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Rm 12-3-14

## Commonwealth of Kentucky

## CONTRACT

## IMPORTANT

Show Doc ID number on all packages,  
invoices and correspondence.**Doc Description:** Personnel MOA-Edu Recovery Specialist- Rhonda Niemi**Doc ID No:** PON2 540 1400002692 3**Procurement Folder:** 3370545**Procurement Type:** Memorandum of Agreement**Administered By:** Nicole Crosthwaite**Cited Authority:** FAP111-44-00**Telephone:** 502-564-1979**Issued By:** Nicole Crosthwaite**Reason For Modification:** This modification is to reduce the amount of the contract due to Ms. Niemi's resignation. Effective resignation date was October 1, 2014. The contract days are being reduced from 215 days to 58 days.

Original Contract \$ 126,845

Decrease \$ 88,835

Current Contract \$ 38,010

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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	Personnel MOA-Edu Recovery Specialist- Rhonda Niemi		0.00		0.00000	38,010.00	38,010.00

**Extended Description**

Effective date: July 1, 2014 - June 30, 2015

Accounting Template E86224 100% Federal Funds  
CFDA # 84.010 MUNIS # 320AE

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

Name: Rhonda Niemi

Title: Educational Recovery Specialist

Location: Office of Next Generation Schools &amp; Districts

The Educational Recovery Specialist (ERS) will be responsible for working with staff in a persistently low achieving school as identified through the criteria set forth in No Child Left Behind, KRS 160.346 and the Kentucky Department of Education regulations with any and all functions relating to instruction and school improvement with an emphasis on reading and math. The ERS will be under the authority of the Office of Next Generation Schools & Districts, the Kentucky Department of Education.

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.

The contract amount for the district employees services includes contract salary (KDE contract 215 days reduced to 58 days),

**Extended Description**

district level stipend, ERS stipend, fringe benefits and school districts indirect costs. The total contract amount includes a 3% adjustment allowance.

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>	38,010.00
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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 WORK:**

The Educational Recovery Specialist (ERS) will assist and support staff in the following areas:

Curriculum (ensures curriculum is aligned with state and local standards and implemented through a systematic process)

Assessment (work with staff to ensure rigorous and authentic assessments; inform and improve instruction to meet the needs of all students)

Instruction (assist teachers in developing and implementing effective and varied, research-based instructional strategies to be used in all classrooms)

Culture (help provide resources and activities that will make the school function as an effective learning community to support and promote a safe and orderly environment that encourages learning)

Support Services and Resources (assist staff in working with families and community groups to remove barriers to learning)

Professional Development (seek and provide appropriate, relative professional development opportunities for teachers and administrators and work with teachers to identify areas of growth that will enhance their teaching skills)

School Leadership (help identify ways to focus instructional decisions of the school council and school leadership teams around support for teaching and learning and developing leadership skills)

Organization (work to assist in organizing the school around all available resources to ensure maximum effectiveness)

Planning (development, implementation, monitoring, communication, and evaluation of the comprehensive school improvement plan)

Compliance Issues (help carry out activities identified in the School Improvement Grant)

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.

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**BASIC FUNCTION:** The Educational Recovery Specialist (ERS) will be responsible for working with staff in a persistently low achieving school as identified through the criteria set forth in No Child Left Behind, KRS 160.346 and the Kentucky Department of Education regulations with any and all functions relating to instruction and school improvement with an emphasis on reading and math.

**DISTINGUISHING CHARACTERISTICS:** The Educational Recovery Specialist (ERS) will be under the authority of and the leadership of Office of Next Generation Schools & Districts, the Kentucky Department of Education. An Educational Recovery Specialist must hold appropriate certification and have successful teaching and/or administrative experience. Contracts with the Kentucky Department of Education will be in the form of a Memorandum of Agreement between the Kentucky Department of Education and the contractor's home district.

**EVALUATION AND ACCOUNTABILITY:** The Educational Recovery Specialist (ERS) will be evaluated by the Office of Next Generation Schools & Districts, the Kentucky Department of Education, and will be held accountable for providing assistance to school leadership and staff that leads to improvement in student achievement as measured by state and national assessments and identified goals.

