

Agreement  
Between  
THE COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT  
READING RECOVERY® CENTER  
And  
Jefferson County School District

This agreement, entered into on July 1, 2017 by and between the University of Kentucky for the Collaborative Center for Literacy Development, Reading Recovery Center, a non-profit corporation existing under the laws of the Commonwealth of Kentucky (herein referred to as CCLD/RR) and Jefferson County School District (herein referred to as Second Party), is for the performance of certain work/services and reimbursement of allowable costs.

BACKGROUND

CCLD was created by the Kentucky General Assembly in 1998 through [(KRS 164.0207 & 45A.690 (1) (D) 3]. CCLD operates administratively within the College of Education at the University of Kentucky. Reading Recovery began in Kentucky in 1988 with one school district. By 1997, Reading Recovery teachers were being trained at four teacher training sites statewide. The Reading Recovery model of assisting districts with low reading skills became the catalyst during the 1998 Kentucky Legislative Session for the creation of the Collaborative Center for Literacy Development. In 2001, the University of Kentucky became the 23<sup>rd</sup> University Training Center in North America. The University Training Center trains, assists, and monitors Teacher Leaders through statewide implementation.

Therefore, the parties agree as follows:

ARTICLE I – Scope of Work

The Second Party agrees to perform the following work:

- Maintain registered status through affiliation with the university training center with Reading Recovery, Literacy Lessons & Comprehensive Intervention Model
- Continue employment in the role of a teacher leader in his/her registered site
- Teach a minimum of two Reading Recovery children per day for 30-minute daily sessions and one Comprehensive Intervention Model group in a school setting throughout the school year
- Teach a training class of 8-12 Reading Recovery teachers during the field year, and in subsequent years as needs dictate within the site
- Provide Comprehensive Intervention Model training as needs dictate within the site
- Conduct assessment training (including practice with children) for a minimum of 24 hours
- Ensure that teachers teach behind the glass at least three times during the year
- Visit teachers-in-training at least four to six times during the year to provide guidance and instructional assistance with Reading Recovery, Literacy Lessons & Comprehensive Intervention Model
- Provide trained teachers with at least six continuing contact sessions each year, including a minimum of four behind-the-glass sessions with two lessons per session with Reading Recovery, Literacy Lessons & Comprehensive Intervention Model
- Visit trained Reading Recovery teachers at least once each year to ensure quality control of the program, with additional visits based on need or request
- Keep complete records on each child as a basis for instruction, predictions of progress, lesson records, running records, record of writing vocabulary, and record of book level
- Submit data to the university trainer as required

ARTICLE II – Period of Performance

The term of this agreement shall extend from July 1, 2017 through June 30, 2018. Second Party shall notify CCLD/RR as soon as possible, of any reason that might contribute to the failure to perform within the specified term

even if such reason is beyond the control and without fault or negligence of the Second Party. The performance period may be modified by mutual agreement of the parties.

#### ARTICLE III – Financial Consideration and Records

1. The total compensation to be paid for Second Party's activities will not exceed \$60,000 based on the budget outlined in Attachment 1.
2. CCLD/RR payment to Second Party shall be based upon the terms and conditions as specified in this agreement and the availability and allocation of CCLD/RR's funds necessary to finance CCLD/RR's performance.
3. Second Party shall maintain reasonable financial records incident to the performance of this agreement. Second Party shall allow CCLD/RR and the University of Kentucky access to any books, documents, papers and records of the Second Party directly pertinent to this project for the purpose of performing an audit.
4. Second Party shall submit an annual budget report. The budget report shall provide a current and cumulative breakdown of costs.
5. In the event the district does not renew the Reading Recovery Teacher Leader Grant, the carry over money remaining in the grant must be returned to the University Training Center at the University of Kentucky.

#### ARTICLE IV – Designated Representatives

For CCLD/RR: Trainer/Director

Name: Judy Embry

UK CCLD/RR

120 Quinton Court, Suite 101

Lexington, KY 40509

(859) 257-7859

(859) 323-3963 - Fax

For CCLD/RR: Administrative Representative

Name: Paul Brown

UK Collaborative Center for Literacy Development

120 Quinton Court, Suite 200

Lexington, KY 40509

(859) 257-6734

(859) 323-2824 Fax

Name: George Hruby, Executive Director

UK Collaborative Center for Literacy Development

120 Quinton Court, Suite 200

Lexington, KY 40509

(859) 257-8220

(859) 323-2824 - Fax

For Second Party:

Name: Dr. Donna Hargens

Organization: Jefferson County Public Schools

Address: VanHoose Education Center - 3332 Newburg Road

City, State Zip: Louisville, KY 40218

Phone: 502-485-3011

For Second Party:

Name: Suzanne Wright

Organization: Jefferson County Public Schools

Address: Gheens Building – 4425 Preston Highway

City, State Zip: Louisville, KY 40213

Phone: 502-485-3053



#### ARTICLE V – Invoices

An invoice for the \$60,000 shall be submitted to CCLD/RR by July 1, 2017.

