

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: November 12, 2013

AGENDA ITEM No. 13-11-11

ACTION ITEM: (Y/N) Y

SUBJECT: Orange County Partnership for Young Children-NC Prekindergarten Program Contract – 2013-2014

INFO. CONTACT: Dr. Denise Morton/Dr. Lisa Napp **PHONE:** (919) 732-8126

ATTACHMENTS: (1) 2013-2014 Orange County Partnership for Young Children (OCPYC) and Orange County Schools Contract

PURPOSE: To request the Board of Education review and approve the 2013-2014 OCPYC contract for NC PreK funding.

BACKGROUND: This contract is entered into annually between the OCPYC and the school district in order to receive funding through the North Carolina Pre-Kindergarten funding. This funding helps support the costs of four NC PreK classrooms in the Orange County Schools.

The total number of students served in PreK classrooms across the district are listed below.

Title I/NC PreK (4 classrooms)	64
Exceptional Children's PreK (2 classrooms)	16
Headstart (2 classrooms)	<u>36</u>
Total	116

FINANCIAL IMPACT: The total contract amount for the period of July 1, 2013 through June 30, 2014 consists of \$253,650.00 in state funds.

RECOMMENDATION: The Superintendent recommends that the Board of Education approve the 2013-2014 OCPYC-OCS contract for NC PreK funding.

North Carolina Division of Child Development and Early Education (DCDEE)
NC Pre-Kindergarten Program Subcontract Template
General Guidelines

This template is recommended for use by the NC Pre-Kindergarten Contractors when subcontracting for **NC-Pre-K services**. A proper relationship between a Contractor and subcontractor cannot be over emphasized. Subcontracts must be developed with providers of NC Pre-K services not under the auspices of the Contractor. Contractors should use this template supplied by DCDEE and **should have the template reviewed by its legal counsel to ensure it meets its agencies requirements**. The contract between DCDEE and the County/Region Contractor must be included by reference in all subcontracts. Remember it is important to amend subcontracts as needed. The term "Lead Agency" is used in this template to identify the NC Pre-K Contractor. The term "Site" is used to identify the subcontractor.

Do not include Smart Start funds in this template to support the payment for the NC Pre-K services. This template may be used for all other sources of funds except Smart Start. Use the "Subcontract template with Smart Start funds" if Smart Start funds will support the NC Pre-K services.

DCDEE has determined that all subcontracts for the NC Pre-K Program will be purchase of services even if the subcontractor determines child eligibility. The Contractor with DCDEE is ultimately responsible for child eligibility. In short, this means the subcontracts are not subject to G. S. 143C-6-22 &23 and thus a fiscal audit is not required. However, the Site is subject to an audit of start-up expenditures, child eligibility and attendance and certified other resources accessed and may be subject to a program audit as well. This also means the Site requests payment based on children served and not by line and the expenditure of direct services funds does not have to be prior approved nor accounted for by line item. Unspent direct services funds are not returned to the Lead Agency. Refer to the NC Pre-K Fiscal and Contract Manual for details.

The County/Region Plan is referenced as Attachment B in this template. Attachment B should include at a minimum, the NC Pre-K Assurances and Requirements, a Contract Information sheet, identity of site, classroom and teacher information and a NC Pre-K budget (Attachment C). For your convenience, a Contract information sheet, the 2012-13 Pre-K Assurance and Requirements, and a NC Pre-K budget are attached. Copy the applicable (approved) Section IV of the approved County/Region that pertains to the Site, classroom and teacher information to attach to the contract. All subcontracts must include the NC Vendor Certification Required by North Carolina Law (Attachment D). Subcontracts with private – not-for-profit agencies must include: 1) verification of 501 (C) Status form (Attachment E along with a copy of the agency's IRS federal tax exempt letter; and 2) the Notarized Conflict of Interest Policy (Attachment F). Also attached is a Request for Payment form the Site may submit to the Lead Agency by the predetermined deadlines along with the classroom attendance report. If you do not use the County/Region Plan as Attachment B change all references throughout the template, however all other documents found in Attachment B should be used.

