

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Solution Tree, Incorporated (hereinafter "Contractor"), with its principal place of business at 555 North Morton Street, Bloomington, Indiana 47404.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

This is an amendment to the contract originally entered on July 10, 2012 and amended on November 13, 2012, copies which are attached and incorporated herein by reference. This amendment decreases the amount for Seneca High School from \$59,700 to \$52,000, making the total Contract amount \$111,063.88. PLC Support/Monitoring Workshop originally scheduled on 9/5/12, 3/18/13 & 4/30/13 are cancelled. Alignment and Assessment Workshop originally scheduled on 2/25/13 is cancelled. Three new workshops for Differentiated Instruction will be added. The services provided by Solution Tree are stated in the attachments and incorporated herein.



ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>111,063.88</u>
Fairdale High School:	<u>\$59,063.88</u>
Seneca High School:	<u>\$52,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Upon receipt of invoice for services completed</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General and School Improvement Grant (SIG) Funds</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 10, 2012 and shall complete the Services no later than July 9, 2013, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.



ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the



appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of February 26, 2013.

Contractor's Social Security Number or Federal Tax ID Number: 35-2026417

JEFFERSON COUNTY BOARD OF
EDUCATION

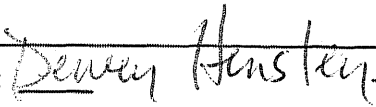
By: _____


Title: Donna M. Hargens, Ed.D.
Superintendent

Solution Tree, Incorporated
CONTRACTOR

By: 

Title: Kirsten Caster
Logistics Coordinator and Project
Manager

Cabinet Member: 


(Initials)

SENECA HIGH SCHOOL
Exhibit A
DESCRIPTION OF SERVICES 2012-2013

Seneca High School (total cost \$52,000.00)

Title of Workshop: Curriculum and Assessment alignment to the Common Core

Dates: August 9-10, 2012

Associate: Cassandra Erkens

Audience Size: approx 115- all staff for Day 1 and Day 2 in morning. Day 2 in the afternoon- 15-20 just leadership team

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$13,600.00 (\$6,800.00 per day all inclusive)

Description of Services: Teachers to walk away with the start of a plan for repacking standards and aligning curriculum, having a toolkit of assessment options for various standards. Also, staff will leave with a list of what they will be accountable for to check back in with Cassandra Erkens when she returns later in the year.

Title of Workshops: PLC Support/Monitoring

Dates: November 12, 2012, January 16, 2013

Associate: Jack Baldermann

Audience Size: approx 50

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$13,000.00 (\$6,500.00 per day all inclusive)

Description of Services: PLC Support/Monitoring Planning periods –Monday and Wednesday PLC teams After school – PLC Leaders & Leadership Team

Title of Workshops: Alignment and Assessment

Dates: October 8, 2012

Associate: Cassandra Erkens

Audience Size: approx 115- all staff

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$6,800.00 all inclusive

Description of Services: Customized alignment and Assessment training

Title of Workshops: Differentiated Instruction

Dates: March 1, 2013, March 25, 2013, April 30, 2013

Associate: Gayle Gregory

Audience Size: approx 115- all staff

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$18,600.00 (\$6,200.00 per day all inclusive)

Description of Services: Customized training for classroom teachers on differentating Instruction

Description	Payment	Expected Invoice Date
Deposit	\$0.00	Deposit has been waived
Session 1	\$13,600.00	August 9, 2012
Session 3	\$6,800.00	October 8, 2012
Session 4	\$6,500.00	November 12, 2012
Session 5	\$6,500.00	January 16, 2013
Session 6 and 7	\$12,400.00	March 1, 2013
Session 8	\$6,200.00	April 30, 2013

Outcome

Teachers will develop a better understanding of how to design, implement, and assess differentiated instructional strategies in order to reach SMART goals outlined in Seneca's Comprehensive School Improvement Plan (CSIP):

- 45% of all students will be proficient in reading by 2013. GAP = 37%
-
- 47% of all students will be proficient in math by 2013. GAP = 39%
-
- 20% of all students will be proficient in Science by 2013. GAP = 19%
-
- 37% of all students will be proficient in Social Studies by 2013. GAP = 31%
-
- 42% of all students will be proficient in writing by 2013. GAP = 36%

Process and procedures:

Gayle Gregory, educational consulting partner from Solution Tree and differentiated instruction expert, will provide training to every teacher on 3/1, 3/25, and 4/30 at Seneca High School.