#### ARTICLE VI - Assignments and Subcontracts

Neither performance nor payment involving the whole or any part of this agreement as described under Article I may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by Second Party without the prior written consent of CCLD/RR.

#### ARTICLE VII - Changes and Prior Approval

Second Party is responsible for both notifying CCLD/RR and obtaining prior written approval of CCLD/RR with respect to any changes that might materially alter the terms of this agreement. Examples include, but are not limited to, changes in the period of performance, in Second Party's Director, significant re-budgeting (involving 20% or more of any budget line) and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, refer questions to CCLD/RR's Administrative Representative cited in Article IV.

#### ARTICLE VIII – Insurance

Second Party shall be solely responsible for any and all third party liability that might be incurred in the performance of this agreement. Therefore, Second Party shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

#### ARTICLE IX – Suspension

CCLD/RR reserves the right to suspend this agreement at any time by electronic or telephone notice to Second Party followed by written notice within 10 days of the initial notice. Second Party will immediately stop performance and will not perform under this agreement until receiving a resume performance notice from CCLD followed by written notice within 10 days. CCLD/RR will provide Second Party with the reason(s) for suspension and indicate if any remedies are available to Second Party. If CCLD/RR and Second Party mutually agree the reason(s) for the suspension have been remedied, CCLD/RR will issue a resume performance notice to Second Party. Second Party will not be reimbursed or paid for any charges during the suspension period.

#### ARTICLE X – Termination

CCLD/RR reserves the right to terminate this agreement at any time by giving Second Party written notice at least 30 days prior to the effective date of termination. The Second Party may submit a written request to CCLD/RR for termination at least 30 days prior to the effective date of termination.

In the event of default, either by Second Party's failure to substantially perform its obligations, Second Party's violation of other material terms of this agreement, or CCLD/RR's termination of work by CCLD/RR, then performance by the Second Party under this agreement may be terminated by CCLD/RR at any time by giving written notice to the Second Party. Should performance be so terminated, the Second Party shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to CCLD/RR under the terms of CCLD/RR's Award. Payment shall be made upon submission to CCLD/RR of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by CCLD/RR.

## ARTICLE XI – Certifications

By accepting this agreement, Second Party certifies compliance with the following, if applicable:

### 1. Non-Discrimination

Second Party certifies that it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity"
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
- Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental handicap;
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
- Age Discrimination Act of 1975 which prohibits unreasonable discrimination based on age.

### 2. Audit Requirements

Second Party shall maintain reasonable financial records incident to the performance of this agreement. Second Party shall allow CCLD/RR and the University of Kentucky access to any books, documents, papers and records of the Second Party which are directly pertinent to this project for the purpose of performing all audit.

ARTICLE XII - Entire Agreement

This agreement is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions proposed by Second Party inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by CCLD/RR in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this agreement as of the date(s) set forth below:

COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT/READING RECOVERY

Dr. Judy Embury 4-12-17  
CCLD/RR Trainer/Director Date

[Signature] 4/14/17  
CCLD Executive Director Date

SECOND PARTY:

\_\_\_\_\_  
Date

\_\_\_\_\_  
IRS Employer Identification Number or Social Security Number

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Director, Purchasing Division

EXAMINED AS TO FORM & LEGALITY:

\_\_\_\_\_  
University Legal Counsel

OFFICIAL APPROVAL:

\_\_\_\_\_  
Senior Vice President for Administration

### Attachment A: Statement of Assurances

The Fiscal Agent assures that:

1. The fiscal agent matches the Reading Recovery Teacher Leader Grant based on need.
2. The fiscal agent will use fiscal control and fund accounting procedures to ensure proper disbursement and accounting for state funds paid under the Reading Recovery University Training Center and the Collaborative Center for Literacy Development.
3. The fiscal agent will:
  - \*provide regular updates on budget to the University Training Center at the University of Kentucky;
  - \*maintain records, provides information, and afford access to the records to the University Training Center and the Collaborative Center for Literacy Development;
  - \*comply with the Open Records law.

\_\_\_\_\_  
Signature of Superintendent and/or Dean (Fiscal Agent)

\_\_\_\_\_  
Date

The Site Coordinator assures that:

1. The training site follows and adheres to the *Standards and Guidelines* from the Reading Recovery Council of North America (RRCNA) and the Reading Recovery University Training Center at the University of Kentucky.
2. Evaluation data will be collected and made available to the University Training Center and the Collaborative Center for Literacy Development.
3. The Site Coordinator supports the Teacher Leader and teachers at the training site through on-going implementation plans that involve strengthening Reading Recovery within the long range development of each school's comprehensive literacy plan throughout the Commonwealth of Kentucky.

  
\_\_\_\_\_  
Signature of Site Coordinator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Teacher Leader

  
\_\_\_\_\_  
Date