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Commonwealth of Kentucky CONTRACT

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Document Description: Pers MOA-State Literacy Coaching Specialist-Lisa Morris

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Memorandum of Agreement

Reason for Modification:

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Effective From: 2024-07-01 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Pers MOA-State Literacy Coaching Specialist-Lisa Morris	\$0.000000	\$141,352.00	\$141,352.00

Extended Description:

Effective Date: July 1, 2024 - June 30, 2025

100% General

The vendor will furnish the services of its employee in the following capacity:

Name: Lisa Morris
Title: State Literacy Coaching Specialist
Location: Office of Teaching and Learning

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified school with large numbers of students performing in the novice range on the grade three (3) Kentucky Summative Assessment (KSA). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy approach that is rigorous, engaging, and relevant for students. SLCSs will be required to effectively identify the needs of assigned schools in order to prioritize, schedule, organize and provide technical assistance and professional learning support to teachers in promulgating student progress toward reading proficiency by the end of grade three (3).

The contract amount for the district employees services includes contract salary (KDE contract 220 days), district level stipend, fringe benefits and school district indirect costs. The total contract amount includes a 3% adjustment allowance.

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Memorandum of Agreement Template

Revised October 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Jefferson County Board of Education (“the Contractor”) to establish an agreement for a State Literacy Coaching Specialist position. The initial MOA is effective from July 1, 2024 through June 30, 2025.

Scope of Services:

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified school with large numbers of students performing in the novice range on the grade three (3) Kentucky Summative Assessment (KSA). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy approach that is rigorous, engaging, and relevant for students. SLCSs will be required to effectively identify the needs of assigned schools in order to prioritize, schedule, organize and provide technical assistance and professional learning support to teachers in promulgating student progress toward reading proficiency by the end of grade three (3).

Job Description:

Implement the Kentucky Department of Education’s strategic vision and plan for supporting instructional improvement in literacy aligned to Senate Bill 9 (2022), the *Read to Succeed Act*, including:

- o Early literacy universal screener and diagnostic assessments
- o High-quality instructional resources (HQIRs)
- o High-quality professional learning (HQPL)
- o Effective multi-tiered system of supports (MTSS)

Provide daily instructional support and resources to the school level administrators and teachers around structured literacy practices, the five essential components of reading, curriculum implementation, assessment administration and data analysis.

Model effective instructional practices in coaching and feedback cycles.

Critically assess the local needs of schools with greatest need in the area of grade 3 literacy and selectively implement evidence-based practices through a literacy plan of action.

Assist administrators and teachers in the development of a schoolwide literacy plan and strategies for monitoring the implementation of the plan.

Lead professional learning to meet the needs of administrators and teachers.

Participate in coaching and feedback cycles that promote evidence-based literacy instruction.

Provide clear, timely and candid written and oral feedback to teachers around their literacy instructional practices.

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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. 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 number, 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;

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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;

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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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 contract to reveal to the Commonwealth 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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, 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

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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:

_____	Director, Div. of Budgets & Financial Management
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

Applicable for federal funds:

Unique Entity Identifier (UEI) Number: _____
 Must be registered in the [System for Award Management](#) system.

Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$30,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAM CAGE Code _____