



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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invoices and correspondence.**Doc Description:** 2014-2015 Instructional Transformation**Doc ID No:** PON2 540 1500001080 1**Procurement Folder:** 3689313**Procurement Type:** Memorandum of Agreement**Administered By:** Karen Wirth**Cited Authority:** FAP111-44-00**Telephone:** 502-564-1979**Issued By:** Karen WirthC
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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	2014-2015 Instructional Transformation		0.00		0.00000	100,000.00	100,000.00

Extended Description

2014-2015 Instructional Transformation

MUNIS 15NX

January 26, 2015 - December 31, 2015

Funding: 100% Restricted Funds

SCOPE OF WORK:

The 2014 Instructional Transformation Grant is designed to support districts as they implement critical strategies for raising student achievement.

Specifically, districts agree to collaborate with KDE-assigned effective coach (EC) and/or KDE Instructional Transformation Grant Coordinator to fulfill the following strategies:

KY Core Academic Standards (KCAS) implementation through Literacy Design Collaborative (LDC)/Math Design Collaborative (MDC);

Develop teacher leadership and opportunity; and

Apply Next Generation Assessment system.

Method of Payment of funding to districts will be one-half upon receipt of approved contract, and one-half after July 1, 2015. Districts will submit quarterly CDIP reports detailing expenditures consistent with the approved budget.

Extended Description

B I L L T O	376761 KDE DIV OF BUDGETS 500 MERO STREET 16TH FLOOR CAPITAL PLAZA TOWER FRANKFORT KY 40601 US	S H I P T O	
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Total Order Amount:	100,000.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: _____ **Title:** for 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 2014 Instructional Transformation Grant is designed to support districts as they implement critical strategies for raising student achievement.

Specifically, districts agree to collaborate with KDE-assigned effective coach (EC) and/or KDE Instructional Transformation Grant Coordinator to fulfill the following strategies:

KY Core Academic Standards (KCAS) implementation through Literacy Design Collaborative (LDC)/Math Design Collaborative (MDC);
Develop teacher leadership and opportunity; and
Apply Next Generation Assessment system.

Districts will establish a District Leadership Team (DLT) including, but not limited to, participating school principals and 7-10 teacher leaders who will plan, design, implement and evaluate the impact of professional learning on teacher practice and student growth and provide names, positions, and contact information of DLT members (February, 2015).

District Leadership Team (DLT) will:

Collaborate with EC to evaluate alignment and implementation of KCAS with district curriculum, instruction and assessments, using Innovation Configuration Map (January-December, 2015);

Plan and carry out professional learning for implementation of KCAS focused on LDC and MDC; measure implementation using the Professional Growth Effectiveness System (PGES) framework (January- December, 2015);

Make progress (as defined by implementation plan) toward qualifying as Commonwealth Acceleration Model Site (CAM) of professional learning systems, implementation of KCAS with LDC/MDC, Next Generation Assessment systems, and/or teacher leadership (January-December, 2015).

Districts, including but not limited to, Site Based Decision Making (SBDM) Members and Principals, agree to:

Provide requested district information and implementation data for monitoring and reporting to an independent researcher (January-December, 2015);

Participate fully in regional and state meetings with KDE, institutions of higher learning, and/or grant-sponsored partners for professional learning, networking, and technical support (January-December, 2015);

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Participate fully in SBDM cohort (1-3 SBDM members from participating schools) to build capacity of teachers and principals (January-December, 2015); and

Participate fully in KY Leadership Academy (KLA) to build capacity to support teacher and student outcomes (January-December, 2015).

Specifically, districts will receive:

Support from KDE effectiveness coaches for the following:

Creation/Refinement of professional learning systems that build district, school, and teacher capacity, including learning communities, and leadership and learning designs that reflect Kentucky's professional learning standards;

Implementation of KCAS through LDC and MDC;

Support opportunities to pilot structures that compensate teachers for building their leadership capacities and to define opportunities for teacher leadership pathways;

Development of assessment literacy and application of next generation assessment systems. Emphasis will be on gaining a deeper understanding of effective assessment literacy practices, including best practice for formative and summative assessment. This means opportunities and structures will be in place to learn about, develop, implement, refine, and share assessments that meet the challenges of Next Generation learning.

