



OK AS TO FORM
AMH 8-25-2023

BLACK EDUCATORS INITIATIVE CONTRACTOR AGREEMENT

Contractor: Louisville Teacher Residency
Amount: \$50,000
Term: July 1, 2023 - June 30, 2024

Agreement: This contractor agreement (the "Agreement") is made and entered into as of July 1, 2023 (the "Effective Date") between the National Center for Teacher Residencies ("NCTR"), a Massachusetts and Illinois not-for-profit corporation ("NCTR") with offices at 1332 North Halsted St., Suite 304, Chicago, IL, and Jefferson County Public Schools ("Contractor") with offices at 3332 Newburg Rd. Louisville, KY, 40218 (collectively the "Parties").

- I. **Engagement of Services.** Contractor agrees to work in partnership with NCTR to participate in NCTR's Black Educators Initiative (BEI) to the fullest extent possible. Activities associated with BEI participation may include, but are not limited to:
 - a. Scholarships or stipends to offset tuition and training costs.
 - b. Emergency funds to help offset other expenses for Black teacher residents including transportation, childcare, housing, food, and healthcare expenses.
 - c. Training costs and additional stipends for Black mentor teachers.
 - d. Test prep expenses or licensure support for Black candidates.
 - e. Costs of establishing or supporting an existing pre-residency/summer placement experience for Black candidates.
 - f. Costs for residencies to hire recruiters to implement strategic recruitment strategies to increase the enrollment of Black teacher residents.
 - g. Costs to establish or sustain affinity groups that build community and promote program completion for Black teacher residents as well as retention of Black graduates.
 - h. Support for other strategies that you have successfully implemented that have resulted in recruiting, selecting, and retaining Black educators.
- II. **Evaluation.** Should research Organization use or collect data for the purpose of conducting a research study, Research Organization will separately submit an external research request through Data Provider's online system: <https://assessment.jefferson.kyschools.us/DRMS/>. For any project, involving data collection or research (e.g., program evaluation or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally

Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB. Participate in NCTR's BEI research and evaluation, as outlined in Appendix A.

- III. **Convenings.** BEI grant recipients will be required to participate in virtual BEI small and whole group convenings to share data, analyze their impact, communicate best practices, and develop resources that support work on their grants. Via Network learning experiences and other NCTR presentations and publications, participants will be expected to share their takeaways, highlight the work of their programs, and activate learning and discussion about increasing the number and support for Black educators in residencies.
- IV. **Use of Funds.** Contractor may use the funds of this Agreement only for the purposes stated herein and must apply funds to the line items listed in a budget developed in partnership with NCTR. These budgets run from July 1, 2023 to April 30, 2024 ("budget cycle") Specifically:
 - a. All funds should be used for expenses approved by NCTR.
 - b. All unused funds should be returned directly to NCTR at the end of the budget cycle, unless NCTR grants a no-cost extension.
 - c. Contractor acknowledges that NCTR has not earmarked the funds or any portion for distribution to any individual other than as compensation for services rendered in furtherance of the contract purpose.
- V. **Payments, Reports, and Requirements.** Contractor will receive up to \$50,000 (the "Amount") for use in the budget cycle. If the primary source of funds to support this Agreement is discontinued or becomes at risk for any reason, NCTR will terminate the Agreement. Contractor will receive funds in two installments according to the following schedule:

| | |
|---|-------------------------|
| On or after signature of the Agreement | 50% of the Amount |
| After successfully submitting a mid-year report | Up to 50% of the Amount |

- d. **Reporting Requirements:** Contractor will be required to submit reports to NCTR on progress and challenges of proposed activities on the following dates:
 - i. Interim report due no later than December 15, 2023 for activities and expenses as of December 1, 2023.
 - ii. Final report due May 10, 2024 for activities and expenses as of April 26, 2024 (the end of the budget cycle).
- e. **Network Participation Requirement:** Contractor is required to fully participate in Network programming between July 1, 2023 and June 30, 2024.

Should Contractor end their Network partnership with NCTR at any point during the term of the Agreement, NCTR will terminate this Agreement.

