



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

Reason for Modification:

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Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY19 Read to Achieve	\$0.000000	\$283,200.00	\$283,200.00

Extended Description:

July 15, 2018 - June 30, 2019

Template: E7315

MUNIS #: 182E

Scope of Work: The Read to Achieve grant provides schools with funds for teacher training and implementation of reading intervention services that address the needs of students in the primary program.

Payment: 2nd and 4th quarter - 2nd quarter payment is held until district assurance statements are completed correctly and submitted to KDE, intervention schedule is submitted and approved by the KDE coordinator, beginning of year survey completion and attendance at required professional learning events and trainings by school mathematics team; 4th quarter payment should be held until completion of mid-year survey and Infinite Campus Intervention Tab Pulls with corrections completed within ten days following feedback provided by the KDE coordinator and receipt of properly reported CDIP reports.

Shipping Information:**Billing Information:**KDE - Division of Financial Management
300 Sower Blvd, 5th Floor, CSW

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Memorandum of Agreement Terms and Conditions
Revised April 25, 2018

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky, Kentucky Department of Education ("the Commonwealth") and various school districts ("the Contractor") to establish an agreement for The Read to Achieve grant provides schools with funds for teacher training and implementation of reading intervention services that address the needs of students in the primary program.. The initial MOA is effective from July 15, 2018 through June 30, 2019.

Scope of Services:

The Read to Achieve grant provides schools with funds for teacher training and implementation of reading intervention services that address the needs of students in the primary program.

Goals & Deliverables:

- 1: Full-day RTA intervention teacher (by the end of the first month of school and throughout the school year as changes occur)
- 2: Grant-approved intervention program (beginning, middle and end of school year)
- 3: Demonstrated student progress (beginning, middle and end of school year)
- 4: On-going professional learning (in the fall and throughout the school year as requirements dictate)
- 5: Intervention student data (data is pulled four times throughout the school year, typically: end of October, January, March and June.)
- 6: Program evaluation (beginning, middle and end of school year)
- 7: RTA/Reading Team collaboration and literacy leadership (throughout the school year)

Measurable:

- 1: Teachers will submit their daily schedule for KDE approval.
- 2: Teachers complete teacher/program evaluations—3—throughout the year. Teachers indicate program(s) being used.
- 3: On program evaluation, teacher indicates number of students in RTA intervention (IC Intervention Tab) and number who have exited and exit status.
- 4: Attendance/participation in fall learning event (intervention teacher, principal and one classroom teacher); in intensive literacy training (one classroom teacher); and in KDE-approved literacy conference (intervention teacher)
- 5: Required Infinite Campus Intervention Tab data is pulled, analyzed and feedback given, as needed, to schools.
- 6: Evaluations are completed via online survey formats. Schools with completed surveys are determined to have successfully met this requirement.
- 7: RTA teacher's schedule will reflect planned collaboration/co-teaching; and agendas, outlines, minutes are examples of evidence of RTA/Reading Team-led professional learning

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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 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.

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deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

5.00 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.

6.00 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 corporate and utility tax, sales and use 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.

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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.

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.

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.

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.

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,

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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 for Commissioner

Charles L Harman
Printed Name Date

2nd Party:

Signature Title SUPERINTENDENT

HENRY WEBB 6-5-18
Printed Name Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney