



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

**DOC ID NUMBER:**

PON2 540 1900001043

Version: 3

Record Date:

Document Description: Javits Gifted and Talented Students Education Carryover

Cited Authority: FAP111-44-00  
Memorandum of Agreement

Reason for Modification: The modification is change the contract end date from November 30, 2018 to August 31, 2019 and to add Year 2 carryover funds.  
\$117,773.00 Original Contract Total  
\$ 49,737.61 Modification Increase MUNIS# 536C  
\$167,470.61 Revised Contract Total

**Issuer Contact:**

Name: Stephanie O'Connor  
Phone: 502-564-1980  
E-mail: stephanie.oconnor@education.ky.gov

**Vendor Name:**

JEFFERSON COUNTY BOARD OF EDUCATION  
  
3332 NEWBURG RD  
  
LOUISVILLE KY 40218

**Vendor No.**

KY0035849

**Vendor Contact**

Name: CORDELIA HARDIN  
Phone: 502-485-3353  
Email: CORDELIA.HARDIN@JEFFERSON.KYSCHOOLS.US

**Effective From:** 2018-07-01

**Effective To:** 2019-08-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Javits Gifted and Talented Students Education Carryover	\$0.000000	\$167,470.61	\$167,470.61

**Extended Description:**

Contract Period: July 1, 2018 - August 31, 2019

MUNIS# 536C CFDA# 84.206 PR Award # S206A160003 Pass-through# 5970003-16 Template: E89016 \$49,737.61

MUNIS# 536D CFDA# 84.206 PR Award # S206A160003 Pass-through# 5970003-17 Template: E89016 \$117,733.00

This contract is to carryover funds from the 2017-2018 MOA (PON2 540 1800000108) to complete activities for the period of July 1, 2018 through August 31, 2019.

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 Kindergarten-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 Kindergarten-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 Kentucky Department of Education 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.

Shipping Information:			Billing Information:		
KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW			KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW		
Frankfort	KY	40601	Frankfort	KY	40601

TOTAL CONTRACT AMOUNT:	\$167,470.61
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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:

_____ <b>Signature</b>  _____ <b>Charles L. Harman, III</b> <b>Printed Name</b>	<b>Director, Div. of Budgets &amp; Financial Management</b> _____ <b>Title</b>  _____ <b>Date</b>
--	--

2nd Party:

_____ <b>Signature</b>  _____ <b>Printed Name</b>	_____ <b>Title</b>  _____ <b>Date</b>
---	---

Other Party:

_____ <b>Signature</b>  _____ <b>Printed Name</b>	_____ <b>Title</b>  _____ <b>Date</b>
---	---

Approved as to form and legality:

\_\_\_\_\_  
**Approved in eMARS**  
**Kentucky Department of Education**  
**Attorney**

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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)*



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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.

### **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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#### 1st Party:

_____ Signature	_____ Director, Div. of Budgets & Financial Management Title
_____ Charles L. Harman, III 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:

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**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)*

**From:** O'Connor, Stephanie - Division of Budget and Financial Management  
**Sent:** Thursday, August 31, 2017 10:02 AM  
**To:** Hardin, Cordelia  
**Cc:** Moore, Karen E; Frazier, Latonya C; Anderson, Kathie - Division of Learning Services  
**Subject:** Approved JCPS Javits Contract - Year Three  
**Attachments:** Vendor Letter.pdf; KDE Vendor Expense Report Form.xls; Approved JCPS Year Three Contract.pdf; JCPS Award Notification Year Three.pdf

Ms. Hardin,

Attached is the approved/stamped Year Three Javits Contract. Also, attached is a letter from the commissioner regarding expectations relating to KDE contracts and the KDE Vendor Expense Form which must be submitted with the invoice for reimbursement. Please let me know if you have any questions

Sincerely,



**Stephanie O'Connor**

Internal Policy Analyst II, Grants Management Branch  
Division of Budgets and Financial Management  
Office of Finance and Operations

Kentucky Department of Education  
300 Sower Blvd.  
Frankfort, KY 40601  
(502) 564-1979, ext. 4306 (Phone)/(502) 564-6771 (Fax)  
[stephanie.oconnor@education.ky.gov](mailto:stephanie.oconnor@education.ky.gov)

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Matthew G. Bevin  
Governor



Hal Heiner  
Secretary  
Education and  
Workforce Development Cabinet

Stephen L. Pruitt, Ph.D.  
Commissioner of Education

**KENTUCKY DEPARTMENT OF EDUCATION**

Capital Plaza Tower • 500 Mero Street • Frankfort, Kentucky 40601

Phone: (502) 564-4770 • [www.education.ky.gov](http://www.education.ky.gov)

April 26, 2016

Dear Education Partner,

With the Executive Branch budget in place for FY 17 and FY 18, the Kentucky Department of Education is beginning its process of contracting with educational partners for services for the next fiscal year. The ability to work with partner vendors is important and allows us opportunities to use your valuable resources to deliver quality services to benefit local school districts, and ultimately the children of Kentucky.

