

**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, IN 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:

Contractor will provide Professional Learning Communities training and coaching to Goal Clarity Coaches and Principals. The services provided by Solution Tree are attached in the Description of Services (Exhibit A) and incorporated herein by reference. Notwithstanding article IX, if the Board cancels this Contract within 30 days or less of the scheduled date, the Board shall be liable to pay any reasonable travel expenses incurred by the Contractor in the performance of the Contract. Notwithstanding Article XII, the Board acknowledges that the 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 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>\$341,800.00</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>Title I AO12053 0322 3103</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on January 1, 2014 and shall complete the Services no later than December 31, 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. 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 December 10, 2013.

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

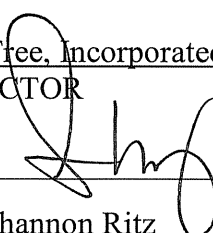
JEFFERSON COUNTY BOARD OF
EDUCATION

Solution Tree, Incorporated 35-2026417
CONTRACTOR


By: _____

By: _____

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


Title: Shannon Ritz
Director of
Professional Development

Cabinet Member: Dr. Dewey Hensley


(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 Consulting Service

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.

Karen E. Branham

Print name of person making Determination

Karen E. Branham

Signature of person making Determination

Solution Tree Inc.

Name of Contractor (Contractor Signature Not Required)

JCPS Gheens Academy

School or Department

11-21-13

Date

Requisition Number

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

**EXHIBIT A
DESCRIPTION OF SERVICES**

I. Goal Clarity Coach Customized Training	
Dates	<p>Monday, January 6, 2014 – 3 Elem. groups meeting Tuesday, January 14, 2014 – 3 Secondary groups meeting Monday, March 3, 2014 – 3 Elem. groups meeting Thursday, March 6, 2014 – 3 Secondary groups meeting Monday, April 7, 2014 – 3 Secondary groups meeting Monday, April 28, 2014 – 3 Elem. groups meeting</p>
Participants	Goal Clarity Coaches from Select Title I Buildings in the District
Content	<p>The GCC in select Title I buildings will be provided with a 3 session training/coaching module during the first half of 2014. These trainings will be customized based on the needs of the school in which they are assigned. The specific agendas for each of these sessions will be written jointly between the Solution Tree associates leading the sessions and JCPs personnel attending the session to ensure that all needs are met for each particular group. The Goal Clarity Coaches will be surveyed to help determine where their building falls on the spectrum of PLC implementation.</p> <p>Group A: Elementary Level – Training to support GCCs working in buildings that may still have misconceptions about PLC implementation. Associate: Bill Hall Dates: Monday, January 6, 2014, Monday, March 3, 2014, and Monday, April 28, 2014 Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213 Audience Size: approx. 20-30 per group</p> <p>Group B: Elementary Level – Training to support GCCs working in buildings with a basic PLC understanding who need additional skills to develop common assessments/data analysis. Associate: Ginny Mahlke Dates: Monday, January 6, 2014, Monday, March 3, 2014, and Monday, April 28, 2014 Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213 Audience Size: approx. 20-30 per group</p> <p>Group C: Elementary Level – Training to support GCCs working in buildings that fully embrace the PLC process and are hungry for more strategies to differentiate instruction and respond with appropriate interventions based on clear common assessment data. Associate: Will Remmert Dates: Monday, January 6, 2014, Monday, March 3, 2014, and Monday, April 28, 2014 Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213 Audience Size: approx. 20-30 per group</p> <p>Group D: Secondary Level – Training to support GCCs working in buildings that may still have misconceptions about PLC implementation. Associate: Scott Cunningham Dates: Tuesday, January 14, 2014, Thursday, March 6, 2014, and Monday, April 7, 2014 Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213 Audience Size: approx. 20-30 per group</p> <p>Group E: Secondary Level – Training to support GCCs working in buildings with a basic PLC understanding who need additional skills to develop common assessments/data analysis. Associate: Dick Dewey Dates: Tuesday, January 14, 2014, Thursday, March 6, 2014, and Monday, April 7, 2014 Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213</p>

	<p>Audience Size: approx. 20-30 per group</p> <p>Group F: Secondary Level – Training to support GCCs working in buildings that fully embrace the PLC process and are hungry for more strategies to differentiate instruction and respond with appropriate interventions based on clear common assessment data.</p> <p>Associate: Garrick Peterson</p> <p>Dates: Tuesday, January 14, 2014, Thursday, March 6, 2014, and Monday, April 7, 2014</p> <p>Location: Gheens Academy 4425 Preston Highway, Louisville, KY 40213</p> <p>Audience Size: approx. 20-30 per group</p>
Cost	\$117,000.00 (\$6,500.00 inclusive x 18 days)
II. School Culture Onsite Training	
Date	Thursday, January 16, 2014
Participants	Select Principals, Goal Clarity Coaches and Staff in Title I Schools
Associate	Anthony Muhammad
Content	Using PLCs to transform school culture. Strategies to bring about change and improved student achievement, focus on student issues not adults issues, etc.
Cost	\$8,300.00 inclusive
III. Principal Coaching Onsite Kickoff	
Date	Wednesday, January 29, 2014
Participants	Select Principals in Title I Schools
Associate	Ginny Mahlke
Content	A Solution Tree Associate will introduce the concept of Principal Coaching and begin to provide strategies to provide high levels of PLC leadership.
Cost	\$6,500.00 inclusive
IV. Virtual Principal Coaching Yearly Subscriptions	
Date	January 1-December 31, 2014
Participants	Select Principals in Title I Schools
Associates	Virtual PLC Coaches
Content	<p>The year-long virtual Principal Coaching subscription consists of:</p> <ul style="list-style-type: none"> • 5 one-on-one 1 hour virtual meetings with a PLC Coach • 10, 1 hour virtual team meetings led by the Coach with a group of PLC principals (max 6 principals: 1 coach) • Phone/email support with a PLC Coach • Technology Requirement: access to a computer that has Internet, microphone, and camera for video conferencing <p>Outline of the Virtual Coaching Service</p> <ul style="list-style-type: none"> • Working through the “Framework for PLC Principals” • The Coach serves as an expert guide, and provides specific direction about knowledge and skills for tasks to be completed to advance the work of PLC in their building • The Coach will work with the Principal to make the framework practical, with an understanding of each Principal’s situation – and with respect as a trusted confidante. • With the PLC foundation, areas such as learning objectives, assessment, intervention, differentiation, and leadership will be explored through the framework • The Coach may ask team members to individually submit questions on a regular basis prior to scheduled meetings • The text, “5 Disciplines of PLC Leaders”, contains self-assessment tools that coaches may use with Principals as they see fit. • Coaches offer feedback for the Principal as they work out the daily, weekly, monthly, and yearly challenges of operating as the leader of a PLC. • Individual site-based challenges and issues will be addressed in as timely a

	<p>manner as possible as they arise.</p> <p>The three big ideas of PLC's will be the foundational guiding points:</p> <ul style="list-style-type: none"> • Focus on student learning • Focus on collaboration • Focus on results <p>And, they will share a common understanding of the four main questions of a PLC:</p> <ul style="list-style-type: none"> • What do we want our students to know? (learning objectives) • How will they know if they have learned? (assessment) • How will we respond if they have not learned? (intervention) • How do we respond if they already know? (differentiation) <p>Principal Commitments:</p> <ul style="list-style-type: none"> • Commitment to PLC at Work™ definition of "Team": A group of people working <i>interdependently</i> to achieve a <i>common goal</i> for which members are held <i>mutually accountable</i>. Collaborative teams are the fundamental building blocks of PLCs. <p>District Commitments:</p> <ul style="list-style-type: none"> • This service will not be used for evaluative feedback on the Principal • Agree that Solution Tree will not provide evaluative feedback to the district or comments regarding individuals • The Board agrees to make a good faith effort to timely schedule all virtual meetings. The Board's payment obligations under this Agreement shall not be affected and shall still be fully due if meetings are delayed or do not take place because of the Board's unresponsiveness or a lack of good faith cooperation in scheduling.
Cost	\$210,000.00 (\$3,000.00 per principal x 70 principals)

Cost Summary	
Goal Clarity Coach Customized Training	\$117,000.00
School Culture Onsite Training	\$8,300.00
Principal Coaching Onsite Kickoff	\$6,500.00
Virtual Principal Coaching Yearly Subscriptions	\$210,000.00
Total	\$341,800.00

**EXHIBIT B
SCHEDULE OF INVOICES**

Description	Payment	Expected Invoice Date
Deposit	\$0.00	Deposit has been waived
Payment 1	\$53,800.00	January 29, 2014
Payment 2	\$39,000.00	March 6, 2014
Payment 3	\$39,000.00	April 28, 2014
Payment 4	\$105,000.00	June 7, 2014
Payment 5	\$105,000.00	November 1, 2014

CONTACT INFORMATION

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: Karen E. Branham

Title: Asst. Superintendent of C&I

Phone: 502-485-3051

E-mail: karen.branham@jefferson.kyschools.us

Fax: 502-485-3897

Who will receive and pay the invoices?

Contact: Karen Moore

Title: Title I Fiscal Coordinator

Phone: 502-485-6605

E-mail: Karen.moore3@jefferson.kyschools.us

Fax: 502-485-3817