

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 McREL International (hereinafter "Contractor"), with its principal place of business at 4601 DTC Blvd., Suite 500 Denver, CO 80237.

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:

To provide evaluation services for Fern Creek, Moore, The Academy @ Shawnee, Valley, Waggener, and Western High Schools as required components of the Investing in Innovation (i3) Grant. See attached Scope of Work.

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: \$99,126

Progress Payments (if not applicable, insert N/A):

12 Montly Payments of \$8,260.50 upon receipt of invoice

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

Fund Source: Investing in Innovation (i3) Grant

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 1, 2014 and shall complete the Services no later than September 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.

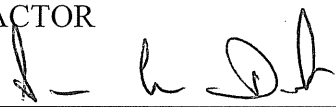
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 23, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 43-0837728

JEFFERSON COUNTY BOARD OF
EDUCATION

McREL International
CONTRACTOR

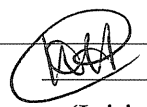
By: _____

By: 

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

Title: Susan M. Desch
Chief Financial Officer

Cabinet Member: 


(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: Evaluation Services-- Continuation of federally-required grant evaluation services. Organization changed name from Edvantia to McREL. Final year of grant (no cost time extension), have used evaluator for past three years.

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.

Glenn S. Baete

Print name of person making Determination

Academic Services

School or Department

Glenn S. Baete

Signature of person making Determination

9/9/14

Date

McREL International

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

Jefferson County Public Schools, *Making Time for What Matters Most* Year 5 Extension

Submitted by McREL International
August 2014

Project Overview: Goals, Objectives, and Outcomes

In October 2010, Jefferson County Public Schools (JCPS) was awarded a four-year, five-million dollar development grant by the U.S. Department of Education (ED) through the inaugural Investing in Innovation (i3) program competition. JCPS' project, *Making Time for What Matters Most*, aims to improve student achievement, narrow achievement gaps, strengthen students' college readiness skills, and increase the percentages of students who graduate and go on to college.

ED has extended i3 funding by one year for the FY2010 i3 cohort. McREL International will continue to conduct the external evaluation of the project for an additional year by measuring the extent to which JCPS has reached its three goals: (1) provide structures and supports to facilitate student mastery of academic material and successful completion for all core courses in one year or less; (2) provide a range of personalized supports to students to increase engagement in school and promote college readiness; and (3) improve teachers' pedagogical and student support practices to maximize the effectiveness of increased learning time. Table 1 summarizes JCPS' goals and objectives designed to achieve the project's outcomes.

Table 1. Summary of JCPS' Goals and Objectives

Goals	Objectives
1 Provide structures and supports to facilitate student mastery of academic material and successful completion for all core courses in one year or less.	1A Improve ongoing monitoring of student course progress to enable rapid response to individual students' academic needs.
	1B Develop assignment/reassignment protocols such that students are provided options of acceleration, remediation, credit recovery, and increased time for study based on individual students' progress and needs.
	1C Increase students' perception of academic challenge.
	1D Increase students' academic self-efficacy.
	1E Increase the number of students who successfully pass core courses in one year.
2 Provide a range of personalized supports to students to increase engagement in school and promote college readiness.	2A Ensure focused, evidenced based use of College Access Time to advance college-ready skills, monitor student progress and increase students' sense of affiliation with adults and peers.
	2B Increase students' knowledge of and use of college-ready skills and habits.
	2C Improve students' sense of affiliation with adults and peers.
	2D Strengthen peer-to-peer relations and perceptions of peer support, particularly within career themes.

3	Improve teachers' pedagogical and student support practices to maximize the effectiveness of increased learning time.	3A	Increase collaboration among teachers within and across content areas in school.
		3B	Increase teachers' perceptions of self-efficacy with respect to content-based knowledge for teaching.
		3C	Improve teachers' instructional practices with respect to engagement and challenge level in core content instructional time.
		3D	Increase teachers' knowledge and attention to unique student needs and support during instruction and College Access Time.

Project Evaluation: Scope of Services

McREL will conduct process and outcome evaluations for JCPS' Investing in Innovation (i3) grant, *Making Time for What Matters Most*. The evaluation will use mixed-methods to allow the incorporation of multiple sources of information, methodologies, triangulate findings, and provide a comprehensive understanding of implementation and project effectiveness. In performing the evaluation services, McREL will ensure that the following practices/procedures are incorporated to facilitate the success of the project:

- Ensure compliance with all federal, state, and district codes and regulations regarding research with human subjects. All project evaluation protocols will be reviewed and approved by JCPS as well as McREL's Institution Review Board (IRB);
- In data collection efforts, minimize respondent burden, especially school-based respondents, through collaboration with and input from JCPS stakeholders (e.g., administrators and central office personnel);
- Collaborate with JCPS to collect and use existing administrative data including, for example, comprehensive surveys and achievement data.

