



# Commonwealth of Kentucky

## CONTRACT

### IMPORTANT

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

<b>Doc Description:</b> Personnel MOA - Educational Consultant - Veda McClain	
<b>Doc ID No:</b> PON2 540 1600000254 1	<b>Procurement Folder:</b> 3980615
<b>Procurement Type:</b> Memorandum of Agreement	
<b>Administered By:</b> Nicole Crosthwaite	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 502-564-1979	<b>Issued By:</b> Nicole Crosthwaite

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	Personnel MOA - Educational Consultant - Veda McClain		0.00		0.00000	96,501.00	96,501.00

### Extended Description

Effective dates: August 10, 2015 - June 30, 2016

100% General Funds

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

Name: Veda McClain

Title: Elementary Literacy Consultant

Location: Office of Next-Generation Learners

Job Description: The consultant will work under general direction; provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in the area of literacy. They will provide technical assistance and consultative services to contracted testing companies in English/Language Arts. The literacy consultant will plan, develop, and implement instructional strategies and provide materials related to 21st century curriculum content, instruction, interventions and assessment for secondary (middle &/or high school) ELA/literacy.

They will develop literacy resources and products to support KY educators, schools and districts.

Implement literacy program goals as identified by the Office of Next Generation Learners and Division of Program Standards.

The contract amount for the district employees services includes contract salary (KDE contract 215 days), district level stipend, fringe benefits and school districts indirect costs. The total contract amount includes a 3% adjustment allowance.

The Kentucky Department of Education reserved the right to redirect the scope of work for this Personnel Memorandum of Agreement in order to focus on Senate Bill 1 and other related activities as appropriate.

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.

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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<b>Total Order Amount:</b>	96,501.00
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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: *Ronnie Ferguson* Title: Superintendent Date: *8/4/15*

*Pending Board Approval*

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

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## SCOPE OF SERVICES:

### Job Description:

The consultant will work under general direction; provide consultative services and technical assistance to local school system personnel, classroom teachers and other state and private agencies in the area of literacy.

They will provide technical assistance and consultative services to contracted testing companies in English/Language Arts.

The literacy consultant will plan, develop, and implement instructional strategies and provide materials related to 21st century curriculum content, instruction, interventions and assessment for secondary (middle &/or high school) ELA/literacy.

They will develop literacy resources and products to support KY educators, schools and districts. Implement literacy program goals as identified by the Office of Next Generation Learners and Division of Program Standards.

The consultant will serve as liaison to colleges, universities, professional organizations and other agencies and partners.

They will participate as a member of KDE teams and committees to represent the needs and issues of ELA/literacy instruction and assessment as well as the goals of the Office of Next Generation Learners.

The literacy consultant will serve as a resource for information pertaining to literacy planning to local school district personnel, teachers, parents and others.  
Perform other duties as required.

The contract cost for 215 days of the district employee's services includes FY 2015 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2016 costs are not available for an effective date of August 10, 2015, an additional 3% of the contract cost is being added to the total amount of the original contract.

When FY 2016 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.



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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.

**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.

**Budget**

Salary: \$ 86,173  
Fringe Benefits: \$ 4,401  
Indirect Cost: \$ 3,116  
Total Current Cost: \$ 93,690  
3% Allowance: \$2,811  
Total Contract Amount: \$96,501

**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.

**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.

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**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.

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.

**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**



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**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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
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, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, 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, 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 contracting 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 such 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 in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) 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, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, 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 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.

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**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



**2015-2016 SCHOOL YEAR DISTRICT MOA  
CONTRACT CALCULATION WORKSHEET**

Individual Name: Veda McClain  
 KDE Position Title : Elementary Literacy Consultant  
 Vendor/School District: Jefferson Co  
 Total Amount of Contract: \$96,502

**District Salary Information**

<u>\$76,153</u>	<u>/</u>	<u>190</u>	<u>=</u>	<u>\$400.81</u>
		Total District Days		District Daily Rate
Total District Salary				\$76,153
Stipend				\$0
Total District Salary and Stipend				\$76,153

Purpose of Stipend: If a district stipend exist, please type over with purpose of stipend.

**KDE Contract Salary Information**

\$400.81	x	1	\$400.81	x	215		\$86,173
District Daily Rate			KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal	
\$0	x	1				Total Contract Stipend	\$0
Stipend						KDE Contract Subtotal	\$86,173

**Fringe Benefit Information**

	<u>327.46</u>	Detailed:	Workers Comp	<u>.0038*KDE Contract Subtotal</u>
	<u>60.00</u>	Detailed:	Unemployment Insurance	
	<u>1,120.13</u>	Detailed:	Medicare (1.45%)	
<b>General Funds</b>	<u>309.39</u>	Detailed:	Misc. Insurance and tax (see below)	
MUNIS # 197B	<u>2,585.20</u>	Detailed:	KTRS (non-fed)3.00%	
<b>Total District Fringe Benefits</b>				<b>\$4,402</b>

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

<u>3.44%</u>	<u>X</u>	<u>\$90,576</u>	<b>Indirect Cost Total</b>	<b>\$3,116</b>
Indirect Cost Rate		Final KDE Contract Subtotal and Total District Fringes	<b>CCW Total</b>	<b>\$93,691</b>
3% adjustment allowance				\$2,811
<b>KDE Contract Total</b>				<b>\$96,502</b>

Approver: *Cordelia Hardin*

J. Cordelia Hardin, CFO/Treasurer

Signature of Superintendent: *Samira M. Hargun*

Date: 8/4/15

For KDE use only:

Contract # PON2  
 Accounting Template E7315/E156  
 Number of Contract Years 2

Misc Insurance			
Liability	LTD	Life	
39.39	0.0030	0.00009	
39.39	216.00	54.00	

*Pending Board Approval*