



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: FY17-Alternative Certification Elem & Secondary (ACES)

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Jefferson County Board of Education

PO BOX 34020

LOUISVILLE
US

KY 40232-4020

Effective From: 07/15/2016

Effective To: 06/30/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Alternative Certification Elementary & Secondary		0.00		0.00000	80,000.00	80,000.00

Extended Description

Contract Period July 15, 2016-June 30, 2017

General Funds-Accounting Template E8700

This program identifies, recruits, develops, and employs highly qualified minority educators through the only district-based alternative certification route in Kentucky partnered with Jefferson County Public Schools.

Any unencumbered funds at the close of the contract period must be returned to the Kentucky Department of Education with the submission of the final invoice.

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

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376761
KDE DIV OF BUDGETS
500 MERO STREET
16TH FLOOR CAPITAL PLAZA TOWER
FRANKFORT KY 40601
US

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Total Order Amount: 80,000.00

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Memorandum of Agreement Terms and Conditions

Revised May 2016

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and Jefferson County Board of Education ("the Contractor") to establish an agreement for Alternative Certification Elementary & Secondary Grant. The initial MOA is effective from July 15, 2016 through June 30, 2017

Scope of Services:

This program identifies, recruits, develops, and employs highly qualified minority educators through the only district-based alternative certification route in Kentucky Jefferson County Public Schools has taken notice to the growing mismatch between the degree of racial/ethnic diversity in the student population and the degree of Diversity in the teaching force. We have been intentional in our efforts to recruit and retain minority teachers. JCPS has set the goal of all schools are staffed, resourced, and equipped to support student needs. To do this, J CPS, will help of ACES, intends to increase the percentage of educators hired by ttle district who arc Racial/Ethnic Minorities.

Goals & Deliverables

Recruit and develop highly-qualified, culturally competent staff who reflect the diversity of the student population.

Provide 350+ hours of research-or evidence-based curriculum and best practice strategies to increase the capacity of our teachers.

Provide a four person committee (district instructional supervisor, teacher educator, mentor teacher, and school administrator) to each ACES participant for support through our "ACES Year of Record"

Provide additional information program goals:

Number of Participants Seeking Initial Teacher Certification	Number of "Approved" Program Completers	Number of "Insufficient" Ratings (Continuing in the Program)	Number of "Disapproved" Ratings (Dismissed From the Program)	Number of Participants passing PRAXIS II	Number Placed in a JCPS School	Number of Participants Passing KTIP (yr. 1)	Number Retained After Year 2 of Teaching in JCPS
2015-2016:	9	0	0	9	9	N/A	N/A
2016-2017:							

Currently 16 participants selected for the next cohort. However, their continuation in the program will be contingent upon passing their PRAXIS exams. A final number of participants will be available in spring 2017. The goal is always to have 100% program completers of individuals entering the field experience portion of the program

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The ACES program is an accredited program. Over the course of twenty-three years, the ACES Program has produced 267 minority educators. Each year we are required to submit data reports to Kentucky Department of Education and the Education Professional Standards Board on how many participants were enrolled, left the program, and/or successfully completed the program.

The ACES participants are evaluated throughout the summer training and course work through formative and summative assessments which demonstrate their learning and ability to implement taught curriculum in a classroom. During the academic school year, ACES participant, complete their "ACES Year of Record". To complete this process, the participants are evaluated a minimum of 18 lessons, submit weekly lesson plans, and spend 50 hours of observing other highly qualified teachers. I have attached a copy of the ACES Handbook; this document will outline our evaluation process for program completers.

Pricing: - \$80,000 – Jefferson County Schools

0110-Certified Permanent Salary -\$10,000

This amount will pay for the salary days not covered in the ACES Program Coordinator's employee calendar and the District's Instructional Supervisor, Vernita Anderson. Mrs. Anderson oversees all field placement observations and committee meetings.

0113-Other Certified Salary-\$5,000

This amount will pay for the certified instructors that teach the ACES Program course work and the stipends for the resource teachers that serve on the ACES support committees.

0120-Certified Sub Teacher-\$50,000

(They are paid at a substitute teacher pay rate.)

This amount will pay for the ACES program participants their summer stipends for attending the course work required for the program during the months of June and July.

0338- Registration Fees-\$1,000

This amount will pay for the Praxis testing required for Kentucky candidates to achieve certification status.

0559 Other Printing-\$100

This amount pays for the printing cost for program materials.

0610-General Supplies-\$4,000

This amount pays for the classroom supplies for the ACES Program participants would need to be successful in the program and in the classroom. (Since the ACES students are in a co-teaching situation, types of supplies are necessary for the ACES participants that would not already be available in the classroom).

The general supplies are typically for the ACES instructors and ACES participants to complete the required ACES training. We purchase classroom supplies such as paper, pencils, markers, paper clips, staplers, post-it notes, chart paper, binders, and journals. All items purchased are on bid with JCPS. At times, our ACES teachers are hired late in the hiring season and do not have general supplies provided by the school available at the start of the school year. If the participants are serving as teachers of record, the program assists in providing materials needed for our participants to be successful in the classroom. Examples of these materials are; chart paper, sentence strips, contact paper, and bulletin board paper.

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0643-Supplementary Books/Study Guides-\$9,900

This amount paid for textbooks needed for the ACES Program coursework. Purchased textbooks are used by our instructors during the ACES training courses. Please find attached a copy of our book list and prices. We use our Title II allocation to pay for most of our instructor stipends for coursework/professional development.

The vendor shall submit an invoice once per semester upon accurate completion of all required Documentation. Invoices must include contract number, a list of student participating in the program and a breakdown of expenses as outlined in the detailed budget. All payments contingent upon receipt of district expense report.

Remit all invoices, bills, or requests for payment to: Kristin Burton, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to Kristin.Burton@Education.Ky.Gov. 502.564.1979 x4346

Cancellation clause:

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

Funding Out Provision:

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

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 agreement 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(8) and (10), 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration

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Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that 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 been granted delegation authority by the Secretary.

Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, 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

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employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, 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.

3. The Contractor will send to each labor union or representative of workers with which he/she 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 agreement or with any of the said rules, regulations or orders, this agreement 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

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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 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.

*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.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

Signature

Title

Printed Name

Date

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2nd Party:

Signature Title

Printed Name Date

Other Party

Signature Title

Printed Name Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney

Jefferson County Public Schools
Routing Form for Agreements Requiring
Board Approval

- What empirical evidence do you have that this program will achieve those goals?

The ACES program is an accredited program. Over the course of twenty-three years, the ACES Program has produced 267 minority educators. Each year we are required to submit data reports to Kentucky Department of Education and the Education Professional Standards Board on how many participants were enrolled, left the program, and/or successfully completed the program.

The ACES participants are evaluated throughout their summer training and course work through formative and summative assessments which demonstrate their learning and ability to implement taught curriculum in a classroom. During the academic school year, ACES participants complete the "ACES Year of Record". To complete this process, the participants are evaluated a minimum of 18 lessons, submit weekly lesson plans, and spend 50 hours of observing other highly qualified teachers.

- Are the services to be provided in line with best practices?

Yes, the ACES Program is in alignment with best practices. We have a goal to prepare 10-15 minority teachers to enter into the K-TIP experience for 2017 – 2018 school year. To do this we will:

1. Recruit and develop highly-qualified, culturally competent staff who reflects the diversity of the student population.
2. Provide 350+ hours of research- or evidence-based curriculum and best practice strategies to increase the capacity of our teachers.
3. Provide a four person committee (district instructional supervisor, teacher educator, mentor teacher, and school administrator) to each ACES participant for support through our "ACES Year of Record".