

Agreement
Between
THE COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT
READING RECOVERY CENTER
and
Jefferson County Public Schools

This agreement, entered into on August 7, 2019 by and between the University of Kentucky for the Collaborative Center for Literacy Development, Reading Recovery Center, a non-profit Corporation existing under the laws of the Commonwealth of Kentucky (herein referred to as CCLD/RR) and Jefferson County Public Schools (herein referred to as Second Party), is for the performance of certain work/services and reimbursement of allowable costs.

BACKGROUND

CCLD was created by the Kentucky General Assembly in 1998 through [(KRS 164.0207 & 45A.690 (1) (D) 3]. CCLD operates administratively within the College of Education at the University of Kentucky. Reading Recovery began in Kentucky in 1988 with one school district. By 1997, Reading Recovery teachers were being trained at four teacher-training sites statewide. The Reading Recovery model of assisting districts with low reading skills became the catalyst during the 1998 Kentucky Legislative Session for the creation of the Collaborative Center for Literacy Development. In 2001, the University of Kentucky became the 23rd University Training Center in North America. The University Training Center trains, assists, and monitors Teacher Leaders through statewide implementation.

Therefore, the parties agree as follows:

ARTICLE I- Scope of Work

The Second Party agrees to perform the following work:

Completion of construction of Literacy Window & Sound System and related items at Gutermuth Elementary.

ARTICLE II- Period of Performance

The term of this agreement shall extend from August 7, 2019 through December 31, 2019. Second Party shall notify CCLD/RR as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of the Second Party. The performance period may be modified by mutual agreement of the parties.

ARTICLE III - Financial Consideration and Records

1. The total compensation to be paid for Second Party's activities will not exceed \$8,000.00.
2. CCLD/RR payment to Second Party shall be based upon the terms and conditions as specified in this agreement and the availability and allocation of CCLD/RR's funds necessary to finance CCLD/RR's performance.
3. Second Party shall maintain reasonable financial records incident to the performance of this agreement. Second Party shall allow CCLD/RR and the University of Kentucky access to any books, documents, papers and records of the Second Party directly pertinent to this project for performing an audit.
4. Second Party shall submit an annual budget report. The budget report shall provide a current and cumulative breakdown of costs.

ARTICLE IV - Designated Representatives

For CCLD/RR: Trainer/Director

Name: Judy Embry

UKCCLD/RR

120 Quinton Court, Suite 101

Lexington, KY 40509

(859) 257-7859

(859) 323-3963 - Fax

For CCLD/RR: Administrative Representative

Name: Paul Brown

UK Collaborative Center for Literacy Development

120 Quinton Court, Suite 200

Lexington, KY 40509

(859) 257-6734

(859) 323-2824 - Fax

Name: George Hruby, Executive Director

Collaborative Center for Literacy Development

120 Quinton Court, Suite 200

Lexington, KY 40509

(859) 257-8220

(859) 323-2824 - Fax

For Second Party: Superintendent

Name: Dr. Martin Pollio

Organization: Jefferson County Public Schools

VanHoose Education Center

Address: 3332 Newburg Road

City, State Zip: Louisville, KY 40218

Phone: 502-485-3251

Fax: 502-485-3991

For Second Party: Principal

Name: Laura Mullaney

Organization: Gutermuth Elementary School

Address: 1500 Sanders Lane

City, State, Zip: Louisville, KY 40216

Phone: 502-485-8261

Fax:

ARTICLE V - Invoices

An invoice for the \$8,000.00 shall be submitted to CCLD/RR by September 1, 2019.

ARTICLE VI - Assignments and Subcontracts

Neither performance nor payment involving the whole or any part of this agreement as described under Article I may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by Second Party without the prior written consent of CCLD/RR.

ARTICLE VII - Changes and Prior Approval

Second Party is responsible for both notifying CCLD/RR and obtaining prior written approval of CCLD/RR with respect to any changes that might materially alter the terms of this agreement. Examples include, but are not limited to, changes in the period of performance, in Second Party's Director, significant re-budgeting (involving 20% or more of any budget line) and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, refer questions to CCLD/RR's Administrative Representative cited in Article IV.

ARTICLE VIII - Insurance

Second Party shall be solely responsible for any and all third party liability that might be incurred in the performance of this agreement. Therefore, Second Party shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

ARTICLE IX- Suspension

CCLD/RR reserves the right to suspend this agreement at any time by electronic or telephone notice to Second Party followed by written notice within 10 days of the initial notice. Second Party will immediately stop performance and will not perform under this agreement until receiving a resume performance notice from CCLD followed by written notice within 10 days. CCLD/RR will provide Second Party with the reason(s) for suspension and indicate if any remedies are available to Second Party. If CCLD /RR and Second Party mutually agree the reason(s) for the suspension have been remedied, CCLD/RR will issue a resume performance notice to Second Party. Second Party will not be reimbursed or paid for any charges during the suspension period.

