



Commonwealth of Kentucky

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CONTRACT

IMPORTANT

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Doc Description: FY18-Alternative Certification for Elementary and Secondary

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Procurement Folder: 4534002

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Cited Authority: FAP111-44-00

Telephone: 502-564-1979

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Jefferson County Board of Education

PO BOX 34020

LOUISVILLE KY 40232-4020
US

Effective From: 08/01/2017

Effective To: 06/20/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	FY18-ACES Program-Jefferson County Schools		0.00		0.00000	80,000.00	80,000.00

Extended Description

FY18-Alternative Certification for Elementary and Secondary

Effective Date-August 1, 2017-June 20, 2018

Accounting Template-E8710-General Funds

This program identifies, recruits, develops, and employs highly qualified minority educators through the only district-based alternative certificate route in Kentucky. Jefferson County Public School 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, JCPS, with the help of ACES, intends to increase the percentage of educators hired by the district who are racial/ethnic minorities

Method of Payment: The vendor shall submit an invoice once per semester to be paid upon accurate completion of all required documentation. Invoices for the fall semester must be received by December 1 and May 1 for spring semester. Invoices must include contract number, a list of students participating in the program and a breakdown of expenses as outlined in the detailed budget.

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

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376761
KDE DIV OF BUDGETS
300 SOWER BLVD

FRANKFORT KY 40601
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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 Public Schools ("the Contractor") to establish an agreement for the Alternative Certification for Elementary and Secondary Program (ACES). The initial MOA is effective from July 1, 2017-June 20, 2018.

Scope of Services:

This program identifies, recruits, develops, and employs highly qualified minority educators through the only district-based alternative certificate 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, JCPS, with the help of ACES, intends to increase the percentage of educators hired by the district who are racial/ethnic minorities

Goals & Deliverables:

The ACES Program will produce 10-15 minority teachers to enter into the KTIP experience for 2018-2019 school years.

*Recruit and develop highly-qualified culturally competent staff who reflects 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 regarding program goals.

Reporting Required To Determine Success:

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 (Year 1)	Number Retained After Year 2 of Teaching in JCPS
2015-2016	9	0	0	9	9	N/A	N/A
2016-2017	5	0	2	5	5	N/A	N/A
2017-2018							

Currently there are 17 participants selected for the next cohort. However, their continuation in the program will be contingent upon passing their PRAXIS exams. A concrete number of participants at the

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end of our ACES training cycle. Our goal is always to have 100% program completers of individuals entering the field experience portion of the program.

Pricing/Budget \$80,000:

Below is a spending plan of how the ACES program will utilize the \$80,000 requested. These amounts are approximations and contingent upon our Title II Allocations for the program.

***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 District Instructional Supervisor, Vernita Anderson. Ms. 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 Substitute Teacher-\$50,000**

This amount will pay the ACES program participants their summer stipends for attending the course work required for the program during the months of June and July. The participants are paid \$15.93/hour for their participation in summer trainings.

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.

***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 the ACES Program participants would need to be successful in the program and in the classroom. The general supplies are typically for the ACES Instructors and ACES participants to complete the required ACES training. We purchase general 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 the 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 participations to be successful in the classroom. Examples of these materials are pencils, crayons, scissors, chart paper, sentence strips, contact paper and bulletin board paper.

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***0613-Supplementary Books/Study Guides-\$9,900**

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

Frequency of Payment:

The vendor shall submit an invoice once per semester to be paid upon accurate completion of all required documentation. Invoices for the fall semester must be received by December 1 and May 1 for spring semester. Invoices must include contract number, a list of students participating in the program and a breakdown of expenses as outlined in the detailed budget.

A final invoice must be received by June 20, 2018.

Remit all invoices, bills, or requests for payment to: Kristin Burton, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd.-5th Floor, Frankfort, KY 40601, or email to kristin.burton@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 day's 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

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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, 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:

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 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.
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.

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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

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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: **Kentucky Department of Education**

		<u>Director-Budgets and Financial Management</u>
<u>Signature</u>	<u>Title</u>	
<u>Charles Harman III</u>		
<u>Printed Name</u>	<u>Date</u>	

2nd Party: **Jefferson County Schools**

<u>Signature</u>	<u>Title</u>	
<u>Printed Name</u>	<u>Date</u>	

Other Party

<u>Signature</u>	<u>Title</u>	
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Printed Name

Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney