



Issue Paper

| District of Columbia

DATE:

July 20, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve FY 2023 - 2024 Read To Achieve Memorandum of Agreement

APPLICABLE BOARD POLICY:

04.61 Gifts and Grants

HISTORY/BACKGROUND:

Taylor Mill Elementary school has been awarded \$ 62,000.00 grant funds from the KY Read to Achieve Project for school years 2023 and 2024. The funds will be used for elementary teaching staff positions delivering reading intervention services, professional development, and program materials in accordance with the Read to Achieve Initiative.

FISCAL/BUDGETARY IMPACT:

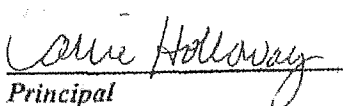
\$124,000.00 Taylor Mill SBDM Funds

RECOMMENDATION:

Approval of the FY 2023 & 2024 Read To Achieve Memorandum of Agreement

CONTACT PERSON:

Susan Bentle, Exec. Director Finance


Principal


District Administrator


Superintendent

300 Sower Blvd, 5th Floor, CSW

Frankfort

KY 40601

TOTAL CONTRACT AMOUNT:

\$124,000.00

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Memorandum of Agreement Template
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (KDE) (“the Commonwealth”) and Kenton County Board of Education (“the Contractor”) to establish an agreement for the Read to Achieve grant which helps teachers and library media specialists improve the reading skills of struggling readers in kindergarten through grade three and to assist schools in employing reading interventionists who specialize in providing those services. The initial MOA is effective from July 1st, 2022 through June 30th, 2024.

Scope of Services:

As specified in KRS 158.792, the Read to Achieve (RTA) grant is established to “help teachers and library media specialists improve the reading skills of struggling readers in kindergarten through grade three and to assist schools in employing reading interventionists who specialize in providing those services.” The grant “supports teachers and reading interventionists in the implementation of reliable, replicable evidence based reading intervention programs that use a balance of diagnostic tools and instructional strategies that emphasize phonemic awareness, phonics, fluency vocabulary comprehension, and connections between writing and reading acquisition and motivation to read to address the diverse learning needs of those students reading at low levels.”

Goals & Deliverables:

District/School must agree to:

Adhering to the assurances (see attached) and submitting a signed statement of assurances at the beginning of each academic year by the date set forth by the Kentucky Department of Education (KDE) but anticipated to be on or around August 15 of each year.

Implement a high-quality, evidence-based comprehensive reading program for K-3.

Implement a high-quality intervention program for struggling primary program readers that will supplement, not replace, regular classroom instruction.

Engage in professional learning that:

Supports implementation of a high-quality reading intervention program and/or high-quality comprehensive reading program;

Supports administration of, interpretation of results for and instructional design base on the universal screener and reading diagnostic assessment; and

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Addresses one of four key areas:

building knowledge in understanding the cognitive processes and skills involved in learning how to read;
 implementing the essential components of reading, including instruction in phonics, phonemic awareness, fluency, vocabulary and comprehension;
 implementing high-quality, grade-level instruction and assignments aligned to the Kentucky Academic Standards (KAS) for Reading and Writing:
 Foundational Skills Strand; and
 Reading Literature, Reading Informational Text, Composition and Language Strands; and
 evidence-based instructional practices to support the reading-writing connection.

Create, or incorporate into an existing school leadership group, a school literacy team that includes one reading interventionist (if available), the principal or assistant principal, the certified library media specialist (must have this position to receive the grant), one classroom teacher from each primary grade (K-3), one special education teacher who serves K-3 students and one literacy instructional coach (if available).

Administer universal and diagnostic assessments to identify students in need of intervention and their specific needs as well as to develop and monitor a plan of reading intervention supports.

Provide appropriate intervention based on the data found from #6 above.

Utilize the Kentucky Student Reporting Information System (KSIS), currently Infinite Campus Intervention Tab, to record intervention services, including tier movement (updates and revisions to records must be made at the request of the KDE).

