

## 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 Southern Regional Education Board/High Schools That Work (SREB/HSTW) (hereinafter "Contractor"), with its principal place of business at 592 10<sup>th</sup> St. N.W. Atlanta, GA 30318-5776.

#### 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 the following services to Seneca High School in the school's implementation of the High Schools That Work (HSTW) model of school reform. SREB/HSTW has committed to work with Seneca High School in efforts to raise student achievement by changing school and classroom practices. The services provided by SREB/HSTW are stated in the attachment 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>14,960.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Contrator to invoice quarterly</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>School Improvement Grant SIG</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on Tuesday, August 26, 2014 and shall complete the Services no later than Tuesday, June 30, 2015, 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 Tuesday, August 26, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 58-0566141

JEFFERSON COUNTY BOARD OF  
EDUCATION

Southern Regional Education Board  
CONTRACTOR

By: \_\_\_\_\_

By: James E. Bottoms

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

Title: James E. Bottoms  
SREB Senior Vice President

Cabinet Member: 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. This is to continue the program already in progress at Seneca High School to ensure school improvement. This directly relates to our efforts to increase college and career readiness for all students as stated in our school improvement grant.

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 —

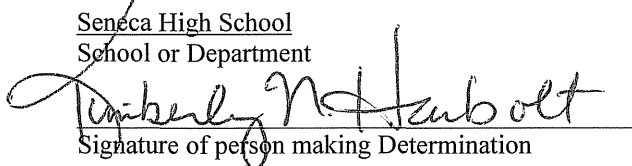
State the items: \_\_\_\_\_

**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.**

Kim Harbolt

Print name of person making Determination

Seneca High School  
School or Department

  
Signature of person making Determination

7/7/14  
Date

SREB

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 Procurement Regulations

F-471-1

Revised 05/2011



**CONTRACT BETWEEN  
THE SOUTHERN REGIONAL EDUCATION BOARD/HIGH SCHOOLS THAT WORK  
AND JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT**

**Contract Effective Dates from August 26, 2014 to June 30, 2015**

Jefferson County Public Schools (JCPS) on behalf of Seneca High School proposes to use the Southern Regional Education Board (SREB)/*High Schools That Work (HSTW)* model of school reform. SREB/HSTW has committed to work with JCPS in its efforts to raise student achievement by changing school and classroom practices. This document constitutes the contract for the services to be provided by SREB.

**SREB EXPECTATIONS FOR PARTICIPATION**

Each school/district that enters into partnership with SREB for support in implementing the HSTW/MMGW school improvement design agrees to implement key aspects of the design that gives teachers and leaders ownership of the improvement effort. These form the foundation of the work and are vital for sustainability of the effort after the contract ends.

Each school/district that enters into partnership with SREB for support in implementing the HSTW/MMGW school improvement design agrees to meet minimum expectations for participation in the state and national HSTW/MMGW networks.

**SERVICES TO BE PROVIDED BY SREB**

***Priority Problem Areas to be determined through Site Development Workshop and Technical Assistance Visit***

**On-site Coaching:** School Improvement Coach from SREB to provide on-site coaching (8 days): The dates will be determined and agreed upon by the vendor and the board. The leadership team includes the Principal, assistant principal, counselors, Goal Clarity coach and resource teachers.

HSTW will help define and develop an instructional system that will monitor the impact of rigorous instruction, through data collection, in an effort to raise student achievement by changing school and classroom practices. Coaching will focus on leadership support to ensure we obtain our goal to provide a system to ensure all students are successful.

***Schools will be responsible for travel costs incurred if they cancel a workshop within 14 days of the planned event.***



**TOTAL AMOUNT - \$14,900.00**

***Invoices to be sent quarterly***

***Budget Appendix III***

*The Board of Control for Southern Regional Education, d/b/a Southern Regional Education Board (SREB), as a not-for-profit educational compact, must comply with OMB Circular A-133. Please indicate with your remittance whether any of the funds are from Federal sources, including CFDA number. In the absence of any notification with remittance, SREB will assume that the funds are not subject to OMB Circular A-133, and that there is not "recipient" nor "sub recipient" relationship created hereunder.*

\_\_\_\_\_  
James E. Bottoms  
SREB Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Designee  
Jefferson County Public Schools

\_\_\_\_\_  
Date

### **PROCESS GOALS FOR THE PARTNERSHIP**

1. Use the HSTW/MMGW framework to provide teachers and leaders with a continuous improvement process to take ownership of both the problems and solutions for improvement.
2. Have school and teacher leaders commit to a functional mission and have adult and student actions align to the mission.
3. Change school and classroom practices in ways that get students to put forth greater effort in order to meet college and career readiness goals.
4. Make it a daily goal to engage student intellectually, emotionally socially and behaviorally in all classrooms by using of authentic, real-world assignments, project-based learning and other research-based instructional strategies.
  - By intellectually, we mean more students completing assignments that would be in the upper quadrants of Norman Webb's Depths of Knowledge – compare, analyze, synthesize, problem solving, make comparisons and predict outcomes.
  - By emotionally, we mean connecting assignments to students' goals, aspirations and interests so they can see a connection between what they are studying in school and their own personal interests. This is done by giving students greater choices in how they can meet course standards.
  - By socially, we mean connecting students to each other, to the teacher, counselors, and adults outside the school so they can find the support that they need to be successful in school and continue on to make the transition from school to the next level.
  - By behaviorally, we mean special efforts made to teach students those habits of behavior and mind that make for responsible students manifesting into quality adults.
5. Develop an effective career guidance and advisement system that connects every student to an adult who is responsible for developing a relationship with students and their parents. This will involve student interest inventories and other data to help them make better choices regarding setting career and educational goals and to align a program of study to achieve those goals.
6. Engage district leadership in the improvement process using best practices for district support that include:
  - Establish a clear focus and a strategic framework of core beliefs, effective practices and goals for improving student achievement.
  - Organize and engage the school board and district office in support of each school.
  - Provide instructional coherence and support.
  - Invest heavily in instruction-related professional learning for principals, assistant principals and other school leaders.
  - Provide high-quality data that link student achievement to school and classroom practices, and assist schools to use data effectively.
  - Optimize the use of resources to support learning improvement.
  - Use open, credible processes to involve progressive school, community and parent leaders in shaping a vision for improving schools.

