



# Commonwealth of Kentucky

## PURCHASE ORDER

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

**Doc Description:** KYAE-2013-027 Jefferson Co BOE

**Doc ID No:** PO2 415 1300002090 2

**Procurement Folder:** 2656905

**Procurement Type:** MOA/PSC Exception

**Administered By:** Terry Pruitt

**Cited Authority:** KRS164.020-22

**Telephone:** 502-573-1555

**Issued By:** Terry Pruitt

**Reason For Modification:** Adding AO Phase II Mentor Colleges funding \$5,000 for current colleges to mentor new colleges in phase I. New contract total is \$3,837,986.00.

419862

COUNCIL ON POSTSECONDARY ED - KY ADULT ED

1024 CAPITAL CTR DR

KY ADULT EDUCATION SUITE 320

FRANKFORT

KY 40601

JEFFERSON COUNTY PUBLIC SCHOOLS TREASURER

GRANTS AND AWARDS ACCOUNTING

PO BOX 34020

LOUISVILLE

KY 40232-4020

US

**Effective From:** 2012-07-01

**Effective To:** 2013-06-30

| Line Item | Description   | Quantity | Unit Price | Amount       | Total        |
|-----------|---------------|----------|------------|--------------|--------------|
| 1         | Core Services | 0.00     | 0.00000    | 3,396,985.00 | 3,396,985.00 |

### Extended Description

Provide adult education and literacy services in order to: (a) assist adults to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency; (b) assist adults who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; (c) assist adults in the completion of a secondary school education; and (d) provide services that are of sufficient duration and intensity of hours to assist families, defined as at least one child between the ages of birth and eighteen and at least one adult who is primarily responsible for the child's well being and who is consistently an influence on the child's development, to make sustainable increases in their literacy level and to become self-sufficient.

Budgeted source of funds: 59% state, 41% federal (CFDA 84.002 A, Adult Education State Administered Grant)

Method of payment: cost-reimbursement upon receipt and approval of monthly KYAE Expenditure Report submitted online. All costs must be reasonable, allowable and actual.

**Effective From:** 2012-07-01

**Effective To:** 2013-06-30

**Extended Description**

The funding is 100% federal WIA Title II CFDA 84.002

Effective From: 2012-07-01

Effective To: 2012-12-31

|   |                               |      |         |           |           |
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| 6 | Accelerating Opportunity FY12 | 0.00 | 0.00000 | 25,313.00 | 25,313.00 |
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**Extended Description**

Funds to be used July 1, 2012 through December 31, 2012. Accelerating Opportunities an I-BEST learning model partnership with KCTCS. The I-BEST model combines instruction of technical education and basic skills in a team teaching approach so those students with basic academic skill needs progress with the class.

Method of payment: cost-reimbursement upon receipt and approval of monthly KYAE Expenditure Report submitted online. All costs must be reasonable, allowable and actual.

The funding is 100% federal WIA Title II CFDA 84.002

Effective From: 2013-01-01

Effective To: 2013-06-30

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|---|-----------------------------|------|---------|----------|----------|
| 7 | AO Phase II Mentor Colleges | 0.00 | 0.00000 | 5,000.00 | 5,000.00 |
|---|-----------------------------|------|---------|----------|----------|

**Extended Description**

Mentoring activities associated with planning for Accelerating Opportunities Phase II Colleges. 100% Federal funds

Budgeted source of funds: (CFDA 84.002, Adult Education State Administered Grant)

Method of payment: cost-reimbursement upon receipt and approval of monthly KYAE Expenditure Report submitted online. All costs must be reasonable, allowable and actual. Jefferson Co \$5,000.00.

|              |
|--------------|
| 3,837,986.00 |
|--------------|



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legally prohibited from entering into an indemnity contract, the Second Party shall hold KYAE harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts of the Second Party, its agents, employees, licensees, invitees, or participants that result in injury to persons, damage to property or loss arising from performance of this contract, as those injuries, damages or losses related to any persons, corporations, partnerships, or any other entity, from any and all liability, loss, or damage.

#### **C. SUBCONTRACTING**

The Second Party agrees not to subcontract services under this contract. All services identified within this contract are to be directly provided by the Second Party unless specifically identified in the agreement or in the case wherein salary is being facilitated by the provider to the employing educational entity.