Information required to complete the template is in the parentheses and typed in blue letters; and are described below:

- a. Heading – Contract number
- b. First paragraph - Parties to the Contract
- c. Section 3 - Effective Period
- d. Section 4 – Site Duties
- e. Section 5 – Lead Agency Duties
- f. Section 8 – Payment Provisions
- g. Section 9- Administrators for the Contract
- h. Section 12 - Contract Residency
- i. Signature page -- Site's name, authorized signer name and title. Lead Agency Name, authorized signer and title.

Effective July 1, 2012 legislation requires all subcontracts with private child care sites must be executed for a multi - year period. Therefore, the subcontract template with private agencies will be written for a two-year period. Review the new language in Item 5 which includes conditions for whether the subcontract continues into the second year. You must process an amendment to add funds and services for the second year if applicable.

This contract is hereby entered into by and between the **Orange County Partnership for Young Children**, (the "Lead Agency") and **Orange County Schools**, (the "Site") (referred to collectively as the "Parties"). This Site's Federal Tax Identification Number is 56-6001090.

Contract Documents: This contract consists of the following documents:

- (a) This contract
- (b) The General Terms and Conditions (Attachment A)
- (c) The Site's County/Region Plan (Attachment B)
- (d) The Site NC Pre-K Budget (Attachment C)
- (e) NC Vendor Certification Required by North Carolina Law (Attachment D)
- (f) Verification of Private not-for-Profit status, if applicable (Attachment E)
- (g) Conflict of Interest Policy, if applicable (Attachment F)

Incorporated by Reference

- (a) The contract between the North Carolina Division of Child Development and Early Education (DCDEE) and the Lead Agency; and
- (b) The North Carolina Pre-Kindergarten Program Requirements & Program Guidance and the Fiscal and Contract Manual.

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

1. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
2. **Effective Period: (Applicable to all Public and Head Start Agencies)** This contract shall be effective on September 1, 2013 and shall terminate on June 30, 2014.
3. **Site's Duties:** The Site shall:
 - a. Provide the services as described in Attachment B and in accordance with the approved budget (Attachment C);
 - b. Provide all services in accordance with the NC Pre-kindergarten Program Requirements & Guidance Manual and the Fiscal and Contract Manual;
 - c. Adhere to the NC Pre-K Assurances and Requirements, as applicable;
 - d. Document accessing other resources other than NC Pre-K funds as required by the NC Pre-kindergarten Program, if applicable;
 - e. Submit to the Lead Agency all plans, reports, documents or other products that the Lead Agency may require, in the form specified by the Lead Agency, including without limitations of the following:
 1. Submit a monthly payment request by the 1st day of each month of units served during the previous month. The final payment request must be received as specified by the 5th of June in order to be reimbursed by **June 30**.

2. Immediately advise the Lead Agency of changes required to the County/Region Plan;
3. Submit an annual certification of actual other resources accessed through November 30 by funding source no later than **December 13th**, if applicable;
4. Submit monthly child information and attendance data by the 1st of each month following the month of service, if applicable. This may be in the form of data entered into the NC Pre-KKids reporting system or other reporting as designated by the Lead Agency.
5. Submit monitoring reports as required.

All reports should be submitted on the last working day prior to the due date if the due date falls on a weekend or holiday.

5. **Lead Agency's Duties: (Applicable to Public and Head Start Agencies)** The Lead Agency shall pay the Site in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Lead Agency to the Site under this contract shall not exceed **\$253,650**. This amount consists of **\$253,650** in **State Funds** and **\$0** in **Smart Start Funds**.

Funding and payment is contingent upon availability of funds, child needs and the site continuing to meet the NC Pre-K Requirements & Guidance and Fiscal and Contract standards. NC Pre-K funds listed above are available only for each fiscal year as described. Unearned/unspent NC Pre-K funds allotted for the period July 1, 2013 through June 30, 2014 will not carry forward to the following fiscal year.

This total contract amount for the period of July 1, 2013 through June 30, 2014 consists of \$253,650 amount of State Funds and \$0 in Smart Start Funds.