Sustainability:

Next steps for each PLC team will be designed and monitored by PLC team leaders and the Leadership Team. Additional training for teacher leaders and administrators and resource teachers will occur after school on these days for the purpose of building leaders' capacity to sustain and monitor the efforts of PLCs.



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WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

This is an amendment to a previous contract that was approved by the Board on 7/9/2012. Previous contract attached and incorporated herein. This amendment will add an additional day of professional development scheduled for December 5, 2012 for Fairdale High School with an additional cost of \$6500.00. The services provided by Solution Tree are stated in the attachments and incorporated herein.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: Total: \$118,763.88

Fairdale \$59,063.88

Seneca \$59,700.00

TOTAL: \$118,763.88

Progress Payments (if not applicable, insert N/A): Upon receipt of invoice for services completed

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: General and School Improvement Grant (SIG) Funds

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 10, 2012 and shall complete the Services no later than July 9, 2013, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

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ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

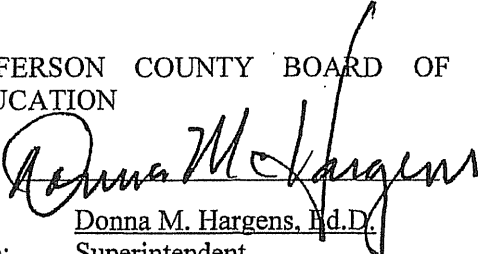
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- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of November 13, 2012.

Contractor's Social Security Number or Federal Tax ID Number: 35-2026417

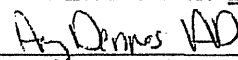
JEFFERSON COUNTY BOARD OF
EDUCATION

Solution Tree, Incorporated 35-2026417
CONTRACTOR

By: 
Title: Donna M. Hargens, Ed.D.
Superintendent

By:  10/18/12
Title: Shannon Ritz
Professional Development Director

Cabinet Member: Dewey Hensley



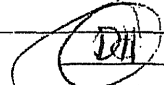

(Initials)

EXHIBIT A
DESCRIPTION OF SERVICES

Fairdale High School: (total cost \$6,500.00)

Title of Workshop: Administrative Training Day

Date: December 5, 2012

Associate: Garrick Peterson

Cost: \$6,500.00

Audience: Building Administrators

Description of Services: Administrators will continue to deepen their knowledge of PLC leadership and teacher walk-throughs, and will focus on the work of the PLC teams instead of just individual teachers.

Schedule of Payments for Fairdale High School

Description	Payment	Expected Invoice Date
Deposit	\$ 0.00	Deposit has been waived
Session 1	\$6,500.00	December 5, 2012



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WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Provide professional development services for Fairdale and Seneca High Schools. The services provided by Solution Tree are stated in the attachments and incorporated herein.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \$112,263.88

Fairdale High School: \$52,563.88

Seneca High School: \$59,700

Progress Payments (if not applicable, insert N/A): Upon receipt of invoice for services completed

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: General and School Improvement Grant (SIG) Funds

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 10, 2012 and shall complete the Services no later than July 9, 2013, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

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Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination. In the event that the Board cancels this Contract within 30 days or less of the scheduled event, the Board shall be liable to pay any reasonable travel expenses incurred by Contractor in the performance of this Contract.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

The Board acknowledges that Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this Contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 10, 2012.

