



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

<b>Doc Description:</b> 2015 Teacher of the Year	
<b>Doc ID No:</b> PON2 540 1500001235 1	<b>Procurement Folder:</b> 3712923
<b>Procurement Type:</b> Memorandum of Agreement	
<b>Administered By:</b> Susan Ronca	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 564-1979	<b>Issued By:</b> Susan Ronca

 C  
O  
N  
T  
R  
A  
C  
T  
O  
R

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	2015 Teacher of the Year		0.00		0.00000	25,000.00	25,000.00

**Extended Description**

Contract Period: March 16, 2015-June 30, 2015

Scope of Services: Funds are provided to support the Teacher of the Year's expenses incurred resulting from the activities throughout the state representing/promoting education. Funds may also be used for professional development, professional resources, conferences, classes for additional certification and travel.

Method of Payment: One-half (1/2) to be paid upon approval of contract with remaining balance to be paid upon receipt of final expenditure report. A final expenditure report must be submitted within 5 days of the contract expiration date.

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

 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

<b>Total Order Amount:</b>	25,000.00
----------------------------	-----------

1500001235	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> 2015 Teacher of the Year	<b>Page 2</b> <b>of 5</b>
------------	---------------------------------------	---	------------------------------

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:** \_\_\_\_\_

1500001235	<b>Document Phase</b> Draft	<b>Document Description</b> 2015 Teacher of the Year	<b>Page 3</b> of 5
------------	--------------------------------	---	-----------------------

**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 WORK:**

Funds are provided to support the Teacher of the Year's expenses incurred resulting from the activities throughout the state representing/promoting education. Funds may also be used for professional development, professional resources, conferences, classes for additional certification and travel.

Questions regarding other allowable expenses may be directed to Donna Melton at [Donna.Melton@education.ky.gov](mailto:Donna.Melton@education.ky.gov).

**BILLING:** Remit all invoices, bills, or requests for payment to: Susan Ronca, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to [Susan.Ronca@education.ky.gov](mailto:Susan.Ronca@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:**

<b>MUNIS CODE</b>	<b>401AT</b>
0580 Travel	\$17,000.00
0300 Professional Development	\$ 8,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

**NOTE:** Section 75.562 of EDGAR states indirect cost is limited to 8% for educational training grants or other educational services, regardless of the rate negotiated with the cognizant agency. The difference between the 8% limit and the grantee's negotiated rate may not be used for cost sharing or matching purposes, charged to direct cost categories, or charged to another Federal award.

Some programs contain prohibitions against recovery of any indirect costs. Under grants received from one of these programs, a grantee may not charge to a direct cost category in its budget a cost that would be treated as an indirect cost in other situations, nor may those unrecovered indirect costs be charged to other Federal awards.

**METHOD OF PAYMENT:**

One-half (1/2) to be paid upon approval of contract with remaining balance to be paid upon receipt of final expenditure report. A final expenditure report must be submitted within 5 days of the contract expiration date.

1500001235	<b>Document Phase</b> Draft	<b>Document Description</b> 2015 Teacher of the Year	<b>Page 4</b> of 5
------------	--------------------------------	---	-----------------------

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

**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.

**Choice of Law and Forum**

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

**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.

**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.



1500001235	<b>Document Phase</b> Draft	<b>Document Description</b> 2015 Teacher of the Year	<b>Page 5</b> of 5
------------	--------------------------------	---	-----------------------

**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 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.