Report additional data to the KDE, including but not limited to evaluations of their RTA program, program implementation data, assessment data and/or progress-monitoring data at the request of the KDE and/or the Collaborative Center for Literacy Development/UK Evaluation Center.

Submit to the KDE, via the district finance officer, RTA budget information and updates in the form of quarterly financial reports and generate MUNIS expenditure reports.

Ensure a highly effective library media program is implemented as defined in Beyond Proficiency@yourlibrary, the KDE's guidelines for effective school library media programs.

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Establish and carry out a system for informing parents and guardians of struggling readers of student progress and the available family literacy services within the district.

Reporting:

Per KRS 158.792, the KDE shall promulgate administrative regulations to establish the minimum evaluation process for annual review of each grant recipient's program and progress. Each year the RTA grantee will report:

Student Data:

*Report in the assessment tab beginning, middle and end-of-year **assessment scores** for each student qualifying for intervention services. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.*

*Report beginning, middle and end-of-year **intervention data** for each student qualifying for intervention services. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.*

Teacher Data:

Instructional staff who implement a high-quality reading intervention program and/or high-quality comprehensive reading program for K-3 students will participate in program-specific professional learning to support implementation of the program(s).

K-3 reading instructional staff, including classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who assist struggling primary readers, as well as an administrator and literacy instructional coach (if one exists), must participate in professional learning in one of four key areas to support teachers in implementing reading intervention each year of the grant cycle. These four areas are: 1) Building knowledge in understanding the cognitive processes and skills involved in learning how to read; 2) Implementing the essential components of reading, including instruction in phonics, phonemic awareness, fluency, vocabulary and comprehension; 3) Implementing high-quality, grade-level instruction and assignments aligned to the KAS for Reading and Writing: Foundational Skills Strand; and Reading Literature, Reading Informational Text, Composition and Language Strands; and 4) Evidence-based instructional practices to support the reading-writing connection.

School literacy team and all K-3 reading instructional staff who implement reading support for K-3 students will participate in all requested surveys/evaluations.

Submit for each identified stakeholder a description and number of professional learning hours participated in each year.

School Wide Data:

Each RTA school will submit to the KDE their system for informing parents of struggling readers of student progress and the available family literacy services within the district. Districts with more than one RTA school are permitted to submit like systems, including like available services within the district.

Evidence of embedded professional learning supports (e.g. teachers observing teachers and teacher-teacher feedback, teachers teaching teachers, collaborative teaching, collaborative planning, professional learning communities)

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Evidence of implementation of a highly effective library media program and/or steps being taken to improve the program to reflect a highly effective program as defined in BeyondProficiency@your library.

Evidence of a progress monitoring plan for each student whose performance indicates reading interventions are necessary. Plans must include an outline of the progress monitoring tool, student goal and frequency of data collection and review. The team will meet at least every 6-8 weeks to review progress-monitoring data, student placement status and next steps.

Evidence of communication to parents/caregivers of the initial plan of reading intervention supports and any updates to the plan as well as student progress at least once each grading period.

Pricing:

Munis Code	Item	Amount
0110	Salary	\$ 24,269.60
0120	Certified Sub	\$ 600.00
0221	FICA	\$ 675.00
0222	Medicare	\$ 550.00
0231	KTRS	\$ 4,405.00
0251	State Unemployment	\$ 2,057.50
0253	KSBA Unemployment	\$ 140.00
0260	Workman's Comp	\$ 200.00
0335	Professional Development	\$ 21,740.00
0610	General Supplies	\$ 1,180.00
0643	Supplemental Books	\$ 5,877.90
0650	Software	\$ 305.00
	Totals	\$ 62,000.00

Budget is based on one school year. This is a two-year contract this budget will be the same for both years and the total contract amount is \$124,000.

Each school will provide a budget that shows how they will spend base grant funds of \$62,0000 as well as matching funds of at least \$62,000 from other sources as provided in KRS 158.792. Payments will be made in 1st and 3rd quarters upon satisfactory completion of grant requirements.

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

KENTUCKY DEPARTMENT OF EDUCATION
ADDITIONAL TERMS AND CONDITIONS

Discrimination

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The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

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 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.

508 Compliance

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the vendor's products or services may be covered by that act.

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Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

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As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

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<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student’s parent. The contractor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Funding

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.

ASSIGNMENT OF COPYRIGHT

Whereas, the Contractor may create, contribute to the creation, and/or have ownership interest in certain original works of authorship created pursuant to the terms of this contract;

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And whereas, the Kentucky Department of Education ("KDE") desires to acquire the entire interest of the Contractor in the original works of authorship created pursuant to the terms of this contract, and any copyrightable material which may be created pursuant to the terms of this contract;

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Contractor, hereby irrevocably assigns and transfers to KDE, its legal representatives, successors and assigns, all right, title, interest, and ownership in the original works of authorship and any copyrightable material which may be created pursuant to the terms of this contract, including copyrights, copyright registrations, and the right to procure United States and foreign copyrights registrations thereon, together with the right to prepare derivative works in all media, including current and yet to be developed electronic media, secure renewals, reissues, and extensions of any such copyright registrations, including in any foreign county, and the right to publicly display and make copies of the original works of authorship or derivative works in all media and forms of expression and communication now known or later developed, which interests and rights shall be held to the full end of the term for which such copyrights or any extension thereof is or may be granted.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 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.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

4.00 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 day's written notice of termination of the agreement due to lack of available funding.

5.00 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

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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.

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

7.00 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

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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.

8.00 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,

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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 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

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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.

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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:

_____ **for Commissioner**
Signature Title

Karen Wirth _____
Printed Name Date

2nd Party:

Signature Title

Printed Name Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney



Read to Achieve

Diagnostic and Intervention Services

District Assurance Statement 2022-2023

Background

The *Kentucky Read to Achieve: Reading Diagnostic and Intervention Grant* provides schools with competitive funds to support teachers in implementing a reading intervention program and evidence-based instructional strategies that address the diverse needs of primary students (K-3) reading at low levels and needing accelerated learning. Schools awarded the RTA grant must ensure implementation of a reading intervention program for tiers two and three and a comprehensive reading program at the tier one instructional level.

A teacher must be engaged in or have completed professional learning as specified in the request for application as well as the assurances that follow in this document to implement the reading intervention program. The reading intervention program must:

1. Align to the *Kentucky Academic Standards (KAS) for Reading and Writing*;
2. Offer short-term intensive instruction in the essential skills (emphasis on essential components of reading: phonemic awareness, phonics, fluency, vocabulary and comprehension) necessary to read proficiently;
3. Support tier two or three instruction;
4. Be research-based, reliable and replicable;
5. Be based on the ongoing assessment of individual student needs; and
6. Supplement, not replace, regular classroom instruction.

A teacher must be engaged in or have completed professional learning as specified in the request for application as well as the assurances that follow in this document to implement the comprehensive reading program. The comprehensive reading program must be a high-quality instructional resource that:

- Aligns to the *KAS for Reading and Writing*; and
- Emphasizes the essential components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

