

Preschool Partnership Grant Agreement

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (here in after "Cabinet"), and Russellville Independent School District (here in after "School District") whose principal place of business is located at

355 South Summer Street; Russellville, KY 42276

WHEREAS, on March 6th, 2020, Governor Andy Beshear declared a state of emergency in Kentucky due to the Covid 19 pandemic;

WHEREAS, The United States Congress passed the American Rescue Plan Act, 2021 to provide economic relief of the states and other entities adversely affected by the pandemic;

WHEREAS, The Commonwealth of Kentucky has received funding under the ACT to provide Preschool Partnership grants to incentivize cooperative public/private partnerships between public school districts and child care providers to develop full-day, high-quality programs for at-risk children.

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The school district has applied to partner with 1 early educational partner(s).
2. The Cabinet shall make a payment of \$ 75,000.00 to the school district on July 1, 2023, and December 1, 2023 to implement the terms listed below for the school year 2023/2024.
3. Serve as the grant's fiscal agent for the purpose of receiving and directing partnership funds in support of implementation or enhancement of full-day, high-quality early childhood services to preschool children eligible for the CCAP program or children with a current Individual Education Plan.
4. Collaborate with child care partners listed on the application to implement or enhance full-day, high-quality early childhood services. Partners must include a licensed Type I, licensed Type II, or certified family child care provider. Said partners must participate in the Child Care Assistance Program (CCAP) in order to be eligible.
5. Provide state-funded preschool services to three or four-year-old children with disabilities and four-year-old children eligible for state-funded preschool.
6. Provide high-quality early education services for more than six hours per day at minimum four days per week in partnership with collaborative partners.
7. Partner with a child care program that is enrolled in the KY All STARS program at a Level three or higher at all times. Be aware of any changes to the center's All STARS level and adjust accordingly if they fall below a level three. Communication to the Cabinet's program manager of new partner who meets criteria will need to be made in the case of a change in partners.
8. If partnering with a Head Start agency, the partnership must ensure avoiding duplication of full utilization agreements and must not supplant federal Head Start funding.
9. Implement a full-day, high-quality early childhood program to serve CCAP eligible preschool children and children with an IEP who are not eligible for CCAP funds.
10. Report student information using Infinite Campus in a manner that meets the Family Educational Rights and Privacy Act (FERPA).
11. Utilize developmentally appropriate instructional programs with an emphasis on research-based-social and emotional development. Provide social-emotional support within both programs that delineate behavioral issues that would cause expulsion or suspension.
12. Demonstrate collaboration and coordination with partners, as well as with existing early childhood programs and services including Head Start.
13. Utilize funds in a manner that does not replace regular preschool or child care services.


Preschool Partnership Grant Agreement

14. Submit reports each year identifying student level outcomes, collaboration activities and professional development activities.
15. Use no more than \$10,000.00 per school year for funds on high-quality professional development to support district and child care staff.
16. Use no more than \$80,000.00 per school year for a staff member to support social and emotional development for all children enrolled within the program.
17. Use \$1,500.00 per school year for the evaluation process provided through Northern Kentucky University to evaluate the effectiveness of the partnership agreement.
18. Provide project manager any amendments needed to support the grant work.
19. School district agrees to use all funds outlined in the budget narrative of the application. If any changes need to be made, those must be approved through the Division of Child Care Project Manager before changes are implemented.
20. The school district acknowledges that all payments are conditioned upon the availability of federal funds.
21. The school district agrees to indemnify and hold harmless the Cabinet from any claim, demand, or cause of action by any person or entity asserting an interest in or entitlement to the payments made here under. The indemnification obligation shall extend to costs, expenses, and attorney's fees expended by the Cabinet connection with such claim.
22. This Agreement represents the entire understanding of the Parties, and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The School District acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
23. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns
24. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
25. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.
26. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning here of and without resort to any canon of construction interpreting the Agreement against its drafter.
27. The Parties here to acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.
28. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

Preschool Partnership Grant Agreement

IN WITNESS HEREOF, the Parties have executed this Agreement.

1st Party Signature (CHFS):

DocuSigned by:

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 Signature
 Eric Friedlander

 Printed Name

Secretary

 Title
 6/1/2023 | 10:08 PM EDT

 Date

2nd Party Signature:

DocuSigned by:

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 Signature
 Kyle Estes


 Printed Name

Interim Superintendent

 Title
 6/15/2023 | 9:33 AM EDT

 Date

DCBS Signature:

DocuSigned by:

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 Signature
 Shannon Hall

 Printed Name

Executive Advisor - Chief of Staff

 Title
 6/1/2023 | 11:33 AM EDT

 Date

Approved as to form and legality:

DocuSigned by:

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General Counsel

DocuSigned by:

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Legal