe Education Center

P.O. BOX 34020

LOUISVILLE

KY 40232

US

Effective From: 07/17/2017

Effective To: 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	MOA - Jefferson County - Portland Elementary - BLA		0.00		0.00000	5,600.00	5,600.00

Extended Description

TERM OF AGREEMENT: 07/17/17 - 06/30/18

This contract is a United Way Born Academy grant to implement the United Way Born Learning curriculum. Part of Kentucky's Race to the Top implementation of Kentucky All-STARS, is a statewide expansion of the United Way Born Learning Academies through the Cabinet for Health & Family Services' Division of Family Resource and Youth Services Centers. Funding for United Way Born Learning 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 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
Jefferson County School District – Portland Elementary
and the Early Childhood Advisory Council

Scope of Services

This contract is a United Way Born Academy grant to implement the United Way Born Learning curriculum. Part of Kentucky's Race to the Top implementation of Kentucky All-STARS, is a statewide expansion of the United Way Born Learning Academies through the Cabinet for Health & Family Services' Division of Family Resource and Youth Services Centers. Funding for United Way Born Learning 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.

United Way Born Learning Academy Implementation Standards

The Participating School will:

Implement a United Way Born Learning Academy in an elementary school setting during the evening hours (5 p.m. or later) for 1 year.

Assemble and utilize the expertise of a United Way Born Learning Academy Implementation Team.

Ensure school and district leadership are well represented at Academy sessions and graduation.

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).

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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 a United Way Born Learning® Academy into your schools Family

Resource/Youth Service Centers (FRYSC) funding stream and grant core components to ensure sustainability.

The Workshop Coordinator of the Participating School will:

Review and become familiar with the required core components of a United Way Born Learning 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.

Conduct 6 sessions using the specific content and workshop format contained in the United Way Born Learning Academy curriculum and the expansion guide developed by Dr. Jaesook L. Gilbert and Dr. Helene Arbouet Harte. United Way Born Learning Academy is the property of United Way Worldwide 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

Maintain and report cumulative data that effectively measures and tracks program participant's gain in knowledge throughout the year and can be used 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.

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The Workshop Facilitator of the Participating School will:

Review and become familiar with the required core components of a United Way Born Learning Academy. Adhere to the research based United Way Born Learning Academy curriculum.

Prior to each session, review all materials in Facilitator's Guide provided to each site.

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 United Way Born Learning Academy curriculum and the expansion guide were developed by Dr. Jaesook L. Gilbert and Dr. Helene Arbouet Harte. United Way Born Learning Academy is the property of United Way Worldwide 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 operate Born Learning Academies.

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

Billing:

The Contractor shall receive payment for the full contract amount at the beginning of the contract term to support start-up activities. Only expenditures incurred within the contract period shall be funded through the Contract. Any expenditure incurred prior to or after the contract term will not be funded through the Contract. The Contractor shall return any unused contract funds to the Commonwealth within 30 calendar days of the Contract end date.

All personnel and fringe benefit costs shall be paid in amounts commensurate with the percentage of time the Contractor staff devotes to the program.

Remit all invoices, bills or requests for payment to: Katie Morris – Division of FRYSC, 275 E. Main St, 3C-G, Frankfort, Kentucky 40621.

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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. The budget may be amended per the Commonwealth's approval; however, the total contract amount shall not be modified.

Budget: \$5600.00

Jefferson County School District
P.O. Box 34020
Louisville, KY 40232-4020

Total \$5600

Reports:

Reports, which itemize the expenses incurred by the Contractor for work performed under this Contract that are to be funded through this Contract, shall be submitted on a quarterly basis. The financial report shall be in a format approved by the Commonwealth. Financial reports will be monitored in conjunction with the Contractor's invoice(s) to confirm Contract amounts are allowable and unused contract funds are to be returned to the Commonwealth within calendar 30 days of the Contract end date.

The Commonwealth reserves the right to monitor, audit and track the Contractor's performance over the course of the Contract term. The Commonwealth shall monitor activities and evaluate performance pursuant to the contract requirements and federal and state regulations and guidance. The information gathered may be used in the administration of this Contract, including payment, and may be used when evaluating the Contractor in future procurements.

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.

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Amendments

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

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.

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.

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.

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.

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Compensation

The School District shall submit complete and timely quarterly invoice reports to the Cabinet detailing fees and expenditures of actual costs incurred. Timely reporting for quarterly invoices is defined as the Cabinet's receipt of the invoice report by the 15th day of the month after the reporting quarter except the invoice for the fourth (4th) quarter shall be submitted no later than July 06, 2018.

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 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

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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.

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.

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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.

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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 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.

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Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

Early Childhood Advisory Council:

Authorized Representative Signature

Title

Printed Name

Date

Jefferson County School District:

Authorized Representative Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney