



Commonwealth of Kentucky

OK AS TO FORM
C.H. 2/23/16

CONTRACT MODIFICATION

IMPORTANT

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

Doc Description: Minority Supt. Internship Prog-Geneva Stark

Doc ID No: PON2 540 1500002676 2

Procurement Folder: 3900758

Procurement Type: Memorandum of Agreement

Record Date:

Issued By: NICOLE CROSTHWAITE

Cited Authority: FAP111-44-00

Telephone:

Reason For Modification: This modification is adjusting the amount of salary, fringes, and indirect cost paid to the district due to a change in the number of days.

Original Contract: \$ 141,605

Decrease: \$ 3,504

Current Contract: \$ 138,101

C
O
N
T
R
A
C
T
O
R

Jefferson County Board of Education

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	Minority Supt. Internship Prog-Geneva Stark		0.00		0.00000	138,101.00	138,101.00

Extended Description

Effective date: July 1, 2015- June 30, 2016

100% General Funds MUNIS# 197B

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

Name: Geneva Stark

Title: Minority Superintendent Internship Program

Location: Office of Next-Generation Learners

The Minority Superintendent Internship Program (MSIP) is designed to help identify and train a pool of highly-qualified and highly-effective minority educational leaders poised to successfully transition into superintendent positions for Kentucky's public school districts. The program provides qualified candidates the opportunity for hands-on mentored experiences with Kentucky superintendents and other educational leaders.

The contract cost of the district employees services includes FY 2015 district salary, district level stipend, fringe benefits and school district indirect costs not to exceed \$138,101.

Since FY 2016 costs are not available for an effective date of July 1, 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.

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.

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.

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

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 KY 40601 US		

Total Order Amount:	138,101.00
---------------------	------------

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 3 of 8
------------	--------------------------------	--	-----------------------

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:** _____

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 4 of 8
------------	--------------------------------	--	-----------------------

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

SCOPE OF SERVICES:

The Minority Superintendent Internship Program (MSIP) is designed to help identify and train a pool of highly-qualified and highly-effective minority educational leaders poised to successfully transition into superintendent positions for Kentucky's public school districts. The program provides qualified candidates the opportunity for hands-on mentored experiences with Kentucky superintendents and other educational leaders.

The MSIP initiative supports leadership transformation and promotes a united effort to address not only diversity but also the true identification of a highly qualified educator workforce. This nontraditional leadership development program responds to the appreciation that a minority school superintendent may be faced with unique and complex barriers as an educational leader. The program also recognizes that leadership representing cultural and ethnic groups that make up our society is important to all students and especially minority students as they prepare to compete in a world that is richly diverse. The necessity to establish a pool of diverse individuals prepared to successfully meet the academic and fiscal challenges of accountability in our schools is unparalleled.

MSIP emphasizes the development of leadership skills in the areas of: curriculum/instruction/assessment, management, strategic planning, fiscal oversight, facilities,/transportation, personnel/human resources, public relations, school board policy, and diversity, equity, and poverty programs. Most important the expectation is that these leaders will be well prepared to create conditions and processes that significantly improve student achievement. The goal of MSIP is to enable the interns to interact with highly qualified and highly effective mentors (educational experts) and practicing superintendents in a focused way to broaden their knowledge base about the work of local school district superintendents.

The contract cost of the district employee's services includes FY 2015 district salary, district level stipend, fringe benefits and school district indirect costs not to exceed \$138,101.

Since FY 2016 costs are not available for an effective date of July 1, 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.

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.

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 5 of 8
------------	-------------------------	---	----------------

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

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.

This modification is adjusting the amount of salary, fringes, and indirect cost paid to the district due to a change in the number of days.

Original Contract: \$ 141,605

Decrease: \$ 3,504

Current Contract: \$ 138,101

Current Budget

Salary: \$ 127,364

Fringe Benefits: \$ 6,144

Indirect Cost: \$ 4,593

Total Contract Amount: \$ 138,101

Original Budget

Salary: \$ 126,390

Fringe Benefits: \$ 6,352

Indirect Cost: \$ 4,739

Total Current Cost: \$ 137,481

3% adjustment allowance: \$ 4,124

Total Contract Amount: \$ 141,605

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.

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 6 of 8
------------	--------------------------------	--	-----------------------

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.

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 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

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 7 of 8
------------	-------------------------	---	----------------

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 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

1500002676	Document Phase Draft	Document Description Minority Supt. Internship Prog-Geneva Stark	Page 8 of 8
------------	--------------------------------	--	-----------------------

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:

 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