



FLOYD COUNTY BOARD OF EDUCATION  
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William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Stone, Member - District 5

**Consent Agenda Item (Action Item):** Consider and approve agreement between the Floyd County Board of Education (Delegate) and the Big Sandy Area Community Action Program (Grantee) for the Head Start Program.

**Applicable State or Regulations:** KRS 162.90 Powers and Duties of the Local Board

**Fiscal/Budgetary Impact:** This agreement is required to receive reimbursement by the district from the grantee for costs incurred for the operation of the Floyd County Head Start Program.

**History/Background:** Floyd County Schools will participate with Big Sandy Area Community Action Program to provide Head Start services for eligible children of Floyd County.

**Recommended Action:** Approve the agreement as presented

**Contact Person(s):** Kimberly Ann Grubb, Chief Early Childhood Officer, 606-886-4555

N/A  
Principal

Kimberly A. Grubb  
Director

Anna W. Shepherd  
Superintendent

**Date: October 14, 2021**

## AGREEMENT

### FEDERAL HEADSTART PROGRAM

Come the parties, Floyd County BOARD OF EDUCATION, hereinafter referred to as the "DELEGATE", and BIG SANDY AREA COMMUNITY ACTION PROGRAM, INC., hereinafter referred to as "GRANTEE", and for their agreement as follows:

WHEREAS, GRANTEE is authorized to initiate, operate, and fund a "Head Start Program" financed by the Federal Government of the United States under **Health and Human Services Grant number 04CH011865** for the period of November 1, 2021 through October 31, 2022, for the benefit of children so qualifying for entry into the program living in Floyd County, Kentucky, and

WHEREAS, DELEGATE is a public board of education furnishing educational services in Floyd County, Kentucky and now desires to participate with GRANTEE in furnishing Head Start educational services to the children of Floyd County, and

WHEREAS, the parties have agreed upon the terms of such participation, and now desire to set forth same in writing.

THEREFORE, the parties now agree:

#### **ARTICLE 1. NON FUNDING OBLIGATIONS OF DELEGATE:**

The DELEGATE shall, in a satisfactory manner determined by GRANTEE, perform all activities described in the written Program Narrative found in the funding application which is now incorporated herein by reference as

if fully set forth. Additionally, these services and obligations are in part hereinafter set out to provide extra emphasis to the importance of those items without detracting from DELEGATE'S contractual obligations to perform all of the requirements in the Program Narrative as heretofore mentioned:

- a). A minimum of 253 children shall be served with the primary objective being to provide them quality Head Start early childhood development services which meet or exceed all criteria for such programs established by the Head Start Performance Standards, as well as all reasonable requirements imposed by GRANTEE to insure program quality.
- b). Provide a Parent Involvement Program as outlined in the Head Start Performance Standards sufficient in design and application to cause parent participation in program planning, classroom activities, policy making, health advisory committees, budget preparation, and other such committees deemed necessary by the GRANTEE to insure parent involvement in the Head Start Program to the level called for by the Head Start Performance Standards.
- c). Insure that the Delegate Policy Committee elects two (2) parent representatives and two (2) alternate parent representatives, with children currently enrolled in the Program, to the Big Sandy Area Policy Council. The Delegate Policy Committee will serve the DELEGATE program in the role of Policy Council in exercising its responsibilities and functions.
- d). Provide a Nutrition Services program that insures that all children receive socialization experiences and are actively involved in meal service delivery for the Center.
- e). Provide a Family Social Services program that meets or exceeds all criteria set for such programs by the Head Start Performance Standard as well as all reasonable requirements that GRANTEE shall

impose in order to insure quality.

- f). Provide a Health Services program that meets or exceeds all criteria for such programs by the Head Start Performance Standards as well as all reasonable requirements the GRANTEE shall impose in order to ensure quality.
- g). Subject to available funding provide special services and programs for identified special need students which meet or exceed all criteria set for such programs by the Head Start Performance Standards as well as all reasonable requirements GRANTEE shall impose in order to insure quality.
- h). Establish and enforce policies that maintain a "Drug-Free workplace."