#### **D. CONFLICT OF INTEREST**

The Second Party certifies that it is legally entitled to enter into the subject contract and certifies that no employee or representative of the Second Party with procurement authority shall participate, either directly or indirectly, in any activities that are in conflict with the provisions stated in KRS 45A.340, KRS 45A.455 and KRS Chapter 11A, Executive Branch Code of Ethics.

#### **E. AUDIT**

The Second Party shall procure, as to the completed contract, a single agency-wide audit, in accordance with and as required by, appropriate state and federal laws, regulations, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/26/2007) or OMB Circular A-122, Cost Principles for Non-Profit Organizations (revised 5/10/2004), as applicable for your agency. The audit threshold is \$500,000 or more in annual aggregate federal financial assistance for all programs administered by the Second Party. Federal financial assistance includes federal dollars received either directly from a federal agency or indirectly through a state or other agency. In the event that aggregate federal funding equals or surpasses the threshold, a single audit shall be required and the Second Party shall submit a copy of the audit report to KYAE no later than March 31, 2014. In the event that aggregate federal funding is less than \$500,000, written notification that an audit report is not required must be sent to KYAE no later than March 31, 2014.

*Failure to comply with this section may result in payments being delayed or withheld.*

In addition, KYAE may arrange for a comprehensive program and financial audit and/or follow-up audits of the Second Party.

#### **F. METHOD OF PAYMENT**

The Method of Payment will be in accordance with guidelines implementing the federal Cash Management Improvement Act, Pub. L. 101-453, 104 Stat. 1058. This is a direct program cost reimbursement contract. Payment will be made based on reasonable, allowable, and actual costs incurred. KYAE does not permit the Second Party to charge indirect costs, or "overhead" charges, against this grant.

The Second Party understands that funds awarded under this contract cannot be used to provide services that would be otherwise available from another funding source or be available on a non-reimbursable basis. If travel is included, it shall be paid in accordance with local policy or, in the absence of such policy, in accordance with 200 KAR 2:006. Payment by KYAE to the Second

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this contract is not executed or is terminated; Note: Federal regulations restrict purchase of any item valued at \$5,000 or greater without prior written approval.

5. When computer equipment has reached the end of its useful life, it may be disposed of following the Commonwealth Office of Technology (COT) guidelines for safeguarding personal and student information. It is the responsibility of the 2<sup>nd</sup> party to properly dispose of equipment in accordance with COT policy available on the KYAE web site.
6. Accounting records that are supported by original source documentation;
7. Assurance that no other funds or assets of the Second Party shall be co-mingled with the funds provided for these programs to be administered under this contract to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein; and
8. Responsibility for monitoring, fiscal and/or program exceptions established by evaluation, monitoring and/or audit of this contract, and for promptly settling any monitoring, fiscal and program audit exceptions by making direct payment, or reduction of future reimbursement, or by other methods approved by KYAE.

#### **H. ACCESS TO AND MAINTENANCE OF RECORDS**

1. 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
2. The Second Party agrees to maintain all records pertaining to this agreement for a period of not less than three (3) years after the contract closing date and that all matters pertaining to this contract (i.e., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract). This includes files of all personnel, financial records, statistics, property, participants, and supporting documentation or other written materials that relate to the delivery of service.
3. The Second Party agrees to permit staff of KYAE, or persons acting for KYAE, and/or staff designated by appropriate federal agencies, to monitor and evaluate services being performed. The Second Party also agrees to submit all records and documentation of service provisions in regard to contracted services when requested for monitoring purposes.
4. The Second Party agrees to maintain records that are sufficient to identify the results of the service provided to each individual and for use in evaluating the effectiveness of the total program. These records will be made available to KYAE staff upon request.

#### **I. MEDIA RELEASES**

Assure that all printed or electronic materials or presentations used for the promotion of programs



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information concerning the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination. Failure to comply with the above-cited 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 to bid or submit proposals to the Commonwealth for a period of two years.

