



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

**Doc Description:** Minority Supt. Internship Prog-Georgie L Hampton

**Doc ID No:** PON2 540 1300002041 2

**Procurement Folder:** 2826005

**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 to reduce the amount of the contract due to Ms. Hamptons resignation. Effective resignation date was November 1, 2013. The contract days are being reduced from 220 days to 79 days.

Original Contract \$125,572

Decrease \$81,566

Current Contract \$44,006

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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	Minority Supt. Internship Prog-Georgie L Hampton		0.00		0.00000	44,006.00	44,006.00

**Extended Description**

Effective date: July 1, 2013- June 30, 2014

Accounting Template E8700 100% General Funds MUNIS# 1974

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

Name: Georgia L Hampton

Title: Minority Superintendent Internship Program

Location: Office of Next-Generation Learners

The Minority Superintendent Internship Program (MSIP) is designed to help identify and train a pool of highly-qualified and highly-effective minority educational leaders poised to successfully transition into superintendent positions for Kentuckys public school districts. The program provides qualified candidates the opportunity for hands-on mentored experiences with Kentucky superintendents and other educational leaders.

The contract cost for 220 days reduced to 79 days of the district employees services includes FY 2013 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2014 costs are not available for an effective date of July 1, 2013, an additional 3% of the contract cost is being added to the total amount of the original contract.

Extended Description

When FY 2014 costs have been established, the district will be asked to recalculate the final cost for their employee for whose services we are contracting.

If the final cost is less than the original contract, KDE will pay the lesser amount. If the final cost is more than the original contract, KDE will generate a contract modification for the increase and will pay the contract in full.

Method of Payment: Quarterly payments will be made on October 15, January 15, April 15, 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.

The Kentucky Department of Education reserves the right to redirect the scope of work for this Personnel Memorandum of Agreement in order to focus on Senate Bill 1, 2009 and other related activities as appropriate.

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

<b>B I L L T O</b>	376761 KDE DIV OF BUDGETS 500 MERO STREET 16TH FLOOR CAPITAL PLAZA TOWER FRANKFORT KY 40601 US	<b>S H I P T O</b>	
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<b>Total Order Amount:</b>	44,006.00
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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:**

The Minority Superintendent Internship Program (MSIP) is designed to help identify and train a pool of highly-qualified and highly-effective minority educational leaders poised to successfully transition into superintendent positions for Kentucky's public school districts. The program provides qualified candidates the opportunity for hands-on mentored experiences with Kentucky superintendents and other educational leaders.

The MSIP initiative supports leadership transformation and promotes a united effort to address not only diversity but also the true identification of a highly qualified educator workforce. This nontraditional leadership development program responds to the appreciation that a minority school superintendent may be faced with unique and complex barriers as an educational leader. The program also recognizes that leadership representing cultural and ethnic groups that make up our society is important to all students and especially minority students as they prepare to compete in a world that is richly diverse. The necessity to establish a pool of diverse individuals prepared to successfully meet the academic and fiscal challenges of accountability in our schools is unparalleled.

**MSIP emphasizes the development of leadership skills in the areas of: curriculum/instruction/assessment, management, strategic planning, fiscal oversight, facilities,/transportation, personnel/human resources, public relations, school board policy, and diversity, equity, and poverty programs. Most important the expectation is that these leaders will be well prepared to create conditions and processes that significantly improve student achievement. The goal of MSIP is to enable the interns to interact with highly qualified and highly effective mentors (educational experts) and practicing superintendents in a focused way to broaden their knowledge base about the work of local school district superintendents.**

The contract cost for 220 reduced to 79 days of the district employee's services includes FY 2013 district salary, district level stipend, fringe benefits and school district indirect costs.

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

**BILLING:**

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

Method of Payment: Quarterly payments will be made on October 15, January 15, April 15, 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.

This modification is to reduce the amount of the contract due to Ms. Hampton's resignation. Effective resignation date was November 1, 2013. The contract days are being reduced from 220 days to 79 days.

Original Contract \$125,572  
Decrease \$81,566  
Current Contract \$44,006

Current Budget

Salary: \$ 40,962  
Fringe Benefits: \$ 1,548  
Indirect Cost: \$ 1,496  
Total Contract Amount \$ 44,006

Original Budget

Salary: \$ 114,070  
Fringe Benefits: \$ 4,133  
Indirect Cost: \$ 3,712  
Total Current Cost \$ 121,915  
3% adjustment allowance \$ 3,657  
Total Contract Amount \$ 125,572

**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.

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.

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**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 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:**

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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



**2013-2014 SCHOOL YEAR DISTRICT MOA  
CONTRACT CALCULATION WORKSHEET**

**Resigned as of  
11/4/2013**

Individual Name: Georgia L. Hampton

KDE Position Title : Minority Superintendent Internship Program (MSIP)

Vendor/School District: Jefferson County

Total Amount of Contract: \$44,006

**District Salary Information**

<u>\$114,070</u>	<u>/</u>	<u>220</u>	=	<u>\$518.50</u>
		Total District Days		District Daily Rate

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

Total District Salary \$114,070

Stipend \$0

Total District Salary and Stipend \$114,070

**KDE Contract Salary Information**

<u>\$518.50</u>	x	<u>1</u>	<u>\$518.50</u>	x	<u>79</u>	<u>\$40,962</u>
District Daily Rate			KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal

<u>\$0</u>	x	<u>1</u>	Total Contract Stipend	<u>\$0</u>
Stipend				

**KDE Contract Subtotal** \$40,962

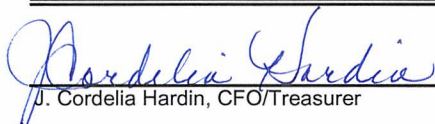
**Fringe Benefit Information**

<u>155.65</u>	Detailed:	<u>Workers Comp</u>
<u>60.00</u>	Detailed:	<u>Unempl Ins.</u>
<u>538.21</u>	Detailed:	<u>Medicare (1.45%)</u>
<u>614.42</u>	Detailed:	<u>1.50% KTRS MIF</u>
<u>General Funds 179.64</u>	Detailed:	<u>Life/AD&amp;D-Liability-Long Term (See Below)</u>

**Total District Fringe Benefits** \$1,548

**Indirect Cost Calculation & KDE Contract Total Information**

<u>3.52%</u>	X	<u>\$42,509</u>	<b>Indirect Cost Total</b>	<u>\$1,496</u>
Indirect Cost Rate		KDE Contract Subtotal & Total District Fringe Benefits		
			<b>KDE Contract Total</b>	<u>\$44,006</u>

  
J. Cordelia Hardin, CFO/Treasurer

Signature of Superintendent: \_\_\_\_\_

Date: 1/28/14

For KDE use only:	
PON2	<u>13*2041</u>
Accounting Template	<u>E8700/E431</u>
Number of Years on Contract	<u>1</u>

MISC. INSURANCE CALCULATIONS		
Liability	LTD	Life
39.39	0.0033	0.000124
39.39	135.17	5.08