Implementation Requirements

1. **Comprehensive Reading Program:** The school shall implement a comprehensive reading program in grades K-3 that meets the expectations of a high-quality instructional resource and is deemed effective by credible sources such as EdReports (receiving green ratings for all gateways) or What Works Clearinghouse (receiving positive and/or potentially positive effectiveness ratings in the Beginning Reading domain) OR qualified to be included in the Elevating Evidence Clearinghouses and Databases and/or has strong alignment when evaluated using the Reading and Writing Instructional Resources Alignment Rubrics.
2. **Reading Intervention Program:** The school shall implement a reading intervention program for grades K-3 that is reliable, replicable, evidence-based, meets the expectations of a high-quality instructional resource and has been shown to improve student outcomes based on the What Works Clearinghouse (positive and/or potentially positive effectiveness ratings in the Beginning Reading Domain), the Academic Intervention Tools Chart (convincing evidence) and/or high ratings from other reliable studies such as those found on the Elevating Evidence Clearinghouses and Databases resource. The intervention services for identified students **must supplement, not replace, their classroom comprehensive reading program**.
3. **Professional Learning:** Yearly, awardees **must** participate in high quality professional learning (see page 2 of linked PDF).
 - a. Teachers and staff implementing a high-quality reading intervention program and/or high-quality comprehensive reading program must be trained in the program(s) to support implementation of the respective program(s).
 - b. K-3 reading instructional staff, including classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who assist struggling primary readers must also participate in professional learning, yearly, in one of four key areas to support teachers in implementing reading intervention each year of the grant cycle. These four areas are:
 1. Building knowledge in understanding the cognitive processes and skills involved in learning how to read;
 2. Implementing the essential components of reading, including instruction in phonics, phonemic awareness, fluency, vocabulary and comprehension;
 3. Implementing high-quality, grade-level instruction and assignments aligned to the *KAS for Reading and Writing*:
 - a. *Foundational Skills Strand; and*
 - b. *Reading Literature, Reading Informational Text, Composition and Language Strands; and*
 4. Evidence-based instructional practices to support the reading-writing connection.

The school agrees that at least 50 percent of K-3 reading instructional staff, including classroom teachers, reading interventionists, special education teachers, library/media specialists, a school administrator and literacy instructional coaches assigned to the school and other staff who assist struggling primary readers, will begin professional learning in building knowledge in understanding the cognitive processes and skills involved in learning how to read during year one of the grant cycle (2022-2023). Remaining staff must be engaged in one of the other four key areas of professional learning during the 2022-2023 school year.

Please note: A school administrator and literacy instructional coaches assigned to the school agree to participate in professional learning in understanding the cognitive processes and skills involved in learning how to read during year one (2022-2023) of the grant cycle and understand they may be included in the count to reach the requirement of at least 50 percent of all K-3 reading instructional staff beginning professional learning in building knowledge in understanding the cognitive processes and skills involved in learning how to read in year one.

4. **Student Selection:** Students receiving intervention services must be enrolled in a public school primary (K-3) program and reading significantly below the grade-level benchmark (at-risk range) as indicated by universal screening and diagnostic assessment data. Data systems must be in place to ensure that valid and reliable assessments are selected and used with fidelity and that data is collected, analyzed and used to monitor implementation and student outcomes over time.
5. **School Literacy Team:** The school must develop a literacy team or include the required members of the literacy team and agree to fulfilling the responsibilities of the team on an existing school leadership team (e.g. MTSS, RTI or school improvement team).
 - a. **Membership:** The literacy team will include the following members:
 - i) One reading interventionist (if available);
 - ii) Principal or assistant principal;
 - iii) Certified library media specialist (The school **must employ a certified library media specialist** who is available **at least 33% of instructional time.**);
 - iv) One classroom teacher from each primary (K-3) grade;
 - v) One special education teacher who serves primary (K-3) students; and
 - vi) One literacy instructional coach (if available).

Note: The school literacy team, whether its own entity or part of an existing school leadership team, has a clearly defined role and is an integral part of literacy decision-making within the team and for the school. The responsibilities of the team are described below.

- b. **Responsibilities:** The school agrees the literacy team will organize and/or help facilitate embedded professional learning supports throughout the school and school day to build literacy capacity. These supports may include, but are not limited to, the following:
 - Teachers teaching teachers through classroom observations and feedback;
 - Teachers teaching teachers through modeling instructional strategies;
 - Collaborative teaching;
 - Collaborative planning; and
 - Professional Learning Communities.

