



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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

Doc Description: Locally Operated Career & Technical Ed Center/Department	
Doc ID No: PON2 540 1500000033 1	Procurement Folder: 3448092
Procurement Type: Memorandum of Agreement	
Administered By: JIM EDWARDS	Cited Authority: FAP111-44-00
Telephone: 502-564-4286	Issued By: JIM EDWARDS

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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	Locally Operated Career & Technical Ed Center/Department		0.00		0.00000	2,908,268.00	2,908,268.00

Extended DescriptionEffective date: July 15, 2014; Expiration Date: June 30, 2015
E7562 E431 Munis 106A

The Local Board of Education (BOE) shall operate the Career & Technical Center or Department and shall provide all instructional and supervisory staff and assume all operational responsibility for the center. The BOE agrees to provide and maintain the facilities and to utilize the facility for career and technical education programs in accordance to 705 KAR 3:141. The BOE agrees to offer career and technical education programs based on occupational skill standards that support the objectives of the learning goals and academic expectations for all students. KDE must approve program changes prior to their implementation. If programs and/or enrollment decreases, KDE may amend this agreement and reduce funding accordingly. The BOE agrees to employ all administrative and instructional staff in compliance with Education Professional Standards Board certification standards. Compensation will be based on training and teaching experience and in accordance with the single salary schedule as promulgated by the BOE. Salaries are to be budgeted for the administration and operation of the local Career & Technical Education Center or Department only. The BOE agrees to fully cooperate with KDE in all monitoring, reporting and evaluation activities.

Method of Payment: Payments will be made quarterly upon approval of contract. Contract amount is tentative. A mid-year amendment adjusting award amount will occur when current year enrollment data becomes available. Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final MUNIS report.

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O478026
EC CAREER/TECH ED CENTRAL OFC.
500 MERO ST CPT20TH FL
FRANKFORT KY 40601
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Total Order Amount:	2,908,268.00
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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: _____ Date: _____

**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions
Revised January 2012**

**SCOPE OF SERVICES:
E7562 E431 Munis 106A**

The Local Board of Education (BOE) shall operate the Career & Technical Center or Department and shall provide all instructional and supervisory staff and assume all operational responsibility for the center. The BOE agrees to provide and maintain the facilities and to utilize the facility for career and technical education programs in accordance to 705 KAR 3:141. The BOE agrees to offer career and technical education programs based on occupational skill standards that support the objectives of the learning goals and academic expectations for all students. KDE must approve program changes prior to their implementation. If programs and/or enrollment decreases, KDE may amend this agreement and reduce funding accordingly. The BOE agrees to employ all administrative and instructional staff in compliance with Education Professional Standards Board certification standards. Compensation will be based on training and teaching experience and in accordance with the single salary schedule as promulgated by the BOE. Salaries are to be budgeted for the administration and operation of the local Career & Technical Education Center or Department only. The BOE agrees to fully cooperate with KDE in all monitoring, reporting and evaluation activities.

Method of Payment: Payments will be made quarterly upon approval of contract. Contract amount is tentative. A mid-year amendment adjusting award amount will occur when current year enrollment data becomes available. Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final MUNIS report.

BILLING: Remit all invoices, bills, or requests for payment to: Lea Lewis, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email Lea.Lewis@educaton.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.

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BUDGET:

Description	Amount
Salaries	
Benefits	
Educational Consultants	
Other Professional Services	
Purchased Property Services	
Postage, Printing	
Travel	
General Supplies	
Property & Equipment	
Dues & Registration Fees, Field Trips, Student Transportation	
Total	

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 technical 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 day's written notice of termination of the contract.

If the contract funding is reduced, then the scope of work related to the contract may also be reduced, upon mutual agreement of both parties and commensurate with the reducing in funding. This reduction of scope shall not be considered a breach of 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. The state agency shall provide the contractor thirty (30) calendar days written notice of reduction of the contract, and a commensurate change in scope of work shall be negotiated with contractor.

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

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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.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction 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 County Circuit Court of the Commonwealth of Kentucky.

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:

 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.