#### **O. DISCRIMINATION PROHIBITED**

1. The Second Party agrees not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws.
2. In compliance with KRS 344.015, Kentucky Adult Education, Council for Postsecondary Education has adopted a Title VI Plan. The Second Party shall likewise adopt the Title VI Plan or certify compliance with its own Title VI Plan. The CPE Title VI Plan is available at [www.cpe.ky.gov](http://www.cpe.ky.gov)
3. To the extent that the Second Party is a required partner in a one-stop delivery system established pursuant to Title I of the Workforce Investment Act of 1998 (29 U.S.C. § 2841), the Second Party assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

☞ Section 188 of the Workforce Investment act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

☞ Title VI of the Civil Rights act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

☞ Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

☞ The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

☞ Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Second Party also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Second Party's status, if applicable, as a required partner in a one-stop delivery system established under WIA. The Second Party understands that the United States has the right to seek judicial enforcement of this assurance.

#### **P. CERTIFICATION OF A DRUG-FREE WORKPLACE**

The Second Party shall comply with the provisions of 34 CFR Part 85, Subpart F, Drug Free Workplace Act of 1988.

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- C. Provide the Second Party access to the AERIN for the limited purpose of assessment of potential services and program eligibility; and
- D. Provide timely payments to the contractor upon receipt of approved invoices.

### SCOPE OF WORK FY 2012 – 2013

#### AUTHORITY

KYAE administers federal and state funds for adult education programs to provide adult education and literacy services to assist adults to become literate and obtain the knowledge and skills necessary for employment, self-sufficiency and completion of a secondary education in compliance with the Workforce Investment Act, Title II Adult Education and Literacy, 20 U. S. C. § 9201 et seq., KRS151B.410, KRS164.041, the KYAE State Plan, Policy and Procedure Manual, and implementing regulations.

#### Family Literacy Component (as applicable)

KYAE administers state funds for adult education programs to provide family literacy services that are of sufficient intensity in terms of hours, and of sufficient duration, to assist families to make sustainable increases in their literacy level and to become self-sufficient, pursuant to KRS 151B.410 and KRS 158.360.

#### A. PROGRAM DESIGN AND ACTIVITIES

The Second Party agrees to the following:

1. Provide adult education services or instruction below the postsecondary level for individuals who:
  - have attained 16 years of age; are not enrolled or required to be enrolled in secondary school under State law; and
  - a) lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society;
  - b) do not have a secondary school diploma or its recognized equivalent and have not achieved an equivalent level of education; or
  - c) are unable to speak, read, or write the English language.
2. Assess students to determine their academic level utilizing an enrollment assessment instrument recognized by KYAE. Administer standardized tests consistent with KYAE assessment policy.
3. Provide program participants with orientation and academic consultation throughout the enrollment and instructional process.
4. Provide services as outlined in the second party's approved proposal, which is hereby incorporated by reference.
5. Meet FY2012-2013 program performance measures which shall, at a minimum, equal the performance and enrollment goals as specified on the KYAE web site.
6. For entities providing KYAE services in multiple counties, evaluation of performance will be determined on an individual county basis.
7. Failure to meet performance measures in one or more counties covered under this agreement may result in action as defined by KYAE's accountability and program support model.
8. Entities receiving funding related to prior year's performance measures must expend those performance funds in accordance with KYAE fiscal policies and procedures.
9. Acceptable expenditures may include, but are not limited to, KYAE approved or sponsored



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☞ All students must be entered into AERIN and will be in NRS educational levels.

☞ All services shall include at least one of the following required components:

§ Academic instruction (reading, writing, mathematics or English as a second language)

§ Instruction leading to GED attainment

§ Instruction leading to the National Career Readiness Certificate or equivalent

§ Instruction leading to the Kentucky Manufacturing Skills Standards certificate (academic components only).

☞ Services must include *at least* 12 hours of instruction.

### PERFORMANCE MEASURES FY 2012-2013

**CORE INDICATOR #1:** Demonstrated improvements in literacy skill levels in reading, writing and speaking the English language, numeracy, problem-solving, English language acquisition, and other literacy skills.

#### Beginning Literacy/ABE

☞ 57% of beginning literacy (grade equivalent 0-1.9) enrollees will acquire the level of basic skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 54% of beginning ABE (grade equivalent 2.0-3.9) enrollees will acquire the level of basic skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 56% of low intermediate ABE (grade equivalent 4.0-5.9) enrollees will acquire the level of basic skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 55% of high intermediate ABE (grade equivalent 6.0-8.9) enrollees will acquire the level of basic skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 56% of low adult secondary ABE (grade equivalent 9.0-10.9) enrollees will acquire the level of basic skills needed to complete the educational functioning level (as validated by formal assessment).