The literacy team will collaborate with the school certified library media specialist to ensure a highly effective library media program is implemented as defined in BeyondProficiency@your library, the Kentucky Department of Education's guidelines for effective school library media programs. The team will refer to the Library Media Program Rubric and Kentucky Academic Standards for Library Media as resources for supporting and guiding collaboration with the library media specialist and teacher to ensure a highly effective library media program is implemented.

The literacy team will review initial universal screener results to determine which students require further diagnostic testing. The team will analyze diagnostic assessment data to develop a reading intervention plan that matches the reading intervention to the identified area(s) of need for students whose performance indicates reading interventions are necessary. A progress monitoring plan will be developed by the team and will include an outline of the progress monitoring tool, student goal and frequency of data collection and review. Consider the Academic Progress Monitoring Tools Chart resource when selecting an effective tool. Data is graphed and students' rate of progress is evaluated to determine if they are making progress to meet grade-level benchmarks. If so, the intervention is continued. If the progress is insufficient to meet the goal, a change to the intensity, frequency or duration of the intervention is made. The team will meet at least every 6-8 weeks to review progress-monitoring data, student placement status and next steps. The team will communicate the plan of reading intervention supports to students' families within ten (10) school days from the time the plan is created and will provide an update on the plan as well as student progress at least once each grading period.

Classroom teachers and/or intervention teachers may make decisions that are best for students outside of literacy team meetings; however, the teacher(s) serving the student must be prepared to provide evidence to support all decisions made outside of the literacy team meeting. If the majority of the literacy team members do not agree with the decision(s) made outside of the literacy team meeting, the team will devise a plan, agreed upon by the majority, and move forward with the team's decision and/or modified plan of intervention supports.

6. Assessments and Reporting:

- a. The school ensures a reliable, valid universal screener for reading will be administered to all students in kindergarten through grade three (3) and will be used to identify the initial pool of struggling readers. The Academic Screening Tools Chart is available to assist the literacy team in reviewing the universal screening assessment currently in use or when selecting a new screening tool to ensure it is reliable and valid. Those performing in the bottom 25% will complete a diagnostic assessment for reading that is reliable and valid to be administered as part of a multi-tiered system of supports for students in kindergarten through grade three (3) to identify the most struggling readers and determine specific reading deficiencies. Based on the results of the diagnostic assessment, the literacy team and classroom teacher will develop a plan of reading intervention supports. The literacy team's role is more clearly explained in Assurance #5 (above) of the Implementation Requirements.
- b. The school agrees that all primary teachers for (K-3) will receive professional learning on the universal screener and reading diagnostic assessment that shall address:
 - i. How to properly administer the universal screener;
 - ii. How to properly administer the reading diagnostic assessment;
 - iii. How to interpret the results of the reading diagnostic assessment to identify students needing interventions;
 - iv. How to use the assessment results to design instruction and interventions;
 - v. How to use the assessment to monitor the progress of student performance; and
 - vi. How to use accelerated, intensive and direct instruction that addresses students' individual differences and enables students to achieve proficiency in reading, including but not limited to, daily, one-on-one instruction.
- c. The Kentucky Student Information System (KSIS), currently Infinite Campus, Intervention Tab will be utilized to record intervention services, including program, tier movement and service results. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.
- d. The school must participate in statewide evaluations of their RTA state funded intervention, at the request of the KDE and/or the Collaborative Center for Literacy Development (CCLD). The school also must maintain and formally report program implementation and progress-monitoring data as requested by the KDE and/or the CCLD. In order to be considered in compliance with the state-funded grant requirements, all data must be reported by the required deadlines. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.
- e. The district finance officer, on behalf of the individual school and the district, must provide RTA budget information and updates in the form of quarterly financial reports and is responsible for generating the MUNIS expenditure reports.
- f. The principal must submit an annual assurance statement and budget summary form at the request of the KDE each school year.