6. Conflict of Interest Policy:

- a. **(Applicable to Public Agencies and Private for-Profit Agencies)** DCDEE has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.
 - b. **(Applicable to Private not-for-Profit Agencies):** DCDEE has determined this contract is a purchase of service contract with a private not-for-profit agency. The Site shall file with the Lead Agency a copy of the Site's policy addressing conflicts of interest that may arise. The policy shall be filed before the Lead Agency will disburse the funds. Refer to Attachment F.
7. **Reporting Requirements:** DCDEE has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements of N.C.G.S. § 143C-6-22 & 23.
 8. **Payment Provisions:** Services will be provided in accordance with the budget (Attachment C). Payment will be made in accordance with the schedule set forth in this agreement. Upon execution of this contract, the Site shall submit to the Lead Agency's Contract Administrator, a monthly payment request for services rendered the previous month and, upon approval by the Lead Agency, receive payment within 30 days. The monthly payment request shall include the monthly payment rate per child and the number of children served the previous month. Monthly payments shall be made in accordance with the approved Plan and not to exceed the budget.

The Lead Agency must make all payments to the Site by June 30 of each fiscal year. Therefore, the Site shall submit any adjusted payment request for services, the final request for payment and return any unearned/unspent funds, relating to this contract period, to the Lead Agency no later than **June 5th** of the current state fiscal year. The Lead Agency shall have no obligation for payment of payment request

received later than June 5th. If this contract is terminated prior to the original end date, the Site is required to submit a final payment report to the Lead Agency within 60 days of the contract termination date or no later than June 5th. All payments are contingent upon fund availability.

Payments may be subject to termination of failure to any entity to meet licensing requirements and/or actions by the Site that jeopardize the health and safety of children enrolled in the Program. The NC Pre-K site in question may continue operating the NC Pre-K classroom until the investigation and resolution are complete. If the allegation of abuse and/or neglect is substantiated, NC Pre-K funds may be terminated where there is substantiation of abuse and neglect that jeopardizes the health and safety of children enrolled in the Program. In some cases, NC Pre-K Program payments will continue through the appeals process. However, NC Pre-K funds will be terminated when the participating NC Pre-K site child care facility license has been suspended or revoked. Any substantiation of child abuse and/or neglect, or any administrative action resulting in a change of the license status, may determine future eligibility in the NC Pre-K Program.

If applicable, NC Pre-kindergarten Program participants must access other resources to support the NC Pre-kindergarten Program, which shall consist of cash and/or in-kind resources. Payment is contingent upon the Site supplying documentation of other resources accessed and the Lead Agency may, at its discretion, reduce the amount of payment pending documentation of the Site's other resources accessed.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Lead Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Name Title: Margaret Samuels, Executive Director Lead Agency Name: Orange County Partnership for Young Children Post Office Address: 120 Providence Rd., Suite 101 Chapel Hill, NC 27514</p>	<p>Name Title: Margaret Samuels, Executive Director Lead Agency Name: Orange County Partnership for Young Children Street Address: 120 Providence Rd., Suite 101 Chapel Hill, NC 27514</p> <p>Telephone: 919-967-9091 Fax: 919-933-1008 Email: msamuels@orangesmartstart.org</p>

For the Site:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Name Title: Gerri Martin, Superintendent Site Name: Orange County Schools Post Office Address: 200 E. King Street Hillsborough, NC 27278</p>	<p>Name Title: Gerri Martin, Superintendent Site Name: Orange County Schools Street Address: 200 E. King Street Hillsborough, NC 27278 Telephone: 919-732-8126 Fax: 919-732-8120 Email: gerri.martin@orange.k12.nc.us</p>

10. **Supplementation of Expenditure of Public Funds:** The Site assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Site otherwise expends for pre-kindergarten services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Site's total expenditure of other public funds for such services.
11. **Outsourcing:** The Site certifies that it has identified to the Lead Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Site further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Lead Agency.
12. **Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Site, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Orange County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined
13. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Site and the Lead Agency have executed this contract in duplicate originals, with one original being retained by each party.

Orange County Schools

Signature Date

Printed Name Title

WITNESS

Signature Date

Printed Name Title

Orange County Partnership for Young Children

Signature Date

Printed Name Title

General Terms and Conditions Attachment A

Relationships of the Parties

Independent Contractor: The Site is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Site represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Lead Agency.