#### Beginning Literacy/ESL

☞ 57% of beginning literacy ESL enrollees will acquire the level of English Language skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 58% of low beginning ESL enrollees will acquire the level of English Language skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 62% of high beginning ESL enrollees will acquire the level of English Language skills needed to complete the educational functioning level (as validated by formal assessment).

☞ 57% of low intermediate ESL enrollees will acquire the level of English Language skills needed to complete the educational functioning level (as validated by formal assessment).

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Requirement.)

7. A major indicator of program success is a high-quality instructional staff and instructional leadership. The second party assures that all staff will meet KYAE minimum personnel requirements as specified in the KYAE Policy and Procedure Manual and that new staff will be hired through a structured, rigorous recruitment and selection process. (This is a State Requirement.)

8. Grantees located in counties with full-service jails will work in cooperation with the local jailer to offer adult education services in correctional settings. (This is a State Requirement.)

9. The second party will adhere to all KYAE data collection and reporting requirements. (This is a State Requirement.)

10. The second party is responsible for providing technical support to the adult education program as needed to ensure security of information, computer access for staff and students, and proper functionality of hardware and software. (This is a State Requirement.)

11. Funds received under this grant will be used to supplement and not supplant funds already available to the applicant from other sources for purposes authorized by the Adult Education and Family Literacy grant program.

12. KYAE funds will not be expended for any purposes other than the direct provision of the adult education program.

13. The second party will have sufficient working capital to sustain program services until the first invoice is paid according to the Commonwealth of Kentucky's contracting and invoicing process. In accordance with the Federal Cash Management Improvement Act, eligible providers that lack sufficient working capital may submit a written request for a working capital advance.

14. The second party will repay any funds that have been finally determined through federal or state audit resolution processes to have been questioned or disallowed costs or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or state government. (This is a State Requirement.)

15. A maximum of 15 percent (5 percent federal, 10 percent state) of the core services grant funding may be used for administrative purposes. Fiscal agents serving multiple counties should be aware that (These are State Requirements.):

- ☞ Administrative funds can be pooled from multiple counties to support a full-time adult education director.

- ☞ Administrative funds from multiple counties must be used proportionately throughout the contracted counties.

- ☞ Any administrative functions performed at the county level must be budgeted at the county level.

- ☞ Instructional funds may not be used to cover administrative costs at the county level.

16. To maximize the amount of funds available for direct instructional services, KYAE favors adult education programs to pay minimal or no rent for space, especially those located in publically owned buildings. If total operational costs exceed 5 percent of the county's total core services allocation, the applicant must provide a strong justification for the cost in the budget narrative. If operational costs exceed 5 percent, the budget will be negotiated with the applicant prior to final approval of the proposal. (This is a State Requirement.) Fiscal agents shall ensure that (These are State Requirements.):

- ☞ All instructional facilities and services are in compliance with the Americans with Disabilities Act of 1990.

- ☞ Facilities have appropriate exterior and interior signage clearly identifying the adult education programs.



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### Authorizing Signatures

*We, the undersigned, hereby acknowledge our agreement to the terms and conditions contained in this document and that we are authorized to obligate our respective organizations accordingly.*

#### Council on Postsecondary Education (1<sup>st</sup> party)

  
 Reecie Stagholia, Vice President KYAE

2/20/13  
 Date

Approved as to form and legality

  
 Travis Powell, General Counsel

#### 2<sup>nd</sup> Party

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name:

\_\_\_\_\_  
 Title:

Approved as to form and legality (optional)

\_\_\_\_\_  
 Legal or General Counsel

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### Council on Postsecondary Education (1st party)

\_\_\_\_\_  
Reecie Stagnolia, Vice President KYAE

\_\_\_\_\_  
Date

Approved as to form and legality

\_\_\_\_\_  
Travis Powell, General Counsel

### 2nd Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 3/11/13

Printed Name:

Donna M. Hargens

Title:

Superintendent

Approved as to form and legality (optional)

\_\_\_\_\_  
Legal or General Counsel