



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Personnel MOA - Educational Consultant - Jayne Kraemer

Doc ID No: PON2 540 1200001946 3

Procurement Folder: 2518218

Procurement Type: Memorandum of Agreement

Administered By: MARTHA JOHNSON

Cited Authority: FAP111-44-00

Telephone: 502-564-1979

Issued By: Martha Johnson

Reason For Modification: This modification is being done due to Ms. Kraemers resignation effective November 9, 2012. She worked 90 days on contract for KDE.

Original Contract \$109,336

Decrease \$ 64,184

Current Contract \$45,152

C O N T R A C T O R	TREAS JEFFERSON CO
	BOARD OF ED PO BOX 34020
	LOUISVILLE KY 40232-4020
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Personnel MOA - Jayne Kraemer		0.00		0.00000	45,152.00	45,152.00

Extended Description

Effective dates: July 1, 2012- June 30, 2013

Accounting Template: E76701

100% Federal Funds

The vendor will furnish the services of its employee in the following capacity:

Name: Jayne Kraemer

Title: English as a Second Language/Limited English Proficient and Immigrant Students Consultant

Location: Office of Next-Generation Learners

Job Description: Under general direction, provide consultative services and technical assistance to local school system personnel, classroom teachers, and other state and private agencies in planning, developing, implementing, and evaluating curriculum content within English as a Second Language programs. This position will also administer grant programs for limited English proficient children.

The total contract price is for salary (KDE 225 contract days), fringe benefits and school district indirect costs.

The Kentucky Department of Education reserved the right to redirect the scope of work for this Personnel Memorandum of Agreement in order to focus on Senate Bill 1 and other related activities as appropriate.

In order to allow sufficient time for Finance and Administration approval of contract modifications, the local school district must notify our office no later than March 1 of any needed contract adjustments.

Extended Description

This contract authorizes funding for the contract period based upon the availability of funds.

Method of Payment: Quarterly payments will be made on October 1, January 1, April 1, and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

B I L L T O	376761 KDE DIV OF BUDGETS 500 MERO STREET 16TH FLOOR CAPITAL PLAZA TOWER FRANKFORT KY 40601 US	S H I P T O	
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Total Order Amount:	45,152.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: _____ Title: Commissioner Date: _____

2nd Party X: _____ Title: Superintendent Date: _____

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Kentucky Department of Education Contract Terms and Conditions

SCOPE OF SERVICES:

Under general direction, provide consultative services and technical assistance to local school system personnel, classroom teachers, and other state and private agencies in planning, developing, implementing, and evaluating curriculum content within English as a Second Language programs. This position will also administer grant programs for limited English proficient children.

Provide leadership, consultation, technical assistance and guidance in the design of services, assessment, curriculum instructional technology, and methodology for children in the Limited English Proficiency (LEP) program. This includes but is not limited to English as a Second Language, Sheltered English, bilingual education programs and other research-based instructional program models.

Plan, coordinate, facilitate, and deliver appropriate job embedded professional development for teachers, administrators, Kentucky Department of Education (KDE) staff related to assessment, research based instruction, program models, legal issues, translation, and services for children/youth with limited English proficiency.

Assist with the coordination of professional networks.

Administer federal grants related to educational services for LEP children.

Analyze LEP policy and instructional issues requiring resolution and make recommendations to supervisors.

Monitor legislation/court decisions impacting the LEP program.

Collaborate with KDE staff on special projects. Represent KDE in collaborating with other agencies regarding services to immigrant children/youth with LEP.

Prepare administrative reports and perform other duties as assigned.

The total contract price is for salary (KDE 225 contract days), fringe benefits and school district indirect costs.

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Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Contract contact: Martha Johnson, Division of Budgets, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601.

The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

This modification is being done due to Ms. Kraemer's resignation effective November 9, 2012. She worked 90 days on contract for KDE.

Original Contract \$109,336
Decrease \$ 64,184
Current Contract \$45,152

Current Budget:

Salary: \$35,678
Fringe: \$8,099
Indirect Cost: \$1,375
Total Contract: \$45,152

This previous modification was to adjust the amount of salary, fringes and indirect cost paid to the district. District salary changes and indirect cost rates for the districts were not established in time to generate Personnel MOA contracts with a July 1, 2012 start date.

Previous Budget

Salary: \$89,196
Fringe: \$16,811
Indirect Cost: \$3,329
Total Contract: \$109,336

Original Budget

Salary: \$86,562
Fringe: \$16,377
Indirect Cost: \$3,716
Total Contract: \$106,655

CONSIDERATION:

Both parties to this contract agree that additional reimbursement to the vendor for retiring consultants (upon their return to the district) will not be allowed. Indirect costs earned during the term of this agreement should be used to offset vendor costs.

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Both parties to this contract agree that the requirements of the contract, including the statutorily required professional educational status of eligible contract employees, mandate the mutual agreement of the parties to the final selection of employees to serve under this contract.

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Choice of Law and Forum Provision:

All questions to the execution, validity, interpretation and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Funding Out Provision:

The state agency may terminate this contract 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 contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

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 contract will be reduced by the amount specified in that document.

Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

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 contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are

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exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor 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 shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

 X 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). A list of such determination(s) is attached

**2012-2013 SCHOOL YEAR DISTRICT MOA
CONTRACT CALCULATION WORKSHEET**

AMENDED (Change in DAILY
RATE, Indirect Cost rate &
Liability)

9/7/2012

Individual Name: Jayne Kraemer English as Second Language/Limited English Proficient/
Immigrant Students Consultant

Vendor/School District: Jefferson County

Total Amount of Contract: \$45,152

District Salary Information

\$77,303 195 = \$396.43
Total District Days District Daily Rate

Purpose of Stipend: If a district stipend exist, please type over
with purpose of stipend.

Total District Salary \$77,303

Stipend \$0

Total District Salary and Stipend \$77,303

KDE Contract Salary Information

\$396.43 x 1 \$396.43 x 90 \$35,678
District Daily Rate KDE Contract Daily Rate KDE Salary Subtotal

\$0 x 1 \$0
Stipend Total Contract Stipend

KDE Contract Subtotal \$35,678

Fringe Benefit Information

<u>136</u>	Detailed: Workers Comp	KDE Contract Salary x .0038
<u>60</u>	Detailed: Unemployment Ins	
<u>517</u>	Detailed: Medicare	
<u>5,032</u>	Detailed: KTRS - Federal @ 14.105%	
<u>2,354</u>	Detailed: Misc Insurance and Federal Fringes (Health/Life/Admin)	
Total District Fringe Benefits		\$8,099

Indirect Cost Calculation & KDE Contract Total Information

3.14% X \$43,777 \$1,375
Indirect Cost Rate KDE Contract Subtotal & Total District Fringe Benefits Indirect Cost Total

KDE Contract Total \$45,152

ch 12-19-12 URP 12/20/12

Signature of Superintendent: _____

Date: _____

For KDE use only:
Contract # PON2 12*1946
Accounting Template E76701 / E156
Number of Years on Contract 2

MISC. INSURANCE CALCULATIONS

Misc Insurance calculated on Contract Salary

MEDTAX	KTRS (Federal)	Liability	LTD	Life
0.0145	0.14105	39.39	0.0033	0.000124
517.34	5,032.45	39.39	117.74	4.42
Federal Ins		Flex (175/mth)	Life (1.34/mth)	Admin (\$6.36/mth)
		2,100.00	16.08	76.32