Enc.

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF EDUCATION**
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
*Dr. Henry Webb*, Superintendent of Schools

## *KCSD ISSUE PAPER*

**DATE:**
**June 23, 2020**

**AGENDA ITEM (ACTION ITEM):**
**Consider/Approve Contract and Memorandum of Agreement with the Commonwealth of Kentucky for the 2020-2021 Career and Technical Ed Center/Department Grant**

**APPLICABLE BOARD POLICY:**
**04.61 – Gifts and Grants**

**HISTORY/BACKGROUND:**
**Funding for Career and Technical instruction programs is provided by the State of Kentucky under 705 KAR 2:140 for operation of vocational centers and programs. The funds will be used for staff in the IGNITE Institute programs.**

**FISCAL/BUDGETARY IMPACT:**
**None**

**RECOMMENDATION:**
**Approval of Contract and Memorandum of Agreement with the Commonwealth of Kentucky for the 2020-2021 Career and Technical Ed Center/Department Grant in the amount of $271,531.00.**

**CONTACT PERSON:**
**Susan Bentle**

| | | |
|---|---|---|
| | Susan Bentle | Hwebb/cp |
| *Principal/Administrator* | *District Administrator* | *Superintendent* |

***Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.***
***Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.***

# Commonwealth of Kentucky
## CONTRACT

**DOC ID NUMBER:**
PON2 540 2000004131 **Version:** 1 **Record Date:**

Document Description: Locally Operated Career & Technical Ed Center/Department

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

**Issuer Contact:**

Name: Lea Lewis
Phone: 502-564-1979
E-mail: LeaAnn.Lewis@education.ky.gov

**Vendor Name:**
KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE

FT WRIGHT KY 41017

**Vendor No.** KY0035324

**Vendor Contact**
Name: SUSAN BENTLE
Phone: 859-957-2628
Email: SUSAN.BENTLE@KENTON.KYSCHOOLS.US

**Effective From:** 2020-07-06 **Effective To:** 2021-06-30

| Line Item | Delivery Date | Quantity | Unit | Description | Unit Price | Contract Amount | Total Price |
|---|---|---|---|---|---|---|---|
| 1 | | 0.00000 | | Locally Operated Career & Technical Ed Center/Department | $0.000000 | $271,531.00 | $271,531.00 |

**Extended Description:**
E7562 E431 Munis 106G
Effective start date July 6, 2020; expiration date June 30, 2021

The local Board of Education (BOE) shall: operate the Career & Technical Center or Department; provide all instructional and supervisory staff and; assume all operational responsibility for the center. The BOE agrees to provide and maintain the facilities and to utilize the facility for career and technical education programs in accordance to 705 KAR 2:140.

Half of tentative allocation will be released upon submission of a term one (1) attend hour report to OCTEST, via email with verification of accuracy, on or before November 9, 2020. No changes to data shall be made until December 1, 2020. Final payment will be released after April 1, 2021 but is contingent upon receipt, via email by April 5, 2021, of program changes to be implemented in 2021-2022 or verification no changes will be made for 2021-2022.

The contract amount is tentative as a mid-year amendment adjusting award amount will occur when current year enrollment data becomes available. 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 availability of funds.

| Shipping Information: | Billing Information: |
|---|---|
| KDE - Division of Financial Managment | KDE - Division of Financial Managment |

| | |
|---|---|
| 300 Sower Blvd, 5th Floor, CSW<br>Frankfort KY 40601 | 300 Sower Blvd, 5th Floor, CSW<br>Frankfort KY 40601 |

| | |
|---|---|
| **TOTAL CONTRACT AMOUNT:** | **$271,531.00** |

**Memorandum of Agreement Terms and Conditions**

Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and the Kenton County Board of Education ("the Contractor") to establish an agreement for use of funds under 705 KAR 2:140 to provide for the operation of vocational centers and departments under local control . The initial MOA is effective from July 6, 2020 through June 30, 2021.

**Scope of Services:**

The local Board of Education (BOE) shall: operate the Career & Technical Center or Department; provide all instructional and supervisory staff and; assume all operational responsibility for the center. The BOE agrees to provide and maintain the facilities and to utilize the facility for career and technical education programs in accordance to 705 KAR 2:140.

**Deliverables:**

The BOE: will offer career and technical education programs based on occupational skill standards that support the objectives of the learning goals and academic expectations for all students; request/receive KDE approval for program changes prior to implementation; provide no less than five different occupational programs to students in preparation for entering the workforce or postsecondary education; employ all administrative and instructional staff in compliance with Education Professional Standards Board certification standards; compensation will be based on training and teaching experience and in accordance with the single salary schedule as promulgated by the BOE; salaries are to be budgeted for the administration and operation of the local Career & Technical Center or Department only.

**Pricing:**

| Description | Amount |
|---|---|
| **Salaries** | 259,839.00 |
| **Benefits** | 11,692.00 |
| **Educational Consultants** | |
| **Other Professional Services** | |
| **Purchased Property Services** | |
| **Postage, Printing** | |
| **Travel** | |
| **General Supplies** | |
| **Property & Equipment** | |
| **Dues & Registration Fees, Field Trips, Student Transportation** | |
| **Total** | 271,531.00 |

**Half of tentative allocation will be released upon submission of a term one (1) attend hour report to OCTEST, via email with verification of accuracy, on or before November 9, 2020. No changes to data shall be made until December 1, 2020. Final payment will be released after April 1, 2021 but is contingent upon receipt, via email by April 5, 2021, of program changes to be implemented in 2021-2022 or verification no changes will be made for 2021 -2022.**

The contract amount is tentative as a mid-year amendment adjusting award amount will occur when current year enrollment data becomes available. 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 availability of funds.

## KENTUCKY DEPARTMENT OF EDUCATION TERMS & CONDITIONS

**Discrimination**
The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

**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**

**Revised December 2019**

**1.00 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.

**2.00 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.

**3.00 Cancellation clause:**

Both parties 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.

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**4.00 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 day's written notice of termination of the agreement due to lack of available funding.

**5.00 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.

**6.00 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).

**7.00 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.

**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.