



Commonwealth of Kentucky

CONTRACT MODIFICATION

OK AS TO FORM
A.M.H. 9.17.2021

DOC ID NUMBER:

PON2 540 2100002363

Version: 2

Record Date:

Document Description: Per MOA-Director Diversity, Equity, Inclusion-Damien Sweeney

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: Modification (#1)

9-17-2021

Original Contract: \$120,863

Increase: \$5,395

Current Contract: \$126,258

This modification is to reassign the duties of Mr. Sweeney from a Comprehensive Guidance Counseling Program Coordinator to the KDE Director of Diversity, Equity and Inclusion. It will be adjusting the amount of salary, fringe, and indirect cost paid to the district.

Issuer Contact:Name: Nicole Crosthwaite
Phone: 502-564-1980
E-mail: nicole.crosthwaite@education.ky.gov**Vendor Name:**

JEFFERSON COUNTY BOARD OF EDUCATION

3332 NEWBURG RD

LOUISVILLE

KY 40218

Vendor No.

KY0035849

Vendor Contact

Name: CORDELIA HARDIN

Phone: 502-485-3353

Email: CORDELIA.HARDIN@JEFFERSON.KYSCHOOLS.US

Effective From: 2021-07-01

Effective To: 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Per MOA-Director Diversity, Equity, Inclusion-Damien Sweeney	\$0.000000	\$126,258.00	\$126,258.00

Extended Description:

Effective Date: July 1, 2021 - June 30, 2022

100% General Funds

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

Name: Damien Sweeney
Title: KDE Director of Diversity, Equity and Inclusion
Location: Office of Teaching and Learning

The Director of Diversity, Equity and Inclusion (DEI) will help educators in the Commonwealth understand and implement these terms through strategic planning, presentations, school/district support visits, and more. This position will oversee ESSER funds related to DEI, the program coordinator for comprehensive school counseling and two additional staff members who will endeavor in this work.

The Kentucky Department of Education reserves the right to redirect the scope of work for this Personnel Memorandum of Agreement in order to focus on Senate Bill 1 2009 and other related activities as appropriate

The contract amount for the district employees services includes contract salary (KDE contract up to 230 days), district salary, district level stipend, fringe benefits and school districts indirect costs. The total contract amount includes a 3% adjustment allowance.

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

Method of Payment: Quarterly payments will be made October 15, January 15, April 15, and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

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

TOTAL CONTRACT AMOUNT:	\$126,258.00
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Memorandum of Agreement Terms and Conditions
Revised December 2019

Modification (#1)

9-17-2021

Original Contract: \$120,863

Increase: \$5,395

Current Contract: \$126,258

This modification is to reassign the duties of Mr. Sweeney from a Comprehensive Guidance Counseling Program Coordinator to the KDE Director of Diversity, Equity and Inclusion. It will be adjusting the amount of salary, fringe, and indirect cost paid to the district.

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education ("the Commonwealth") and Jefferson County ("the Contractor") to establish an agreement for a Comprehensive Guidance Counseling Program Coordinator Kentucky Department of Education (KDE) Director of Diversity, Equity and Inclusion position. The initial MOA is effective from July 1, 2021 through June 30, 2022.

Scope of Services:

~~Provide consultative services and technical assistance to school counselors, local school system personnel, CTE coordinators, district and school administrators, and other state and private agencies in planning, developing, implementing and evaluating a career and college advising program that ensures student success.~~

The Director of Diversity, Equity and Inclusion (DEI) will help educators in the Commonwealth understand and implement these terms through strategic planning, presentations, school/district support visits, and more. This position will oversee ESSER funds related to DEI, the program coordinator for comprehensive school counseling and two additional staff members who will endeavor in this work.

Job Description:

~~Develop, modify and/or disseminate guidance, presentations, and best practices around the creation and use of Individual Learning Plans (ILPs) for students to districts and schools.~~

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Serve as the point of contact for minimum high school graduation requirements, dual credit, advanced placement, international baccalaureate, and Cambridge international questions and guidance for district and school personnel, KDE staff, and other organizations:

Participate in, develop and/or facilitate professional learning around career exploration programs, especially at the middle school level, for counselors, administrators, and teachers:

Develop, modify and/or disseminate guidance, presentations, and best practices around comprehensive counseling standards to districts and schools:

Serve as Office of Teaching and Learning liaison on work from other KDE offices around social and emotional learning:

Serve as the Commissioner's delegate on the State Inter-agency Council:

Serve on integrated teams or work groups to implement initiatives of the office and the Department of Education:

Coordinates and Develops KDE's Equity Toolkit

Oversees Program Coordinator for Comprehensive School Counseling

Works with Division of Student Success on Social and Emotional Learning with the end goal of implementing state-wide standards/framework

Works with regional educational cooperatives to present new information and have monthly meetings with the CRSSA Team

Works with Division of Student Success on alternative school audits to ensure equity in policies and procedures (especially as it pertains to Black and other traditionally underrepresented students)

Conducts equity desk audits on up to 5 school districts per year (which includes policies, procedures, academic achievement, behavior, attendance and participation in rigorous courses and CTE pathways)

Presents to stakeholders about diversity, equity and inclusion in schools (as needed and requested)

Works with the Office of Special Education on providing resources to prevent disproportionality in special education

Collaborates with school districts to implement multi-tiered systems of support that connect to equity

Provides resources to show schools and districts how to create and implement inclusive curricula

Works with academic consultants in the Office of Teaching and Learning to ensure standards are inclusive and relevant to the lives of traditionally marginalized students

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Creates equity task force that is inclusive of Black and Latinx community partners like 100 Black Men, NAACP, the Hispanic Institute, parents/caregivers, students, teachers and more

Develop or strengthen partnerships with primary EPPs that include sharing data on performance and teacher effectiveness, student placement needs, etc.

Coordinates hiring staff members for KDE Office of Equity

Works with policy advisor of the Office of Teaching and Learning to ensure relevant regulations are implemented with fidelity

Oversees ESSER III spending for OTL's DEI initiatives

Perform other duties as assigned.

SALARY:

The contract cost for 230 days of the district employee's services includes FY 2021 district salary, district level stipend, fringe benefits and school district indirect costs.

Since FY 2022 costs are not available for an effective date of July 1, 2021, an additional 3% of the contract cost is being added to the total amount of the original contract.

When FY 2022 costs have been established, the district will be asked to recalculate the final cost for their employee for whose services we are contracting.

If the final cost is less than the original contract, KDE will pay the lesser amount. If the final cost is more than the original contract, KDE will generate a contract modification for the increase and will pay the contract in full.

The Kentucky Department of Education reserves the right to redirect the scope of work for this Personnel Memorandum of Agreement in order to focus on Senate Bill 1, 2009 and other related activities as appropriate.

Pricing:

Contract contact: Nicole Crosthwaite, Division of Budgets, Kentucky Department of Education, 300 Sower Blvd – 5th Floor, Frankfort, KY 40601.

Method of Payment: Quarterly payments will be made on October 15, January 15, April 15, and June 15. Any funds not specifically used for the purposes stated herein must be returned to the Kentucky Department of Education no later than June 30 of the current fiscal year.

Budget

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Salary: \$107,790 112,790
 Fringe Benefits: \$5,508 5,566
 Indirect Cost: \$4,045 4,225
 Total Current Cost: \$117,343 122,581
 3% adjustment allowance: \$3,520 3,677
 Total Contract Amount: \$120,863 126,258

KENTUCKY DEPARTMENT OF EDUCATION ADDITIONAL TERMS AND 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.

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As a firm condition of this contract, the contractor shall 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.

508 Compliance

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Vendor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

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A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

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The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates cloud computing services"), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. The contractor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

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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.

Funding

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.

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**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 other party by registered or certified mail.

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

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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

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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,

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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

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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.

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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:

Signature **for Commissioner**
Title

Printed Name **Date**

2nd 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)

**2021-2022 SCHOOL YEAR DISTRICT MOA
CONTRACT CALCULATION WORKSHEET**

Individual Name: Damien Sweeney

KDE Position Title : KDE Director of Diversity, Equity, and Inclusion

Vendor/School District: Jefferson Co

Total Amount of Contract: \$126,258

District Salary Information

<u>\$100,760</u>	<u>/</u>	<u>215</u>	=	<u>\$468.65</u>
		Total District Days		District Daily Rate

Purpose of Stipend:	If a district stipend exist, please type over with purpose of stipend.	Total District Salary	<u>\$100,760</u>
		Stipend	<u></u>
		Total District Salary and Stipend	<u>\$100,760</u>

KDE Contract Salary Information

<u>\$468.65</u>	x	<u>1</u>	<u>\$468.65</u>	x	<u>230</u>	<u>\$107,790</u>
District Daily Rate			KDE Contract Daily Rate		KDE Contract Days	KDE Salary Subtotal
<u>\$5,000</u>	x	<u>1</u>			Total Contract Stipend	<u>\$5,000</u>
Stipend					KDE Contract Subtotal	<u>\$112,790</u>
KDE Stipend						