ARTICLE X - Termination

CCLD/RR reserves the right to terminate this agreement at any time by giving Second Party written notice at least 30 days prior to the effective date of termination. The Second Party may submit a written request to CCLD/RR for termination at least 30 days prior to the effective date of termination.

In the event of default, either by Second Party's failure to substantially perform its obligations, Second Party's violation of other material terms of this agreement, or CCLD/RR's termination of work by CCLD/RR, then performance by the Second Party under this agreement may be terminated by CCLD/RR at any time by giving written notice to the Second Party. Should performance be so terminated, the Second Party shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to CCLD/RR under the terms of CCLD/RR's Award. Payment shall be made upon submission to CCLD/RR of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by CCLD/RR.

ARTICLE XI- Certifications

By accepting this agreement, Second Party certifies compliance with the following, if applicable:

1. Non-Discrimination

Second Party certifies that it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity"
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
- Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental handicap;
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
- Age Discrimination Act of 1975 which prohibits unreasonable discrimination based on age.

2. Audit Requirements

Second Party shall maintain reasonable financial records incident to the performance of this agreement. Second Party shall allow CCLD/RR and the University of Kentucky access to any books, documents, papers and records of the Second Party which are directly pertinent to this project for the purpose of performing all audit.

ARTICLE XII - Entire Agreement

This agreement is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions proposed by Second Party inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by CCLD/RR in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this agreement as of the date(s) set forth below:

COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT/READING RECOVERY

CCLD/RR Trainer Director	Date
--------------------------	------

CCLD Executive Director	Date
-------------------------	------

SECOND PARTY

Signature	Date
-----------	------

RECOMMENDED FOR APPROVAL:

Director, Purchasing Division

EXAMINED AS TO FORM & LEGALITY:

University Legal Counsel

OFFICIAL APPROVAL:

Senior Vice President for Administration

Reading Recovery Center
120 Quinton Court, Suite 101
Lexington, KY 40509

2018-2019

**Budget for One= Way Mirror: Gutermuth Elementary
Jefferson County Public Schools**

Scope of Work: APPENDIX K (SCG) - page 3 - 4 Estimated Cost

Classroom Equipment \$ 6,000.00

- Black out shades or curtains for all windows
- Ventilation, lighting, heat, and air conditioning
- Adequate electrical outlets
- Dimmer switch near control panel
- 2 sound speakers on classroom side of one-way mirror
- Amplifier and volume control panel on classroom side of the one-way mirror
- 6 low and 6 high stools for viewing lesson
- 15 to 20 stackable chairs
- Large, low coffee table
- Several six-foot folding tables, easily stored
- Screen or curtain to cover the window
- Overhead projector and screen
- Video monitor and VCR
- LCD unit and computer
- Large easel for flip chart and large, magnetic white board
- Book shelving and storage if needed
- Space for coats, backpacks and other bags (in or outside the classroom)

Tutoring Room Equipment and Supplies

- Tabletop at same height as glass (25 inches)
- Two small chairs
- PZM microphone and on-off switch (part of sound system)
- Adequate ventilation, heat, and air conditioning
- Adequate electrical outlets
- A set of little books and storage space for them
- Easel and large magnetic white board/chalk board
- Eraser and white board pens
- Magnetic letters
- Small white board
- Scissors and oak tag strips for sentence writing
- One inch Post-it tape
- Legal size envelopes
- Writing books and water soluble pens

If used as office:

- Shelving and storage
 - Filing cabinets
 - Telephone and answering machine
 - Computer, printer, and Internet access
 - Storage cabinets
- Office Space

Labor for construction of the mirror frame \$ 2,000.00

Total contract: \$ 8,000.00

This contract does not cover Sales Tax.

SITE COORDINATOR'S GUIDE - CORRECTIONS

(June 19, 2009)

One-Way Mirror Specifications - (Appendix K - Figure 3 - page 102)

The architectural drawing for the Sound-Proof Partition currently specifies, 3/16" THK TEMPERED GRAY TINTED GLASS (12% LIGHT TRANSMITTANCE).

CORRECTION: The specification should have stated 88% light transmittance, not 12%. The numbers were mistakenly switched. Tempered clear glass with 1/4" thickness has a 12% reduction in light transmittance, allowing 88% of the light to pass through. (See Wall Section Detail with corrected specification on following page.)