The DELEGATE shall have in place at the beginning of the term of this agreement, a Head Start Director responsible for formation, coordination, implementation and administration of the total program. The GRANTEE must be provided with documentation of the DELEGATE Head Start Director's qualifications. The DELEGATE through the auspices of the Director is to provide:

- a). Comprehensive services to 253 eligible Head Start Children through a Standard Attendance Model and 0 eligible Head Start children through a Home Base Model.
- b). Selection of Head Start children between the ages of three and five years of age made based on the 90-10 income basis per Family Income Guidelines. All vacancies shall be filled within thirty (30) days. An overall average daily attendance of 85% shall be maintained. Efforts shall be made to assure 10% enrollment of children with disabilities. No class shall operate with more than 20 or less than 13 children enrolled without written approval of the GRANTEE.

- c). A comprehensive child development program as outlined in the Head Start Performance Standards as issued by the Department of Health and Human Services, to include the following areas:
  - 1). Early Child Development and Health Services.
  - 2). Family and Community Partnerships.
  - 3). Program Design and Management.
  - 4). Implementation and Enforcement.
  - 5). Services for Children with Disability.
- d). The DELEGATE Head Start Director shall maintain an organizational structure that includes staff and functions that support the accomplishment of program goals and objectives.
- e). The DELEGATE shall recruit and select well qualified staff who possess the knowledge, skills and experience as defined in Head Start Performance Standards.
- f). The DELEGATE will follow the Floyd County Board of Education hiring policies and procedures for vacancies. It is the responsibility of the DELEGATE to give current and former Head Start parents preference for employment vacancies for which they are qualified. This will also include screening and review by the DELEGATE Policy Committee who will then either accept the candidates or produce valid and documented reasons for non-acceptance.
- g). The DELEGATE Head Start Director will monitor salaries of personnel.
- h). The DELEGATE Head Start Director shall forward all correspondence, reports, etc., for Regional Office and National Headquarters review to GRANTEE who will, in turn, forward same to the appropriate offices.
- i). The DELEGATE Head Start Director has primary

responsibility for maintaining all Head Start Program records on site for ready review by GRANTEE. The records shall be maintained at a level of proficiency and competency deemed appropriate by GRANTEE to allow GRANTEE to monitor program services, insure proper accounting with all project funds, both federal and non-federal, conduct audits, and/or be readily reviewed by the HHS review staff, Comptroller General of the United States, or any authorized representative of either. Further, all such records and documentation shall be kept, preserved and maintained by DELEGATE for a period of time determined by the GRANTEE and Records Retention schedule after the expiration date of this agreement during which GRANTEE and/or the government entities or their designees heretofore mentioned have the same rights of inspection, auditing and review as specified above.

The DELEGATE will provide regular maintenance to the Head Start Center; however, in the event GRANTEE requires major renovations or repairs to the Center, GRANTEE and DELEGATE shall share the cost of same should GRANTEE and DELEGATE agree on each's proportionate financial responsibility.

Transportation of Head Start children to and from classes and to and from required services shall be provided by DELEGATE without expectation of funding from GRANTEE other than as provided in the BUDGET, except GRANTEE will assist DELEGATE with the purchase of new transport vehicles should one-time allowances for same become available, additionally, should funds become available unto GRANTEE to do so, GRANTEE shall reimburse the DELEGATE for transportation costs of children identified as having disabling conditions who are transported to and from locations for special services.

**ARTICLE 2. NON FUNDING OBLIGATIONS OF GRANTEE:**

The GRANTEE shall provide limited assistance and consulting for all supportive service of the DELEGATE which shall include (non exclusively) opportunities for staff training services which may be furnished upon written request by DELEGATE to GRANTEE, or upon GRANTEE'S own initiative should GRANTEE by its monitoring of DELEGATE determine such assistance is advisable to insure compliance of all HHS requirements, HHS Standards and Regulation ranging from the level of monitoring to the level of auditing.

- a). DELEGATE agrees upon request to furnish GRANTEE all records, the actual files, information, and make available all staff, its classrooms and any and all relevant material reasonably necessary to assist GRANTEE in its monitoring or auditing efforts.

