



Commonwealth of Kentucky

CONTRACT MODIFICATION

IMPORTANT

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

Doc Description: FY17 Instructional Transformation Project**Doc ID No:** PON2 540 1700000274 2**Procurement Folder:** 4376313**Procurement Type:** Memorandum of Agreement**Record Date:****Issued By:** KAREN WIRTH**Cited Authority:** FAP111-44-00**Telephone:** 502 564-1980**Reason For Modification:** This modification is to continue the current scope of work as outlined in the Terms and Conditions.

These additional funds were received by the Bill and Melinda Gates Foundation in 2017.

Original Budget: \$42,000.00

Amount of Increase: \$25,000.00

New Total Budget: \$67,000.00

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TREAS BOONE CO BD OF ED
8330 US HIGHWAY 42
FLORENCE KY 41042
US

Effective From: 09/30/2016

Effective To: 06/30/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	FY17 Instructional Transformation Project		0.00		0.00000	42,000.00	42,000.00

Extended Description

FY2017 Instructional Transformation Project

MUNIS 15NX

September 30, 2016 - June 30, 2017

Funding: 100% Restricted Funds E3528

SCOPE OF WORK:

The Instructional Transformation Project seeks to improve student learning and teacher effectiveness through quality professional learning experiences related to rigorous implementation of standards, distributed leadership and advanced assessment literacy. Each IT district receives funds to implement the district leadership team's (DLT) improvement plan and is supported by an effectiveness coach (EC).

Method of Payment: Payment will be sent in its entirety once assurance is received. Districts will submit quarterly CDIP reports detailing expenditures consistent with the approved budget.

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376761
KDE DIV OF BUDGETS
300 SOWER BLVD
FRANKFORT KY 40601
US

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Effective From: 09/30/2016

Effective To: 06/30/2017

Line	CL Description	Due Date	Quantity	Unit	Unit Price	Contract Amt	Total Price
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2	FY17 Instructional Transformation Project	0.00	0.00000	25,000.00	25,000.00
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Extended Description

FY2017 Instructional Transformation Project
MUNIS 15NX
September 30, 2016 - June 30, 2017
Funding: 100% Restricted Funds E3528

SCOPE OF WORK:

The Instructional Transformation Project seeks to improve student learning and teacher effectiveness through quality professional learning experiences related to rigorous implementation of standards, distributed leadership and advanced assessment literacy. Each IT district receives funds to implement the district leadership team's (DLT) improvement plan and is supported by an effectiveness coach (EC).

Method of Payment: Payment will be sent in its entirety once assurance is received. Districts will submit quarterly CDIP reports detailing expenditures consistent with the approved budget.

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

Total Order Amount:	67,000.00
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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 Boone County Schools ("the Contractor") to establish an agreement for the Instructional Transformation Project which seeks to improve student learning and teacher effectiveness through quality professional learning experiences related to rigorous implementation of standards, distributed leadership and advanced assessment literacy. The initial MOA is effective from September 30, 2016 through June 30, 2017.

Scope of Services:

The Instructional Transformation Project seeks to improve student learning and teacher effectiveness through quality professional learning experiences related to rigorous implementation of standards, distributed leadership and advanced assessment literacy. Each IT district receives funds to implement the district leadership team's (DLT) improvement plan and is supported by an effectiveness coach (EC).

Deliverables:

The District Leadership Team (DLT), including the Effectiveness Coach, will review and refine their IT implementation plan and gain approval from the local school board, the SBDM of participating schools, and the KDE IT Coordinator, to ensure a strong, systemic plan which:

- Builds the capacity of principals to support teachers and student outcomes;

- Utilizes IT grant funds according to guidelines for allowable expenditures;

- Aligns district funds to support sustainability after the grant period ends;

- Addresses coordination of the IT project with other school/district efforts, personnel, and goals such as novice reduction, school improvement, equitable access, and the Professional Growth and Effectiveness System, where appropriate;

- Convenes the DLT (including the Effectiveness Coach) to review the project using the *Implementation Continuum Tool* at least 3 times per year and collect evidence to support progress;

- Fosters instructional, curricular and assessment changes that lead to sustainable, systemic professional learning, teacher growth and effectiveness, and increased student learning;

- Prioritizes professional learning to focus on Kentucky Academic Standards, including LDC, MDC, assessment literacy and educator effectiveness;

- Ensures high-level implementation of Kentucky Academic Standards through Math Design Collaborative and Literacy Design Collaborative tools;

- Promote the development of high quality assessments that represent a balanced range of assessment types and purposes that support high quality learning and allow all shareholders to

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evaluate and communicate movement along well-defined learning progressions.

