



# Commonwealth of Kentucky

## CONTRACT

**DOC ID NUMBER:**

PON2 415 2000000318

Version: 1

Record Date:

Document Description: Marion County Schools - GEAR UP KY 4.0 Yr 2

Cited Authority: FAP111-44-00NP

Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

**Issuer Contact:**

Name: Ashley Smither  
Phone: 502-892-3059  
E-mail: Ashley.Smither@ky.gov

**Vendor Name:**

MARION COUNTY BOARD OF EDUCATION

755 E MAIN ST

LEBANON

KY 40033

**Vendor No.**

KY0000060

**Vendor Contact**

Name: RUTH ANN COCANOUGHER

Phone: 270-692-3721

Email: RUTH.COCANOUGHER@MARION.KYSCHOOLS.US

Effective From: 2019-10-01

Effective To: 2020-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Marion County Schools - GEAR UP KY 4.0 Yr 2	\$0.000000	\$17,905.00	\$17,905.00

**Extended Description:**

Participating schools will provide support to the GEAR UP KY 4.0 statewide initiatives that benefit the state overall. These costs may include: campus visits, professional development allowance, school events, stipends for peer tutors and teachers, ACT retakes, and travel to GEAR UP mandated/approved trainings.

Source of Funds: Federal GEAR UP KY 4.0.

Method of Payment: Quarterly reimbursement upon receipt of approved invoices.

Effective from: October 1, 2019

Effective to: September 30, 2020

Shipping Information:	Billing Information:
Council on Postsecondary Education 1024 Capital Center Drive Suite 320  Frankfort KY 40601	Council on Postsecondary Education 1024 Capital Center Drive Suite 320  Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$17,905.00</b>
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**MEMORANDUM of AGREEMENT**  
**between**  
**KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION**  
**and**  
**Marion County Schools**

This Memorandum of Agreement ("Agreement") is made and entered into by and between the Kentucky Council on Postsecondary Education ("Council") and Marion County Schools ("Contractor").

**WHEREAS**, the Council is the recipient of a federal grant from the US Department of Education, Award Number P334S180011, which was issued on October 1, 2018;

**WHEREAS**, the Gaining Early Awareness and Readiness for Undergraduate Programs grant (GEAR UP) encourages at-risk middle and high school students to stay in school, study hard, and take the right courses to prepare for college;

**WHEREAS**, this GEAR UP state grant project, known as GEAR UP Kentucky (GUK), is designed to support the shared goals of the GEAR UP program and the Council's Strategic Agenda;

**WHEREAS**, this grant is intended to increase the college-going rate of at-risk students in alignment with its "Every Student Prepared for Postsecondary Success" vision, GUK services for students and families are designed to support four research-based strategies: 1) essential skills and college transition curricula; 2) advising and assessments; 3) campus experiences; and 4) leadership development;

**WHEREAS**, the Contractor meets the federal and state requirements for participation and was selected by the Council to participate in this program;

**WHEREAS**, the Contractor has staff and/or services and/or resources critical to the development of the GEAR UP program;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**SCOPE OF SERVICES**

**A.** The GUK staff will collaborate with the Contractor to develop and submit quarterly expenditure plans according to the following schedule:

Period Covered

October 1 - December 31

January 1 - March 31

April 1 - June 30

July 1 - September 30

The Contractor agrees to maintain separate records of disbursements related to this grant. The Contractor agrees to maintain financial records for eight years following the end of the grant period.

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The Contractor agrees to maintain program files for three years following the end of the grant period.

