



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Jefferson Co. BOE-Year Two - ADVANCE	
Doc ID No: PON2 540 1400000105 1	Procurement Folder: 2977346
Procurement Type: Memorandum of Agreement	
Administered By: TRACY BILLINGSLEY	Cited Authority: FAP111-44-00
Telephone: 502-564-1979	Issued By: TRACY BILLINGSLEY

C O N T R A C T O R	TREAS JEFFERSON CO
	BOARD OF ED PO BOX 34020
	LOUISVILLE KY 40232-4020
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Year Two-Math/Science Pntshp		0.00		0.00000	194,993.00	194,993.00

Extended Description

Contract Period: October 1, 2013- September 30, 2014
Accounting Template: E75103 -MUNIS:3524 CFDA# 84.366B

The vendor will implement as proposed professional development activities that are designed to improve teacher's content knowledge and teaching skills in mathematics and science, and that lead to improved student learning. Partnerships MUST include faculty from the mathematics, sciences, technology and/or engineering faculty of institutions of higher education, and "high need" local school districts for the purpose of improving teacher's content knowledge and teaching skills.

Method of Payment: Cost Reimbursement. Vendor will submit invoices on a quarterly cost reimbursement basis, including a line item summary of expenditures consistent with the approved budget. A final invoice must be submitted within 60 days of the contract expiration date.

This is a federally funded grant and is contingent on availability of funding.

B I L L T O	376761	S H I P T O	
	KDE DIV OF BUDGETS		
	500 MERO STREET		
	16TH FLOOR CAPITAL PLAZA TOWER		
	FRANKFORT KY 40601		
	US		

Total Order Amount:	194,993.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: _____ Title: for Commissioner Date: _____

2nd Party X: _____ Title: _____ Date: _____

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Kentucky Department of Education Contract Terms and Conditions

SCOPE OF SERVICES:

General Guidelines established by the US Department of Education for Mathematics and Science Partnership Projects

REQUIREMENTS

Partnerships **MUST** carry out **one or more** of the following activities related to elementary, middle or secondary schools:

create opportunities for enhanced and ongoing professional development of **science or mathematics** teachers that improves the subject matter knowledge, pedagogical expertise, and leadership capabilities of such teachers. In particular, these projects should:

focus on effective classroom implementation (in support of Kentucky's existing science content standards) of the **KSCA standards for literacy in science in grades 6-12**;

focus on **number and operations and algebraic thinking** as embodied in the KSCA standards for mathematics (K-12), with an emphasis on their connection with the mathematical practices;

promote strong teaching skills for mathematics and/or science teachers and teacher educators, including integrating reliable scientifically based research methods and technology-based teaching methods into the curriculum (including project-based learning approaches);

establish and operate **on-going STEM institutes or professional learning communities** for elementary, middle and secondary school mathematics and/or science teachers that **MUST**; relate directly to the curriculum and academic areas in which the teacher provides instruction, and focus only secondary on pedagogy;

enhance the ability of the teacher to understand and use STEM/21st Century Learning Skills; and train teachers to use curricula that are (1) based on scientific research; (2) aligned with Kentucky's Core Academic Standards; and (3) project-based, experiment-oriented, and concept and content based (See Characteristics of Highly Effective Teaching and Learning pp: 34-38).

The Program **MAY** also include components that:

bring mathematics and science teachers into contact with working scientists,

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mathematicians, and engineers, to expand such teachers' subject matter knowledge of and research in science and mathematics;

provide teachers and prospective teachers with opportunities to work under the guidance of experienced teachers and college faculty;

provide instruction in the use of data and assessments to inform and instruct classroom practices*;

provide professional development activities, including supplemental and follow-up activities, such as curriculum alignment, distance learning, and activities that train teachers and school/district administrators **to effectively engage students by using technology-based experiences innovatively** in the mathematics and/or science classroom;

facilitate the development or redesign of rigorous mathematics and/or science curricula that are aligned with Kentucky's NEW Core Academic Standards* and emphasize **College and Career Readiness** in mathematics and science;

include strategies/programs to build capacity among mathematics and/or science teacher leaders and school/district administrators to lead professional learning communities.

***These are skills/abilities that are mandated in Senate Bill 1 (2009).**

FUNDED PARTNERSHIPS:

MUST include: (1) an engineering, mathematics, or science department of an institution of higher education; (2) an education department of an institution of higher education; and (3) a high-need local school/district (teachers **and** administrators);

may include (1) another engineering, mathematics, science, or teacher training department of an institution of higher education (2) additional local school districts, public or private elementary schools, middle schools or secondary schools, or a consortium of such schools; (3) a business; or (4) a nonprofit or for-profit organization of demonstrated effectiveness in improving the quality of mathematics and science teachers;

Under the law, **any** of the eligible entities may serve as the fiscal agent.

ASSESSING PROJECT IMPACT

The legislation requires that each State-funded project submit annually a performance report to the Kentucky Department of Education and the U.S. Department of Education that describes the progress the project is making and its impact on teachers and students. Well-designed and executed evaluations are a very important part of this program.

Specifically, the law states:

Each eligible partnership receiving a grant or subgrant under this part **MUST** develop an evaluation and accountability plan for activities assisted under this grant that includes rigorous

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objectives that **measure the impact** or activities funded under this grant.

The development plan:

MUST include measurable objectives to increase the number of mathematics and science teachers and school/district administrators who participate in content-based professional development activities;

MUST include measurable objectives for improved student academic achievement on State mathematics and science assessments; and

may include objectives and measures to - -

Increase participation by middle and high school students in advanced courses in mathematics and science;

Decrease the achievement gaps in populations with statistically significant disparities in mathematics and science performance; and

Increase effective integration of technology for instructional purposes in mathematics and science courses/classrooms.

