



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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

Doc Description: Locally Operated Career & Technical Ed Center/Department

Doc ID No: PON2 540 1200003025 2

Procurement Folder: 2532102

Procurement Type: Memorandum of Agreement

Administered By: Lea Lewis

Cited Authority: FAP111-44-00

Telephone: 502-564-1979

Issued By: Lea Lewis

Reason For Modification: Previous Contract Amount \$2,491,512

Modification Increase \$228,307

New Contract Amount \$2,719,819

Modification is to increase contract to add funds due to increase in enrollment at the center.

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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	Locally Operated Career & Technical Ed Center/Department		0.00		0.00000	2,719,819.00	2,719,819.00

Extended Description

Effective Date: July 15, 2012 Expiration Date: June 30, 2013

E7562 E431 Munis 1063

The Local Board of Education (BOE) shall operate the Career & Technical Center or Department and shall provide all instructional and supervisory staff and assume all operational responsibility for the center. The BOE agrees to provide and maintain the facilities and to utilize the facility for career and technical education programs in accordance to 705 KAR 3:141. The BOE agrees to offer career and technical education programs based on occupational skill standards that support the objectives of the learning goals and academic expectations for all students. KDE must approve program changes prior to their implementation. If programs and/or enrollment decreases, KDE may amend this contract and reduce funding accordingly. The BOE agrees to employ all administrative and instructional staff in compliance with Education Professional Standards Board certification standards. Compensation will be based on training and teaching experience and in accordance with the single salary schedule as promulgated by the BOE. Salaries are to be budgeted for the administration and operation of the local Career & Technical Education Center or Department only. The BOE agrees to fully cooperate with KDE in all monitoring, reporting and evaluation activities.

Method of Payment: Payments will be made quarterly upon approval of contract. Contract amount is tentative. A mid-year amendment adjusting award amount will occur when current year enrollment data becomes available. Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final MUNIS report.

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

Extended Description

B I L L T O	376761	S H I P T O	
	KDE DIV OF BUDGETS		
	500 MERO STREET		
	16TH FLOOR CAPITAL PLAZA TOWER		
	FRANKFORT KY 40601		
	US		

Total Order Amount:	2,719,819.00
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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: _____ Date: _____

Kentucky Department of Education Contract Terms and Conditions

Scope of Services:

E7562 E431 Munis 1063

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activities.

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

BILLING:

Remit all invoices, bills, or requests for payment to: Lea Lewis, Division of Budget & Financial Management, 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.

AMENDMENT BUDGET:

Description	Amount
Salaries	\$ 2,611,890
Benefits	\$ 107,451
Educational Consultants	
Other Professional Services	
Purchased Property Services	
Postage, Printing	
Travel	
General Supplies	\$ 478
Property & Equipment	
Dues & Registration Fees, Field Trips, Student Transportation	
Total	\$ 2,719,819

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Financial Reports:

Both Parties to this contract agree that financial reports must be filed throughout the term of the contract as per the language in the scope of work. A final report must be filed within thirty days of the conclusion of the contract. The financials will be used to help evaluate the program's effectiveness and provide for the program's accountability.

Cancellation clause:

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

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:

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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 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.

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.

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.

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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