1. As proposed and approved by the U.S. Department of Education and outlined in the Seven-Year Service Timeline document, the Council will provide services in the following general categories:

**Student and Family Services**

- Curricula
- Advising & Assessments
- Campus Experiences
- Leadership Development

**Institutional Services**

- Professional Development
- Leadership Development
- Peer Learning
- Assessment & Technology

**Community Services**

- Communications Campaign
- Partnership Development
- Statewide Outreach
- Leadership Development

Resources provided by the Council include, but are not limited to:

- CERT assessments for every student in every GUK cohort, up to 3 per year
- Access to CERT online data analysis tools and student remedial instruction, as well as CERT training, to be provided a minimum of two times a year, up to a maximum of 3 times a year, for every student in every cohort of the program;
- Up to \$2000 annually per school for professional development;
- Two classrooms (1 science, 1 math) of Texas Instruments TI-Nspire technology with training & support (middle schools);
- Free participation in annual Institute for a College-Going Commonwealth event; and
- Free participation in biennial regional GEAR UP Teacher Leader Academy.
  - Two classrooms of Texas Instruments TI-Inspire technology with training and support (high schools);
- JR STEM Academy;
- Summer Academy;
- Participation in National Council for Community and Education Partnership's 10-month District Leadership Institute for superintendent or designee (one per district);
- Free participation in annual Institute for a College-Going Commonwealth event; and
- Free participation in biennial regional GEAR UP Teacher Leader Academy.

2. Whenever possible, services provided and the associated costs will be the direct responsibility of the Council; however, any approved local costs associated with the GUK program that the district or school pays will be directly reimbursed by the Council as part of the cost reimbursement process. Only expenditures included in the approved quarterly expenditure plan will be reimbursed.

3. The Contractor agrees to the below:

- Work in good faith with GUK staff to identify and support the best

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Implementation model;

- Maintain open, two-way-channel communication;
- Provide secure, regular in-school workspace for GUK staff;
- Serve as the purchasing agent for appropriate in-school staff technology to be reimbursed by the Council;
- Work with local, state and regional staff to secure transportation to grant- funded enrichment opportunities;
- Identify a single point of contact at each level (school and district);
- Commit to sending staff to GU K's biennial regional Teacher Leader Academy ( at least 3 teachers for each academy);
- Commit to participation in GU K's District Leadership Academy (1 representative from each district office will successfully complete the academy *ONCE* during the grant cycle);
- Commit to participation at the annual Institute for College-Going Culture (5 district and school representatives per Institute);
- Provide opportunity/access for all students to complete GUK's annual survey; and
- Provide opportunity for GUK to administer CERT assessment a minimum of two times annually to all participating cohorts; if applicable.

#### B. Effective Dates

Contract Period: October 1, 2019- September 30, 2020

#### C. Communication

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and shall be addressed as follows:

##### 1. Notification to the Council/GUK shall be provided to:

Missy Brownson Ross, Director of Operations and Partnership  
1024 Capital Center Drive, STE 320  
Frankfort, KY 40601  
502-892-3075  
Missy.Ross@ky.gov

##### 2. Notification to the Contractor shall be provided to:

Ruth Ann Cocanougher  
755 East Main St  
Lebanon, KY 40033  
270-692-3721  
Ruth.Cocanougher@marion.kyschools.us

## II. TRAVEL

The Contractor shall be reimbursed for travel expenses specifically authorized by the specifications of the approved quarterly expenditure plan.

## III. INVOICING AND PAYMENT

A. The Contractor shall request reimbursement by submitting a quarterly invoice to the Council contact listed in Section I of this Agreement. Invoice shall be submitted on a provided District Reimbursement Form. Original or certified copies of receipts must be

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submitted along with the invoice. Invoices are due no later than the 15<sup>th</sup> of the month following the quarter of service.

B. No expenditures shall be reimbursed that are not included on the approved quarterly expenditure plan.

C. The Contractor agrees that expenditures reimbursed under this Agreement will not be used to supplant existing funds.

D. Reimbursement shall not include payments for salaries or benefits for any school personnel under any circumstance, except by the prior written approval of the Council.

E. The total expenses under this Agreement shall not exceed \$17,905.

The Council will make payment to the Contractor within 30 working days of receipt of an itemized undisputed invoice. Final invoice is due within 30 days of contract end date.

#### **IV. REPORTING REQUIREMENTS**

No reporting requirements exist for this Agreement.

#### **V. MATCHING CONTRIBUTION REQUIREMENTS**

No match requirements exist for this Agreement. In the event that a match is identified by the Contractor, a GEAR UP Match Form must be completed and submitted with the quarterly invoice.