REPORT – Each eligible partnership receiving a grant or subgrant under this part **MUST** report annually to the Kentucky Department of Education and the U.S. Department of Education regarding the eligible partnership's progress in meeting the objectives described in the accountability plan of the partnership.

Each funded project **MUST** provide additional implementation and impact data to the Kentucky Department of Education on at least an annual basis. Guidelines for this reporting requirement will be provided to funded projects.

BILLING:

Remit all invoices, bills, or requests for payment to: Tracy Billingsley, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601.

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.

BUDGET:

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2014 Mathematics and Science Partnerships Budget Summary Form – Year 2 Funding for:

Project: ADVANC3E
Fiscal Agent: Jefferson County Public Schools
IHE Partner – University of Louisville

MUNIS CODE	ITEM	EXPLANATION OF EXPENDITURES	AMT. OF GRANT FUNDS	SOURCE & AMT. OF MATCHING FUNDS
Salaries				
0110	Salary-Science Specialist, Lee Ann Nickerson	Project leadership and coordination to manage logistics, plan and lead PD with partners, coordinate PLC work across schools, regions and district & coordinate with evaluator on project outcomes. Salary (\$127,565) @ 7%.		\$8,930 JCPS
0110	Salary – Retired Teacher – temporary, part-time	Assistance with project coordination and PD planning: \$34.72 X 492.5 hours.	\$17,099	
0120	Substitute Teachers	For teachers to participate out-of-classroom PD during the school year, \$140 X 44 teachers X 3 days.	\$18,480	
0113	Teacher Stipends	For classroom teacher to participate in week long summer 2014 PD: \$20.20 X 44 hours X 44 Teachers (\$39,107).	\$12,107	\$27,000 JCPS
0113	Resource Teacher Stipends-school year	For Resource Teachers to participate in school year PD: \$20.20 X 30 hours X 15 RTs.	\$9,090	
0111	Extended Service-Resource Teachers	Resource Teachers for summer 2014 PD: \$330 day rate X 5 days X 14 RTs.	\$23,100	
0113	Teacher Stipends	For additional classroom teachers to participate in week long summer 2014 PD: \$20.20 x 35 hours x 30 additional teachers.	\$21,210	
0111	Extended Service – Resource Teachers	For additional resource teachers for summer 2014 PD: \$330 day rate x 5 days x 10 RTs.	\$16,500	
0130	Evaluator, Dr. Marco Munoz	Evaluation services @ \$63 per hour x 161 hours.	\$10,143	
		SALARIES TOTAL	\$127,729	\$35,930 JCPS
Benefits				
0211	Life Insurance	At established state rates for Science	\$15	\$13 JCPS

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		Specialist, Retired Teacher, Substitutes, Teacher Stipends, Extended Service for Resource Teachers and Evaluator to plan, lead, participate in PD, engage in PLC work, implement NGSS in classrooms, and assess the impact of this work.		
0213	Liability Insurance	Ibid	\$2	\$0
0215	Long Term Disability	Ibid	\$33	\$29 JCPS
0221	FICA	Ibid	\$0	\$0
0222	Medicare Match	Ibid	\$2,244	\$129 JCPS
0231	KTRS	Ibid	\$22,593	\$1,304 JCPS
0232	CERS	Ibid	\$0	\$0
0253	Unemployment	Ibid	\$1,450	\$0
0260	Worker's Compensation	Ibid	\$590	\$34 JCPS
0294	Health Insurance	Ibid	\$504	
0295	Federally funded state life insurance	Ibid	\$1	
0296	Federally funded state Admin. fee	Ibid	\$5	
		BENEFITS TOTAL	\$27,437	\$1,509 JCPS
Travel				
0580	Out-of-County	Mileage for required travel to Frankfort area for Project Leadership 110 miles roundtrip X 2 trips X 2 attendees @ \$0.46.	\$202	
		TRAVEL TOTAL	\$202	
Contractual				
0320	University of Louisville	Time for U of L faculty to plan & provide PD & teacher online support during school year: Thomas Tretter & Ingrid Weiland, College of Education, & Christine Rich & Natali Richter, College of Arts & Sciences, Chemistry.	\$32,158	\$2,962 U of L
		CONTRACTUAL/U OF L TOTALS	\$32,158	\$2,962 U of L
Materials				
0610	Supplies	PD supplies \$247 + DTAMs tests @ \$10 x 59	\$837	
		MATERIALS TOTAL	\$837	
		Subtotal of Direct Costs	\$188,363	
0913	Indirect Costs	Indirect Costs @ 3.14%	\$6,630	
		YEAR TWO PROJECT GRAND TOTAL	\$194,993	\$40,401

Section 75.562 of EDGAR states indirect cost is limited to 8% for educational training grants or other educational services, regardless of the rate negotiated with the cognizant agency. The difference

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between the 8% limit and the grantee's negotiated rate may not be used for cost sharing or matching purposes, charged to direct cost categories, or charged to another Federal award.

Some programs contain prohibitions against recovery of any indirect costs. Under grants received from one of these programs, a grantee may not charge to a direct cost category in its budget a cost that would be treated as an indirect cost in other situations, nor may those recovered indirect costs be charged to other Federal awards.

Financial Reports:

Both Parties to this contract agree that financial reports must be filed throughout the term of the contract as per the language in the scope of work. A final report must be filed within thirty days of the conclusion of the contract. The financials will be used to help evaluate the program's effectiveness and provide for the program's accountability.

Cancellation Clause:

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

Funding Out Provision:

The state agency may terminate this contract 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 contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

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 contract 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(9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

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 contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are

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exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements 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 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 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 the state sales and use tax, corporate and utility 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 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 shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

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). A list of such determination(s) is attached.