Math Design Collaborative (MDC) and Literacy Design Collaborative (LDC)

The DLT will:

Act collectively to make decisions and communicate based on the belief that high quality implementation of instructional practice aligned to the MDC and LDC frameworks will positively impact student achievement across content areas and student demographics;

Prioritize job-embedded professional learning to support teachers, principals, and administrators with the classroom, school, and district implementation and assessment of the Kentucky Academic Standards (KAS) through the use of Math Design Collaborative and the Literacy Design Collaborative;

Support the capacity of the identified pool of teachers to refine practice and achieve highly effective teaching and learning through fidelity of the implementation of MDC and LDC;

Promote best practices for strategic scaling of LDC and MDC across the district (for example, targeting feeder elementary schools whose involvement will impact implementation at the middle and high school level and/or feeder middle schools that impact high schools);

Foster sustainability of high level implementation of MDC and LDC instruction;

Set ambitious goals to expand the number of teachers who will demonstrate indicators of robust implementation (with quality and fidelity) of MDC and LDC by the conclusion of the grant project, targeted for School Year 2018-19, including teachers who teach at-risk populations.

Provide opportunities and support for teachers to:
develop as MDC and LDC leaders;
support peers in MDC and LDC instruction.

Specific to Literacy Design Collaborative, the DLT will:

Promote literacy across content areas through robust implementation (with quality and fidelity) of Literacy Design Collaborative in order to implement Kentucky's Academic Standards at high levels.

Robust implementation of LDC includes:

The teacher belief or perception that literacy instruction is a valid and worthwhile responsibility of all teachers in all disciplines;

The teacher belief that implementing LDC will provide them the tools and strategies they need to help their students achieve at higher levels;

Strong teacher understanding of how to develop and use the LDC Framework in order to implement with fidelity, including the use of mini-tasks and the instructional

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ladder to guide students to attain the teaching task;

Literacy instruction that extends beyond implementation of an LDC module to routine classroom practice;

Provide structures for collaboration and professional learning in order to master LDC instruction, including the routine creation, implementation and/or refinement of LDC modules.

Specific to Math Design Collaborative, the DLT will:

Provide evidence of consistent instructional practices that demonstrate robust implementation (with quality and fidelity) of KAS through MDC.

Robust implementation for MDC includes:

The teacher belief that implementing MDC will provide them the tools and strategies they need to help their students achieve at higher levels;

Constant facilitation and assessment of student learning;

Classroom time and allowance for students to struggle in order to develop their own conceptual understandings of mathematics;

Strong understanding of how to place the Lessons into larger math units;

Strong understanding of how to discern and respond to students' mathematical misconceptions;

Mathematics instruction that extends beyond implementation of formative assessment lessons to routine embedded use of the five strategies of formative assessment, engaging students in the Mathematical Practices to develop deep understanding of the KAS.

Provide structures for collaboration and professional learning in order to master MDC instruction.

Monitoring will be in the form of:

Approved Implementation Plan and documentation of periodic meetings of the DLT;

Quarterly review of plan by DLT & EC using implementation continuum;

Annual report, including MUNIS, including scale and spread of project LDC and MDC goals.

Pricing:

1	2	3	4	5	6
MUNIS	ITEM		Amt. Of	Additional	Total

CODE*		EXPLANATION OF EXPENDITURES	Funds		
			Grant Funds		
113	Stipends	Stipends for each participant in Science Teacher Leader. Additional funds needed met in kind.	\$42,000		\$42,000
0600	Supplies and materials	Copy of common book for every teacher in district (2500 people * \$12.00 per book – balanced in kind); provides core text for a professional learning experience that utilizes a blended learning model with the study of the book and face-to-face small group discussion. The PLE provides the basis for a district-wide study of assessment systems, building on previous work around embedded/formative assessment.		\$17,000	\$17,000
0500	Other Purchased Services (including Travel)	Travel expenses for 40 IT teacher leaders to attend Learning From Kentucky Classrooms Conference in 9/2017. Includes mileage and hotel costs. Stipends provided in kind.		\$8,000	\$8,000
Total			\$42,000	\$25,000	\$67,000

Payment will be sent in its entirety once assurance is received. In addition to the above listed monitoring tools, districts will submit quarterly CDIP reports detailing expenditures consistent with the approved budget.

Remit all invoices, bills, or requests for payment to: Karen Wirth, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd., Frankfort, KY 40601, or email to karen.wirth@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

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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.

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.

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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 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

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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 be financially responsible 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

Printed Name Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney