



## Commonwealth of Kentucky

## CONTRACT

## IMPORTANT

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

<b>Doc Description:</b> World Immersion Grant	
<b>Doc ID No:</b> PON2 540 1300002429 1	<b>Procurement Folder:</b> 2863919
<b>Procurement Type:</b> Memorandum of Agreement	
<b>Administered By:</b> Kristin Burton	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 502-564-1979	<b>Issued By:</b> Kristin Burton

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	World Language Immersion Grant		0.00		0.00000	34,997.00	34,997.00

Extended Description

June 3, 2013-June 30, 2013

Accounting Template - E7409

Munis# - 11F3

The World Language Immersion project is part of a statewide initiative to help elementary schools address the World Language Program Review. Through these grants schools will be able to build new elementary world language programs, improve world language proficiency and cultural competency, and strengthen students college and career readiness. This grant will provide funding to schools that wish to begin planning or implementing a partial immersion program that teaches math, science, literacy and the arts.

Method of Payment:

Payment based upon final expenditure report. The funds for the World Language Immersion Planning/Implementation grant must be encumbered by June 30 and invoiced for by July 3rd. The encumbered funds may be used to implement the program during the 2013/2014 school year.

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

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.

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		

<b>Total Order Amount:</b>	34,997.00
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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: \_\_\_\_\_

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**Kentucky Department of Education  
Contract Terms and Conditions**

**Scope of Work:**

The World Language Immersion project is part of a statewide initiative to help elementary schools address the World Language Program Review. Through these grants schools will be able to build new elementary world language programs, improve world language proficiency and cultural competency, and strengthen students college and career readiness. This grant will provide funding to schools that wish to begin planning or implementing a partial immersion program that teaches math, science, literacy and the arts.

The goal of the project is to create dual or partial language immersion programs in districts, beginning in elementary schools. Each immersion program:

Will implement a fifty-fifty model, using at least two teachers per grade level, one who instructs exclusively in the target language for half of the day and a second who teaches in English for the remainder of the day;

Will include: a math component aligned to Kentucky Common Academic Standards for Mathematics; a science component aligned to Next Generation Science Standards, a second language literacy component aligned to the Kentucky Common Academic Standards for English Language Arts and an arts component aligned to Kentucky Content Standards; and **will have a plan for tracking language proficiency progress of individual students through goal setting and assessment.**

**Method of Payment:**

**Payment based upon final expenditure report. The funds for the World Language Immersion Planning/Implementation grant must be encumbered by June 30 and invoiced for by July 3rd. The encumbered funds may be used to implement the program during the 2013/2014 school year.**

**BILLING:**

Remit all invoices, bills, or requests for payment to: Kristin Burton, Division of Budget & Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601  
email address: [Kristin.Burton@education.ky.gov](mailto:Kristin.Burton@education.ky.gov)

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

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.

**Budget:**

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Hawthorne Elementary-Personnel-\$2,300  
Travel-\$5,860  
Supplies-\$25,047  
Contractual-\$725  
**Indirect-\$1,065**  
Total - \$34,997

**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.

**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

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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 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:**

\_\_\_\_\_ 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