

OK AS TO FORM
-Rm 8-13-13

Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: 2014 Gates Integration Grant Jefferson County

Doc ID No: PON2 540 1300003146 1

Procurement Folder: 2945511

Procurement Type: Grant

Administered By: TRACY BILLINGSLEY

Cited Authority: KRS156.035

Telephone: (502) 564-1979

Issued By: TRACY BILLINGSLEY

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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	Gates Integration Grant		0.00		0.00000	150,000.00	150,000.00

Extended Description

Contract Period: Effective September 1, 2013 through June 30, 2014.

Account Number: E3507 Munis: 1843D

Services: The Kentucky Department of Education has selected eight districts to pursue reform work to integrate two critical strategies for raising student achievement: implementing the KY Core Academic Standards (Common Core Standards) to improve instruction and implementing a new system of support to improve educator effectiveness.

Method of Payment: The State Agency agrees to pay the Contractor a sum not to exceed \$150,000 to be paid for development of tasks and completion of the competition events upon receipt of approved quarterly invoice. The Contractor's invoice(s) for fee shall be signed and shall include not less than the following information: Description of charges, competition dates and task completed, along with total amount due. A final invoice must be submitted within 60 days of the contract expiration date.

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O376761
KDE DIV OF BUDGETS
500 MERO STREET
16TH FLOOR CAPITAL PLAZA TOWER
FRANKFORT KY 40601
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Total Order Amount: 150,000.00

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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

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

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

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**Kentucky Department of Education
Contract Terms and Conditions**

E3507/13KB E431 Funding

SCOPE OF WORK:

The Kentucky Department of Education has chosen eight districts to pursue reform work for districts to integrate two critical strategies for raising student's achievement: implementing the Kentucky Core Academic Standards (Common Core Standards) to improve instruction and implementing a new system of support to improve educator effectiveness. This will be accomplished by embedded support from effectiveness coaches to pilot the New Educator Effectiveness System before statewide rollout. This gives an opportunity to provide input on new educator effectiveness systems tools and training guides. As well as an opportunity to develop and provide resources for the Continuous Instructional Improvement Technology System (CIITS), which is an online resource for educators. Access to and professional learning in implementing the CSAS through the Literacy Design Collaborative (LDC) and Mathematics Design Collaborative (MDC) frameworks, including embedded, onsite support from KDE content specialists.

BILLING:

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

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

The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

BUDGET PER DISTRICT:

Jefferson County Schools

Stipends/Substitutes \$90,800.00

Educational Consultants \$ 9,800.00

Benefits \$ 3,817.00

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Travel \$20,520.00

Supplies \$25,063.00

TOTAL: \$150,000.00

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. If an invoice is sent please reference the contract number.

CONSIDERATION:

Both parties to this contract agree that additional reimbursement to the vendor for retiring consultants (upon their return to the district) will not be allowed. Indirect costs earned during the term of this agreement should be used to offset vendor costs.

Both parties to this contract agree that the requirements of the contract, including the statutorily required professional educational status of eligible contract employees, mandate the mutual agreement of the parties to the final selection of employees to serve under this contract.

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This agreement is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, Memoranda of Agreements \$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 only as provided under KRS 45A.700.

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

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been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 *et seq.*, where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

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

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.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of

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Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest

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statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

(This clause does not apply to contracts with public entities.)

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Certification:

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

Protest:

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. **A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:**

Lori H. Flanery, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-4240
Fax #: (502) 564-6785

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The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

**Requirements for Reporting to Kentucky Teachers Retirement System:
(This clause does not apply to contracts with public entities.)**

Please note that, if any bidder to this solicitation 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 potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. 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 responding to this solicitation, any potential bidder agrees to indemnify and hold the Kentucky Department of Education harmless, for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

Social security: (check one)

☒ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

☐ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

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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:

 X 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.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, 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 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, 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he 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.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as

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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 contract or with any of the said rules, regulations or orders, this contract 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.

Kentucky Department of Education
Jefferson County Public Schools
Integration Grant Year 1 Plan

BACKGROUND:

At the Kentucky Department of Education, we believe that

- districts and schools are key partners and have a critical role in supporting student academic success.
- improving student outcomes is a shared goal.
- improvements in these areas at the district-level will help ensure there is an effective teacher in every classroom and an effective leader in every school.
- the KDE should support districts by partnering to identify challenges, learning new ways to address them and thinking innovatively and systematically about solutions.

To pursue reform work associated with our beliefs, the Kentucky Department of Education has partnered with selected districts to integrate two critical strategies for raising student achievement: implementing the *KY Core Academic Standards (Common Core State Standards)* to improve instruction and implementing a new system of support to improve educator effectiveness. For year two of this work, we ask that each participating district submit a plan for expansion of this work that will lead to scale by the end of year three of the grant.

OVERVIEW:

By participating in the Integration work, pilot districts will receive the following:

- ✓ Support from KDE to pilot Educator Effectiveness System before Statewide Rollout
- ✓ Opportunity to provide Input on new educator effectiveness system tools and training guides
- ✓ Grant funds to pay for: stipends for teacher leaders/teacher release time for participation in grant professional learning and activities; support up to .5 FTE for a district project manager to coordinate grant activities and collect necessary data; resources to support instruction and instructional improvement
- ✓ Opportunity to develop, provide resources, and pilot tools for the Continuous Instructional Improvement Technology System (CIITS), an online resource for educators
- ✓ Professional learning and technical assistance in implementing the KCAS through the Literacy Design Collaborative (LDC) and Mathematics Design Collaborative (MDC) frameworks

COMMITMENTS/ RESPONSIBILITIES:

The KY Department of Education will

- Prioritize professional learning related to the new educator effectiveness system.
- rely on input from the districts to inform the educator effectiveness system.
- allow the districts to field test any new assessments.
- provide the LEAs and schools with support to implement the LDC and MDC strategies.
- provide the LEAs with support to implement the educator effectiveness system.
- build the CIITS to support data driven human capital decision making at the district and school level.

The pilot districts will

- align district curriculum to the KCAS: curriculum maps, syllabi, units and/or lesson plans.
- establish an educator effectiveness and a district Leadership Network Committee and identify a project manager to liaison with the KDE and other pilot districts.
- prioritize professional learning to focus on the KCAS, including LDC/MDC and educator effectiveness.
- participate in research related to educator effectiveness tools.
- participate in LDC and MDC professional learning and implement the frameworks.
- align district funds to support integration initiatives after the end of the grant period.
- eliminate conflicting professional development and unproven curriculum and instruction tools.
- agree to reporting and data collection necessary for evaluation and progress monitoring.
- participate in research through data collection and use—commit to develop, implement and review common assignments; use data to set and monitor improvement goals for student and teacher performance.
- utilize Integration Project funds according to guidelines for allowable expenditures.

ACKNOWLEDGEMENT:

We, the undersigned, understand that as a pilot district for the KY Integration Project, we will be expected to uphold the above-stated expectations. We further understand that failure to actively uphold these obligations may result in termination of pilot district status, reduction or elimination of grant funding, and may further limit the district's ability to participate in future pilot projects.

Signature (Superintendent)

Name (Superintendent)

Date