Equipment and Furniture (Appendix K - page 99)

COUNTERTOP/TABLE HEIGHT: The paragraph below describes the optimal table/countertop height so that the teacher and child can comfortably work and observers can clearly observe the child's reading and writing work. **The 25-inch height is not wheelchair accessible according to Americans with Disabilities Act (ADA) requirements.** Some schools have addressed this issue by using a table with adjustable legs. This adjustment allows needed flexibility to meet the ADA requirements while still allowing the needed height for observing most lessons. **Training sites should work with a local architectural firm to assure that construction meets all requirements.**

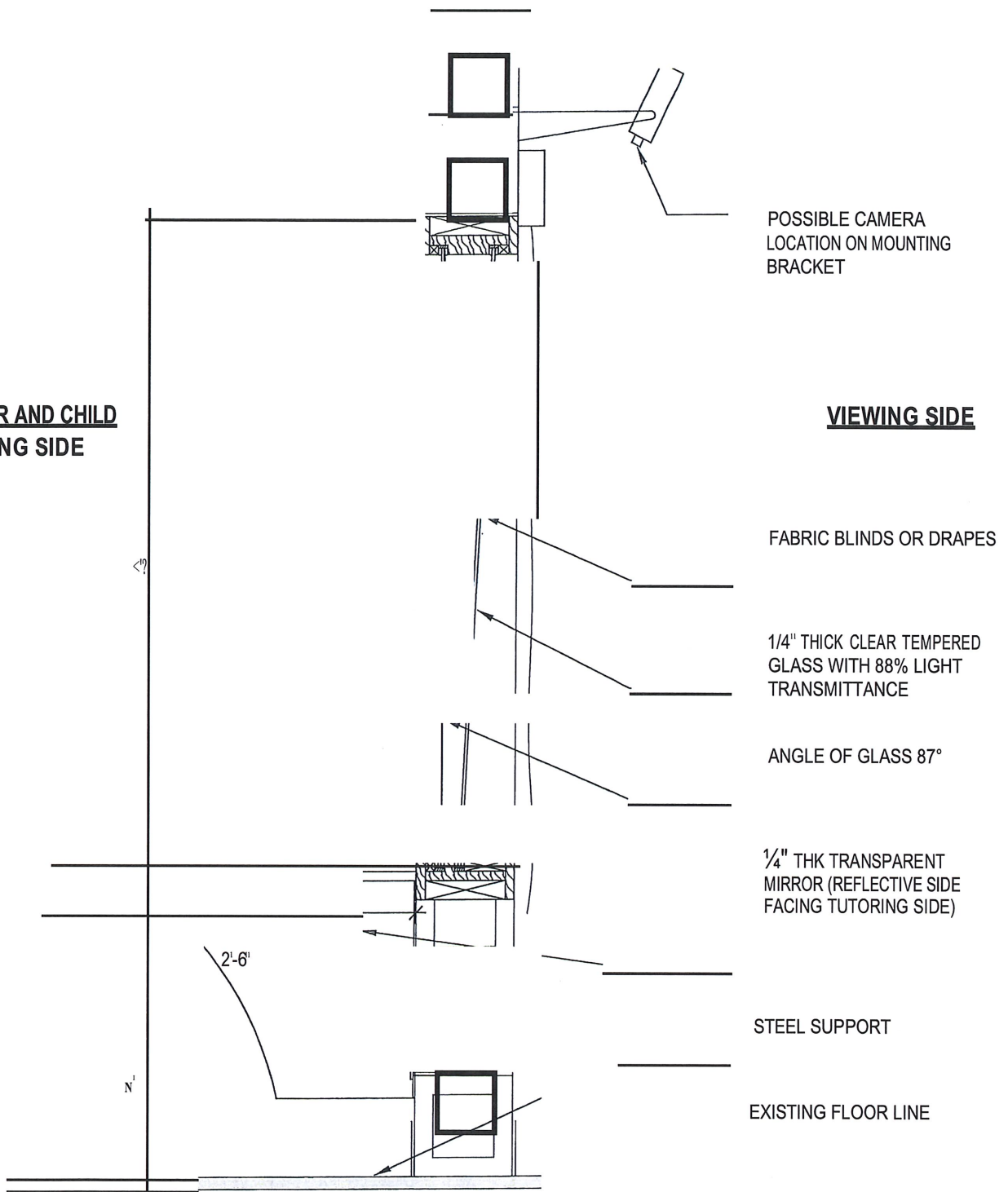
"The tutoring room where teachers conduct lessons with one of their Reading Recovery children requires a long, narrow, rectangular tabletop on which the teacher and child work. The tabletop, either a child's table, a table with adjustable legs, or a built-in tabletop, must be 25 inches from the floor. The table surface needs to be large enough for teacher and child to sit side-by-side and to accommodate Reading Recovery teaching materials that include a child's books basket, magnetic letters on trays, chalk and erasers, a writing book, pencils and scissors, and oaktag strips for writing. A narrow surface keeps the lesson material, especially books, close to the glass and therefore readable by the observers! **The surface of the tabletop should be the same height as the bottom of the one-way mirror.**"

RECOMMENDATION: Training sites may choose to work with a local architectural firm, lighting and sound engineers to assure that specifications in this document meet current construction requirements.