7. **Family Engagement:** To elevate family engagement, the school literacy team will establish a system for informing parents of struggling readers of the available literacy services within the district. This could be services, resources or opportunities offered by the school system, an individual school, community partners, private

entities, human resources, or online resources, etc. If a system is already established, the literacy team must review and revise it, as needed, to reflect all family engagement expectations as described in this assurance item.

The system must:

- a) Streamline dissemination of literacy information to families;
- b) Include a plan for increasing communication about literacy between educators and families;
- c) Include digital and non-digital communication methods; and
- d) Be advertised to families so they know how to access the literacy services/resources/opportunities.

The school agrees to consider the incorporation of ideas/knowledge gained from reviewing these resources or similar family engagement resources: Family, School and Community Partnerships, Kentucky's Standards Family Guides, National Center for Families Learning, Imagination Library Kentucky Project.

8. Other Requirements and Responsibilities: The school agrees to provide...

- a. a certified substitute to implement intervention services in the event the person responsible for delivering intervention is absent or otherwise unable to provide services. Long-term substitutes with training in primary reading intervention services are preferred.
- b. at least 100% matching funds and any additional resources needed to implement grant requirements. 100 percent matching funds may come from appropriate federal, state and/or local sources.
- c. the building principal and a district grant coordinator/contact to monitor the implementation of the RTA intervention (e.g., student progress, appropriate spending, instructional practices, required trainings, professional learning) to ensure the school remains in compliance.
- d. all required tasks, evidence and requested surveys/data to the KDE and the CCLD to record and maintain documentation of grant compliance. The school acknowledges that failure to meet compliance requirements and deadlines may result in partial or complete loss of funding of the RTA grant.
- e. an amendment form, submitted to the KDE for approval, if data collected by the literacy team determines an implementation requirement of the grant is unsuccessful and the team has a solution that meets the requirements of the grant. **Note:** Intervention programs and/or comprehensive reading programs must be implemented for at least two full academic years, accompanied by professional learning to support program implementation, before they may be considered for an amendment. Programs may not be changed mid-year.

Role of the Principal

- Participate in the KDE-sponsored fall orientation for Read to Achieve and ensure all K-3 reading instructional staff understand and fulfill their roles.
- Monitor the implementation of the RTA grant program (see implementation requirements 1-8) to ensure students are receiving high-quality comprehensive and intervention program instruction.
- Designate and oversee an appropriate staff member(s) to input intervention and assessment data and ensure designee(s) have access to Infinite Campus for reporting purposes.
- Monitor the progress/effectiveness of the grant and its impact on struggling readers, specifically diverse populations.
- Be an active member of the school literacy team and ensure intervention needs are being met for all K-3 students.
- Collaborate with the school literacy team on decisions regarding appropriate expenditures of the RTA grant funds.

Role of K-3 Reading Instructional Staff*

*K-3 reading instructional staff includes the following: classroom teachers, reading interventionists, special education

teachers, library/media specialists, a school administrator and literacy instructional coaches assigned to the school and other staff who assist struggling primary readers

- Thoroughly review these assurances to gain an understanding of your role as well as what it means to be a Read to Achieve school.
- Commit to your role.
- Participate in the KDE-sponsored fall orientation for Read to Achieve. Participate in required professional learning [see Implementation Requirements, Assurance #3 and Assurance #6(b)] and, if applicable, implement learning when designing and instructing students.

Allowable Expenses

Professional Learning (PL)

- Using funds to support high quality professional learning experiences, including registration fees, in the four required professional learning categories for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, librarian/media specialists and any other staff who assist struggling readers) and administrators
- Registration fees for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who support struggling readers) and administrators participating in state and national literacy conferences directly related to the grant requirements
- Using funds to provide high quality professional learning on relevant topics that specifically target struggling readers in the primary program
- Providing or attending professional learning on how to support the home-school connection as it is directly related to improving literacy for struggling readers
- Resources required for professional learning directly related to the implementation of the intervention practices/program
- Professional learning required for the implementation of the **comprehensive reading program; matching funds only**, no portion of base funds may be used toward professional learning related to the implementation of resources to supplement the comprehensive reading program
- Release time or stipends for the RTA intervention teacher and K-3 reading instructional staff (classroom teachers, special education teachers, library/media specialists and other staff who support struggling readers) to participate in professional learning directly related to the grant requirements, including job-embedded professional learning such as study groups, observations and/or self- or peer reflection on teaching practices
- Using funds to cover substitute teacher expenses when necessary for teachers to participate in professional learning directly related to the grant requirements.

