



# Commonwealth of Kentucky

## CONTRACT

### IMPORTANT

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**Doc Description:** FY17 Read to Achieve - Pikeville Independent Schools

**Doc ID No:** PON2 540 1600003233 1

**Procurement Folder:**

**Procurement Type:** Memorandum of Agreement

**Record Date:**

**Issued By:** TERI MASON

**Cited Authority:** FAP111-44-00

**Telephone:**

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TREAS PIKEVILLE IN BOARD OF ED

148 Second Street

PIKEVILLE KY 41501  
US

**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	FY17 Read to Achieve Grant		0.00		0.00000	48,500.00	48,500.00

### Extended Description

Contract Period: Effective July 15, 2016 through June 30, 2017.

Account Number: E7315 100% General Funds

Munis:182C

Services: The Kentucky Read to Achieve: The Read to Achieve 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 of \$24,250 in the first quarter after submittal of the Read to Achieve Assurance. The second payment of \$24,250 to be made in the third quarter after review of CDIP Expenditure Report and the KDE Expense Report Narrative.

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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:**

48,500.00

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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 Pikeville Independent Schools ("the Contractor") to establish an agreement for the FY17 Read to Achieve grant. The initial MOA is effective from July 15, 2016 through June 30, 2017.

### Scope of 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 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.

### GRANT 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, 30<sup>th</sup> 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 post-tests must be administered in the spring.

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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 as determined by the submitted/approved schedule of the RTA teacher. 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/RtI 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), related to struggling readers including but not limited to, the KDE-sponsored webinars. 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 as stated in the annual Assurance Statement.

It is strongly recommended that all RTA schools have an Intervention Team in place (e.g., RTA Intervention Teacher, building principal, classroom teacher, and school media specialist). This team may be the RtI 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

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Coordinate resources (materials and/or personnel) for struggling readers;  
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  
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. Students being served by Read to Achieve Intervention **MUST** be identified in the Infinite Campus (IC) Intervention Tab based on the intervention being provided and the 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 year.

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.

### **Deliverables/Measures of Success**

<b>Requirement</b>	<b>Measurement for Success</b>	<b>Timeline for Completion</b>
<b>Full-day RTA Intervention Teacher</b>	Teachers will submit their daily schedule for KDE approval	By the end of the first month of school and throughout the school year as changes occur
<b>Grant-Approved Intervention Program</b>	Schools selected grant-approved intervention programs and must use the	Beginning, middle and end of school year

	chosen program to provide intervention services (Teachers complete teacher/program evaluations-3-throughout the year. Teachers indicate program{s} being used.)	
<b>On-Going Professional Learning</b>	Teachers participate in KDE-sponsored professional learning via webinars. (Viewing/participation confirmation is required for each webinar.)	Throughout the school year as webinars are made available to RTA teachers
<b>Intervention Student Data</b>	Schools are required to enter student data into the Intervention Tab in Infinite Campus for all students receiving RTA grant intervention services. (Data is pulled from the Intervention Tab, analyzed and feedback given, as needed, to schools.)	Data is pulled four times throughout the school year, typically: end of October, January, March and June.
<b>Program Evaluation</b>	Teachers complete three program evaluations per school year. (Evaluations are completed via online survey formats. Schools with completed surveys are determined to have successfully met this requirement.)	Beginning, middle and end of school year

**Pricing:**

District: Pikeville Independent

	<b>Pikeville</b>
School Name	<b>Elem</b>
Munis Series	
0100-Salaries	\$47,000
0200-Employee Benefit	\$1,500
	\$48,500

District Total: \$48,500

Payments will be made in first and third quarters. The first payment will be made upon receipt of the RTA Assurances. The second payment will be made upon review of CDIP Expenditure Report and the KDE Expense Report Narrative. Payments will be made by Teri Mason, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16<sup>th</sup> Floor, Frankfort KY 40601.

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**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 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,

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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 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

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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 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 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



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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.

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	_____
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_____ Printed Name	_____ Date	_____
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2nd Party:

_____ Signature	_____ Title	_____
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_____ Printed Name	_____ Date	_____
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Other Party

_____ Signature	_____ Title	_____
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_____	_____	_____
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Printed Name

Date

Approved as to form and legality:

**Approved in eMARS**

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Kentucky Department of Education Attorney