



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

<b>Doc Description:</b> Personnel MOA - Educational Consultant - Mikaka Hardaway	
<b>Doc ID No:</b> PON2 540 1300002494 3	<b>Procurement Folder:</b> 2870940
<b>Procurement Type:</b> Memorandum of Agreement	
<b>Administered By:</b> MARTHA JOHNSON	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 502-564-1979	<b>Issued By:</b> Martha Johnson

**Reason For Modification:** This modification is adjusting 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, 2013 start date. Due to error in calculation at the district level another modification is necessary.

Previous Contract \$ 74,174  
 Increase \$ 400  
 Current Contract \$ 74,574

<b>C O N T R A C T O R</b>	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 - Educational Consultant - Mikaka Hardaway		0.00		0.00000	74,574.00	74,574.00

**Extended Description**

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

Accounting Template: E7407 100% General Funds

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

Name: Mikaka Hardaway  
 Title: Elementary Literacy Consultant  
 Location: Office of Next-Generation Learners

**Job Description:** The consultant will work under general direction; provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in the area of literacy. They will provide technical assistance and consultative services to contracted testing companies in English/Language Arts. The literacy consultant will plan, develop, and implement instructional strategies and provide materials related to 21st century curriculum content, instruction, interventions and assessment for secondary (middle &/or high school) ELA/literacy.

They will develop literacy resources and products to support KY educators, schools and districts.

Implement literacy program goals as identified by the Office of Next Generation Learners and Division of Program Standards.

The contract amount for the district employees services includes contract salary (KDE contract 225 days), district level stipend, ERS stipend, fringe benefits and school districts indirect costs. The total contract amount includes a 3% adjustment

Extended Description

allowance.

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.

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

Method of Payment: Quarterly payments will be made by 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.

<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>	74,574.00
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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: \_\_\_\_\_

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

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## SCOPE OF SERVICES:

### Job Description:

The consultant will work under general direction; provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in the area of literacy.

They will provide technical assistance and consultative services to contracted testing companies in English/Language Arts.

The literacy consultant will plan, develop, and implement instructional strategies and provide materials related to 21st century curriculum content, instruction, interventions and assessment for secondary (middle &/or high school) ELA/literacy.

They will develop literacy resources and products to support KY educators, schools and districts. Implement literacy program goals as identified by the Office of Next Generation Learners and Division of Program Standards.

The consultant will serve as liaison to colleges, universities, professional organizations and other agencies and partners.

They will participate as a member of KDE teams and committees to represent the needs and issues of ELA/literacy instruction and assessment as well as the goals of the Office of Next Generation Learners.

The literacy consultant will serve as a resource for information pertaining to literacy planning to local school district personnel, teachers, parents and others.  
Perform other duties as required.

The contract cost for 225 days of the district employee's 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.

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.

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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.

**BILLING:**

Contract contact: Martha Johnson, Division of Budgets, Kentucky Department of Education, 500 Mero Street – 16th 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 adjusting 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, 2013 start date. Due to error in calculation at the district level another modification is necessary.

Previous Contract \$ 74,174

Increase \$ 400

Current Contract \$ 74,574

Current Budget

Salary: \$ 69,402

Fringe Benefits: \$ 2,636

Indirect Cost: \$ 2,536

Total Contract Amount \$ 74,574

Previous modification is adjusting 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, 2013 start date.

Previous Budget

Salary: \$ 69,023

Fringe Benefits: \$ 2,629

Indirect Cost: \$ 2,522

Total Contract Amount \$ 74,174

Original Budget

Salary: \$ 63,975

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Fringe Benefits: \$ 2,537  
Indirect Cost: \$ 2,088  
Total Current Cost \$ 68,600  
3% adjustment allowance \$ 2,058  
Total Contract Amount \$ 70,658

**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.

**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:**

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration

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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



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

**FINAL 1-16-2014**

Individual Name: Mikaka Hardaway (Overstreet)

KDE Position Title : Elementary Literacy Consultant

Vendor/School District: Jefferson Co

Total Amount of Contract: \$74,574 **ORIGINAL CONTRACT AMOUNT \$ 70,658.00  
CONTRACT MODIFICATION NEEDED**

**District Salary Information**

\$58,503 187 = \$312.85  
Total District Days District Daily Rate

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

Total District Salary \$58,503

Stipend \$0

Total District Salary and Stipend \$58,503

**KDE Contract Salary Information**

<u>\$292.24</u>	x	<u>1</u>	<u>\$292.24</u>	x	<u>48</u>	<u>\$14,027</u>
<u>\$312.85</u>	x	<u>1</u>	<u>\$312.85</u>	x	<u>177</u>	<u>\$55,375</u>
District Daily Rate			KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal

\$0 x 1 Total Contract Stipend \$0

Stipend

**KDE Contract Subtotal \$69,402**

**Fringe Benefit information**

	\$ 264	Detailed: Workers Comp	<b>KDE District Salary x .0038</b>
	\$ 60	Detailed: Unempl Ins.	
	\$ 1,006	Detailed: Medicare 1.45%	
General Funds	\$ 960	Detailed: 1.5% KTRS	
MUNIS Prj 1974	\$ 346	Detailed: Misc. Insurance (see below)	
<b>Total District Fringe Benefits</b>			<b>\$2,636</b>

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

<b>3.52%</b>	X	<u>\$72,038</u>	<b>Indirect Cost Total</b>	<u>\$2,536</u>
Indirect Cost Rate		KDE Contract Subtotal & Total District Fringe Benefits	<b>CCW Total</b>	<b>\$74,574</b>

  
Approved: J Cordelia Hardin, CFO/Treasurer

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

For KDE use only:	
PON2	<u>13*</u>
Accounting Template	<u>E7410</u>
Number of Years on Contract	<u>3</u>

MISC. INSURANCE CALCULATIONS				
		Liability	LTD	Life
		39.39	0.0033	0.000124
		39.39	229.03	103.27