Fringe Benefit Information

	<u>293</u>	Detailed:	<u>Workers Comp</u>
	<u>254</u>	Detailed:	<u>Unempl Ins. / Misc Ins \$194</u>
	<u>1,635</u>	Detailed:	<u>Medicare</u>
General Funds MUNIS # 1971	<u>3,384</u>	Detailed:	<u>KTRS Med. Ins. Fund</u>
		Total District Fringe Benefits	<u>\$5,566</u>

Indirect Cost Calculation & KDE Contract Total Information

<u>3.57%</u>	X	<u>\$118,356</u>	Indirect Cost Total	<u>\$4,225</u>
Indirect Cost Rate		KDE Contract Subtotal & Total District Fringe Benefits	CCW Total	<u>\$122,581</u>
			3% Adjustment Allowance	<u>3,677</u>
			KDE Contract Total	<u>\$126,258</u>

Signature of Superintendent: _____ Date: _____

For KDE use only:	
PON2	
Accounting Template	<u>E7500/E156</u>
Number of Years on Contract	<u>2</u>

2021-2022 SCHOOL YEAR DISTRICT MOA CONTRACT CALCULATION WORKSHEET INSTRUCTIONS

Please populate all fields (except the For KDE use only: box)

It is the responsibility of the district to notify our agency of any needed modification to the contract. Please email Nicole Crosthwaite (nicole.crosthwaite@education.ky.gov) a revised Contract Calculation Worksheet to reflect any needed changes to the 2021-2022 contract.

District Salary Information

Total District Salary - including all salary paid to employee except district stipends.

Total District Days - total number of days that the employee is employed by the district (including Extended days).

District Daily Rate - Total District Salary divided by Total District Days.

Stipend - any stipend paid the last year before KDE contracted for the employee services. If your employee received the \$2,000 National Board Certification Salary Supplement from your district during the year prior to KDE contracting with you for their services, then enter the amount as a stipend. Do not request reimbursement from the Office of District Support Services at KDE for the years that they are on a MOA.

Purpose of Stipend - what duties were performed for the stipend. Always note if part of the stipend is for the National Board Certification Salary Supplement.

Total District Salary and Stipend - the total amount the employee receives at the district.

KDE Contract Salary Information

District Daily Rate - same as District Daily Rate above.

KDE Contract Daily Rate - same as District Daily Rate for consultants.

KDE Contract Days - The number of days to be worked will be entered by KDE.

KDE Salary Subtotal - KDE Contract Daily Rate multiplied by KDE Contract Days

Total Contract Stipend - same as Stipend in the district

KDE Contract Subtotal - Total KDE Salary Subtotal and Total Contract Stipend. This is the annual salary that is to be paid to the employee for whose services KDE is contracting.

Fringe Benefit Information

Fringes Benefits - All fringe benefits paid by the district for the employee for whose services KDE is contracting.

Workers Comp - Paid at the district policy rate.

Unemployment Insurance - Paid on 10% of the first \$6,000 of salary; or recommended amount by KSBIT.

Medicare - Paid at the rate of 1.45%.

Insurance - Any insurance paid by the district for the employee for whose services KDE is contracting.

If the MOA is paid from Federal funds, KDE will pay your district for the total amount of the Medical Insurance for your employee.

If the MOA is paid from General funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund at the rate of at the rate of 3%.

If the MOA is paid from Federal Funds, KDE will pay your district for the contribution paid to the KTRS Medical Insurance Fund 16.105%. This federal rate include the 3% for KTRS Medical Insurance Fund.

When an employee is funded by Federal funds, the district should also be reimbursed for State Administrative Fees.

Indirect Cost Calculation & KDE Contract Total Information

Indirect Cost Rate - the current District Restricted Indirect Cost Rate.

KDE Contract Subtotal & Total District Fringe Benefits - total of above amounts.

Indirect Cost Total- Indirect Cost Rate multiplied by the KDE Contract Subtotal.

CCW Total- Total of the KDE Contract Subtotal, Total District Fringe Benefits, and Indirect Cost Total.

3% adjustment allowance- When the CCW is revised, if the increase is more than the KDE Contract Total the contract will be modified. If not, the district will be paid the amount of the revised CCW Total.

KDE Contract Total - Total of the CCW Total, and 3% adjustment allowance.