



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

**Doc Description:** 21st Century Community Learning Centers

**Doc ID No:** PON2 540 1300000112 4

**Procurement Folder:** 2573766

**Procurement Type:** Memorandum of Agreement

**Administered By:** Thelma Hawkins

**Cited Authority:** FAP111-44-00

**Telephone:** 502-564-1979

**Issued By:** Thelma Hawkins

**Reason For Modification:** The modification is to provide summer programming and supplemental funds to support additional grant activities.

\$224,886 Previous contract amount

\$ 44,000 Modification increase

\$268,886 Revised contract total

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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	21st Century Community Learning Centers		0.00		0.00000	268,886.00	268,886.00

**Extended Description**

Effective Date: September 1, 2012 Expiration Date: September 30, 2014

E74592 E432 Munis 5503 (Federal) CFDA# 84.287

The intent of the 21st Century Community Learning Center funds is to enable communities to design and implement effective out-of-school programs that will result in improved student achievement, and be sustained through community partnerships at the conclusion of the grant funds.

First quarterly payment will be made upon approval of contract and then payments will be made quarterly upon submission of reimbursement request form, munis report/report of expenditures and program progress narrative. Funding for next approved project of grant funds will be made contingent upon completion of current project, program progress and availability of funding.

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

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376761

KDE DIV OF BUDGETS

500 MERO STREET

16TH FLOOR CAPITAL PLAZA TOWER

FRANKFORT

KY 40601

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Total Order Amount:	268,886.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

**1st Party X:** \_\_\_\_\_ Title: for Commissioner Date: \_\_\_\_\_

**2nd Party X:** \_\_\_\_\_ Title: Superintendent Date: \_\_\_\_\_

### Kentucky Department of Education Contract Terms and Conditions

**Scope of Services:**

E74591 E432 Munis 5502(Federal) CFDA# 84.287

The intent of the 21st Century Community Learning Center funds is to enable communities to design and implement effective out-of-school programs that will result in improved student achievement, and be sustained through community partnerships at the conclusion of the grant funds.

Payments will be made quarterly upon submission of reimbursement request form, munis report/report of expenditures and program progress narrative. Funding for next approved project of grant funds will be made contingent upon completion of current project of funding, program progress and availability of funding.

**BILLING:**

Remit all invoices, bills, or requests for payment to: Thelma Hawkins, 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.

**BUDGET:**

Description	Amount
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Salaries	146,000
Benefits	29,886
Contractual	0
Transportation	18,000
Travel	10,000
General Supplies	11,000
Property & Equipment	0
Field Trips, Dues & Registration Fees	0
Indirect Cost	10,000
<b>Total</b>	<b>224,886</b>

5/22/2014

<b>MUNIS#</b>	<b>5503U Summer Funding</b>	<b>5503Z Supplemental Funds</b>	<b>Total</b>
0100 Salaries	5000	27,000	32,000
0200 Benefits	2000	2000	4000
0300 Professional Services			
0400 Purchased Property Services			
0500 Other Purchased Services	1500	3000	4500
0600 Supplies	1000	1500	2500
0700 Property			
0800 Miscellaneous			
0900 Other – Indirect Cost	500	500	1000
<b>TOTAL</b>	<b>\$10,000</b>	<b>\$34,000</b>	<b>\$44,000</b>
<b>FUNDS MUST BE SPENT OR ENCUMBERED BY SEPTEMBER 30, 2014</b>			
<b>NOTE: Salaries cannot be encumbered after 9/30/14</b>			

5503U: Sample Elementary \$5,000, Shelby Elementary \$5,000

5503Z: Sample Elementary \$17,000, Shelby Elementary \$17,000

#### **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.



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**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:**

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

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contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

**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