

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 Millennium Learning Concepts, LLC (hereinafter "Contractor"), with its principal place of business at 465 Skyview Lane, Lexington, KY 40511.

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:

The Contractor shall provide six (6) consultants for the July 17-18, 2013 JCPS Equity & Inclusion Summer Institute – Pathways to Proficiency to be attended by up to 250 administrators and teachers from approximately 60 elementary, middle, and high schools. Some of these schools shall be ones previously identified as "priority" schools. There shall be a keynote address and debriefing each day and four concurrent sessions (repeated five times) throughout the two days. The topics for the concurrent sessions shall be (1) Elevating expectations for all because no one rises to low expectations; (2) Preparing administrators to lead gap closer schools; (3) Strategies to advance achievement for underperforming students; and (4) Strategies to reduce disproportionality in student discipline. The

goals for the institute are (1) To provide strategies for schools to use in closing academic and behavioral gaps, specifically for under-performing students in the following groups: (A) African-American and other students of color; (B) ECE; (C) ELL; (D) Students who qualify for F/R priced lunch; and (2) to provide school leaders, including teachers with tools to coach, support, and monitor gap-closing efforts. The fee (inclusive of all expenses) for the Institute shall be \$60,000.00.

The Contractor shall provide sixteen (16) days of follow-up school visits throughout the FY14 school year (between approximately August 20, 2013 and June 4, 2014), with the services being as follows. The dates of the visits shall be jointly agreed upon by the Board and the Contractor. The Board shall determine which schools are to receive a follow-up visit.

There shall be one three-day Equity & School Culture Assessment, which will examine the existing culture of a school with emphasis on variables such as; discipline, classroom management, leadership, academic disparities, collaboration, instructional equity, cultural competence, relationships and communication. The results from this assessment will assist the school and/or district in making decisions about next steps as it relates to school improvement. The assessment includes the following: Desk-Audit, On-Site Data Collection, Online Survey, Focus Group Interviews (Students, Teachers, Parents, Administrators, Classified Staff), Walk-Throughs, Classroom Observations, Pittsburgh Walk-Throughs and Report Presentation. The fee (inclusive of all expenses) shall be \$5,000.00.

There shall be thirteen (13) days of visits on the topics of Cultural Competence, Teacher Expectations: Implications for Rigor in the Classroom, Cognitive Coaching for Leaders, Creating a Culture of Student Engagement, Deconstructing Common Core Standards, and Urban Male Group Sessions: Rites of Passage. The topic of the visit for a specific school shall be jointly agreed upon by the Contractor and the Board. The fee for each visit (inclusive of all expenses) shall be \$1,539.00.

In regards to Article V, Paragraph One, the Contract Administrator hereby grants permission for the Contractor to subcontract for the services.

With respect to Article XII, Contractor's work Product, the Board acknowledges that in providing services under this Contract, the Contractor may utilize certain pre-existing materials, and other intellectual property to which the Contractor owns the Intellectual property rights. Nothing herein shall affect the ownership of such pre-exist intellectual property.

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:

Shall not exceed \$85,007.00.

Progress Payments (if not applicable, insert N/A): Payments will be made within 30 days of the Board receiving an approved invoice for services performed.

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

Fund Source: General Fund, Title I SIG

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2013 and shall complete the Services no later than June 30, 2014, 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 May 14, 2013.

Contractor's Social Security Number or Federal Tax ID Number: 76-0755201

JEFFERSON COUNTY BOARD OF
EDUCATION

Millennium Learning Concepts, LLC
CONTRACTOR

By: _____

By: _____

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

Title: Dr. Roger Cleveland
Owner and Lead Consultant

Cabinet Member: Dewey Hensley

JHF 4/11

HH

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist - Dr. Cleveland (owner of the Contractor) is an Assistant Professor at ECU and is the former Director of the Division of Federal Programs and Instructional Equity for KDE. The Contractor specializes in helping schools identify needs and develop school and district-specific interventions to address issues such as closing the achievement gap, addressing educational inequity, and providing workshops for parents and students.

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

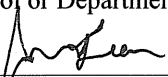
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

John Freeman

Print name of person making Determination

JCPS Gheens Academy

School or Department



Signature of person making Determination

9/11/12

Date

Millennium Learning Concepts, LLC

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the

Connection to the Strategic Plan

One the district's Core Values states, "The differences of each are assets of the whole." Under the Focus Area of Increased Learning, the district's goal is that **"Every student progresses in his or her learning and meets or exceeds proficiency in all subjects."** Under the Focus Area of Safe, Resourced, Supported, and Equipped Schools, the district's goal is that **"All schools are staffed, resourced, and equipped to support student needs."** This contract supports several strategies that are relevant to the aforementioned goals. They are:

- 1.1 Design and implement a system to align the written, taught, and tested curriculum that allows teachers to be creative and to differentiate the taught curriculum to engage and to meet the needs of the whole child.
- 1.3 Design and implement a coordinated system of professional development that is aligned to annual strategic priorities and targeted to the needs of schools;
- 4.7 Provide, monitor, and support Cultural Competence training (that includes pedagogical strategies) for 100 percent of staff. Utilize the expertise of JCPS staff, community partners, and institutions of higher education to develop the training.

Outcomes

- To provide strategies for schools to use in closing *academic* and *behavioral* gaps, specifically for under-performing students in the following groups:
 - African-American and other students of color
 - ECE
 - ELL
 - Students who qualify for F/R priced lunch
- To provide school leaders, including teachers, with tools to lead, coach, support, and monitor gap-closing efforts

Process and Procedures

Diverse teams of up to 10 administrators and teachers from approximately 60 elementary, middle, and high schools that can leverage positive change at the school site will attend a two-day summer institute on July 17 & 18, 2013. Thirteen days of follow-up support and PD will be provided by the contractor during 2013-14 school year at selected Priority schools.

Sustainability

School teams will be comprised of administrators and teacher leaders who will be given facilitated time during the institute to develop plans (connected to their CSIPs) to rollout strategies learned during the institute to their staffs back at the school site. For those priority schools chosen to receive follow-up visits, the contractor will work to help build capacity at the school site.