Subcontracting: The Site shall not subcontract any of the work contemplated under this contract without prior written approval from the Lead Agency. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Lead Agency shall not be obligated to pay for any work performed by any unapproved subcontractor. The Site shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Site's obligations or the Site's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Lead Agency may:

- (a) Forward the Site's payment check(s) directly to any person or entity designated by the Site, or
- (b) Include any person or entity designated by Site as a joint payee on the Site's payment check(s).

In no event shall such approval and action obligate the Lead Agency to anyone other than the Site and the Site shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Lead Agency and the named Site. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Lead Agency and Site that any such person or entity, other than the Lead Agency or the Site, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: (Applicable to Private Agencies Only) The Site agrees to indemnify and hold harmless the Lead Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Site in connection with the performance of this contract.

Indemnification: (Applicable to Public Agencies Only) The Site agrees to indemnify and hold harmless the Lead Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Site in connection with the performance of this contract to the extent permitted by law.

Insurance: (Applicable to Private Agencies Only) During the term of the Contract, the Site agrees to furnish workers' compensation, liability insurance and other insurance as may be required to protect the Lead Agency and the State of North Carolina against claims which may arise from the Site's performance. Providing and maintaining adequate insurance coverage is a material obligation of the Site and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from the companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Site shall at all times comply with the terms

of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Site shall not be interpreted as limiting the Site's liability and obligations under this Contract.

Default and Termination

Termination Without Cause: The Lead Agency may terminate this contract without cause by giving 30 days written notice to the Site.

Termination for Cause: If, through any cause, the Site shall fail to fulfill its obligations under this contract in a timely and proper manner, the Lead Agency shall have the right to terminate this contract by giving written notice to the Site and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Site under this contract shall, at the option of the Lead Agency, become its property and the Site shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Site shall not be relieved of liability to the Lead Agency for damages sustained by the Lead Agency by virtue of the Site's breach of this agreement, and the Lead Agency may withhold any payment due the Site for the purpose of setoff until such time as the exact amount of damages due the Lead Agency from such breach can be determined. In case of default by the Site, without limiting any other remedies for breach available to it, the Lead Agency may procure the contract services from other sources and hold the Site responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Site shall be an act of default under this contract.

Waiver of Default: Waiver by the Lead Agency of any default or breach in compliance with the terms of this contract by the Site shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Lead Agency and the Site and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Lead Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Lead Agency. The Site shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: (Applicable to Private Agencies Only) The Parties agree that the Lead Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Site shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Site shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Site agrees that, if the Lead Agency determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Lead Agency may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Site under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Lead Agency. The Site acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services and the Lead Agency shall have access to persons and records relating to the NC Pre-kindergarten Program.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Lead Agency. State basic records retention policy requires all grant records to be retained for a

minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. If the Site becomes unable to maintain these records for the period described above, the Site must provide the records to the Lead Agency.

Warranties and Certifications

Date and Time Warranty: (Applicable to Private Agencies Only) The Site warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: (Applicable to Private Agencies Only) G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Site certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Lead Agency and the Site.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Site shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Lead Agency. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Site agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Lead Agency for loss of, or damage to, such property. At the termination of this contract, the Site shall contact the Lead Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Payment to the Site for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Site and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their payment reports.

Advertising: The Site shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment B

**NC Pre-Kindergarten Program 2013-14 County/Region Plan Document
Section I: County/Region Plan Document**

Assurances and Requirements

- A. The Committees are public bodies subject to Open Meeting Law (G.S. Chapter 143, Article 33C) and Public Records Law (G.S. Chapter 132) and must operate in accordance with their obligations under those statutes.
- B. The Committee must specify the contracting agency. The Contractor is responsible for compliance with Program requirements.
- C. All Committee members, the Contractor and subcontractors including principal/directors and classroom staff will:
- Review the NC Pre-Kindergarten Program Requirements and Fiscal and Contract Manual annually,
 - Provide services in accordance with the NC Pre-Kindergarten Program Requirements and
 - Monitor services in accordance with the NC Pre-Kindergarten Program Requirements, Program Guidance and Fiscal and Contract Manual.
- D. The Contractor will submit changes to the plan in a timely fashion. Such changes will insure that the plan is current.
- E. All Contractors and subcontractors including principal/directors and classroom staff participating in the NC Pre-K Program are required to participate in the statewide evaluation, which may include but is not limited to, individual child assessments, classroom observations, staff surveys and interviews.
- F. Contractors and subcontractors including principal/directors and classroom staff, may be required to participate in professional development specified by the North Carolina Division of Child Development and Early Education.