**SALARY:** District Salary per day multiplied by 215 reduced to 58 (number of contract days) and any district level stipend plus 15% ERS stipend equals total salary not to exceed \$95,000.

The contract cost for the district employee's services includes FY 2014 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2015 costs are not available for an effective date of July 1, 2014, an additional 3% of the contract cost is being added to the total amount of the original contract.

When FY 2015 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.

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: Nicole Crosthwaite, 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.

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This modification is to reduce the amount of the contract due to Ms. Niemi's resignation. Effective resignation date was October 1, 2014. The contract days are being reduced from 215 days to 58 days.

Original Contract \$ 126,845  
Decrease \$ 88,835  
Current Contract \$ 38,010

#### Current Budget

Salary: \$ 28,660  
Fringe Benefits: \$ 8,040  
Indirect Cost: \$ 1,310  
Total Contract Amount \$ 38,010

#### Original Budget

Salary: \$ 95,000  
Fringe Benefits: \$ 23,963  
Indirect Cost: \$ 4,187  
Total Current Cost \$ 123,150  
3% Adjustment Allowance \$ 3,695  
Total Contract Amount \$ 126,845

#### 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.

#### 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.

#### Choice of Law and Forum Provision:

All questions to the execution, validity, interpretation and performance of this agreement shall be

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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.

**Federal Funding Accountability and Transparency Act Compliance:**

For agreements that include Federal funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. Details on how to register and acquire a DUNS number are available at <http://fedgov.dnb.com/webform>, and are free for all entities required to register for grant awards under these provisions. The Second Party must disclose to KDE the names of the top five executives and total compensation to each, if:

More than 80% of the Second Party's annual gross revenues originate from the federal government, and those revenues are greater than \$25,000.00 annually, and

Compensation information is not already available to the public (such as, through reporting to the SEC).

**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

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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.

**2014-2015 SCHOOL YEAR DISTRICT MOA  
CONTRACT CALCULATION WORKSHEET**

**FINAL DUE TO RESIGNATION  
10/1/2014**

Individual Name: Rhonda Niemi

KDE Position Title: Educational Recovery Specialist (ERS)

Vendor/School District: Jefferson Co

Total Amount of Contract: \$38,009

**District Salary Information**

<u>\$83,690</u>	<u>/</u>	<u>195</u>	=	<u>\$429.18</u>
Total District Salary		Total District Days		District Daily Rate

Purpose of District Stipend:

Total District Salary \$83,690

District Stipend \$0

Total District Salary and District Stipend \$83,690

**KDE Contract Salary Information**

<u>\$429.18</u>	x	<u>58</u>	=	<u>\$24,892</u>
KDE Contract Daily Rate		KDE Contract Days		KDE Salary Subtotal

FY15 Contractual Increase-One Time Payment \$29

KDE Salary Subtotal + District Stipend \$24,922

**ERS Stipend \$3,738**

KDE Contract Subtotal \$24,922 X 115% = \$28,660

**KTRS contributions should not be reported on this stipend.**

\$95,000

**Final KDE Contract Subtotal \$28,660**

**ERS CAP**

**Fringe Benefit Information**

109 Detailed: Workers Comp

0 Detailed: Unemployment Insurance

368 Detailed: Medicare

162 Detailed: Misc. Insurance (Life/Liability/LTD)

**Federal Funds** 7,401 Detailed: Fed KTRS & Health Ins (KTRS = \$8,621, Fed Health = \$3,157)

CFDA # 84.010

MUNIS # 320AE

**Total District Fringe Benefits \$8,039**

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

<u>3.57%</u>	X	<u>\$36,699</u>	=	<u>\$1,310</u>
Indirect Cost Rate		Final KDE Contract Subtotal and Total District Fringes		Indirect Cost Total

**KDE Contract Total \$38,009**

*Cordelia Hardin*  
Cordelia Hardin, CFO/Treasurer

Signature of Superintendent:

*Rhonda M. Hargen* Date: 11-24-14

For KDE use only:

Contract # PON2	<u>14*2692</u>
Accounting Template	<u>E86224/E156</u>
Number of Contract Years	<u>2</u>