Instructional Resources (IR)

- High quality instructional resources to be used as part of the evidence-based reading intervention instructional practices/program directly related to the implementation of the intervention (IS)
- High quality instructional resources to supplement **comprehensive reading programs; matching funds only**, no portion of base funds may be used toward instructional resources to supplement comprehensive reading programs (CRP)

Salary (S)

- Using base funds toward the salary of a certified teacher to serve as a reading interventionist to support implementation of reading interventions; using matching funds toward the salary of a certified teacher to serve as a reading interventionist to support implementation of reading interventions

Other (O)

- Travel for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who support struggling readers) and administrators to attend professional learning, including state and national conferences, directly related to the grant requirements
- Using funds to purchase diagnostic tools that emphasize phonemic awareness, phonics, fluency, vocabulary, comprehension, and connections between writing and reading acquisition and motivation to read to address the diverse learning needs of those students reading at low levels
- No more than 25% of new hardware costs may be charged to the grant, and only if the purchase is critical to the implementation of the grant intervention program. Computer purchases are encouraged as match.
- Dues or fees for certified K-3 reading instructional staff when directly related to the implementation of the grant requirements

Non-Allowable Expenses:

- Compensating administrative or indirect costs
- Covering cost of capital expenditures (i.e., reprogramming, renovating, renting, or purchasing space)
- Purchasing furniture (tables, desks, filing cabinets, book bins, pillows etc.)
- Purchasing food
- Using base grant funds to pay for more than 25% of new hardware and/or supplies costs, if critical to the implementation of the intervention program.
- Using base grant funds to pay for professional learning and/or resources to support the implementation of resources to supplement a comprehensive reading program

RTA Assurance Statement 2022-2023

School Name:	
District:	
Superintendent:	
	Literacy Team Members:
Principal:	
Reading Interventionist:	If available.
Certified Librarian/Media Specialist:	Must be available at least 33% of instructional time.
K-3 Classroom Teachers	One (1) Kindergarten: One (1) Grade 1: One (1) Grade 2: One (1) Grade 3: If the school does not have one of these grades, please make a note. Place an asterisk next to the teacher's name who will serve as the K-3 classroom teacher representative and sign below.
K-3 Special Education Teacher	
Literacy Instructional Coach (if available)	
High-Quality Reading Intervention Program(s):	If a different program is used for a different grade, please indicate.
High-Quality Comprehensive Reading Program(s):	If a different program is used for a different grade, please indicate.
Universal Screener:	
Diagnostic Assessment:	

I have read and understand the District Assurance document. I assure that all of the grant requirements will be met as outlined in the Request for Application and within this document. I assure the district and school will comply with all requirements, both technical and programmatic, pertaining to the grant. Failure to continuously meet compliance requirements and deadlines could result in partial or complete loss of funding of the Read to Achieve grant funds.

Role	Signature	Date
Superintendent's Signature		
Principal's Signature		
Reading Interventionist's Signature (if available)		

Certified Librarian/Media Specialist		
K-3 Classroom Teacher Representative Signature		
K-3 Special Education Teacher		
Literacy Instructional Coach		

To receive RTA funding in FY23, the school or district will need to **email** only the completed signature page of this District Assurances to **KDE Read to Achieve mailbox** at kde.readtoachieve@education.ky.gov by August 2, 2022.

Any violation of the mentioned criteria could result in partial or complete loss of funding for the Read to Achieve grant.