



Commonwealth of Kentucky CONTRACT

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PON2 540 1900000738 version: 1 Record Date:

Document Description:

Migrant Education Central Regional Center

Cited Authority:

FAP111-44-00
Memorandum of Agreement

Reason for Modification:**Issuer Contact:**

Name: Thelma Hawkins
Phone: 502-564-1979
E-mail: Thelma.Hawkins@education.ky.gov

Vendor Name:

KENTUCKY EDUCATIONAL DEVELOPMENT
CORPORATION
904 W ROSE RD

ASHLAND KY 41102

Vendor No.

KY0022238

Vendor Contact

Name: NO CONTACT IDENTIFIED
Phone: 606-928-0205
E-mail:

Effective From: 7/1/18

Effective To: 9/30/18

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Migrant Education Central Regional Center	\$0.00	\$247,749.00	\$247,749.00

Extended Description:

Contract Period: July 1, 2018 through September 30, 2018

CFDA#84.011A PR/Award Number: S011A170017 Pass-through#: 3110002-17
Accounting Template: E86127

This contract is to carryover funds from the 2017-2018 MOA (PON2 540 1800000536) to complete activities for the period of July 1, 2018 through September 30, 2018. This contract is NOT new funding.

This contract is for the operation of a regionally based Migrant Education Program as awarded under the Migrant Education Program Regional Centers Request for Application of 2015. The vendor is responsible for implementing the Title I part C program in the assigned region in accordance to Section 1301 of the ESEA NCLB of 2001 as amended by ESSA. This includes but is not limited to Identification and Recruitment (ID&R) of all eligible migrant children and youth, providing services to migrant children, provision of professional development for Migrant Education Program and Local Education Agency staff, summer programming, Parent Advisory Councils (PACs), monitoring, supporting state initiatives and other duties as assigned in districts with Migrant Education Programs and in low incidence districts.

Method of Payment: Quarterly cost reimbursement based on detailed invoices consistent with the approved the approved budget and the Kentucky Department of Education District Expense Report. A final invoice MUST be submitted within 60 days of the contract expiration date.

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

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

TOTAL CONTRACT AMOUNT:	\$247,749.00
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Memorandum of Agreement Terms and Conditions
Revised April 25, 2018

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION (“the Commonwealth”) and KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (“the Contractor”) to establish an agreement for implementing the Title I, Part C Migrant Education Program in the assigned region in accordance to Section 1301 of the ESEA NCLB of 2001. The initial MOA is effective from JULY 1, 2018 through SEPTEMBER 30, 2018.

Scope of Services:

This contract is for the operation of a regionally based Migrant Education Program as awarded under the Migrant Education Program Regional Centers Request for Application of 2015. The vendor is responsible for implementing the Title I part C program in the assigned region in accordance to Section 1301 of the ESEA NCLB of 2001 as amended by ESSA. This includes but is not limited to Identification and Recruitment (ID&R) of all eligible migrant children and youth, providing services to migrant children, provision of professional development for Migrant Education Program and Local Education Agency staff, summer programming, Parent Advisory Councils (PACs), monitoring, supporting state initiatives and other duties as assigned in districts with Migrant Education Programs and in low incidence districts.

Goal/Deliverables:

The goal of this contract is to identify and recruit all eligible migrant children and youth in the assigned region, provide supplemental educational and barrier reducing services to regionally recruited children, provide technical assistance to the LEAs within the region and support the SEA with the implementation of the Title I part C program. The following deliverables will serve as leading indicators of progress toward these goals.

*Develop and implement an effective regional recruitment plan to be submitted annually.

*Develop, implement and follow approved quality control processes including but not limited to verifications (submitted by the first Monday in December), COE review (within 10 days of identification), and monitoring of LEA MEPs (annually). Applicable documentation is to be submitted according to the above guidelines.

*Continually implement the Service Delivery Plan (SDP) with fidelity including implementation measure data collection (every spring, fall and any other time requested by the SEA) and making data driven program decisions in the five goal areas.

-Reading/Language Arts

-Mathematics

-Graduation and Dropout Prevention

-School Readiness

-Out-of-School Youth

*Monitor the implementation of the Title I part C program in LEAs and consortiums annually.

*Annually provide professional learning to regional and local MEP staff on the SDP, literacy and/or math, recruitment techniques and other topics as recommended by the SEA.

*Participate annually in the SEA re-interview process.

*Assist LEAs with parent involvement activities and PACs as needed; establish and maintain a regional PAC that convenes at minimum twice per year; participate in the planning and attend each of the SEA PAC meetings.

*Develop and implement an eighty hour summer program for secondary students focused on academic achievement and college and/or career readiness. Consult and collaborate with each LEA in the implementation of an eighty hour summer program for preschool and elementary-age students and, where applicable, secondary students that meet the requirements of 704 KAR 3:292 sec 2(2).