Attachment B
NC Pre-Kindergarten Contract Information

Site Information

Agency Name: Orange County Schools		
Street Address: 200 E. King Street		
City: Hillsborough	State NC	Zip: 27278
Mailing Address: 200E. King Street		
City: Hillsborough	State NC	Zip: 27278
Phone #: 919-732-8126	Fax #: 919-732-8120	
Email Address: gerri.martin@orange.k12.nc.us		
Federal Tax Id#: 56-600-1090	Financial Fiscal year: July 1 to June 30	
Agency Type: Public School		

Site Contract Administrator Information

Name: Gerri Martin		
Title Superintendent		
Street Address: 200 E. King Street		
City: Hillsborough	State NC	Zip: 27278
Phone #: 919-732-8126	Fax #: 919-732-8120	
Email Address: gerri.martin@orange.k12.nc.us		

Signature Authority Name for Site:
Signature Authority Title:

Attachment B

Insert copies from the approved County/Region Plan Section IV: Program/Site and Classroom Information

Attachment C
NC Pre-kindergarten Program 2013-14 County/Region Plan Budget

1. DIRECT SERVICES BUDGET

Number of Children Authorized for Orange County Schools (57) Fifty seven

The Site will be reimbursed per child based on site type, Lead and Substitute Lead teacher qualifications and child attendance.

Rate	Condition and Site Type for NC Pre-K funds
\$445	Negotiated rate per child per month Public School

Number of Slots Authorized for Sites 57

Authorized Monthly Slot Payment Rate \$445

Allocation per Slot by Funding Source	Slots	Months	Rate	Amount
NC Pre-K State Funds: NC Pre-K children	57	10	\$445	\$253,650.00
Total Slot Amount				\$253,650.00

2. TOTAL START-UP BUDGET , if applicable

2A. Enter number of slots Site will receive Start-Up funds.	0
2B. Enter per slot Start-Up rate the Site will receive for each slot.	\$0
2C. Multiply 2A times 2B and enter total Start-Up budget	\$0

3. Total Contract Amount **\$253,650.00**
 (Add Total Slot Amount and Total Start-up Amount.)

NC Vendor Certifications Required by North Carolina Law Attachment D

Each subcontractor must complete this form each year.

The person who signs this document should read the text of the statutes cited herein and consult with counsel and other knowledgeable persons before signing. The text of G.S. 143-59.1 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

The text of G.S. 143-59.2 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

The text of G.S. 105-164.8(b) can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

Certifications

- (1) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Vendor named below is not an "ineligible vendor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Vendor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Vendor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or
 - The Vendor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (2) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Vendor's officers, directors, or owners (if the Vendor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (3) The Vendor shall require its subcontractors, if any, to make the same certifications before they perform any work under the contract.
- (4) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Vendor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Vendor; and
 - (c) He or she understands that any person who knowingly submits a false certification shall be guilty of a Class I felony.

Vendor's Name

Signature of Vendor's Authorized Agent	Date
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Printed Name of Vendor's Authorized Agent	Title
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Signature of Witness	Title
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Printed Name of Witness	Date
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The witness should be present when the Vendor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

SITE REQUEST FOR PAYMENT
NC Pre-kindergarten Program

Contractor Name: **Orange County Schools**

Federal Tax Identification Number **56-600-1090**

Request for (Enter month), (Year)

Contract Number: **NCPK# 1314-67**

Certification for Purchase of Service Contract	
As chief executive officer of the contracting organization, I hereby certify that the units billed to the Lead Agency on this public payment voucher have been delivered in accordance with the conditions of the contract, and that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payments under this contract.	
X	
Gerri Martin, Superintendent Orange County Schools	Date:

Direct Services Funds

(A x B - C)	A. No. of Children Served	B. Payment Rate	C. Subtotal
State Funds (TANF)			
State Funds (Non TANF)			
D. Total Column C.			

TO BE COMPLETED ONLY BY THE Orange County Partnership for Young Children:		
Signature: _____	Date: _____	Approved: _____