



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: 2014-2016 Read to Achieve

Doc ID No: PON2 540 1400003069 1

Procurement Folder: 3392902

Procurement Type: Memorandum of Agreement

Administered By: Nicole Crosthwaite

Cited Authority: FAP111-44-00

Telephone: (502) 564-1979

Issued By: TRACY BILLINGSLEY

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TREAS HARDIN CO BD OF ED

65 W A JENKINS RD

ELIZABETHTOWN KY 42701
US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Read to Achieve Grant		0.00		0.00000	97,000.00	97,000.00

Extended Description

Contract Period: Effective July 1, 2014 through June 30, 2016.

Account Number: E7315 Munis:182A and 182B

Services: The Kentucky Read to Achieve: Reading Diagnostic and Intervention Grant provides schools with competitive funds to design and implement a reading intervention program and/or practices that addresses the needs to primary (K-3) students reading at low levels.

Method of Payment: The State Agency agrees to provide funding for local Kentucky schools to offer intervention services for struggling readers in the primary program (K-3) in a sum not to exceed \$48,500 annually to be paid for development of diagnostic reading assessments and intervention services for those students who need them in order to learn to read at the proficient level. The first payment in the amount of \$24,250 will be made upon approval of the contract and with submittal of Read to Achieve Assurance. The second payment will be made at the third quarter of contract.

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KDE DIV OF BUDGETS
500 MERO STREET
16TH FLOOR CAPITAL PLAZA TOWER
FRANKFORT KY 40601
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Total Order Amount: 97,000.00

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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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**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions
Revised January 2012**

SCOPE OF WORK:

The Kentucky Read to Achieve: Reading Diagnostic and Intervention Grant provides schools with competitive funds to design and implement a reading intervention program and/or practices that address the needs of primary (K-3) students reading at low levels.

As per KRS 158.6451, it is the intent of the Kentucky Department of Education that every elementary school provide diagnostic reading assessments and intervention services for those students who need them in order to learn to read at the proficient level. This grant provides funding for local Kentucky schools to offer intervention services for struggling readers in the primary program (K-3).

As per KRS 158.792 (1)(c), the reading intervention selected by the school **MUST**:

- Allow for short-term, intensive instruction in the essential skills necessary to read proficiently;
- Be provided to a student by a highly trained teacher;
 - Be delivered one-on-one or in small groups (recommended group size of 2-4);
 - Be evidence-based, reliable, and replicable;
 - Be based on ongoing assessment of individual student needs.

IMPLEMENTATION REQUIREMENTS (Non-Negotiable)

Students eligible to receive intervention services **MUST** be enrolled in a public school primary program and read at low levels.

The struggling readers participating in the Read to Achieve (RTA) intervention services **MUST** be initially identified using a universal screener or the assessment chosen by the school/district to meet the requirements of Senate Bill 1. The initial pool of eligible students will be those scoring below average (classroom performance data, school level assessments, teacher input), one of the following types of Assessments (Universal Screener, Diagnostic Assessment, Progress Monitoring Assessment, and/or Outcome Measures) **MUST** be used to qualify additional students who score in the low average range (stanine 4, 30th percentile), as detailed in Appendix E of application.

All grant funded schools **MUST** administer a diagnostic assessment at least twice per year to all eligible students who qualify. The baseline assessments **MUST** be administered in the fall and

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post-tests must be administered in the spring.

Funding provided **MUST** be used to provide intervention to identified struggling readers using short-term intensive instruction, small group or one-on-one settings. Funds **CANNOT** be used to purchase a comprehensive core reading program for the entire primary population. The school **MUST** already have a comprehensive evidence-based core reading program/model in place for Tier 1 (core instruction for all students).

Every RTA school **MUST** hire a full day RTA intervention teacher to deliver RTA services to struggling readers. The interventionist must be a highly trained/qualified, certified primary teacher with at least three years teaching experience in the primary grades who has, or is working toward, a Master's degree in literacy. If the teacher has, or is working on, a Master's degree in another area, has a Planned Fifth Year Program, or is a National Board Certified Teacher, he/she will receive additional training in the stated intervention within the first year. The interventionist **CANNOT** be classified staff, an instructional assistant, an emergency certified teacher or a teacher in the Kentucky Teacher Internship Program. The RTA intervention teacher **CANNOT** be a classroom teacher while serving as the RTA interventionist. The RTA intervention teacher's daily responsibility **MUST** be primarily devoted to the delivery of intervention instruction to identified struggling readers. However, at various times of the year the RTA intervention teacher may be used to administer the universal screener and/or diagnostic assessment, serve on the RTA/Rtl team, lead literacy training within the school, and/or analyze data. The RTA intervention teacher may have supervisory duties (e.g., bus duty, hall duty) equal to, but not greater than, the other teachers in the building.