The GRANTEE agrees to provide goods and services to include, but not limited to providing or arranging training and technical assistance as identified in needs assessments, performance evaluations, etc., for DELEGATE staff and parents of enrollees. GRANTEE will coordinate services with DELEGATE staff for various program components dealing with health, medical, dental, nutrition, mental health, education, parent involvement, family services and disability services. GRANTEE will contract with and pay for dental provider services as obtained for enrollees if all payment eligibility is met as set forth in the agency Policies and Procedures and funds are available. GRANTEE may provide funds to DELEGATE for the provision of special services for those children diagnosed as disabled as defined by HHS/ACF should funding for such

services become available unto GRANTEE. The GRANTEE will require documentation to support the use of these funds and will have total control over expenditure of these funds. GRANTEE will arrange and/or provide for health and mental health screening of all enrollees in cooperation with DELEGATE staff. GRANTEE will provide and manage funding for staff career development activities, including CDA, parent education, literacy and job training activities. GRANTEE and staff will assist DELEGATE staff with planning, evaluation, resource assessment, and needs assessment. GRANTEE will assist DELEGATE staff with recruitment of children, and will advise DELEGATE on laws, issuances and memorandums as they apply to the program.

The GRANTEE shall cooperate with DELEGATE as per the local agreement for cooperation on full utilization plan of Head Start and share related services for eligible pre-school children to include PT and/or OT services prescribed by specialists, assist with development of individual education plans and service delivery plans, as well as assist in identifying and locating at risk/functionally delayed children and provide special aides/special transportation/equipment and materials contingent upon funding.

The GRANTEE is responsible only for providing services promised herein unto the DELEGATE and has no legal obligation or liability for any commitments, contracts or obligations of the DELEGATE unless expressly agreed in writing.



**ARTICLE 3. FUNDING AND FISCAL MANAGEMENT:**

The DELEGATE shall contribute a non-federal share to the program; funds shall meet or exceed twenty-five percent of the federal share as outlined in the approved budget. Such contributions shall be in cash or in-kind donations of services and goods. The DELEGATE shall accumulate and record the non-federal share on a monthly basis. The DELEGATE shall submit by the 15<sup>th</sup> of each month to the GRANTEE a status report and supporting documentation of the required non-federal match of the prior month's reimbursement (along with documentation). Failure to submit documentation of the non-federal share may delay monthly reimbursement.

Funds shall be disbursed by the GRANTEE for payment of authorized DELEGATE obligations. An authorized obligation is an allowable cost supported by the DELEGATE'S Board approved budget and work plan that has been submitted to HHS by the GRANTEE on behalf of the DELEGATE. All DELEGATE expenditures with Head Start funds must be in accordance with OMB Super Circular 200.

The DELEGATE shall maintain such records and accounts, including payroll, personnel, and financial records as deemed necessary by the GRANTEE to assure a proper accounting for all Head Start funds, both federal and non-federal share in conformity with GAAP accounting procedures. All relevant records, including payroll records, tax records such as Forms 990, and

941, etc., shall be made available on request to the GRANTEE for on-going internal audit purposes.

The DELEGATE shall be mindful of the limitations in its own rate of withdrawal of funds under the approved program budget and of the requirement to liquidate all obligations within 60 days after expiration of the grant.

The DELEGATE shall cause to occur an annual audit conducted by a reputable accounting firm not associated in any way with the DELEGATE or personnel of the DELEGATE. The DELEGATE must provide GRANTEE with a copy of the audit including the Management Letter Comments by the first business day following the receipt of the final audit by the DELEGATE. Any non-compliance issues must be addressed with a "corrective action plan inclusive of a timeline for action" submitted to the GRANTEE'S Executive Director for approval with 30 days of notification of deficiency. Furthermore, any findings of the audit requiring corrective action shall be the DELEGATE'S sole responsibility to address and resolve within a reasonable time determined by consultation between the DELEGATE and GRANTEE. Each party understands and agrees that HHS may also allot a time period for resolution of a finding and in that event regardless of the agreement between the parties as to a "reasonable time to resolve" the DELEGATE must resolve the deficiency within the time allotted by HHS. Failure to resolve a deficiency found by audit within the appropriate time allotted (whether allotted by HHS or the parties by agreement) can result in the immediate termination of this agreement by the GRANTEE.