*Develop and implement learning programs for OSY within the region; services should occur within the first 30 days of being identified and at least quarterly throughout the remainder of the service period.

*Participate in regularly scheduled Regional Coordinator Meetings with the SEA.

Pricing:

This contract is to carryover funds from the 2017-2018 MOA (PON2 540 1800000536) to complete activities for the period of July 1, 2018 through September 30, 2018. This contract is NOT new funding.

Org Code	Object Code	Description	Amount
0002552	0110	Certified Salary: Coordinator	\$ 31,375.00
0002552	0130	Classified Salary: Recruiter/Advocate; Advocate/Recruiter; and Clerk	49,210.00
0002552	0131	Other Classified Salary: Summer Camp Tutors	5000.00
0002552	0160	Licensed Salary: Nurses for Migrant Summer Camps	1000.00
0002552	0221	FICA	3061.00
0002552	0222	Employer Medicare Contrib.	667.00
0002552	0231	KTRS Employer Contrib.	5053.00
0002552	0232	CERS Employer Contrib.	8952.00
0002552	0253	Unemployment Insurance	64.00

0002552	0260	Workmen's Comp. Insurance	403.00
0002552	0291	Sick Leave Payout Cont.	1382.00
0002552	0294	Health Insurance	16,038.00
0002552	0295	Life Insurance	75.00
0002552	0296	Federally Funded State Adm.	98.00
0002552	0297	Federally Funded Flexible Sp	0.00
0002552	0338	Registration Fees: NASDME, ID&R Forum and OSY Conference.	1560.00
0002552	0435	Vehicle Repairs/Maintenance: To be used to provide needed service to the Migrant van.	1410.00
0002552	0524	Fleet Insurance	1.00
0002552	0531	Postage: Newsletters and meeting notices to Migrant parents and OSY.	200.00
0002552	0532	Cell Phone Services: Migrant staff (Coordinator, Recruiter, Advocate/ Recruiter & Clerk) four cell phones, service and hot spots. Cell phones w/hot spots are necessary for staff listed above to work from any location as we cover a vast geographical area within our Region. Hot spots are also utilized to provide OSY Mini-lessons on-site.	1178.00
0002552	0580	Travel: Staff travel throughout our Region to provide educational and other necessary support services; recruit; tutor, attend meetings and conferences. Tutor travel from school to school and summer home tutoring. Our travel expenses are high due to the vast geographical area within our Region. Fall Academy (\$6000.00)	13,560.00
0002552	0584	Travel – Lodging: Hotel expenses for staff and District Stand-alone staff to attend Fall Academy, trainings, meetings and National Conferences.	8859.00
0002552	0585	Travel – Meals	2652.00
0002552	0591	Serv. Purc. From anoth. Dist.: Funds will be used to employ summer tutors and hire tutors within Districts to provide in-school/ after school tutoring. We plan to hire the tutors through the Districts (contract)	25,530.00

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		and reimburse them. Supplement not supplant.	
0002552	0610	General Supplies: Office supplies and materials needed for programming, activities, tutoring and meetings.	6932.00
0002552	0616	Food Non-Instructional: PAC meeting meals and Parent meeting snacks.	722.00
0002552	0650	Tech-Related Supplies: Supplies needed for technology; Jump drives, CD's, chargers, etc. used for tutoring and OSY Mini-lessons/Rosetta Stone.	392.00
0002552	0680	Welfare Spending: Clothing, food, supplies, blankets to meet family and OSY needs.	2138.00
0002552	0692	Hlth/Supplies and Materials: Health and hygiene products to meet family and OSY needs.	2182.00
0002552	0734	Tech-Related Hardware: Tech units to use while tutoring students; iPads and Study Buddies.	2000.00
0002552	0894	Instructional Field Trips: Regional Migrant Middle School Summer Camp and Regional Migrant High School Summer Camp.	39,755.00
0002552	0913	Indirect Costs	16,300.00
		TOTAL	\$247,749.00

Applicable for federal funds: Section 75.563 of EDGAR states indirect cost is limited to 8% for grants programs that has a statutory requirement contain supplement-not-supplant provisions or the grantee shall use a restricted indirect cost rate computed under 34 CFR 76.564 through 76.569.

Method of Payment: Quarterly cost reimbursement based on detailed invoices consistent with the approved the approved budget and the Kentucky Department of Education District Expense Report. A final invoice MUST be submitted within 60 days of the contract expiration date.

Remit all invoices, bills, or requests for payment to: Thelma Hawkins, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Boulevard – 5th Floor, Frankfort, KY 40601, or email to thelma.hawkins@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION TERMS AND CONDITIONS

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, the contractor shall be 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.

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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

Cancellation clause:

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

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.

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(8) and (10), 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).

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

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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.

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.

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:

1. 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.

2. 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.

3. 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

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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.

4. 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.

5. 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.

6. 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.

7. 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:_____
Signature_____
Director, Div. of Budgets & Financial Management
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# 076824770

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)