Opportunities to develop and provide resources for the Continuous Instructional Improvement Technology System (CIITS), an online resource for teachers.

BILLING, REPORTING AND METHOD OF PAYMENT: Remit all invoices, bills, or requests for payment to: Karen Wirth, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to karen.wirth@education.ky.gov.

This is a three year grant initiative. Funding beyond the **first** year, however, is contingent on the availability of funding, successful progress toward implementation of the project **as designed in the original proposal** and completion of project requirements as defined in this memorandum of agreement. Failure to produce evidence and/or maintain the integrity of the proposal as funded will constitute discontinuation of funding.

The Method of Payment of funding to districts will be one-half upon receipt of approved contract, and one-half after July 1, 2015. Districts will submit quarterly CDIP reports detailing expenditures consistent with the approved budget.

Upon subsequent funding for years two and three of the grant, districts will submit a budget proposal and evaluation of previous year's implementation progress.

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The Kentucky Department of Education reserves the right to observe project activities and contact participants during the duration of the project.

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:

MUNIS	ITEM	DETAIL	AMT
0120	Certified Subs	Substitutes for full-day Professional Learning (at Gheens Academy): 6 MDC teachers X 4 schools @ \$140 per day X 2 days (\$6,720) + 4 LDC teachers X 5 schools @ \$140 per day X 3 days (\$8,400) + Substitutes for state/regional Professional Learning: 2 teacher per school X 4 schools @ \$140 per day X 6 days (\$6,720) \$21,840	
0127	Stipends	6 MDC teachers X 25 hours (after-school PL, self-study and reflection) X 4 schools X \$20.40 per hour (\$12,240) + 4 LDC teachers X 23 hours (after-school PL, self-study and reflection) X 5 schools X \$20.40 per hour (\$9,384) + 5 Goal Clarity Coaches X 22 hours X \$20.40 (\$2,244) \$23,868	
0195	Extra Service	Project Coordinator (Resource Teacher) X 20 days X \$350.83 per day \$7,017	
0213	Liability Insurance	Calculated on Substitutes, stipends and extra Service \$78	
0222	Medicare Match	Calculated on Substitutes, stipends and extra Service \$685	
0231	KTRS	Calculated on Substitutes, stipends and extra Service \$1,190	
0253	Unemployment	Calculated on Substitutes, stipends and extra Service \$526	
0260	Worker's Comp	Calculated on Substitutes, stipends and extra Service \$203	
0322	Education Consultants	1 Math Content Expert @ \$4,900 + 1 Literacy Content Expert @ \$4,900 to assist with district professional learning \$9,800	
0322	Evaluations	JCPS Evaluation Process \$4,760	
0581	In-county	Mileage for travel to/from schools Project Coordinator: 1,080 miles @ .48 cents per mile \$518	
0582	Out-of-district	State/regional professional learning days 17 participants (8 teacher leaders, 5 Goal Clarity Coaches or APs, Project Coordinator, Math and Literacy Specialist, Evaluator or other district administrator) X 148 miles X 3 roundtrips @ .48 cents per mile \$3,623	
0585	Meal per diem	17 participants (same as above) X \$30 per day X 6 days \$3,060	
0586	Lodging	17 participants (same as above) X 3 nights X	

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		\$150 per night	\$7,650
0610	Project Supplies	\$145 per month x 8 months	\$1,160
0643	Supplemental books,	54 teachers, Goal Clarity Coaches and APs X	
	Study guides	\$93 each (\$5,022) + \$1,800 per school	
	Curriculum	X 5 schools (\$9,000)	\$14,022
TOTAL		\$100,000	

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 technical 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.

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.

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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 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:

☒ 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.