This year, we are making some changes in our processing, management and oversight of contracts. To this end, it is our goal to set forth clear expectations of the work required of our partners in each contract and to hold both of us accountable for our contractual responsibilities. Whether you are a new vendor partner or one who has worked with us for some time, we have the same expectations. We expect the delivery of quality products or services, on time and within budget.

Documentation of your good work through the establishment of milestones, deliverables and monitoring throughout the contract period of service, is to our mutual benefit. This allows us to defend your contract and to advocate for additional services to improve P-12 education in Kentucky. We have prepared a template to assist you in documenting your progress. You should submit a completed form with each invoice submitted for payment. It can be accessed at <http://education.ky.gov/districts/fin/Pages/Grant%20Information.aspx>.

For each contract, you will be assigned a programmatic contact person and a fiscal contact person within the Kentucky Department of Education. The programmatic contact will work with you on the business and programmatic needs for your service, including how this work supports the strategic plan of the department, the Kentucky Board of Education and P-12 education in Kentucky. With your input, the programmatic contact will determine the scope, milestones and deliverables of the contract, which upon approval of delivery will result in payment for services. The fiscal staff will be available to assist in areas related to contract processing and payments. The fiscal staff also will monitor expenditures in accordance with the projected budgets.

The programmatic and fiscal staffs have all been advised of the importance of regular communication throughout the term of the contract with our vendor partners. Likewise, we encourage you to contact us at any time if you have concerns or questions relating to your contract.

I appreciate the dedication and commitment of our vendors to improve the services delivered to support our children and the people who teach them and look forward to a renewed and well-aligned partnership moving forward.

We look forward to working with you in the next year.

Sincerely,

A handwritten signature in cursive script that reads "Stephen L. Pruitt".

Stephen L. Pruitt, Ph.D.  
Commissioner of Education





Commonwealth of Kentucky

**OK AS TO FORM**  
 C. H 7-24-17

# CONTRACT

**MEMORANDUM**

 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 1800000108 1	<b>Procurement Folder:</b> 4572704
<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	

Jefferson County Board of Education

PO BOX 34020

LOUISVILLE

KY 40232-4020

US

APPROVED-FM

AUG 28 2017

Approved by FAC

Effective From: 09/01/2017

Effective To: 06/30/2018

Item	Description	Qty	Unit Price	Contract Amt	Termination
1	Javits Gifted and Talented Students Education	0 00	0.00000	257,322.00	257,322.00

Extended Description

Contract Period: September 1, 2017 - June 30, 2018

MUNIS# 536D C FDA# 84.206 PR Award # S206A160003 Pass through# 5970003-17

Template EB9017

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 Kindergarten-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 Kindergarten-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 Kentucky Department of Education 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.

376761

KDE DIV OF BUDGETS

300 SOWER BLVD

FRANKFORT

KY 40601

US

Total Contract Amount:

257,322.00



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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 to lead statewide efforts to reduce the Excellence Gap working with Superintendents, Boards of Educations, and Administrators to promote earlier identification and research-based services to diverse, gifted leaders. The initial MOA is effective from September 1, 2017 through June 30, 2018.

**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 Kindergarten-3<sup>rd</sup>. 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 Kindergarten-3<sup>rd</sup> 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**

- 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 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.

**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.

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- 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 3) REVISED JULY 5, 2017	Year 3
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.	\$54,106.00
2 Site Administrators @ 50 hours each	\$8,400.00
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).	\$21,051.00
Retired Administrator: An additional amount was added to year 2 from the University of Louisville. This amount will be used to for 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.	\$40,206.00
Classified Extended Time: ESL translators and clerical support.	\$846.00
Retired Teacher: Support JAVITS school teachers	\$20,042.00
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).	\$21,600.00
<b>Personnel</b>	<b>\$166,251.00</b>
Teachers: Extra Service, Summer Instruction (Benefits @ 18.78%)	\$10,164.00
Site Administrators Benefits	\$5,559.00
Classified Benefits	\$234.00



