Commonwealth of Kentucky
CONTRACT

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Document Description: FY 20 Principal at Marion Co ATC

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Memorandum of Agreement

Reason for Modification:

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Effective From: 2019-07-01 **Effective To:** 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY 20 Principal at Marion Co ATC	$0.000000	$71,635.00	$71,635.00

Extended Description:
Effective date: July 1, 2019; Expiration date: June 30, 2020

SCOPE OF SERVICES: KD128 E150

Funds will be used to support the salary and fringe for the principal of the Marion County ATC. The principal will work under the authority of the Office of Career and Technical Education a nd Student Transition (OCTEST) and travel and related expenses will be paid OCTEST.

Method of Payment: Payment will be made two times per year: December 15, 2019 and June 30, 2020 upon submission of invoice and the OCTEST MOA Reimbursement Form. This contract authorizes funding for the contract period based upon the availability of funds

Shipping Information:	Billing Information:
KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	$71,635.00

Memorandum of Agreement Terms and Conditions

Revised April 25, 2018

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and Marion County Public Schools ("the Contractor") to establish an agreement for serving as evaluators of the project. The initial MOA is effective from July 1, 2019 through June 30, 2020.

Scope of Services:
Marion County Public Schools (MCPS) will assign an employee to the Marion County Area Technology Center (ATC) to serve as Principal. MCPS will pay the salary of the MCPS employee placed in the role of the Kentucky Technical Center Principal and KDE agrees to reimburse MCPS for the salary of the ATC principal up to $ 71,635.00.

Goals/Deliverables:
This MOA is a financial agreement between the parties. The term of this MOA will, by ratification, be effective as of July 1, 2019.

KDE and MCPS through their superintendent, shall agree on a MCPS employee to be assigned to the Marion County Area Technology Center ("ATC") as the Marion County Area Technology Center principal.

The parties agree the job duties of the principal shall include, but not be limited to, those duties listed.

MCPS shall pay the salary of the MCPS employee placed in the role of ATC principal.

KDE agrees to reimburse MCPS for the salary of the ATC principal up to $71,635.00.

It is understood and agreed by MCPS that the Marion County Area Technology Center principal for the ATC will be subject to supervision of KDE, but will be a certified employee to be evaluated with assistance and consultation with KDE.

The MCPS certified employee serving as the principal of the ATC shall be bound by policies and procedures of the MCPS, the policies, procedures and regulations of KDE for the Office of Career and Technical Education and Student Transition, the requirements of the Education Professional Standards Board, and the requirements of the KRS 11A Code of Ethics for executive branch employees.

In the event either party to this Agreement determines the principal is not effectively performing his or her duties and responsibilities, either party may cancel the contract on 30 days' written notice. In the event of the resignation, dismissal, or reassignment of the principal at the ATC, the superintendent of the MCPS shall provide written notice to the KDE. The filling of the vacancy for the principal shall be as required by law and in accord with Paragraph II, above.

KDE and MCPS, by and through each party's Commissioner, Superintendent, or appropriate designee, shall take reasonable action to assure there is no discrimination under this Agreement against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.

If, during the term of this Agreement, or an extension thereof, it is found that a specific provision or language used herein is not valid under federal or state law or regulation, the remainder of the Agreement shall not be affected by such a ruling or determination and all other provisions shall remain in force.

It is understood and agreed that as state agencies none of the parties hereto waive, by entering into this Agreement, any right that either may have to use the defense of sovereign immunity/governmental immunity or other immunity defenses which may be asserted against any party hereto.

Nothing in this Agreement is intended by the parties and shall not be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

Performance Responsibilities:
Works with administrative staff to establish a master schedule which addresses the individual needs of the student body as well as the individual teacher's certification for subjects to be taught.

Collaborates with the administrative staff of feeder districts in organizing school time to maximize academic achievement and access.

Establishes a process for the use of all appropriate assessment data to determine the effectiveness of the curriculum and instruction as well as key transition readiness indicators.

Will monitor the tracking of all students and their progress toward becoming Transition Ready monthly and report to Central Office staff.

Provides leadership to the staff in the development of school based curriculum.

Provides assistance to the guidance program for the enhancement of a student's educational and personal development.

Evaluates and recommends teaching strategies to improve instructional performance.

