



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Community Education	
Doc ID No: PON2 540 1500001524 1	Procurement Folder:
Procurement Type: Memorandum of Agreement	
Administered By: Kristin Burton	Cited Authority: FAP111-44-00
Telephone: 502-564-1979 # 4346	Issued By: Kristin Burton

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KY 40033

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Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Community Education		0.00		0.00000	20,000.00	20,000.00

Extended Description

Effective Date: July 1, 2015 Expiration Date: June 30, 2016.
Accounting Template-E7450
MUNIS# 110B

Funds will be used to implement a comprehensive countywide education program that supports the implementation of Senate Bill 1 (2009) by hiring a full-time Community Education director to address the goals of the Kentucky Board of Education and meet the requirements stated in KRS 160.155 defining the educational purpose and other services based on community needs. By signing this contract, vendor is also agreeing to the attached "Community Education Assurances".

Method of Payment: 50% payment to be made upon approval of contract with balance to be paid in the fourth quarter 2016. 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.

This contract authorizes funding for the contract period based upon the availability of funds and completion/submission of required documentation and program progress.

B I L L T O	376761	S H I P T O	
	KDE DIV OF BUDGETS		
	500 MERO STREET		
	16TH FLOOR CAPITAL PLAZA TOWER		
	FRANKFORT		
	US		
	KY 40601		

Total Order Amount: 20,000.00

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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:

Funds will be used to implement a comprehensive countywide education program that supports the implementation of Senate Bill 1 (2009) by hiring a full-time Community Education director to address the goals of the Kentucky Board of Education and meet the requirements stated in KRS 160.155 defining the educational purpose and other services based on community needs.

As part of KRS.160.156 State plan for community education—Grant Program “Districts shall provide a twenty-five percent (25%) cash match in order to receive state community education funding.” By signing this contract, vendor is also agreeing to the attached “Community Education Assurances”.

**COMMUNITY EDUCATION CONTINUATION GRANT ASSURANCES
July 1, 2015 – June 30, 2016**

The district agrees to fund a full-time Community Education Director’s position. The failure of a school district to employ a community education director for at least 220 days per year could severely compromise the district’s ability to provide the services expected of community education programs which encompasses the five components: facility usage, lifelong learning opportunities, volunteerism/citizen involvement, P-12 support and collaboration and to comply with the other requirements of community education programs found in Kentucky Law.

The Community Education director position title will be “Community Education Director” as defined for use in KRS 160.157.

The district has the necessary legal authority to receive the Community Education grant.

The Community Education initiative will be operated in compliance with all applicable state and federal laws including regulations and other policies with administrative issuances by the Kentucky Department of Education, plus submission of reports as required.

The district agrees to provide a 25% cash match. The grant and match will be applied to the Community Education director’s salary only. General fund grant amount is contingent upon availability of funds.

The Community Education director will participate in all scheduled training activities provided by the Kentucky Department of Education for Community Education Directors. Failure in the Community Education Directors attendance in mandatory trainings could result in decreased funding.

The Community Education Director will be a member of the district leadership team, i.e. administrative team, superintendent’s cabinet, central office team, and the district planning committee.

The district will honor reporting deadlines. Failure to do so will result in possible loss of funds.

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Any changes in the contract pertaining to program, staff or budget will be submitted to the Kentucky Department of Education for approval.

Either party may prematurely cancel this contract should funds not become available or unsatisfactory progress toward program development or implementation occur.

All fiscal records and records that document project accomplishments, as reported by the district to the Kentucky Department of Education, will be maintained by the applicant for five years.

Goals

Goal 1 High Student Performance

Community Education will support schools in reducing the drop-out rate, decreasing the number of students who are retained, increase student attendance and provide preparation and planning for life after public school. This will be achieved through the coordination of school volunteers by the Community Education director. Students will be tracked to determine if they are involved in Community Education supported programs that help keep students in school, keep them from being retained, improve their attendance and determine their success rated in their participation in AP, ACT and other indicators.

Goal 3 Strong and Supportive Environment for Each School and Every Child

Community Education directors will work with schools to ensure that every child who is behind is receiving increased supports. They will work with community members to coordinate resources for students at risk and work to increase improvements in existing intervention supports and services for students who need assistance. The collaboration among community members and resources collected will be reported to the Kentucky Department of Education through the Annual Continuation report.

Community Education Directors will be involved in facilitating the sharing of information with parents and community about the requirements of Senate Bill 1 (2009). They will provide trainings to increase parents ease of access to their child's and schools data, electronic instructional resources, teachers and administrators.

Community Education Directors will be a liaison between the schools and the community to help increase community support of public education. In addition to facilitating the sharing of information with the community about Senate Bill 1 (2009), they will increase participation in internships, service learning and other community/business based experiences for students. Training will be provided for school volunteers that will be assisting in the classroom.

Community Education Directors will lead district efforts to raise additional funds to support K-12 education through grant writing, fund raising and community sponsorships. The number of community members involved in volunteering, internships, service learning and other projects, will be reported to the Kentucky Department of Education.

Method of Payment: 50% payment to be made upon approval of contract with balance to be paid in the fourth quarter 2016. 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. This contract authorizes funding for the contract period based upon the availability of funds, completion/submission of required documentation and program progress.

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BILLING: Remit all invoices, bills, or requests for payment to: Kristin Burton, (Kristin.Burton@Education.Ky.Gov) 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
Salaries & Fringes	\$20,000
Total	\$20,000

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.

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

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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 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.

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.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity,

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age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance;

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provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.