#### **VI. GEAR UP Terms and Conditions**

##### **A. Matching Contributions – If Applicable**

Section 404F (694.7) of the Higher Education Act, which regulates the GEAR UP program, requires state grant recipients such as the Council on Postsecondary Education to provide a dollar-for-dollar match (at least 50 percent of the total cost of a GEAR UP project must be paid with State, local, institutional or private funds). Match must be provided by the grantee (the Council) throughout the duration of the project and therefore the Council requires all partners to document cost share and submit match reports (if applicable).

Matching contributions or in-kind services, materials or cash is critical to the documentation process and must attest to the exclusive benefit of such contributions solely for the GEAR UP program. All GUK partners must collect, secure and make available, if requested, the documentation that supports any matching contributions reported.

##### **B. Audit**

The Contractor agrees to adhere to the audit requirements as required by uniform Guidance 2 CFR 200.512. A copy of the Contractor's annual audit if required by 2 CFR 200.512 shall be submitted to the Council no later than nine (9) months after the end of the Contractor's fiscal year.

##### **C. Confidentiality**

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In the event this Agreement results in an exchange of confidential information written or verbal, the Contractor shall maintain said confidentiality unless such nondisclosure of information would constitute a violation of law, except as approved and authorized by a parent or guardian of the student, or as otherwise provided by law in accordance with the provisions of the Privacy Act 1974 (Public Law 93-579), 5 USC § 552a and 20 USC § 12329, et. seq. Fiscal agents of the Council shall require each employee working in the program (whether paid from federal or non-federal funds) to complete the statement of confidentiality.

#### **D. Media Release**

The Council retains oversight for all media releases related to the GEAR UP Kentucky project. All media releases must be approved prior to distribution. All requests for approval for media messages must be submitted to the GUK Director of Operations and Partnership for written approval.

#### **E. Copyright**

The Federal Government, the Council and GEAR UP Kentucky shall retain exclusive ownership of any and all intellectual property and work products first produced under this Agreement. The Federal Government through the Council and GEAR UP Kentucky has the right to:

- a) Obtain, reproduce, or otherwise use the data first produced under this Agreement; and
- b) Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

#### **F. Rights to Re-purpose**

The right to re-purpose, re-distribute or otherwise make use of any intellectual property first produced under this Agreement, for purposes beyond the scope of this Agreement, may be granted by GEAR UP Kentucky, upon request and with written permission.

#### **G. Branding**

Any products first produced under this the Contractor shall carry only the branding (logo, graphic elements, look and feel, etc.) of GEAR UP Kentucky or the Council. In instances where intellectual property is already owned by the Contractor or developer, the Council and GEAR UP Kentucky may request that GEAR UP Kentucky's branding be placed in a prominent location on the products to be distributed under this Agreement.

#### **H. Regulations**

The Contractor shall abide by Title 2 of the code of Federal Regulation (CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulation (if any), and other titles of the CFR that govern the award and administration of this grant.

#### **I. Inventory – If Applicable**

The Contractor agrees to maintain an inventory listing of technology equipment (computers, tablets, etc). The listing shall contain the purchase price of the item, the

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physical location of the item, a short description of the item including make and model, and a serial number if applicable.

#### J. Data Sharing

The Contractor agrees to provide student data to GEAR UP Kentucky for federal reporting purposes in conformance with any state or federal laws pertaining to student data privacy, including by not limited to the Family Educational Rights and Privacy Act (FERPA).



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## **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

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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.

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[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 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

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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,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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## Authorizing Signatures

*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.*

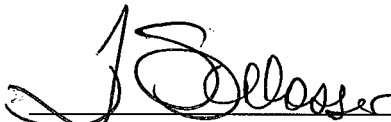
### Council on Postsecondary Education (1st party)

\_\_\_\_\_  
Aaron Thompson, President                      Date

Approved as to form and legality

\_\_\_\_\_  
Travis Powell, General Counsel

### 2<sup>nd</sup> Party

 8/8/2019  
Signature                      Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legality (optional)

\_\_\_\_\_  
Legal or General Counsel