



# Commonwealth of Kentucky

## CONTRACT

**OK AS TO FORM**

C.H. 6-16-16

**IMPORTANT**

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

**Doc Description:** Biomedical Sciences Grant**Doc ID No:** PON2 540 1600002344 1**Procurement Folder:****Procurement Type:** Memorandum of Agreement**Record Date:****Issued By:** APRIL VERMILLION**Cited Authority:** FAP111-44-00**Telephone:**C  
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Jefferson County Board of Education

PO BOX 34020

LOUISVILLE

KY 40232-4020

US

**APPROVED-FM****MAY 20 2016**

Approved by FAC

**Effective From:** 05/01/2016**Effective To:** 06/30/2016

Line	CL Description	Due Date	Quantity	Unit Price	Contract Amt	Total Price
1	Biomedical Sciences Grant		0.00	0.00000	5,000.00	5,000.00

**Extended Description**

Effective Date: May 1, 2016 Expiration Date: June 30, 2016

E7574 E431 Munis 14LA 14LB

Funds will provide matching money to local school districts for new and sustaining high school Biomedical Sciences Career Pathway utilizing PLTW (Project Lead The Way) curriculum. Kentucky legislation provides funding to both the Council on Postsecondary Education and the Kentucky Department of Education to support Science, Technology, Engineering and Math (STEM) Education initiatives throughout the state. The high school PLTW Biomedical Sciences program has been identified as a STEM initiative for which funding is provided to establish and support this effort. Failure to implement grant, as awarded through the Request for Application, will result in forfeiture of future sustainability funding.

Method of Payment: Lump sum payment upon approval of contract. 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.

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376761

KDE DIV OF BUDGETS

500 MERO STREET

16TH FLOOR CAPITAL PLAZA TOWER

FRANKFORT

KY 40601

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O**Total Order Amount:****5,000.00**

1600002344	Document Phase Draft	Document Description Biomedical Sciences Grant	Page 2 of 6
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: C. Hanna Title: for Commissioner Date: 4-26-16

2nd Party X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

DUNS# \_\_\_\_\_

*Include Data Universal Numbering System (DUNS) Identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)*

Approve as to form and legality for 1st party: Ag. Richard

1600002344	Document Phase Draft	Document Description Biomedical Sciences Grant	Page 3 of 6
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**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:**

Funds will provide matching money to local school districts for sustaining high school Biomedical Sciences Career Pathway utilizing PLTW (Project Lead the Way) curriculum. Kentucky legislation provides funding to both the Council on Postsecondary Education and the Kentucky Department of Education to support Science, Technology, Engineering and Math (STEM) Education initiatives throughout the state. The high school PLTW Biomedical Sciences Program has been identified as a STEM initiative for which funding is provided to establish and support this effort. Failure to implement grant, as awarded through the Request for Application, will result in forfeiture of future sustainability funding.

**Billing:** Remit all invoices, bills, or requests for payment to: April Vermillion, Office of Career and Technical Education, Kentucky Department of Education, 500 Mero Street – 20<sup>th</sup> Floor, Frankfort, KY 40601, or email to: [april.vermillion@education.ky.gov](mailto:april.vermillion@education.ky.gov)

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:**

Lab equipment and supplies necessary for PLTW Biomedical Sciences Pathway instruction	\$3,000.00
Participation Fees	\$2,000.00
Total	\$5,000.00

**NOTE:** Section 75.562 of EDGAR states indirect cost is limited to 8% for educational training grants or other educational services, regardless of the rate negotiated with the cognizant agency. The difference between the 8% limit and the grantee's negotiated rate may not be used for cost sharing or matching purposes, charged to direct cost categories, or charged to another Federal award.

Some programs contain prohibitions against recovery of any indirect costs. Under grants received from one of these programs, a grantee may not charge to a direct cost category in its budget a cost that would be treated as an indirect cost in other situations, nor may those unrecovered indirect costs be charged to other Federal awards.

1600002344	Document Phase Draft	Document Description Biomedical Sciences Grant	Page 4 of 6
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**Method of Payment:**

Lump sum payment upon approval of contract. 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 based upon the availability of funds

**Cancellation Clause:**

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

**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 (directly or indirectly through the state), and those revenues are greater than \$25,000,000 annually, and

\*Compensation information is not already available to the public.

**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 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,

1600002344	Document Phase Draft	Document Description Biomedical Sciences Grant	Page 5 of 6
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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:

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,

1600002344	Document Phase Draft	Document Description Biomedical Sciences Grant	Page 6 of 6
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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.

**Kentucky Department of Education  
Award Notification**

1	<b>Name and Address of Recipient:</b> Agency Name Jefferson County Street Address 3332 Newburg Road City, KY Zip Louisville, KY 40218		7	<b>Fund Type:</b> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other: <input type="checkbox"/>
2	<b>KDE Contact Information:</b> Program Consultant - Phone # Lea Lewis- 502-564-4286 Street Address 500 Mero St., 20 <sup>th</sup> Fl. CPT Budget Contact - Phone # April Vermillion - 502-564-4286 Street Address 500 Mero St., 20th Fl. CPT City, KY Zip Frankfort, Kentucky 40601		8	<b>Method of Payment:</b> Federal Cash Request <input type="checkbox"/> Expenditure Reimbursement <input type="checkbox"/> Automatic Payment <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Receipt of Invoice from Vendor <input type="checkbox"/>
3	<b>Description/Fund Source of Award and Fiscal Year:</b> Description Biomedical Sciences Grant Fund Source State Funds CFDA# N/A MUNIS Project Number 14LB Master Agreement Number		9	<b>Reimbursement Frequency:</b> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input checked="" type="checkbox"/> Lump Sum Payment
4	Grant Authority (Source):		10	<b>Financial Reporting Method:</b> Electronic Submission <input type="checkbox"/> Other <input checked="" type="checkbox"/> Hard Copy Final Report due no later than 09/30/2016
5	Award Amount: \$5,000.00		11	Evaluations: Pathway Evaluation Report due to program office no later than 9/30/2016.
6	Period of Award: 5/20/2016 - 6/30/2016			
12	Consortia/Partnership Members:			
13	Special Instructions/Conditions:			
14	Authorized By (Name/Title): Laura Arnold, Interim Associate Commissioner Office of Career & Technical Education		Date: May 26, 2016	

16\*2344

Kentucky Department of Education  
PLTW Biomedical Sciences Career Pathway Grant Application

Please check which apply:

- ☐ Implementation Grant  
☐ Pathway Completion  
☒ Sustainability

Funding Amount (See Proposed Budget Summary Form): \$5,000

District: Jefferson County Public Schools

Address: 3332 Newburg Road

City: Louisville State KY Zip 40218

School Name: Valley High School

School Name: \_\_\_\_\_

School Name: \_\_\_\_\_

Project Director: Jennifer Hoban Phone: 502-485-8339

Email: jennifer.hoban@jefferson.kyschools.us

I assure the attached application has been reviewed and approved for implementation by all stakeholders and the district and school will comply with all requirements, both technical and programmatic, pertaining to the Bio-Medical Pipeline Grant. Failure to do so could impact future funding. If funds are granted, the Superintendent will submit grant to members of the Jefferson County Board of Education for their review and approval.

Robert K. Stephenson  
Principal

R. Lashon Ashcraft  
Notary Public

[Signature]  
Notary seal  
Superintendent

[Signature]  
Notary Public

Notary seal

2-11-16  
Date

Oct 27, 2018  
My commission expires

2/23/14  
Date

1/27/2019  
My commission expires