- VI. **Term/Termination.** The Term of this Agreement begins on the Effective Date and will continue through June 30, 2024, unless sooner terminated under the terms of this agreement. This Agreement may be terminated by either Contractor or NCTR immediately upon written notice if (i) Contractor or NCTR, or anyone acting on either party's behalf engages in any conduct which is criminal or would, in the reasonable opinion of NCTR or Contractor, tend to damage the reputation of the party or (ii) Contractor or NCTR defaults on its obligations in Sections I, II, III, IV or V, and fails to correct such default within 15 days of receiving notice of such breach.
- VII. **Notice.** All notices under this Agreement shall be in writing and directed to persons and addresses identified for such parties below. Notices shall be deemed effective upon receipt. Either party may change such notice information by written notice to the other in accordance with this Section.

Notice to NCTR shall be given to:

Kathlene Campbell, Chief Executive Officer
National Center for Teacher Residencies
1332 North Halsted St., Suite 304
Chicago, IL 60642

Notice to Contractor shall be given to:

Sylena R. Fishback, Director, Louisville Teacher Residency
Jefferson County Public Schools
3332 Newburg Rd.
Louisville, KY 40218

VIII. **Limitation on Liability.**

- a. NCTR shall not, nor shall its employees, affiliates, representatives or agents, be liable to the Contractor for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively, "Losses") arising out of or connected to the provision of services under this Agreement, other than any Losses caused by the gross negligence or willful misconduct of NCTR in connection with the provision of the services under this Agreement. The Contractor hereby waives all rights to recover against NCTR for any Losses to its tangible personal property (whether owned or leased) from any cause, which is covered by insurance maintained by the Contractor, including respective deductibles or self-insured retentions. The Contractor agrees to maintain insurance in respect of such tangible personal property, in such amounts, with such deductibles and against such risks and losses that it deems reasonably necessary or appropriate; and

- b. NCTR does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose or results to be derived from the use of any materials, deliverables or services provided under this Agreement. NCTR does not guarantee that any work product or deliverable hereunder will be error-free.

IX. **Indemnification.**

- a. To the extent permitted by law, each of NCTR and the Contractor will indemnify, defend and hold harmless the other party, its officers, directors, employees and agents, against any third-party claims and all resulting liabilities, losses and costs (including reasonable attorneys' fees and settlement costs) arising out of (1) any gross negligence, willful misconduct or breach of this Agreement by the indemnifying party, and (2) any conduct related to the matters contemplated by this Agreement by the indemnifying party that is outside the reasonable control of the indemnified party, including but not limited to the indemnification of NCTR for claims arising in connection with Contractor's operation of the Teacher Residency Program; and
- b. Each party will give the other prompt notice of any claim subject to indemnification hereunder. The indemnifying party shall have the right to control the defense of any claim subject to indemnification hereunder. The indemnified party may participate in such defense at its own expense.

- X. **Relationship of parties.** Both parties understand and agree that no partnership, joint venture, or agency relationship is created hereby. Each party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other.
- XI. **Assignment.** Neither this Agreement, nor any of the rights or obligations under or relating to this Agreement, may be assigned by either party without the other party's written consent. Any unauthorized assignment is null and void.
- XII. **Modifications or waiver.** This Agreement (a) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and (b) may only be modified, amended or supplemented by the written agreement signed by each of the parties hereto. No waiver of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party providing such waiver (an "Effective Waiver"). No Effective Waiver by any party shall operate, or be construed, as a waiver in respect of any failure, breach or default not expressly identified by such Effective Waiver, whether of a similar or different character and whether occurring before or after a party's delivery of the Effective Waiver. No failure to exercise or enforce, or delay in exercising or enforcing, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver of such right, remedy, power or privilege; nor shall any single or partial exercise or enforcement of

any right, remedy, power or privilege hereunder by a party preclude such party's further or other exercise or enforcement thereof or exercise of or enforcement of any other right, remedy, power or privilege. The waiver of any provision of this Agreement shall not prevent such party from subsequent enforcement of that provision.

