



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Javits Gifted and Talented Students Education	
Doc ID No: PON2 540 1600000937 1	Procurement Folder: 4115636
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: STEPHANIE MACK	Cited Authority: FAP111-44-00
Telephone:	

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

Effective From:

Effective To:

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Javits Gifted and Talented Students Education		0.00		0.00000	209,240.00	209,240.00

Extended Description

Contract Period: January 22, 2016 - August 31, 2016

MUNIS# 536B CFDA# 84.206 PR Award # S206A150003 Pass-through# 5970003-15

Template: E89015

Scope of Work: Provide professional learning to school leaders on the Excellence Gap and increase state capacity to identify and serve more underrepresented students. Demonstrate the Young Scholars at model at schools in Jefferson County. Increase identification of underrepresented students in grades K-3. Select a teacher from each project school to earn Gifted and Talented Endorsement who will serve as project leader at their site. Teachers in grades K-3 participate in professional learning to enhance their understanding of gifted behaviors.

Method of Payment: Quarterly cost reimbursement. MUNIS reports must be submitted based on the approval budget. 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.

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: 209,240.00

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This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

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

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

DUNS#-- 062984430

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)

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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 April 2015

Scope of Services

Provide professional learning to school leaders on the Excellence Gap and increase state capacity to identify and serve more underrepresented students. Demonstrate the Young Scholars at model at schools in Jefferson County. Increase identification of underrepresented students in grades K-3. Select a teacher from each project school to earn Gifted and Talented Endorsement who will serve as project leader at their site. Teachers in grades K-3 participate in professional learning to enhance their understanding of gifted behaviors. Teacher learning focuses on instructional methods to differentiate instruction, advance curriculum resources to meet the needs of gifted students as well as classroom strategies to promote critical and creative thinking. The project will also provide social and emotional supports to students along with parent engagement activities.

Project Goals and Objectives:

- Increase identification of and services to students from underrepresented groups for the gifted and talented program to reduce Kentucky's Excellence Gap;
- Increase teacher understanding of the behaviors that correlate with high potential in underrepresented populations and enhance teacher professional practice to foster and support diverse learners and emerging talent;
- Increase student readiness for gifted program participation through engagement in challenging curriculum and cluster grouping for instruction;
- Develop and disseminate information to inform school leaders about the Excellence Gap and strategies for eliminating it in schools throughout the Commonwealth of Kentucky;
- Develop tools to build state capacity to implement the Young Scholars Model and increase identification and services for diverse learners.

Proposed Outcomes:

- Students identified as Young Scholars demonstrate higher achievement and greater growth in reading and math in Years 2 and 3 than comparable students in comparison schools.
- The percentage of students from underrepresented groups identified for K-3 Primary Talent Pool at project schools will be higher than the percentage at comparison schools.
- The majority of project teachers will use advanced curriculum, response lessons, and instructional best practices to promote critical and creative thinking and effective learning of diverse gifted students.
- Students identified as Young Scholars will show higher achievement and greater growth on Measures of Academic Progress for Primary Grades (MPG) and district assessments.
- Project staff develop and widely distribute information on Kentucky's Excellence Gap via presentations, web, and print mediums.
- Project staff develop an implementation guide and other tools (classroom videos, lessons, screening and

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assessment resources), so other districts and schools may adopt demonstrated best practices for identifying and serving gifted learners from disadvantaged backgrounds and underrepresented groups.

- Increase teacher understanding of the behaviors that correlate with high potential in underrepresented populations and enhance teacher professional practice to foster and support diverse learners and emerging talent;
- Increase student readiness for gifted program participation through engagement in challenging curriculum and cluster grouping for instruction;
- Develop and disseminate information to inform school leaders about the Excellence Gap and strategies for eliminating it in schools throughout the Commonwealth of Kentucky;
- Develop tools to build state capacity to implement the Young Scholars Model and increase identification and services for diverse learners.

Pricing

Cost Item Description and Basis	Year 1
Teachers: Extra Service, Summer Instruction (20 Teachers X average daily rate @ \$340 X 10 days). 3% Cost of Living Adjustment (COLA) Years 2 and 3. In Years 2 and 3, Teachers from the Endorsement Program will use summer as Practicum, so the summer instruction calculation is based on 15 teachers.	\$68,000
Teachers: Professional Development Stipend (4 Teachers per school X 6 schools X \$21.20 per hour X 26 hours (14 hours summer, 6 hours fall, 6 hours spring). 3% COLA Years 2 and 3. Teachers from 4 additional schools participate in PD Year 3 (4 Teachers per schools X 10 schools X 26 hours).	\$13,229
Substitute Teachers: 4 Teachers per school X 6 schools @ \$150 per day X 4 days during school year. Year 3 more schools added: (4 Teachers per school X 10 schools X 4 days X \$150).	\$13,700
Personnel	\$94,929
Teachers: Extra Service, Summer Instruction (Benefits @ 18.78%)	\$12,773
Teachers: Professional Development Stipend	\$2,485
Substitute Teachers	\$2,750
Benefits	\$18,008
Mileage: Travel by JCPS Project Staff 2,000 miles @ 41 cents per mile	\$820
Travel	\$820
Measures of Academic Progress Primary Assessment (MPG) @ \$13.50 per student X 50 students X 12 schools (6 project schools + 6 comparison schools) (30 students X 12 schools Years 2 and 3)	\$8,100
Naglieri Nonverbal Abilities Test @ \$9.95 per student X 50 students X 12 schools (6 project schools + 6 comparison schools) (30 students X 12 schools years 2 and 3)	\$5,970
Curriculum Materials	\$22,320
Parent Involvement Materials (\$350 per school: 6 schools Years 1 & 2 and 10 Year 3)	\$2,100
Professional Development Materials: 4 Teachers + 1 Counselor or other staff X 6 schools @ \$80 each (10 schools in Year 3)	\$2,400
Project Supplies: copying, printing, postage, office supplies \$120 X 10 months.	\$1,200
Summer Program Supplies: 200 students @ \$10 each	\$2,000
Supplies	\$44,090
Dr. Carol Horn, Fairfax County Public Schools: \$500 per day X 8 days plus travel (2 trips X \$1,000 per trip)	\$6,000
Supporting Educational Needs of the Gifted training for Counselors and School Staff:	\$2,000

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two half day sessions per year.	
Bus Transportation to Summer Program: 10 buses @ \$225 X 10 days. In Years 2, JCPS will contribute \$5,000 and in Year 3 \$10,000 from Title I funds for buses.	\$22,500
Contractual	\$30,500
Tuition Gifted and Talented Endorsement: 1 Teacher Leader per school X 5 schools X \$2,000 per semester. (Year 1: Cohort 1 = 5 Teachers Summer and Fall semesters. Year 2: Cohort 1 = 5 Teachers Spring and Summer semesters plus Cohort 2 = 5 Teachers Summer and Fall semesters. Year 3: Cohort 2 = 5 Teachers Spring and Summer semesters).	\$20,000
Other	\$20,000
9. Total Direct Costs	\$208,347
10. Indirect Costs @ 3.57% (Per federal guidance indirect cost is limited to the first \$25,000 of direct costs)	\$893
12. Total Costs	\$209,240

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

Remit all invoices, bills, or requests for payment to: Stephanie Mack O'Connor, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to stephanie.mack@education.ky.gov.

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

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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

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is 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, 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. 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, sexual orientation, gender identity, age or disability.

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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 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.

ADDITIONAL TERMS AND CONDITIONS – KENTUCKY DEPARTMENT OF EDUCATION

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

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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, any contractor 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.

Federal Funding Accountability and Transparency Act Compliance

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.

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.