Subject to receipt of funds from HHS and if the DELEGATE'S costs are allowable and within budgetary limits, the GRANTEE agrees to reimburse expenditures monthly to the DELEGATE. The DELEGATE shall submit to GRANTEE monthly financial reports by the 10<sup>th</sup> day of the following month. The DELEGATE shall establish a certified accounting system with appropriate controls to include the following:

- 1). Written request to the GRANTEE Executive Director prior to any budget revision and receipt of written approval from GRANTEE Executive Director prior to budget revision.
- 2). Documentation to support all accounting records and entries which must be maintained for a period of three years from the expiration of the contract period (and subject to GRANTEE'S inspection and copying).
- 3). Expenditures reflected in the reimbursement request must be made in accordance with the conditions of the Head Start Grant. The DELEGATE is expected to become familiar with HHS guidelines. In no event, however, shall the DELEGATE receive reimbursement for personnel, fringe benefits, out of town travel, and/or contractual costs exceeding the approved budget. Total costs shall not exceed the overall approved budgeted amount.

The Head Start Program shall be operated under an Approved Budget prepared by DELEGATE and approved by GRANTEE. Of that Approved Budget the federal budget share total is \$1,649,859 based upon \$6,521 federal dollars per child. The Approved Budget, at GRANTEE'S discretion, shall be decreased or increased based upon HHS funding for Cost of Living, Quality Improvement, number of children served, and/or funding loss. GRANTEE has the right to make such budgetary adjustments during the agreement year, with (15)

days notice to the DELEGATE. GRANTEE and DELEGATE shall meet prior to July 1<sup>st</sup> of each year to formulate the approved budget in accordance with funds available and programs implemented within the scope of this Agreement. The DELEGATE'S federal budget shall be adjusted to an amount equaling the federal dollars per child times the DELEGATE'S averaged actual funded enrollment for the prior year. No funds shall be spent in excess of the Approved Budget without prior written approval of the GRANTEE.

**ARTICLE 4. STANDARDS OF PERFORMANCE:**

The DELEGATE acknowledges the importance of its compliance with federal law, rules and regulations relating to its activities in the Head Start Program and the supremacy of those laws as same may apply to the Head Start Program should conflict with local rules, ordinances, customs, laws (both state and local) occur. Further, in this regard the DELEGATE acknowledges the importance of compliance to insure continued funding from the GRANTEE to the DELEGATE as well as continued funding of the GRANTEE by the United States.

All activities authorized by this Agreement shall be performed in accordance with the approved work program, the approved budget, the grant conditions and relevant Health and Human Services directive. Non-compliance of any required standards, including Head Start Performance Standards, Administration for Children and Families Head Start Program (ACF), applicable Public Law, Office of Human Development Services Grants Administration, as well as all HHS, OHSD, ACF Memorandums, Issuance and Guides, shall result in termination of this agreement unless a corrective action is taken by the

DELEGATE within 15 days of written notification by the GRANTEE to the DELEGATE of the DELEGATE'S non-compliance, and the corrective action is accepted by GRANTEE, and the GRANTEE'S acceptance is evidenced in writing. If the non-compliance is a misappropriation of funds or property having an economic value, the DELEGATE shall reimburse the GRANTEE for any loss the GRANTEE sustains including funds the GRANTEE may have paid by way of reimbursement to HHS and funds expended for legal expenses or expenses otherwise associated with the misappropriation. This provision as to economic loss also applies to other forms of economic loss GRANTEE may experience occurring because of the activity of one or more employees of the DELEGATE even though deliberate misappropriation did not occur.

