



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

|  |                                      |
|--|--------------------------------------|
| <b>Doc Description:</b> Locally Operated Career & Technical Ed Center/Department |                                      |
| <b>Doc ID No:</b> PON2 540 1500002811 1  | <b>Procurement Folder:</b>           |
| <b>Procurement Type:</b> Memorandum of Agreement                                 |                                      |
| <b>Administered By:</b> JIM EDWARDS  | <b>Cited Authority:</b> FAP111-44-00 |
| <b>Telephone:</b> 502-564-4286   | <b>Issued By:</b> JIM EDWARDS        |

|  |                          |
|--|--------------------------|
| <b>C<br/>O<br/>N<br/>T<br/>R<br/>A<br/>C<br/>T<br/>O<br/>R</b> | 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    | 2,508,725.00 | 2,508,725.00 |

**Extended Description**

Effective date: July 1, 2015; Expiration date: June 30, 2016

**SCOPE OF SERVICES:**

E7562 E431 Munis 106B

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 upon approval of contract in the 2nd quarter and in the 4th quarter. 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.

Extended Description

|                                |                                |                                |  |
|--------------------------------|--------------------------------|--------------------------------|--|
| B<br>I<br>L<br>L<br><br>T<br>O | 478026                         | S<br>H<br>I<br>P<br><br>T<br>O |  |
|                                | EC CAREER/TECH ED CENTRAL OFC. |                                |  |
|                                | 500 MERO ST CPT20TH FL         |                                |  |
|                                | FRANKFORT KY 40601<br>US       |                                |  |

|                     |              |
|---------------------|--------------|
| Total Order Amount: | 2,508,725.00 |
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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: Superintendent Date: \_\_\_\_\_

**Memorandum of Agreement Terms and Conditions for Agreements  
Between A State Agency and Other Governmental Body or Political Subdivision  
Terms and Conditions  
Revised April 2015**

**Scope of Services:**

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E7562 E431 Munis 106B**

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**Method of Payment:** Payments will be made upon approval of contract in the 2<sup>nd</sup> quarter and in the 4<sup>th</sup> quarter. 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: Jim Edwards, Office of Career and Technical Education, Kentucky Department of Education, 500 Mero Street – 20<sup>th</sup> Floor, Frankfort, KY 40601, or email jim.edwards@education.ky.gov.

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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:**

| Description   | Amount      |
|---|-------------|
| Salaries  | \$2,378,850 |
| Benefits  | \$129,875   |
| Educational Consultants                                       |             |
| Other Professional Services                                   |             |
| Purchased Property Services                                   |             |
| Postage, Printing   |             |
| Travel  |             |
| General Supplies  |             |
| Property & Equipment  |             |
| Dues & Registration Fees, Field Trips, Student Transportation |             |
| Total   | \$2,508,725 |

**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:**

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.

**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.

**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

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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.

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.

**Discrimination:**

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

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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; 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.

#### **Minimum Wage for the Commonwealth's Service Providers**

The contractor, and all subcontractors therein, shall pay to any worker directly performing a service called for in the contract, and to any person who provides a service ancillary thereto for at least 20% of his or

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her working time in any given work week, a minimum of \$10.10 per hour, or \$4.90 per hour for tipped employees, for those hours worked in connection with the contract.