- XIII. **Entire agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subjects covered herein, and supersedes and merges all prior discussions and agreements among them. No representations of any kind have been made and no understanding or agreement has been made other than as set forth herein. This Agreement is for the benefit of Contractor and NCTR only, and will not be deemed to create any right of, or liability to, any third party.
- XIV. **Governing law; choice of forum.** In the event that any dispute or controversy arises out of or relating to this agreement, the parties agree to attempt to resolve such dispute initially through a Meet and Confer via telephone conference. The Meet and Confer shall be held promptly between the parties including individuals with decision-making authority regarding the dispute, to attempt, in good faith, to negotiate a resolution of the dispute or controversy. If the dispute or controversy is not resolved through the Meet and Confer, then it shall be resolved by mediation. The mediator shall be certified and agreed to by both parties.
- XV. **Confidentiality.** In the course of performing under this Agreement, each party may be exposed to information and data about the other party, including, but not limited to, Contractor assessment and evaluation data and the NCTR Materials ("Confidential Information"). Each party, using the same standard of care that it uses to protect its own Confidential Information from disclosure, agrees to hold the Confidential Information of the other party confidential and to not disclose to others, whether directly or indirectly, without prior written consent of the non-disclosing party, all such Confidential Information, and will limit its use of such Confidential Information to performance of the services under this Agreement. This obligation does not apply to information, which is in the public domain prior to commencement of this Agreement, or at a later date through no fault of the receiving party, which is disclosed to the party's attorneys, accountants, lenders, representatives and other advisers, so long as each applicable representative or advisor agrees to keep such information confidential or is subject to a legal, ethical or contractual duty of confidentiality to the disclosing party, or which party is obligated to divulge by operation of law, including subpoena. All Confidential Information is and shall remain the property of the owning party and shall be returned to that party upon the completion or termination of this Agreement.
- XVI. **Intellectual Property.** NCTR's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of NCTR and all the rights thereto are and shall remain the sole and exclusive property of such other party, except as may be granted pursuant to the express prior written consent of NCTR.

- XVII. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- XVIII. **Headings.** The headings of the Sections and subsections of this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- XIX. **Counterparts; Electronic Execution and Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- XX. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within any applicable law, and, in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date first above written.

National Center for Teacher Residencies, Louisville Teacher Residency
Inc.

By: 
Kathlene Campbell
Chief Executive Officer
8/25/2023

By: _____
Dr. Marty Pollio
Superintendent, Jefferson County Public
Schools

APPENDIX A

BEI Evaluation: The Role of Partner Programs

With the Black Educators Initiative (BEI), NCTR intends to recruit and retain 750 Black educators to better serve the needs of students and their communities. Measuring and evaluating this initiative will enable NCTR and partners to demonstrate the impact of the investment, improve and codify residency programming with an increased focus on race, equity, and inclusion, and ultimately, advance the residency movement. Additionally, research on this initiative will capture emerging practices that can inform national efforts to recruit and retain Black educators as well as elevate and amplify the voices of Black educators and students of color. **To achieve these ambitious goals, your program's full participation in NCTR's Research and Evaluation efforts as part of BEI is critical.**

What data will be collected from the program?

Many of the BEI related data collections are already a regular part of your NCTR partnership. New items and collections are discussed in detail below. Programs are expected to participate in and/or share :

1. Annual Program Data Survey
2. End-Year Residency Experience Surveys
3. Virtual Focus Groups and Interviews
4. Gateway Assessment Pass Rates

NCTR's Role

NCTR will initiate contact throughout the year to make data collection requests. NCTR will send out surveys to teacher residents, mentor teachers, principals, and graduates associated with this initiative. NCTR will also provide technical assistance to your program throughout the year to support your program in our data validation and collection efforts, while ensuring the privacy and protection of teacher residents' and other stakeholders' data. NCTR commits to maintaining stakeholder confidentiality and anonymity.

Program's Role

Each participating program will participate in all the outlined data collections, to monitor progress throughout the year and help NCTR target our support to programs. We expect your support to ensure high participation rates on surveys and any other data collection. Programs will need to track teacher resident, mentor teacher, and graduate outcomes disaggregated by race and gender, with support from NCTR, particularly for annual data and gateway assessment pass rates.

1. Annual Program Data Survey

The annual data collection typically occurs in the fall/winter each year. In addition to the required data, BEI recipient programs are expected to share teacher resident, mentor teacher, and graduate data disaggregated by race. Specifically:

- The number of Black applicants
- The number of Black applicants accepted
- The number of Black resident enrollees
- The number of Black mentor teachers
- The number of Black graduates, overall and
 - hired by the district
 - hired into Title I schools
 - still teaching since/after graduation (i.e., 1, 3, and 5-year retention rates, as applicable)
- Comparison data for other racial/ethnic groups, if possible

2. End-Year Residency Experience Surveys

BEI recipient programs participate in end-year Residency Experience Surveys for teacher residents, mentor teachers, principals, and graduates. End-year surveys are typically administered in April-June, based upon the program's preference. Programs provide all contact information for these stakeholders to the Research and Evaluation team using a template provided by NCTR. This template must be completed at least two days prior to the preferred administration date, and must include indications of which teacher residents identify as Black or African American. Programs are expected to notify teacher residents, mentor teachers, graduates, and principals to expect the survey, per instructions from NCTR, and help to provide follow-up communication after administration.

