



Commonwealth of Kentucky CONTRACT

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Document Description: FY20 QIG-PDG Summit Breathitt County Board of Education

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Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Felicia Biggerstaff
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BREATHITT COUNTY BOARD OF EDUCATION

PO BOX 750
420 COURT STREET
JACKSON KY 41339**Vendor No.** KY0035878
Vendor Contact
Name: Stacy McKnight
Phone: 606-666-2491
Email: stacy.mcknight@breathitt.kyschools.us**Effective From:** 2019-11-22**Effective To:** 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		QIG-PDG Summit Breathitt County	\$0.000000	\$14,993.29	\$14,993.29

Extended Description:

Improve the quality of early care and education through a Quality Improvement PDG Summit Grant.

Effective From: 2019-11-22**Effective To:** 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		QIG-PDG Summit Breathitt County Second Grant Award	\$0.000000	\$44,949.59	\$44,949.59

Extended Description:**Shipping Information:****Billing Information:**KY Governor's Office of Early Childhood
500 Mero Street

	Frankfort	KY 40601
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TOTAL CONTRACT AMOUNT:	\$59,942.88
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Memorandum of Agreement Terms and Conditions
Revised April 25, 2018

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Governor's Office of Early Childhood (KYGOEC) ("the Commonwealth") and Breathitt County Board of Education ("the Contractor") to establish an agreement to improve the quality of early care and education through a Quality Improvement PDG Summit Grant. The initial MOA is effective from 11/22/2019 through 6/30/2020.

Scope of Services:

School Readiness in Kentucky means that each child enters school ready to engage in and benefit from early learning experiences that best promote the child's success and ability to be Ready to Grow, Ready to Learn & Ready to Succeed. Building upon that sentiment, the quality improvement grant was created, on behalf of Kentucky All STARS, in collaboration with the Kentucky Governor's Office of Early Childhood (GOEC), the Cabinet for Health and Family Services, Division of Child Care, and the Kentucky Department for Education for early care and education providers.

After exploring a number of models for early childhood education, Kentucky All STARS has defined the following Funding Categories in which the quality improvement grant can be utilized to achieve School Readiness toward purchases or resources within the following areas:

1. Professional Development
2. Curriculum, Screening & Assessment
3. Family & Community Engagement
4. Classroom & Instructional Quality
5. Other

In utilizing Quality Improvement PDG Summit Grant funds for the above categories, the goal is to better equip early care and education programs with the resources needed to increase school readiness in communities. The Contractor is approved to implement quality improvement initiatives within the local community as described in the quality improvement grant application submitted.

The contractor shall undertake efforts to improve the quality of early care and education through the Early Childhood Development PDG Grant in accordance with the Grant Application submitted to the Kentucky Governor's Office of Early Childhood which is incorporated herein by reference. Any deviation from the use of funds as set forth in the application must be approved by the Kentucky Governor's Office of Early Childhood. Any changes made to the budget included in the Pricing section below must be submitted to

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the Kentucky Governor's Office of Early Childhood for approval, accompanied by a Budget Amendment form developed by the Kentucky Governor's Office of Early Childhood.

The Contractor shall submit proof of all expenditures occurring prior to December 31, 2019 no later than February 15, 2020. Proof of expenditures should itemize the expenses incurred by the Contractor for work performed or purchases made under this contract and which are to be funded through this contract award to the Kentucky Governor's Office of Early Childhood. Proof of expenditures will be monitored to confirm contract amounts are allowable.

Remit all reports and all other correspondence to: Holly LaFavers, Kentucky Governor's Office of Early Childhood, 125 Holmes Street, Frankfort, KY 40601

Pricing:

The Contractor is awarded a total amount of \$59,942.88.

The budget for this award is set pursuant to the Contractor's grant application(s) approved by the Commonwealth. The budget may be amended per the Commonwealth's approval as set forth in the Scope of Services section above; however, the total contract amount shall not be modified.

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. Contract dollars may not be used for food or beverage purchases.

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.

The Kentucky Governor's Office of Early Childhood will be entitled to reimbursement of funding in the event of non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so. This includes, but is not limited to, removing any remainder of funding from the Contractor if the budget amendment process

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set forth above is not adhered. Grant funds cannot be encumbered. Unexpended grant funds must be returned within 60 calendar days of the contract end date. Checks should be made payable Kentucky State Treasurer and sent to Holly LaFavers, Kentucky Governor's Office of Early Childhood, 125 Holmes Street, 3rd Floor, Frankfort, KY 40601.

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Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 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.

3.00 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. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

4.00 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, 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

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deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 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.

6.00 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 corporate and utility tax, sales and use 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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[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

7.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

8.00 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:

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,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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.

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.

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.

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.

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.

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

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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 stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract 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 contract 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 contract.

1st Party:

Derrick K. Ramsey
Signature

Derrick K. Ramsey
Printed Name

Sec of Ed & Workforce Dev
Title

10-9-19
Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

[Signature]
Attorney