Process Evaluation

The primary aims of the **process evaluation** are to identify successes and challenges and document thoroughly the structures and process of project implementation. The primary questions include the following:

1. To what extent are the intervention components implemented as planned (i.e., prototyping plans and progress on goals/objectives) and with fidelity (i.e., consistent with evidence-based practice)? What is the status on reaching JCPS/goals and objectives?
2. What are the adaptations or deviations from the original plan, why, and what are the antecedents and consequences? How can barriers be minimized and best practices shared?
3. Are interim student outcomes related to contextual, student, and implementation characteristics and activities? How do these data inform rapid prototyping and improvement?
4. How do teacher-to-teacher relationships change within and across content areas and relate to interim student outcomes?

More specifically, the process (i.e., formative) evaluation will include a multi-level (i.e., school team, teacher, student) mixed method analysis of the primary strategies of reform specific in the i3 application and revised by JCPS over time. Examples include the use of time for acceleration, immersion, and remediation; master scheduling; College Access Time (CAT); and Professional Learning Communities (PLCs). Multiple methodologies will be used to collect a range of proximal indicators that have been shown to positively correlate to key long-term educational outcomes such as achievement, graduation, and college readiness. The evaluation protocol may include interviews, focus groups, and/or review of documents as well as quantitative data collected by McREL and JCPS (e.g., surveys, achievement scores, etc.).

Outcome Evaluation

The **outcome evaluation** will examine the effectiveness of the intervention components or strategies in impacting proximal, intermediate, and distal outcomes for students, such as raising achievement for all students and narrowing achievement gaps. It also will highlight any disparities in outcomes as well as best practices. The primary research questions include:

1. What are the average effects on key school intermediate and long-term outcomes (e.g., pass rates, course grades, dropout, achievement, college readiness and application)?
2. What differential outcomes are experienced by students in the target schools? Do discrepancies relate to contextual, student, and implementation characteristics and activities?
3. Is a best practice model identifiable that is scalable to other settings?

The outcome evaluation will rely on the data collected in the process evaluation as well as a myriad of data collected by the district (e.g., achievement, school climate, graduation rates, etc.). While course grades and pass rates will be used as proximal achievement indicators, long-term achievement and college-readiness will be operationalized as student performance on the ACT[®]-related tests for English, math, reading, and science for eleventh graders and as student performance on the PLAN[®]-related tests for English, math, reading, and science for tenth graders. Table 2 outlines the data collection strategies and proposed timeline.

Table 2. Timeline of Data Collection Activities

Data Collection Activity	Fall 2014	Spring 2015	Summer 2015
College Access Resource Teacher Survey	X		
Principal Survey	X		
College Access Resource Teacher Interview		X	
Principal Interview		X	
School Counselor Interview		X	
Master Scheduler Interview		X	
Student Survey		X	
Teacher Survey		X	
Comprehensive School Survey (Analysis of Academic Behaviors and School Climate constructs)		X	
PLAN [®] Analysis			X
ACT [®] Analysis			X
Student Grade Analysis			X

Analyses

For the process evaluation, qualitative data collected through interviews and focus groups will be coded thematically to identify prevalent themes and emerging issues. Specialized qualitative software, such as NVivo, will be used as appropriate.

For the outcome evaluation, descriptive analyses and inferential statistics (e.g., ANOVA, regression) will be used to report findings. Comparisons over time will also be provided as well as effect sizes. To explore the relationships between contextual factors, implementation processes, intervention processes, and outcomes, summative descriptions of proximal and distal outcomes will be provided.

Reporting

Evaluators will prepare a formal evaluation report at the end of the grant summarizing the entire project period (i.e., five years of the grant). The final report will be submitted to JCPS by September 30, 2015. All formal written evaluation reports will adhere to *The Program Evaluation Standards* (1994). Finally, JCPS and McREL personnel will collaborate to present evaluation findings at state and national conferences and in academic and practitioner journals. McREL will commit to one journal submission and one conference submission during 2014-2015. Additionally, McREL will work with the technical assistance providers from Abt Associates to ensure compliance with the i3 National Evaluation.

Payment Schedule

JCPS will be billed monthly. For the 12 months of the contract, the monthly invoice will be \$8,260.50 for a total contract of \$99,126.