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AMH 03-12-2024



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

Reason for Modification:

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Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Iroquois HS KAA Mini Grant	\$0.000000	\$4,985.00	\$4,985.00

Extended Description:

The Kentucky Council on Postsecondary Education (CPE), Kentucky Advising Academy (KAA), wishes to support Kentucky students' post-high school career exploration. Funds have been made available to support new and/or expanding efforts to increase student access to postsecondary opportunities that lead to fulfilling career options.

All Kentucky schools were invited to submit proposals focused on postsecondary advising to develop or expand student access to postsecondary opportunities. Each proposal had to include a new or expanded event or experience prioritizing at least one of the following: college and career exploration, enrolling in and preparing for college, early postsecondary opportunities, or essential skills necessary for college and career. Each school must also identify a collaborative partner, such as a feeder school, postsecondary institution, business, industry, or community-based organization to support this initiative.

CPE has, through a competitive award process, identified Kentucky schools to receive funding to implement their post-high school programs. The Contractor's proposal has been chosen to be funded and is hereby incorporated by reference.

Source of Funds: American Rescue Plan (ARPA)
(CFDA# 84.425U, PR Award Number: S425U210026, pass through number: 4300003-21)

Shipping Information:	Billing Information:
Council on Postsecondary Education	Council on Postsecondary Education

100 Airport Road, 2nd Floor	100 Airport Road, 2nd Floor
Frankfort KY 40601	Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$4,985.00
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CONTRACTUAL AGREEMENT
between
KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION
and
JEFFERSON COUNTY BOARD OF EDUCATION

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Council on Postsecondary Education (“the Commonwealth” or “CPE”) and Jefferson County Board of Education – Iroquois High School (“the Contractor”) to establish an agreement to support new and/or expanding efforts to increase student access to postsecondary opportunities. The initial MOA is effective from March 08, 2024 through June 30, 2024.

I. Purpose and Background

The Kentucky Department of Education (“KDE”) has allocated federal American Rescue Plan (ARPA) funds (CFDA# 84.425U, PR Award Number: S425U210026, pass through number: 4300003-21) to CPE. CPE, Kentucky Advising Academy (KAA), as the administrative agent for the postsecondary ARPA funding, wishes to support Kentucky students’ post-high school career exploration. Funds have been made available to support new and/or expanding efforts to increase student access to postsecondary opportunities that lead to fulfilling career options.

All Kentucky schools were invited to submit proposals focused on postsecondary advising to develop or expand student access to postsecondary opportunities. Each proposal had to include a new or expanded event or experience prioritizing at least one of the following: college and career exploration, enrolling in and preparing for college, early postsecondary opportunities, or essential skills necessary for college and career. Each school must also identify a collaborative partner, such as a feeder school, postsecondary institution, business, industry, or community-based organization to support this initiative.

CPE has, through a competitive award process, identified Kentucky schools to receive funding to implement their post-high school programs. The Contractor’s proposal has been chosen to be funded and is hereby incorporated by reference.

II. Scope of Service

The Contractor agrees to use funds in accordance with their approved proposal. As outlined in the grant solicitation, the Contractor, as evidenced in the proposal, will utilize funds to:

1. Promote face-to-face college readiness and transition skills, academic readiness skills, social and emotional resources, and development.
2. Provide opportunities for career exploration and planning.

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3. Engage diverse partners such as employers, faculty, alumni, and community-based organizations.

4. Any student participants shall be enrolled in the grant recipient district school during the SY2023-24.

The district shall be identified as the fiscal agent for the reimbursement grant and all district activities shall be completed by May 31, 2024.

III. Objectives or Goals

Increase access to postsecondary opportunities for students.

IV. Allowable Use of Funds

The Contractor shall use the awarded funds in accordance with their proposed budget. Minor, non-substantive budget modifications may be requested. Budget modifications which change the overarching project scope or requests for no cost extensions altering the proposed project end date will not be considered.

The Contractor may use funds to fund the following activities in so much as included in the approved project budget.

1. Student Transportation

2. Personnel Compensation: Compensation would generally encompass a faculty/staff stipend for work required beyond school hours. Personnel compensation must not exceed twenty percent (20%) of the total project budget.

3. Equipment Usage and Consumable Supplies: Funds expended on equipment usage and consumable supplies must not exceed twenty percent (20%) of the total project budget.

4. Reusable Materials and Supplies

5. Contractual Costs: Contractual costs generally include, but not limited to, costs associated with purchasing curriculum materials or licenses for software, etc.

6. Food/Snacks: Food/Snacks must not exceed twenty percent (20%) of the project budget.

7. Facilities Rental

8. Other Direct Costs: Approval of expenditures for other direct costs is at the discretion of the proposal evaluation committee. These costs must be specifically identified and justified in the proposal budget. **Indirect costs will not be permitted.**

V. Funding Restrictions

The Contractor shall not use grant funds for payments to executives, administrators nor can the Contractor use funds to reimburse themselves for grants to students or expenses incurred prior to the effective date of this contract.

Gift cards or cash equivalent gifts or incentives are not permitted. Incentives such as bookstore stipends, scholarships, or direct student expenses are allowable.

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The Contractor shall not use funds for administrative overhead costs often referred to as indirect costs.

VI. Reporting Requirements

The Contractor shall:

Submit a final report to include the following:

1. Number and demographics of students served.
2. Pre-and post-survey results measuring initiative impact.
3. Identified deliverables and outcomes.

Final reports are due by **June 15, 2024**.

VII. Deliverables

The Contractor shall:

Submit a video summary of their event(s) or experience(s) upon completion of each event(s) or experience(s).

VIII. Payment

The total expenses under this Agreement shall not exceed **\$4,985.00**.

The Contractor shall submit an invoice to CPE monthly and in accordance with the budget provided by the Contractor. An itemized ledger of all expenses in which reimbursement is being requested shall be included along with the invoice. At a minimum, the ledger shall include the date, description, and amount of each expense.

Final invoice is due to CPE by **June 7, 2024**. The Contractor forfeits any remaining unexpended funds after the agreement expires.

CPE will issue payment within 30 working days of receipt of an undisputed invoice.

Expenses occurring prior to the contract effective date will not be paid.

Invoices shall be submitted to: CPEAccounting@ky.gov.

IX. Communication

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

Notifications to CPE shall be provided to:

Mitzi Holland, Director
Kentucky Advising Academy
mitzi.holland@ky.gov

Notification to the Contractor shall be provided to:

Sarah Price
Teacher/Aspire Higher Lead
sarah.price@jefferson.kyschools.us

Linda Miller
District Finance
linda.miller2@jefferson.kyschools.us

X. Cancellation

Either party may cancel this agreement with thirty (30) days written notice to the other party.

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

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.

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 contract to reveal to the Commonwealth 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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

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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

 Sterling Crayton, Attorney

Jefferson County Board of Education (2nd Party)

 Signature Date

Printed Name: Dr. Marty Pollio

Title: Superintendent

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Approved as to form and legality (optional)

 Legal or General Counsel