



FAYETTE COUNTY PUBLIC SCHOOLS

**Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item**

MEETING: Planning

DATE: 7/11/2022

TOPIC: Collaborative Center for Literacy Development Contract

PREPARED BY: Meocha Williams

Recommended Action on: 7/25/2022

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve a District Service Agreement with the Collaborative Center for Literacy Development. The cost of these professional learning services are reimbursable by the KyCL grant.

Background/Rationale: This agreement is to meet the requirements for professional learning on literacy instruction for secondary school (Frederick Douglass HS, Crawford MS, and LTMS) that are participating in the Kentucky Comprehensive Literacy (KyCL) project.

Policy: 01.11 – Purchases > \$30,000 Must be Approved by The Board

Fiscal Impact: \$40,000

Data Considerations: Eligibility to participate in the KyCL project was limited to feeder system (K-12) with a significant number of high school students (65% or greater who qualify for Free/Reduced meals (F/R). At the time of the application, 71.22% of students at Frederick Douglas HS qualified for F/R meals.

Strategic Priority: This request supports Strategic Priority 2 – Diversity, Equity, Inclusion, & Belonging by addressing systematic barriers and opportunities for historically marginalized groups.

Attachments(s): Collaborative Center for Literacy Development contract

CONTRACT

THIS CONTRACT is entered into this 1st day of August, 2022, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Collaborative Center for Literacy Development (CCLD)**, 120 Quinton Court, Suite 200, Lexington, Kentucky 40509 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Teaching & Learning Department** has established the need for **professional learning for teachers at Frederick Douglass High School, Crawford Middle School, and Lexington Traditional Magnet School** in adherence to the requirements of the **Kentucky Comprehensive Literacy (KyCL) grant**, and has determined that this need cannot be met by existing district staff.

The **Collaborative Center for Literacy Development** provides **professional learning through the Adolescent Literacy Project** designed to improve middle and high school teachers' literacy instruction across disciplines and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **professional learning on literacy instruction across disciplines for middle and high school teachers**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Teaching & Learning Department**, as an independent contractor, services under the direction of **Meocha Williams**.
2. The second party shall provide **two 1 ½ hour virtual follow-up sessions in the Fall semester and two 1 ½ hour virtual follow-up sessions in the Spring semester for Cohort III; a Regional Research Showcase that includes a \$200 stipend per participant; a year-long book study with Cohort I; and an individual coaching session with each Cohort III participant to be completed before the termination of this contract**.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$40,000.00**. Additional expenses to be reimbursed are **[none]**, with a total amount of this contract not exceeding **\$40,000.00**.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed-upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
12. Any contractor who is working with students on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.
13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.
17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
18. This agreement will be in effect from August 1, 2022, through June 30 , 2023, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

17 pacha C. H. 6-20-2022

Date



Dr. Demetrus Liggins, Superintendent

Date

**Collaborative Center for Literacy
Development**

Date