3. Virtual Focus Groups and Interviews

To better understand the experiences of Black teacher residents, mentor teachers, principals, and graduates, NCTR intends to conduct research in alignment with critical race theory (CRT). CRT has been heavily used to examine the racialized experiences of teachers of color, particularly pre-service teachers (Brown, 2014; Gay, 2002; Ladson-Billings, 1999; Larkin, Maloney, Perry-Ryder, 2016; Kohli, 2009; Rodriguez-Mojica, Rodela, & Ott, 2020; Sleeter, 2017). This research aims to amplify and empower the voices of historically marginalized groups, particularly Black educators. NCTR's Research and Evaluation team intends to interview individuals, including program staff, to gather rich, qualitative data regarding the varied experiences of Black teacher residents, mentor teachers, graduates, and principals, and to produce case studies that highlight the successes and challenges experienced by programs participating in the BEI grant. Programs' requirements include considering any focus group requests, assisting NCTR in distributing invitations and following up with interested

participants, and extending staff and other individuals permission to participate fully in focus groups and/or interviews as desired.

4. Gateway Assessment Pass Rates

Programs must provide information regarding the pass rates of Black teacher residents across Gateway Assessments, as defined by programs, coupled with overall pass rates from all candidates (e.g. 5 out of 6 Black teacher residents passed Gateway Assessment 1; overall, 18 out of 20 teacher residents passed Gateway Assessment 1). Alternatively, programs can provide raw, de-identified data, using Excel or Google Sheets, with Black teacher residents clearly identified (e.g. the program can use randomized ID numbers and have a column providing "Yes/No" response for Black teacher residents). This is intended to help NCTR understand and identify any potential disparities or inequities and provide support to programs. NCTR can support your program to develop a tracker, as well. In June, NCTR will ask for the pass rates of Black candidates on gateway assessments, with comparison data for the entire cohort. Programs should collect these gateway assessment data throughout the year, even if NCTR will only ask for the data at the end of the year.

| Month | Data Collected |
|---------------------|---|
| September - January | Annual Program Data Survey |
| April - June | End-Year Residency Experience Surveys Focus Group and Interviews |
| June | Gateway Assessment Results |

CERTIFICATE OF INSURANCE REQUIREMENTS FOR A PROFESSIONAL SERVICES CONTRACT WITH JEFFERSON COUNTY PUBLIC SCHOOLS

Jefferson County Public Schools require all participating vendors/organizations collaborating with the school system to furnish a valid Certificate of Insurance.

The following requirements need to be on each Certificate of Insurance:

PROFESSIONAL SERVICES CONTRACT (PSC) – REGULAR SERVICES

General Liability Insurance

- General Liability \$1,000,000.00 each occurrence/\$2,000,000 annual aggregate
- Insured is name of company/contractor

Auto Liability Insurance

- Coverage minimum of \$1,000,000.

Workers Compensation Insurance

- Coverage minimum of \$1,000,000

Additional information needed on the form

- Description of Operations – must list Jefferson County Board of Education as additional insured.
- Certificate Holder must read:
“Board of Education of Jefferson County”
Attn: Insurance/Real Estate Dept
3332 Newburg Road
Louisville, Kentucky 40218
- Complete policy number and effective/expiration dates included.
- Authorized representative signature.

PROFESSIONAL SERVICES CONTRACT FOR SOFTWARE LICENSE (PSC-SL)

All of the above requirements, plus:

Cyber Security Insurance

- Coverage minimum of \$5,000,000

For questions on the PSC, email Currie Mason Wehby, Accounting Services at Currie.MasonWehby@jefferson.kyschools.us.

For questions on the PSC-SL, email Dr. Lisa Revel, Executive Director of Technology Integration at lisa.revel@jefferson.kyschools.us.