The DELEGATE agrees to fully and completely comply with all of the "Conditions Governing Grants under Section 204 and 205 of the Economic Opportunity Act of 1964" and the following:

- a). Program regulations promulgated in 45 CFR 1301, 1302, 1303, 1304, 1305, the Head Start Act as amended 12/12/07, P.L. 105-285, Juvenile Justice Act of 1992, P.L. 102-586.
- b). DHHS regulations as promulgated in 45 CFR and as amended by Head Start Act of 2007:
  - (a) Part 16- Grantee Appeals Board: Process for appeals from final written decisions
  - (b) Part 30 – Claims Collection.
  - (c) Part 46 – Protection of Human Subjects.
  - (d) Part 74 – Administration of Grants.
  - (e) Part 75 – Informal grant appeals procedures.

- (f) Part 76 – Government wide Debarment and Suspension (Non-Procurement).
  - (g) Part 80 – Non-Discrimination under program receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
  - (h) Part 81 – Practice and procedure for hearing under 45 CFR Part 80.
  - (i) Part 84 – Non-Discrimination on the basis of disability programs and activities receiving or benefiting from Federal financial assistance.
  - (j) Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - (k) Part 91 – Nondiscrimination on the Basis of Age in HHS Programs and Activities Receiving Financial Assistance.
  - (l) Part 93 – NEW RESTRICTIONS ON LOBBYING.
  - (m) Part 100 – Intergovernmental Review of DHHS Programs and Activities.
- c). The OHDS Grants Administration Manual.
  - d). The DHHS Grants Administration Manual.
  - e). The DELEGATE shall be in compliance with the Copeland Act, U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3.
  - f). The DELEGATE shall be in compliance with the Clean Air Act (42 U.S.C. 7401 et seq.), the Davis-Bacon Act, and the Federal Water Pollution Control Act as Amended (33U.S.C. 1251 et seq.) Violations shall be reported to the HHS and the appropriate

Regional Office of the Environmental Protection Agency.

- g). The 1994 Pro-Children's Act which required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the Federal programs either directly or through State or local governments, by Federal grants, contract, loan, or loan guarantee.

#### **ARTICLE 5. BREACH OF CONTRACT**

In the event of Breach of Contract by the DELEGATE, the GRANTEE may notify the DELEGATE in writing of GRANTEE'S intention to terminate the contract at the expiration of 15 days should the DELEGATE fail to cure the breach and again meet fully it's contractual obligations. A partial listing of reasons sufficient for termination, if not cured, are:

- a). Failure, for any reason, of the DELEGATE to fulfill one or more of its obligations as outlined in this agreement.
- b). Failure to submit accurate, concise reports and documentation to GRANTEE.
- c). Ineffective or improper use of Head Start funds or property.
- d). Suspension, or termination by HHS/ACF funds to the GRANTEE under which this agreement is made or the portion delegated under this agreement.
- e). Refusal, inability, or unwillingness to comply with all additional conditions as may be required by HHS/ACF under this grant.

The GRANTEE, in the event of termination, shall require the return of all property, documents, data studies, as well as reports purchase or prepared by

the DELEGATE within 15 days after the effective termination date. The GRANTEE will compensate the DELEGATE for any unreimbursed expenses reasonable and necessary in the performance of this agreement. All contract provisions are deemed material and sufficient for termination, if breached, and the breach not cured within the (15) day period specified above. Any contract violation contrary to federal law, rule, regulation, Head Start Performance Standards, or procedure established by GRANTEE and/or this contract based on federal law, rule, or regulation is deemed of such materiality that the "cure" must also be accepted by the funding agency of GRANTEE as well as the GRANTEE before termination shall not occur.

In the event of Breach of contract by GRANTEE, the DELEGATE may withdraw from the agreement, conclude its participation in the Head Start Program and return all property real or personal, educational items, instructional items, and materials unto GRANTEE in accordance with the provision hereinafter set out and thereafter not participate further in the Program envisioned by this agreement. Should the DELEGATE determine GRANTEE has breached the agreement the DELEGATE must prior to its withdrawal give GRANTEE written notice of its intention to withdraw from the Program which shall also contain the facts and circumstances constituting the breach claimed by GRANTEE and the exact contract provision claimed to be in breach. Further, the notice shall provide and the DELEGATE to give GRANTEE thirty (30) days in which to cure the breach before withdrawal from the Program may commence.