### **PRIORITIES FOR SUPPORT**

SREB has adopted an approach for supporting schools through direct support that focuses on priority areas for implementation. Each school will use the direct support to implement

## *Appendix I – Goals, Priorities and Expectations*

one or more of these priorities with fidelity.

### ***High Schools That Work Priorities***

The overarching performance goal is to increase the number of students graduating from high school ready for further study and high-wage, high-demand, high-growth careers. To accomplish this goal, SREB will work with schools to 1) use the tools of Gates' Literacy Design Collaborative (LDC) and the Math Design Collaborative (MDC) to embed rigorous college and career readiness standards into core academic and Career Technical courses; 2) adopt new Advanced Career (AC) programs of study and/or redesign existing programs of study that join a college-ready academic core and career pathway aligned with students interests and goals; 3) have teachers work together to develop project-based integrated curriculum units that engage students as active learners in rigorous and challenging assignments; 4) implement a career guidance and advisement program that aligns course selection in core academics and rigorous C/T to students' aspirations for careers in high-wage, high-demand, high-growth career fields; 5) implement ninth grade redesign practices for students unprepared for postsecondary studies; 6) engage teachers in working collaboratively to improve instruction and develop leadership teams' capacity to identify challenges, create solutions that foster greater student motivation and develop school leaders' capacity to support all these priorities.

## **EXPECTATIONS FOR PARTICIPATION IN THE NETWORK**

Participation in Technical Assistant Visits to neighboring schools, attending national workshops and state meetings, along with making visits to high-performing sites, are just a few additional ways schools participate in the HSTW/MMGW network beyond those identified in this contract. Contracts for support provide schools with assistance in attaining that level of implementation. SREB expects contracted schools to participate actively in the national and state networks. In addition, upon completion of the contract for support, schools sustain the improvement effort through full participation in the state and national networks to continue implementation of the design.

**Electronic Communications:** All schools receiving on-site support from SREB must meet minimum requirements for communicating electronically with their SREB Coach, SREB and the HSTW network as a whole. Minimum requirements include at least one e-mail address that is checked on a daily basis. SREB communicates frequently with schools via e-mail, and all schools become part of a listserv linking schools in the network.

**Professional Development:** SREB's effort to improve the quality of leadership in schools has found that professional development has the greatest likelihood of changing school and classroom practices when school and district leadership participate in training. SREB has an expectation that at least one school and/or district leader will participate in all professional development activities. This expectation includes on-site workshops, national, regional and state professional development and electronic (webinar) workshops.

SREB does not provide single event workshops and expects the appropriate participation by the same team members in multiple event professional development series. This may include workshops and job-embedded content coaching to work with teachers in classrooms.

*Appendix I – Goals, Priorities and Expectations*

**Annual Report:** Each year in September, all HSTW sites complete an Annual Report that details the actions taken at the school and their impact on achievement. The report, completed electronically, is essential to planning for the summer staff development conference and national workshops and provides SREB with a database of information to share with schools. **This is an expectation for every school in the network.**

**District Support:** Each participating district will assign a district liaison to work with the school and SREB leadership coach.

**SCHOOL LEADERSHIP COACHING SUPPORT:** SREB school improvement specialists (SREB Leadership Coaches) for middle grades and high school coordinate all services and provide support to leaders and teachers to ensure implementation with fidelity of improvement plans. A regional director will support the school coaches and meet with district, school and teacher leaders to ensure support is meeting the school and district expectations. Because schools must quickly make progress, yet also have the widest gaps to close, SREB recommends at least five days of on-site leadership coaching per month in each school, with an additional one day per month of electronic coaching, material development and planning. The expectation is that each district also will provide a person to participate in the on-site coaching. The intent of the coaching visits is to assist the school principal, leadership teams and teacher leaders to implement strategic changes in school and classroom practices that will improve student motivation, attendance, achievement and transitions.

Each coaching visit includes a pre-visit meeting (call or electronic) to develop an agenda for the visit; debriefing with school and district leadership at the end of the visit; and a follow-up letter detailing actions taken, recommended next steps and plans for future visits. Follow-up letters from the SREB coach will be sent to the school's principal, and copies will be forwarded to the superintendent, the district improvement liaison, the state coach and SREB.

SREB uses a cadre of experienced school practitioners as leadership coaches. Most served in leadership roles in successful schools in the *HSTW* and *MMGW* networks and are experts in providing support focused on helping teachers and leaders make the changes needed to get students to meet college and career readiness standards.

*Appendix III – Budget*

<b>Seneca High School</b> <b>August 26, 2014 – June 30, 2015</b>				
<b>TASK</b>	<b>Cost</b>	<b>Quantity</b>	<b>Annual Cost</b>	<b>Notes</b>
<b>On-site Coaching:</b> School Improvement Coach from SREB to provide on-site coaching to focus on leadership support.	\$1,700.00	8	\$13,600.00	
<b>Subtotal</b>			\$13,600.00	
<b>SREB Organizational Costs (10%)</b>			\$1,360.00	
<b>Total Contract</b>			\$14,960.00	
<b>NOTE: All costs are inclusive of travel, planning, follow-up and administrative support for the consultant as well as the cost of materials for workshops or visits.</b>				