PUBLICATION: *A Site Coordinator's Guide to the Effective Implementation of Reading Recovery* (2006).
Reading Recovery Council of North America.

**TEACHER AND CHILD
TUTORING SIDE**

VIEWING SIDE



WALL SECTION DETAIL

SCALE: 1" = 1'-0"

in the classroom *will* be controlled by the teacher leader or trainer who stands beside the one-way mirror during discussions. Place the classroom dimmer switch *within* easy reach for the teacher leader conducting the session.

Sound System

An audio expert from an industrial audio systems business can advise you on purchasing and installing equipment for your facility. You *will* need a microphone *in* the tutoring room, speakers, amplifier, and volume control in the classroom. The specific system to fit your needs depends on the *size* of the two rooms and the physical environment of each room (e.g. ambient noise, or sound absorbent materials).

You *will* need a microphone in the tutoring room. A variety of microphones has been used successfully in Reading Recovery training facilities. A good *choice* is a PZM microphone mounted on the table, in the wall, or from the ceiling. If you use a table microphone be sure to set *it* on a rubber surface (e.g. mouse pad) to decrease the distracting *noise* from shuffling papers and dropped books. The microphone should be as unobtrusive as possible, far enough away from inquiring children's hands so that it does not become a distraction. If mounted in a wall or hanging from

Reading Recovery Site Coordinator's Guide.

PERSONAL SERVICE CONTRACT INVOICE FORM
GOVERNMENT CONTRACT REVIEW COMMITTEE
LEGISLATIVE RESEARCH COMMISSION

Pursuant to KRS 45A.695, **no payment shall be made on any personal service contract** unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

Invoices shall be submitted every ninety (90) days, unless the personal service contract specifies a different submission time period.

Separate invoices shall be submitted for each distinct matter covered by the personal service contract, and shall be signed by the individual responsible for that matter

The issuance of an invoice to the Commonwealth constitutes an affirmation by the individual, firm, partnership, or corporation awarded the personal service contract that the invoice truly and accurately represents work actually performed, and the expenses actually incurred.

The head of the contracting body shall approve the invoice, indicating that the charges in the invoice reflect the value of the work performed, and all recorded costs and disbursements were reasonably and necessarily incurred in connection with the matter invoiced.

NOTE: All questions must be answered fully. If the space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Any questions regarding the invoice requirements should be directed to the contracting agency.

Contract Number: ----- **Date of Invoice:** _____

UK-CCLD _____ Reading Recovery _____
Contracting Body **Division, Branch, etc.**

1. Name & Address of Contractor:

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

2. Contractor's Tax I.D. Number: 1-616001316

3. Effective Period of Contract:

Starting Date: 8-7-2019 _____
Ending Date: 12-31-2019 _____

4. Combined Total Amount Charged in this Invoice for Services and Reimbursable Disbursements: \$8,000 _____

5. Dates of Service Covered under this invoice:

Starting Date: 8-7-2019 _____
Ending Date: 12-31-2019 _____

6. Is this the FINAL invoice for services performed

under this contract:
-- x Yes _____ No

7. Date of most recent invoice submitted prior to this invoice: ___NIA___

8. How often is the contractor required to submit invoices under the terms of the personal service contract:

One time invoice - \$ 8,000.

9. Provide a description of the matter covered by this invoice:

Completion of construction of literacy window, sound system and related items.

10. Provide a full description of each service provided, including the date each service was performed, the name and title of each individual who worked on the matter, and the time the individual spent on the matter:

One time invoice for One-Way Mirror - \$8,000.

11. Provide the hourly rate for each individual working on the matter and the total charge for that individual for each matter involved:

One time invoice - \$ 8,000.

12. Provide the subject matter and recipient of any correspondence:

NIA

13. Provide a full description of any work product produced, designating the way in which the work product is associated with the matter being invoiced. (Attorneys Billing for Legal Services: If you contend that any information is subject to privilege, please identify the privileged item, and provide sufficient information to evaluate the claim of privilege):

NIA

14. Provide an itemized list of all disbursements to be reimbursed by the state for each matter invoiced and the total charge for that matter:

One time invoice - \$ 8,000.

SIGNATURES:

Contractor Signature: _____ Date: _____

Title: _____

Contracting Body _____

Approved by: _____ Date: _____

Title: _____ RR/Director Training: _____