Monitors teacher lesson plans, curriculum documents and assessments on a regular basis to determine the level of student progress toward Transition Readiness.

Verifies the level of accuracy and/or efficiency of records of attendance, students' grades, and budgetary transactions.

Stays current on educational changes and developments through reading professional literature and attending professional meetings.

Assists in the evaluation of school philosophy and curriculum.

Supervises development of school improvement plans and implementation checks.

Ensures the effective preparation of the school and Perkins budgets and the expenditures of school funds following state procurement policies and procedures.

Evaluates staff and assists them in developing plans for professional improvement specifically, for the purpose of increasing efficiency in graduating all students Career Ready.

Analyzes teachers' certification to maximize the number of Industry Certifications for which each teacher is eligible to provide instruction and assessments.

Provides information to complete local, state and federal reports.

Works closely with supervisory personnel to improve the instructional process.

Implements both district and state CTE projects.

Coordinates with Central Office teacher professional development program for professional staff.

Organizes and monitors the products from department and Data Team meetings.

Collaborates with high school principals to provide co-curricular activities, within acceptable guidelines, that will give support to the total school program.

Establishes regular staff meetings to keep staff informed of policy changes and involve staff in the decision making process.

Develops an effective communication system informing and involving parents and the community in the school's total program of activities.

Holds conferences with parents, teachers and students or any combination thereof when necessary.

Attends special events to recognize student achievement.

Monitors the level of compliance with Title I.

Establishes and maintains a positive, effective learning climate in the school.

Coordinates guidelines for acceptable student conduct.

Arranges and coordinates staff interviews and selection.

Assigns duties and responsibilities to staff.

Completes formal staff evaluations.

Establishes and maintains discipline throughout the school and handles referrals from teachers or bus drivers, as assigned by the principal. This can include referring a student to the Board of Education for possible expulsion.

Assumes responsibility for the general supervision of the student body, staff and educational program of the school.

Ensures an effective orientation for new staff members.

Supervises or assigns supervision for school and school related activities.

Assists substitutes on a daily basis.

Establishes a plan and prepares materials, the building and any other activity related to the opening and closing of the school year.

Works to have the best attendance possible by monitoring tardy's, early dismissals and absenteeism and verifies attendance information and data.

Inspects buildings and grounds on a daily basis in order to evaluate the maintenance of the facility.

Oversees maintenance needs.

Adheres to professional code of ethics as established by Education Professional Standards Board.
Performs other duties as assigned.

Pricing:
Amount not to exceed: $ 71,635.00.
Source of funds: General 100%

Method of Payment:
Payment will be made two times per year: December 15, 2019 and June 30, 2020 upon submission of invoice and the OCTEST MOA Reimbursement Form. This contract authorizes funding for the contract period based upon the availability of funds.

Billing:
Remit all invoices, bills, or requests for payment to: April Vermillion, Office of Career and Technical Education, Kentucky Department of Education, 300 Sower Boulevard – 5th Floor, Frankfort, KY 40601, or email to april.vermillion@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION TERMS & CONDITIONS

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.

Requirements for Reporting to Kentucky Teachers Retirement System:
Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

Federal Funding Accountability and Transparency Act Compliance (applicable for federal)
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.

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.

Uniform Guidance Subpart F—Audit Requirements

The vendor must provide the Kentucky Department of Education with documentation of compliance with audit requirements as required by the Uniform Guidance 2 CFR 200.500-200.507 Cost Principles, Audit, and Administrative Requirements for Federal Awards.

Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:
The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

2.00 Funding Out Provision:
The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 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 agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

4.00 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, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be

deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 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 agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

6.00 Violation of tax and employment laws:
KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

7.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

8.00 Discrimination:
This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, 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.

The Contractor will send to each labor union or representative of workers with which he/ she 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.

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.

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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement 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.

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.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

______________________	Director, Div. of Budgets & Financial Management
Signature	Title
Charles L. Harman, III	______________________
Printed Name	Date

2nd Party:

______________________	______________________
Signature	Title
______________________	______________________
Printed Name	Date

Other Party:

______________________	______________________
Signature	Title
______________________	______________________
Printed Name	Date

Approved as to form and legality:

Approved in eMARS
Kentucky Department of Education Attorney

Applicable for federal funds:

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)

SAMS CAGE Code _____________
Must be registered in the System for Award Management system.