The school's selected Intervention Teacher is required to participate in professional learning (PL) (sponsored or supported by the Kentucky Department of Education (KDE)), related to struggling readers. Quality PL and training on research-based reading interventions are allowable expenditures within the parameters of the grant funding.

Schools **MUST** use funds to implement a reliable, replicable, evidence-based reading intervention services to improve the skills of struggling readers in the primary program. Intervention reading services **MUST** supplement, not replace, regular classroom reading instruction. All identified struggling readers **MUST** receive the school's core reading program/strategies as well as the RTA funded intervention services; the intervention services for identified students must be over and above their classroom's reading instruction time.

The school principal **MUST** monitor the implementation of the RTA intervention (student progress, appropriate spending, instructional practices, required trainings, professional development), to ensure the school remains in compliance with all grant requirements.

It is strongly recommended that all RTA schools have an Intervention Team in place (e.g., RTA Intervention Teacher, building principal, classroom teacher, school media specialist). This team may be the Rtl team as well. The parent/guardian of the identified student should also be considered part of the RTA team as it pertains to his/her child. The role of the RTA Intervention Team is to:

- Collaborate to develop and monitor reading intervention plans for identified students
- Coordinate resources (materials and/or personnel) for struggling readers;

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Meet on a regular basis to:

Review recommendations (based on additional criteria/assessments) to determine intervention eligibility for those students scoring at stanine 4 or lower (low average);
Discuss and determine the plan for exiting individual students from the intervention.

SPECIFIC INTERVENTION ELEMENTS (Non-Negotiable)

Schools **MUST** select and use an acceptable reading intervention(s) as defined by KRS 158.792 (1)(d). The intervention(s) **MUST** adhere to the following criteria:

The reading intervention(s) **MUST** be evidence-based, reliable, and replicable and may be one of the following:

Early Intervention in Reading (EIR) K, 1, 2, 3
Reading Recovery/Comprehensive Intervention Model K, 1, 2, 3
Peer Assisted Learning Strategies 2, 3
Cooperative Integrated Reading and Composition (CIRC) 2, 3
Reading Mastery K, 1, 2, 3 for English Learners

The reading intervention is short term and intensive, NOT a year-long placement. "Short-term" is intentionally not defined so that schools can plan interventions based on individual students' needs on prescribed time limits. Interventions that are designed and implemented as "year-long" or have a set "exit" date not based on individual student progress will NOT meet this standard. The reading intervention is designed for one-on-one or small group instruction.

Hiring of the highly qualified teacher as listed above.

The reading intervention is based on the on-going assessment of individual students and targeted to their specific needs.

Failure to implement the grant along with the selected reading intervention plan as stated or outlined in the funded application, may jeopardize the continuation of the Read to Achieve Grant.

REPORTING, BILLING AND METHOD OF PAYMENT:

The school must maintain and formally report program implementation and progress-monitoring data on all participating Read to Achieve intervention students as requested to the district, and the district will submit quarterly expenditure reports to KDE. The school must also agree to participate in statewide evaluations of their RTA state funded intervention, at the request of KDE.

Students being served by this grant **MUST** be recorded in the Infinite Campus Intervention Tab based on the intervention being provided and that school will ensure accuracy of data to KDE 20 days prior to the end of the school year. Reports will be pulled from IC periodically throughout the school year (see due dates in the Assurance Statement).

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Upon review of CDIP Expenditure Reports, the second payment will be made by Nicole Crosthwaite, Division of Budgets and Financial Management, 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:

Hardin County Schools

MUNIS CODE	Lakewood Elem.	
YEAR ONE		\$48,500
MUNIS CODE		
110/Certified Permanent	\$45,036	
120/Cert. Substitute	\$600	
219/Group Insurance	\$654	
253/Unemployment	\$60	
260/Worker's Comp.	\$140	
338/Registration	\$600	
339/Prof. Training	\$1,200	
610/Supplies	\$210	
YEAR TWO		\$48,500
MUNIS CODE		
110/Certified Permanent	\$45,036	
120/Cert. Substitute	\$600	
219/Group Insurance	\$654	
253/Unemployment	\$60	
260/Worker's Comp.	\$140	
338/Registration	\$600	
339/Prof. Training	\$1,200	
610/Supplies	\$210	
	Combined Total:	\$97,000

FINANCIAL REPORTS:

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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 technical report must be filed within **sixty 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.

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.

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 day's written notice of termination of the contract.

If the contract funding is reduced, then the scope of work related to the contract may also be reduced, upon mutual agreement of both parties and commensurate with the reducing in funding. This reduction of scope shall not be considered a breach of 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:

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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 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 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 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:

☒ **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.