



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

Reason for Modification:

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BOONE COUNTY BOARD OF EDUCATION

8330 US HIGHWAY 42

FLORENCE KY 41042

Vendor No.

KY0000011

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Effective From: 2018-08-21

Effective To: 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY19 Instructional Transformation grant-Boone Co	\$0.000000	\$50,000.00	\$50,000.00

Extended Description:

Contract Period: August 21, 2018 - June 30, 2019

Accounting Template: E7435
100% Restricted Funds**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. The District Leadership Team (DLT), including the Effectiveness Coach, will review and refine their IT implementation plan and gain approval from the local board, the SBDM of participating schools, and the KDE IT Coordinator, to ensure a strong, systematic plan.

Method of Payment:

Payments will be made twice yearly; half upon approval of contract and half in February upon receipt of an invoice and/or KDE Expense Report.

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

	Frankfort	KY	40601
TOTAL CONTRACT AMOUNT:			\$50,000.00

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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Department of Education (“the Commonwealth”) and Boone County Schools (“the Contractor”) to establish an agreement to improve student learning and teacher effectiveness through quality professional learning experiences. The initial MOA is effective from August 21, 2018 through June 30, 2019.

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's leadership team's (DLT) improvement plan and is supported by an effectiveness coach (EC).

Goals and Deliverables

The District Leadership Team (DLT), including the Effectiveness Coach, will review and refine their IT implementation plan and gain approval from the local board, the SBDM of participating schools, and the KDE IT Coordinator, to ensure a strong, systematic 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 Certified Evaluation Plan, 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; ensures high-lever implementation of KAS by prioritizing professional learning to focus on: tools and strategies of the literacy Design Collaborative (LDC) and Math Design Collaborative (MDC); assessment literacy practices and systems; and increasing educator effectiveness; 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 evaluate and communicate movement along well-defined learning progressions.

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

The DLT will:

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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 MOC 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 MOC and LDC leaders and 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 ladder to guide students to attain the teaching task

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

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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 of 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.

Reporting

Approved Implementation Plan and documentation of periodic meetings of the DLT; Quarterly review of plan by the DLT & EC using implementation continuum; Annual reports: MUNIS; Narrative on scale and spread of project LDC and MDC goals, including impact on student and teacher outcomes.

Pricing:

Classified Substitutes \$4,500
Onsite Professional Learning \$40,000
Keynote session \$5,500
Total Contract \$50,000

Payments will be made twice yearly; half upon approval of contract and half in February upon receipt of an invoice and/or KDE Expense Report. A final invoice MUST be submitted no later than 5 days after the contract end date.

Remit all invoices, bills, or requests for payment to: Teri Mason, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd, 5th Floor, Frankfort, KY 40601, or email to teri.mason@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION
ADDITIONAL TERMS AND CONDITIONS

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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, the contractor shall be 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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Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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2.00 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.

3.00 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. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

4.00 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, 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

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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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[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.

7.00 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:

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.

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

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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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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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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 _____

Printed Name Date _____

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney