



Commonwealth of Kentucky

OK AS TO FORM
C.H. 12-8-15

CONTRACT MODIFICATION

IMPORTANT

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

Doc Description: Personnel MOA-Edu Recovery Leader- Clay Holbrook	
Doc ID No: PON2 540 1600000275 2	Procurement Folder: 3982329
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: NICOLE CROSTHWAITE	Cited Authority: FAP111-44-00
Telephone:	

Reason For Modification: This modification is to reduce the amount of the contract due to Mr. Holbrooks resignation. Effective resignation date was November 2, 2015. The contract days are being reduced from 210 days to 55 days.

Original Contract \$ 132,113
Decrease \$ 94,968
Current Contract \$ 37,145

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TREAS JEFFERSON CO

BOARD OF ED PO BOX 34020

LOUISVILLE KY 40232-4020
US

Effective From:

Effective To:

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Personnel MOA-Edu Recovery Leader- Clay Holbrook		0.00		0.00000	37,145.00	37,145.00

Extended Description

Effective date: August 17, 2015 - June 30, 2016

Accounting Template E86224 100% Federal

CFDA # 84.010 MUNIS # 320BE

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

Name: Clay Holbrook

Title: Educational Recovery Leader

Location: Office of Next Generation Schools & Districts

The Educational Recovery Leader (ERL) will be responsible for mentoring of and guidance to the principal 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 instructional leadership and school improvement. The ERL 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 210 days reduced to 55 days), district level stipend, ERL 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 I L T O	376761	S H I P T O	
	KDE DIV OF BUDGETS		
	500 MERO STREET		
	16TH FLOOR CAPITAL PLAZA TOWER		
	FRANKFORT KY 40601		
	US		

Total Order Amount:	37,145.00
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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 Leader (ERL) will mentor and provide guidance in the following areas:

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

Assessment (assists leadership in providing meaningful feedback to staff to ensure rigorous and authentic assessments; inform and improve instruction to meet the needs of all students)

Instruction (assist leadership with planning and monitoring to ensure effective and varied, research-based instructional strategies are used in all classrooms)

Culture (define resources and outline activities that will make the school function as an effective learning community to support and promote a safe and orderly environment that is conducive to learning)

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

Professional Development (seek and provide professional development opportunities for the principal and staff)

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

Organization (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 (following guidelines outlined 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.

BASIC FUNCTION: The Educational Recovery Leader (ERL) will be responsible for mentoring of and guidance to the principal 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 instructional leadership and school improvement.

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DISTINGUISHING CHARACTERISTICS: The Educational Recovery Leader (ERL) will be under the authority of and the leadership of the Office of Next Generations Schools & Districts, the Kentucky Department of Education. An Educational Recovery Leader must hold appropriate certification and have successful leadership 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 Leader (ERL) will be evaluated by the Office of Next Generations Schools & Districts, the Kentucky Department of Education and will be held accountable for providing guidance to school leadership that leads to improvement in student achievement as measured by state and national assessments and identified goals.

SALARY: District Salary per day multiplied by 210 reduced to 55 (number of KDE contract days) and any district level stipend plus 20% ERL stipend equals total salary not to exceed \$105,000.

The contract cost for 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 17, 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.

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 – 16th 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

This modification is to reduce the amount of the contract due to Mr. Holbrook's resignation. Effective resignation date was November 2, 2015. The contract days are being reduced from 210 days to 55 days.

Original Contract \$ 132,113

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Decrease \$ 94,968
Current Contract \$ 37,145

Current Budget

Salary: \$ 29,374
Fringe Benefits: \$ 6,536
Indirect Cost: \$ 1,235
Total Contract Amount: \$ 37,145

Original Budget

Salary: \$ 100,472
Fringe Benefits: \$ 23,527
Indirect Cost: \$ 4,266
Total Current Cost: \$ 128,265
3% adjustment allowance: \$ 3,848
Total Contract Amount: \$ 132,113

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 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.

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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 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.

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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 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

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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.

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

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

Individual Name: Clay Holbrook

KDE Position Title: Educational Recovery Specialist (ERL)

Vendor/School District: Jefferson Co

Total Amount of Contract: \$37,145

District Salary Information

\$95,688	<u>/</u>	215	=	\$445.06
Total District Salary		Total District Days		District Daily Rate

Purpose of District Stipend:

Total District Salary \$95,688

District Stipend

Total District Salary and District Stipend \$95,688

KDE Contract Salary Information

\$445.06	x	55	\$24,478
KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal

KDE Salary Subtotal + District Stipend \$24,478

KDE Contract Subtotal \$24,478 X 120% = \$29,374

ERL Stipend \$4,896

KTRS contributions should not be reported on this stipend.

\$105,000

ERL CAP

Final KDE Contract Subtotal \$29,374

Fringe Benefit Information

88.19

Detailed: Workers Comp

Detailed: Unemployment Insurance

373

Detailed: Medicare

Federal Funds

2,133

Detailed: Misc. Insurance & tax

CFDA # 84.010

3,942.28

KTRS

MUNIS # 320BE

Total District Fringe Benefits

\$6,536

Indirect Cost Calculation & KDE Contract Total Information

3.44%

X

\$35,910

Indirect Cost Total

\$1,235

Indirect Cost Rate

Final KDE Contract Subtotal
and Total District Fringes

KDE Contract Total

\$37,145

Approved by: J. Cordelia Hardin, CFO./Treasurer

Signature of Superintendent:

Date:

For KDE use only:	
Contract # PON2	
Accounting Template	<u>E86224/E156</u>
Number of Contract Years	<u>2</u>

Misc Insurance			
Liability	LTD	Life	
39.39	0.003	0.000090	
0.00	73.42	22.05	
FED	FED HEALTH	FED ADMIN	FED LIFE
KTRS	11mths	11 mths	11mths
0.16105	717.66	7.34/mth	1.00/mth
3,942.23	2,013.75	20.60	2.81