



# Commonwealth of Kentucky CONTRACT

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**Document Description:** Marion County Schools - GEAR UP KY 4.0 Yr 7  
**Cited Authority:** FAP111-44-00  
 Memorandum of Agreement  
**Reason for Modification:**

**Issuer Contact:**  
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<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0000060
MARION COUNTY BOARD OF EDUCATION	<b>Vendor Contact</b>	
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755 E MAIN ST	<b>Phone:</b>	270-692-3721
LEBANON	<b>E-mail:</b>	scott.spalding@marion.kyschools.us
KY 40033		

**Effective From:** 2024-10-01 **Effective To:** 2025-06-30

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 7	\$0.000000	\$9,550.00	\$9,550.00

**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, 2024  
Effective to: June 30, 2025

Shipping Information:	Billing Information:
Council on Postsecondary Education 100 Airport Road, 2nd Floor  Frankfort KY 40601	Council on Postsecondary Education 100 Airport Road, 2nd Floor  Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$9,550.00</b>
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**MEMORANDUM of AGREEMENT**  
**between**  
**KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION**  
**and**  
**Marion County School District**

This Memorandum of Agreement ("Agreement") is made and entered into by and between the Kentucky Council on Postsecondary Education ("Council or CPE") and Marion County School District ("Contractor") to establish an agreement for GEAR UP services. The initial MOA is effective from October 1, 2024 to June 30, 2025.

**I. Purpose and Overview**

**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:

**II. Scope of Services**

The GUK staff will collaborate with the Contractor to develop and submit quarterly expenditure plans (QEP) and Reimbursement Requests according to the following schedule:

Activity Period Covered	QEP Due	Reimbursement Request Due
Q1 – October 1, 2024 – December 31, 2024	September 1, 2024	January 30, 2025
Q2 – January 1, 2025 – March 30, 2025	December 1, 2024	April 30, 2025
Q3 – April 1, 2025 – June 30, 2025	March 1, 2025	July 30, 2025

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:**

- At least one staff member compensated and trained by GUK to provide grant services in participating high schools;
- CERT assessments for students in participating GUK cohorts, a minimum of two times a year, up to a maximum of 3 times a year;
- Access to support resources to administer CERT for teachers and school staff including online data analysis tools, student remedial instruction, and virtual CERT training;
- Annual allocated funds per high school for professional development;
- Free participation in annual Institute for a College-Going Culture event;

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 access to cohort students that allows staff to deliver services in alignment with federal grant objectives.
- Maintain open, two-way-channel communication;
- Provide secure, regular in-school workspace for GUK staff;
- Provide timely documentation of expenditures to be reimbursed (invoice, receipts of payment, etc.)
- Maintain documentation of successful completion of district-required background checks for all staff working on behalf of GUK prior to first date of working within school building(s);
- Serve as the purchasing agent for appropriate in-school staff technology in accordance with GUK guidelines to be reimbursed by the Council;

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- Work with local, state and regional staff to secure transportation to grant- funded enrichment and professional development opportunities;
- Identify a single point of contact at each level (school and district);
- Commit to participation at the annual Institute for College-Going Culture (at least 5 district and school representatives per Institute);
- Provide opportunity/access for all students and families to complete GUK surveys;
- Provide required student data as outlined in Section IV in a timely manner via a secure platform; and
- Administer CERT assessment a minimum of two times annually to identified participating cohorts; if applicable.

#### A. Effective Dates

Contract Period: October 1, 2024- June 30, 2025

#### B. 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 GEAR UP shall be provided to:

Laura Negron, Associate Director Operations & Development  
 100 Airport Road, 2<sup>nd</sup> Floor  
 Frankfort, KY 40601  
 502-319-3766  
[laura.negron@ky.gov](mailto:laura.negron@ky.gov)

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

Scott Spalding  
 255 East Main Street  
 Lebanon, KY 40033  
 270-692-3721  
[scott.spalding@marion.kyschools.us](mailto:scott.spalding@marion.kyschools.us)

### III. Extended Description

The Council on Postsecondary Education (CPE) administers the federally-funded GEAR UP state grant for the state of Kentucky. In September 2018, the Council received its fourth Gaining Early Awareness and Readiness for Undergraduate Program (GEAR UP) grant, a seven-year \$24.5 million award to increase the number of students in low-income Kentucky communities who are ready to successfully transition to and through postsecondary education. GEAR UP Kentucky (GUK) targets increases in high school graduation and postsecondary enrollment by providing services and support to prepare the whole student, and equipping their families, institutions, and communities to promote and sustain student success.

GUK serves high school students, families and staff in 12 school districts and 1st-year college students at 8 public postsecondary institutions. GUK supports the shared goals of the national U.S. Department of Education GEAR UP program and CPE's Strategic Agenda and 60x30 goal to raise the percentage of Kentuckians with a high-quality postsecondary degree or certificate to 60 percent by the year 2030.

#### Source of Funds: Federal GEAR UP KY

All disbursements are subject to federal appropriation and availability of funds

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#### **IV. TRAVEL**

The Contractor shall be reimbursed for travel expenses specifically authorized by GEAR UP spending guidelines and the specifications of the approved quarterly expenditure plan.

#### **V. 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 Request Form. Original or certified copies of receipts must be submitted along with the invoice. Invoices are due no later than 30 days following the end of 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 \$9,550.

The Council will make payment to the Contractor within 30 working days of receipt of an itemized undisputed invoice. Failure to submit requests for reimbursements and required documentation by the due date each quarter may result in a delay in payment. Final invoice is due within 30 days of contract end date.

#### **VI. REPORTING REQUIREMENTS**

##### Data Sharing Requirements

The Contractor agrees to provide student data to the Council as is required 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).

Requested student data will include:

- Roster of graduating seniors (including student name, date of birth, and contact information);
- Student-level data generated by and administrative access to the ILP platform utilized by the Contractor;
- Student-level data generated by and access to Infinite Campus;
- Student-level data generated by and administrative access to Parchment or other electronic sharing service utilized by the Contractor;
- Individual student results of senior exit surveys (if applicable); and
- Individual student results of identified college readiness assessments other than the CERT assessment, including ACT.

#### **VII. MATCHING CONTRIBUTION REQUIREMENTS**

GEAR UP Kentucky is a 100% cost-sharing grant. While the Contractor is not required to provide cash contributions toward GUK, match requirements exist for this Agreement. At a minimum, the Contractor will provide documentation for in-kind cost-sharing as follows:

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- Documentation of time and effort contributed to the oversight and planning of GUK service implementation for middle and high school principals at a standard rate of 5% of salary and fringe; and
- Documentation of space dedicated exclusively for the use of GUK staff.

Additional match identified by the Contractor should also be included, such as value of donated items or unreimbursed administrative costs such as printing/copying, postage & mailing, phone lines, and internet access.

GEAR UP School Match Form must be completed and submitted annually.

### **VIII. 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**

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 Associate Director of Communications and Outreach for written approval.

#### **E. Copyright**

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

#### J. Continuation of Services

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.

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## **Memorandum of Agreement Standard Terms and Conditions Revised April 2024**

### **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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

### **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 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

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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 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 for employment

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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.

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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

\_\_\_\_\_  
 Attorney

**2<sup>nd</sup> Party**

\_\_\_\_\_  
 Signature                      Date

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

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

Approved as to form and legality (optional)

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