



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: FY15-Alternative Certification Elem. and Secondary (ACES)

Doc ID No: PON2 540 1500000624 1

Procurement Folder: 3554027

Procurement Type: Memorandum of Agreement

Administered By: Kristin Burton

Cited Authority: FAP111-44-00

Telephone: 502-564-1979

Issued By: Kristin Burton

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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	Alternative Certification Elementary Secondary Program		0.00		0.00000	110,000.00	110,000.00

Extended Description

Contract Period-September 30, 2014-June 30, 2015

THE ACES PROGRAM (ALTERNATIVE CERTIFICATION ELEMENTARY & SECONDARY) IS DESIGNED TO PROVIDE FINANCIAL AND ACADEMIC ASSISTANCE FOR TEACHERS SEEKING ALTERNATE ROUTES OF TEACHER CERTIFICATION. JEFFERSON CO PUBLIC SCHOOLS WILL PROVIDE FIELD-BASED SERVICES FOR THE COORDINATION AND TECHNICAL ASSISTANCE OF THIS INITIATIVE WITH LOCAL EDUCATIONAL AGENCIES, INSTITUTES OF HIGHER EDUCATION, AND FUTURE EDUCATORS ASSOCIATIONS THROUGH THE DIVISION OF EDUCATOR RECRUITMENT & RETENTION.

CONTRACT CONTINGENT ON AVAILABILITY OF FUNDS.

PAYMENT WILL BE MADE ON A REIMBURSEMENT BASIS FROM MUNIS EXPENDITURE REPORTS SUBMITTED QUARTERLY BY THE VENDOR. FINAL EXPENDITURE REPORT MUST BE SUBMITTED NO LATER THAN JULY 2 OF EACH YEAR TO BE PAID. AUTOMATIC RENEWAL OF CONTRACT SHOULD NOT BE ASSUMED BY THE VENDOR.

Method of Payment-Payment based on reimbursement from monthly invoices from the vendor. Invoices are to be submitted no later than 10 calendar days following the end of each semester. Invoices must include contract number, a list of students receiving scholarships and amounts, student identification number and semester. A final invoice must be received no later than July 3, 2015.

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 invoice.

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

Extended Description

B I L L T O	376761 KDE DIV OF BUDGETS 500 MERO STREET 16TH FLOOR CAPITAL PLAZA TOWER FRANKFORT KY 40601 US	S H I P T O	
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Total Order Amount:	110,000.00
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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: _____

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

SCOPE OF WORK:

THE ACES PROGRAM (ALTERNATIVE CERTIFICATION ELEMENTARY & SECONDARY) IS DESIGNED TO PROVIDE FINANCIAL AND ACADEMIC ASSISTANCE FOR TEACHERS SEEKING ALTERNATE ROUTES OF TEACHER CERTIFICATION. JEFFERSON CO PUBLIC SCHOOLS WILL PROVIDE FIELD-BASED SERVICES FOR THE COORDINATION AND TECHNICAL ASSISTANCE OF THIS INITIATIVE WITH LOCAL EDUCATIONAL AGENCIES, INSTITUTES OF HIGHER EDUCATION, AND FUTURE EDUCATORS ASSOCIATIONS THROUGH THE DIVISION OF EDUCATOR RECRUITMENT & RETENTION.

BILLING: Remit all invoices, bills, or requests for payment to Kristin Burton, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to 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: \$110,000

FY15 Scholarships-\$110,000

METHOD OF PAYMENT:

Method of Payment-Payment based on reimbursement from monthly invoices from the vendor. Invoices are to be submitted no later than 10 calendar days following the end of each semester. Invoices must include contract number, a list of students receiving scholarships and amounts, student identification number and semester. A final invoice must be received no later than July 3, 2015.

This contract authorizes funding for the FY15 (2014-2015) fiscal year based upon the availability of funds.

BILLING:

Remit all invoices, bills, or requests for payment to: Kristin Burton, Division of Budgets, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601. Emailed invoices will be accepted. Please email to Kristin.Burton@education.ky.gov

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Financial Reports:

A final invoice must be filed within sixty 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 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.

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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