Contractor's Social Security Number or Federal Tax ID Number: 35-2026417

JEFFERSON COUNTY BOARD OF Solution Tree, Incorporated
EDUCATION CONTRACTOR

By: Donna M. Hargens By: Shannon Ritz 6/13/12

Title: Donna M. Hargens, Ed.D.
Superintendent

Title: Shannon Ritz
Director of Professional
Development

Cabinet Member: D. Hensley

DH
(Initials)

EXHIBIT A DESCRIPTION OF SERVICES

Seneca High School (total cost \$59,700.00)

Title of Workshop: Curriculum and Assessment alignment to the Common Core

Dates: August 9-10, 2012

Associate: Cassandra Erkens

Audience Size: approx 115- all staff for Day 1 and Day 2 in morning. Day 2 in the afternoon- 15-20 just leadership team

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$13,600.00 (\$6,800.00 per day all inclusive)

Description of Services: Teachers to walk away with the start of a plan for repacking standards and aligning curriculum, having a toolkit of assessment options for various standards. Also, staff will leave with a list of what they will be accountable for to check back in with Cassandra Erkens when she returns later in the year.

Title of Workshops: PLC Support/Monitoring

Dates: September 5, 2012, November 12, 2012, January 16, 2013, March 18, 2013, and April 30, 2013

Associate: Jack Baldernann

Audience Size: approx 50

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$32,500.00 (\$6,500.00 per day all inclusive)

Description of Services: PLC Support/Monitoring Planning periods –Monday and Wednesday PLC teams
After school – PLC Leaders & Leadership Team

Title of Workshops: Alignment and Assessment

Dates: October 8, 2012 and February 25, 2013

Associate: Cassandra Erkens

Audience Size: approx 115- all staff

Audience Demographics: Entire School staff; Teachers and Admin

Cost: \$13,600.00 (\$6,800.00 per day all inclusive)

Schedule of Payments for Seneca High School

Description	Payment	Expected Invoice Date
Deposit	\$ 0.00	Deposit has been waived
Session 1	\$13,600.00	August 9, 2012
Session 2	\$6,500.00	September 5, 2012
Session 3	\$6,800.00	October 8, 2012
Session 4	\$6,500.00	November 12, 2012

Session 5	\$6,500.00	January 16, 2013
Session 6	\$6,800.00	February 25, 2013
Session 7	\$6,500.00	March 18, 2013
Session 8	\$6,500.00	April 30, 2013

Fairdale High School: (total cost \$52,563.88)

Title of Workshop: Administrative Training Day

Date: July 23, 2012

Associate: Garrick Peterson

Cost: \$6,500.00

Audience: Building Administrators

Description of Services: Administrators will deepen their knowledge of PLC leadership and teacher walk-throughs, and will focus on the work of the PLC teams instead of just individual teachers.

Title of Workshop: Differentiated Instruction Training

Dates: August 17, 2012-Whole Staff

October 8, 2012-Whole Staff

February 12, 2013- Working in Teams

Associate/Author: Martha Kaufeldt

Cost: \$18,600.00 (\$6,200.00 per day)

Audience: Teacher Teams and Building Admin

Description of Services: The staff has seen the need for training on Differentiated Instruction within all classrooms. Three days of training to implement DI techniques throughout the year will give the teachers the chance to try out techniques and return to discuss and refine.

Resources: *Think Big, Start Small; How to Differentiate Instruction in a Brain Friendly Classroom;* \$1,463.88 (75 copies, price includes S&H)

Title of Workshop: PLC Working with Whole Group and Individual Teams to Monitoring Product and Process-Specific to Common Assessments and Building Wide RTI

Dates: September 12, 2012- Small Groups

January 4, 2013-Whole Group

March 1, 2013-Whole Staff

April 10, 2013-Small Groups

Associate: Garrick Peterson

Cost: \$26,000.00 (\$6,500.00 per day)

Audience: Teacher Teams and Building Admin

Description of Services: Several on-site monitoring days will be necessary to continue the work of the teams on effective PLC implementation regarding all aspects of the PLC culture. Specific content for the day will be determined by the Lead Associate and district/building administrators after reviewing needs and concerns, but monitoring will continue to be done on the successful implementation of monitoring the products of team collaborative meetings, working on intervention strategies, celebrating successes, and addressing challenges.