The parties agree and understand that all property, real or personal, purchased, created or acquired by the DELEGATE, or directly provided by the GRANTEE, used in the Head Start Program is and remains the property of the GRANTEE, and further that during the use of same by GRANTEE in the Program that the property will be used in such a way not to be damaged other than damage which may occur by normal wear and tear during its use in the Program. Further, the parties agree and understand that at the conclusion of the Program whether by termination of the agreement, withdrawal from the Program by GRANTEE, or conclusion of the Program and/or cessation of the Program for any reason, all of the Head Start property shall be given over unto GRANTEE with forty-five (45) days from the date of cessation of the Program or notice of a cessation date given by GRANTEE without claim of ownership, interest therein, or any right of entitlement by GRANTEE. GRANTEE further agrees that during this period, after cessation or notice of cessation date by GRANTEE to the DELEGATE, the DELEGATE shall maintain the property in good condition, preserve same against theft, damage and injury, acting as Bailee of the property on behalf of and for the benefit of the GRANTEE, until the DELEGATE gives over and/or returns all of the Program unto the GRANTEE.

Termination of the agreement and appeals of that termination shall be governed by Subpart M, CFR Title 45, Part 74, and as amended by the Head Start Improvement Act of 1998, P.L. 102-401.

## ARTICLE 6. MISCELLANEOUS COVENANTS

The DELEGATE shall acknowledge the funding provided by the GRANTEE for any center receiving funds that total more than twenty-five percent of that center's budgets. If such is the case, the DELEGATE shall:

- a). Give at least seven days advance written notice (or immediate notice for rapidly developing opportunities) to the GRANTEE of DELEGATE'S intention to generate publicity through the media or other channels of communications regarding a GRANTEE funded program.
- b). Give at last 30 days written notice to the GRANTEE of DELEGATE'S application or intent to compete for any grants, gifts, and/or subsidies.

The DELEGATE is acknowledged as an independent contractor of GRANTEE and as such does indemnify and hold harmless as much as the state of KY will allow, GRANTEE for any and all loss, expense, and/or claims associated with or arising out of injury or damage due to the activities or from any acts of omission of the DELEGATE, its Board members, employees, representatives, family members, invitees, and volunteers, and any claim which may arise from the contractual relationship between GRANTEE and DELEGATE, and/or the terms of this agreement.

The DELEGATE is prohibited from assigning or sub-contracting any of the services that it provides for the GRANTEE without the expressed written permission of the GRANTEE. Unauthorized assigning or sub-contracting is now deemed a contract violation and, at the option of GRANTEE can result in termination of the agreement.

The DELEGATE shall comply with all applicable laws, ordinances, and codes of the state and local government.

The DELEGATE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage,

or contingent fee. For breach or violation of this warranty, the GRANTEE shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

The DELEGATE shall furnish proof of insurance to the GRANTEE within fifteen (15) days of the effective date of this contract. This proof of insurance coverage should include at a minimum:

- Workers comprehensive
- Property insurance
- General liability insurance (\$1,000,000) and
- Insurance on vehicles (if applicable)

The DELEGATE must insure:

- Special meals are served at no extra charge to participants whose disability restricts their diet, (ADA or Section 504).
- A coordinator is assigned to assure compliance with regulations.
- governing services to the disabled, (Sec. 504).
- Non-discriminatory practices are adhered to, (Sec. 504 & ADA).
- A self-evaluation of the facility is done to determine accessibility of facility to disabled person, (Sec. 504).
- Reasonable accommodation (Sec. 504 and ADA).

This agreement nor any part of same shall not be nor can it be assigned to another.

IN WITNESS HEREOF, the parties have hereunto set their hands this day and year first above written.

Floyd County BOARD OF EDUCATION as  
DELEGATE

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Big Sandy Area Community Action Program, Inc. as  
GRANTEE

BY: Wanda Thacker

POSITION: Executive Director

ATTEST: Jay Johnson