



# Commonwealth of Kentucky

**OK AS TO FORM**  
C.H. 6-30-17

## CONTRACT MODIFICATION

**IMPORTANT**  
Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Javits Gifted and Talented Students Education	
<b>Doc ID No:</b> PON2 540 1700000315 2	<b>Procurement Folder:</b> 4315878
<b>Procurement Type:</b> Memorandum of Agreement	<b>Record Date:</b>
<b>Issued By:</b> STEPHANIE MACK	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 502-564-1980	

**Reason For Modification:** The modification is to add the carryover funds from year one and to transfer funds from UofL to JCPS.  
 \$141,282 Original contract amount  
 \$107,219 Modification increase  
 \$248,501 Revised contract amount

<b>C O N T R A C T O R</b>	Jefferson County Board of Education
	PO BOX 34020
	LOUISVILLE KY 40232-4020
	US

**Effective From:** 10/07/2016

**Effective To:** 08/31/2017

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	248,501.00	248,501.00

**Extended Description**

Contract Period: October 7, 2016 - August 31, 2017

MUNIS# 536C CFDA# 84.206 PR Award # S206A160003 Pass-through# 5970003-16 Template: E89016 \$146,851

MUNIS# 536B CFDA# 84.206 PR Award # S206A160003 Pass-through# 5970003-15 Template: E89015 \$101,650

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 and the KDE District Expense Form. 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 upon receipt of the final grant award notification.

<b>B I L L T O</b>	376761	<b>S H I P T O</b>
	KDE DIV OF BUDGETS	
	300 SOWER BLVD	
	FRANKFORT KY 40601	
US		

**Total Order Amount:** 248,501.00

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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 Public Schools ("the Contractor") to establish an agreement for providing professional learning to school leaders and providing support to students. The initial MOA is effective from October 7, 2016 through August 31, 2017.

**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.

**Deliverables**

**Project Goals:**

- 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 elimination 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 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 Two	Modification	Revised Total
Teachers: Extra Service, Summer Instruction (15 Teachers x 45 hours at 675 total hours @ aprx \$72 per hour) 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.	\$48,560		\$48,560
Two Site Administrators @ 50 hours each		+\$4,910	\$4,910
Teachers: Professional Development Stipend (4 Teachers per school X 6 schools X \$20.81 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).	\$11,904		\$11,904
Retired Administrator: An additional amount was added to year two from the University of Louisville. This amount will be used to hire a retired administrator who will assume the duties of the "post doc" position in August. These duties include modeling of lessons, scheduling and administering assessments, walkthroughs, etc. The current post-doc will resign on July 31 <sup>st</sup> .		+\$5,206	\$5,206
Classified Extended Time: ESL translators and clerical support.	\$200		\$200
Substitute Teachers: 4 Teachers per school X 5 schools + 3 GT Leads @ \$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).	\$11,000		\$11,000
<b>Personnel</b>	<b>\$71,664</b>	<b>+\$10,116</b>	<b>\$81,780</b>
Teachers: Extra Service, Summer Instruction (Benefits @ 18.78%)	\$12,418		\$12,418

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Site Administrators Benefits		+\$1,096	\$1,096
Classified Benefits	\$50		\$50
Substitute Teachers	\$2,705	-\$2,435	\$270
Retired Administrator: This amount includes fringe benefits 9364.00) for the retiree who will assume the duties of the post-doctoral researcher.		+\$364	\$364
<b>Benefits</b>	<b>\$15,173</b>	<b>-\$975</b>	<b>\$14,198</b>
Mileage: Travel by JCPS Project Staff 2,000 miles @ 41 cents per mile	\$410	+\$250	\$660
Javits Grantee meeting: JCPS Project Manager to attend (lodging 2 nights @ \$225 each, airfare \$500, per diem \$0 x 3 days, ground transportation to/from airport \$100 roundtrip)	\$1,200	+\$250	\$1,450
<b>Travel</b>	<b>\$1,610</b>	<b>+\$500</b>	<b>\$2,110</b>
Measures of Academic Progress Primary Assessment (MPG) @ \$12.00 (JCPS Discount) per student X 300 students year one (5 project schools + 4 comparison schools) (30 students X 12 schools Years 2 and 3)	\$2,000		\$2,000
Naglieri Nonverbal Abilities Test @ \$5.00 (research discount) 300 students year one (5 project schools + 4 comparison schools) (30 students X 12 schools years 2 and 3)	\$1,600		\$1,600
Curriculum Materials	\$19,207		\$19,207
Parent Involvement Materials (\$500 per school: 5 schools Years 1 & 2 and 10 Year 3)	\$2,100	+\$5,000	\$7,100
Professional Development Materials: 28 Javits staff members (teachers, GT teachers, counselor) at 5 schools @ \$100 each (10 schools in Year 3)	\$2,567		\$2,567
Technology & Technology Services: Each school will receive iPads and iPad carts when the summer program is complete.		+\$41,409	\$41,409
Project Supplies: copying, printing, postage, office supplies \$120 X 10 months.	\$750	+\$5,500	\$6,250
Summer Program Supplies: 200 students @ \$10 each	\$2,000		\$2,000
<b>Supplies</b>	<b>\$30,224</b>	<b>+\$51,909</b>	<b>\$82,133</b>
Consultant Expenses: \$500 per day X 8 days plus travel (2 trips X \$1,000 per trip)		+\$2,000	\$2,000
Summer School Educational Consultant		+\$2,600	\$2,600
Educational Assemblies		+\$2,500	\$2,500
Dr. Carol Horn, Fairfax County Public Schools: \$500 per day X 8 days plus travel (2 trips X \$1,000 per trip)	\$4,500	-\$4,500	
Supporting Educational Needs of the Gifted training for Counselors and School Staff: two half day sessions per year.	\$1,100		\$1,100
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.	\$12,500		\$12,500
<b>Contractual</b>	<b>\$18,100</b>	<b>+\$2,600</b>	<b>\$20,700</b>
Tuition Gifted and Talented Endorsement: 1 Teacher Leader per school X 5 schools X \$2,076 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).	\$0		
<b>Other</b>	<b>\$0</b>	<b>+\$42,000</b>	<b>\$42,000</b>
<b>9. Total Direct Costs</b>	<b>\$136,771</b>	<b>+\$106,150</b>	<b>\$242,921</b>

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10. Indirect Costs @ 2.96%	\$4,511	+\$1,069	\$5,580
12. Total Costs	\$141,282	+\$107,219	\$248,501

The contract includes \$101,650 in carryover funds from year one.

**Applicable for federal funds:**

Section 75.563 of EDGAR states indirect cost is limited to 8% for grants programs that has a statutory requirement contain supplement-not-supplant provisions or the grantee shall use a restricted indirect cost rate computed under 34 CFR 76.564 through 76.569.

Quarterly cost reimbursement. MUNIS reports must be submitted based on the approval budget and the KDE District Expense Form. A final invoice must be submitted within 60 days of the contract expiration date.

Remit all invoices, bills, or requests for payment to: Stephanie O'Connor, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Boulevard- 5<sup>th</sup> Floor, Frankfort, KY 40601, or email to [stephanie.oconnor@education.ky.gov](mailto:stephanie.oconnor@education.ky.gov).

**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:**

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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.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**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 amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

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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 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 (applicable for federal)**

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:

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\*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	Director, Div. of Budgets & Financial Management
Charles L. Harman, III	Title
_____ Printed Name	_____ Date

**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

**Applicable for federal funds:**

**DUNS#** \_\_\_\_\_  
*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)*