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Retired Teacher Benefits	\$3,729.00
Substitute Teachers	\$4,058.00
Retired Administrator: This amount includes fringe benefits (364.00) for the retiree who will assume the duties of the post-doctoral researcher.	\$7,673.00
<b>Fringes</b>	<b>\$31,417.00</b>
Mileage: Travel by JCPS Project Staff 2,000 miles @ 41 cents per mile	\$820.00
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)-Not happening this year	\$0.00
<b>Travel</b>	<b>\$820.00</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)	\$2,025.00
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)	\$1,493.00
Curriculum Materials	\$6,000.00
Parent Involvement Materials (\$500 per school: 5 schools Years 1 & 2 and 10 Year 3)	\$1,500.00
Professional Development Materials: 28 Javits staff members (teachers, GT teachers, counselor) at 5 schools @ \$100 each (10 schools in Year 3)	\$1,000.00
Technology & Technology Supplies Each school will receive iPads and iPads carts when Summer Program is complete	\$0.00
Project Supplies: copying, printing, postage, office supplies	\$1,000.00
Summer Program Supplies: 100 students @ \$21 each	\$257.89
<b>Supplies</b>	<b>\$13,275.89</b>
Consultant Expenses: \$500 per day X 8 days plus travel (2 trips X \$1,000 per trip)	\$2,000.00
Summer School Educational Consultant	\$2,000.00
Educational Assemblies	\$1,200.00
Supporting Educational Needs of the Gifted training for Counselors and School Staff: two half day sessions per year.	\$0.00
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.	\$12,500.00
<b>Contractual</b>	<b>\$17,700.00</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	\$20,000.00

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and Fall semesters. Year 3: Cohort 2 = 5 Teachers Spring and Summer semesters).	
Other	\$20,000.00
9. Total Direct Costs	\$249,463.89
10. Indirect Costs @ 3.15%	\$7,858.11
12. Total Costs	\$257,322.00

**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 based on detailed invoices consistent with the approved the approved budget and the Kentucky Department of Education District Expense Report. 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 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 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,



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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:

☒ 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.



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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.
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.

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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.

**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:

\*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.

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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

Charles L. Harman, III

Printed Name

Director, Div. of Budgets & Financial Management

Title

8-28-17

Date

2nd Party:



Signature

Markello

Printed Name

Superintendent

Title

8/15/17

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)



**Kentucky Department of Education  
Award Notification**

<b>1</b>	<b>Name and Address of Recipient:</b> Agency Name Jefferson County Public Schools Street Address PO Box 34020 City, State Zip Louisville, KY 40232 DUNS# 062984430	<b>7</b>	<b>Fund Type:</b> <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other:
<b>2</b>	<b>KDE Contact Information:</b> Program Consultant Kathie Anderson, 502-564-4970 ext. 4133 Street Address 300 Sower Boulevard, 5 <sup>th</sup> Floor Budget Contact Stephanie O'Connor, 502-564-1979 ext. 4306 Street Address 300 Sower Boulevard, 5 <sup>th</sup> Floor City, KY Zip Frankfort, KY 40601	<b>8</b>	<b>Method of Payment:</b> <input type="checkbox"/> Federal Cash Request <input checked="" type="checkbox"/> Expenditure Reimbursement <input type="checkbox"/> Automatic Payment <input type="checkbox"/> Lump Sum <input type="checkbox"/> Receipt of Invoice from Vendor
<b>3</b>	<b>Description/Fund Source of Award and Fiscal Year:</b> Description FY 2018 Javits Grant Fund Source Javits Gifted & Talented Students Education Grant CFDA# 84.206 PR/AWARD NUMBER (FAIN) S206A150003 MUNIS Project Number 536D MOA Number PON2 540 1800000108 Pass-through Number 5970003-17	<b>9</b>	<b>Reimbursement Frequency:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other
<b>4</b>	<b>Grant Authority (Source):</b> NCLB, Javits Gifted & Talented Students Education Grant; CFR Part 299, EDGAR 34 CFR Parts 75, 77, 79, 81, 82, 84, 86, 97, 98, 99 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200.	<b>10</b>	<b>Financial Reporting Method:</b> <input type="checkbox"/> Electronic Submission <input checked="" type="checkbox"/> Other Email to stephanie.oconnor@education.ky.gov
<b>5</b>	<b>Award Amount:</b> \$257,322	<b>11</b>	<b>Evaluations:</b>
<b>6</b>	<b>Period of Award:</b> September 1, 2017– June 30, 2018		
<b>12</b>	<b>Consortia/Partnership Members:</b>		
<b>13</b>	<b>Special Instructions/Conditions:</b> The final expenditure report must be submitted by August 31, 2018.		
<b>14</b>	<b>Authorized By (Name/Title):</b> Gretta Hylton, Director Division of Learning Services	<b>Date:</b> August 31, 2017	