

**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 Criterion Education LLC, operating the program National Institute for School Leadership ("NISL") (hereinafter "Contractor"), with its principal place of business at 2121 K Street NW, Suite 700, Washington DC, 20037.

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. In the event of a conflict between any provision of this Contract and any provisions of the attachments hereto, the Contract provisions shall prevail.

ARTICLE II

Services

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

This contract amends the Contract entered into on July 1, 2014, a copy of which is attached and incorporated herein by reference. This amendment changes the presenters to NISL-Certified Leadership Team Members, the cost to \$5,250 per participant, increases the number of school leaders to 29, decreases the contract amount to \$152,250, and changes the scope of work to 16 days for Phase 1 and 9 days for Phase 2. As no progress payments have been made, the parties agree that payment of the amended contract amount of \$152,250 will be made in a lump sum upon completion of the

Services within 30 days of Board receiving an approved invoice. All other provisions of the Contract remain the same.

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>\$152,250.00</u>
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 01, 2014 and shall complete the Services no later than 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 April 28, 2015.

Contractor's Social Security Number or Federal Tax ID Number: 25-1918647

JEFFERSON COUNTY BOARD OF
EDUCATION

Criterion Education LLC (National Institute
for School Leadership)
CONTRACTOR


By: _____

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

By:  _____

Title: Jason Dougal
President/CEO

Cabinet Member: Dewey Hensley


(Initials)

RECEIVED

JUN 26 2014

OK AS TO FORM
Rm - 06-18-14

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

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ARTICLE I

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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:

In collaboration with the Kentucky Department of Education, the Contractor National Institute for School Leadership (NISL) will provide the Executive Development Program as outlined in the attachment. NISL provides job-embedded training for principals, assistant principals, and district leaders. The Executive Development Program is the culmination of \$11 million in research and development grants from the Carnegie Corporation of New York, The Broad Foundation, the New Schools Venture Fund, and other proven experts in leadership. This curriculum is proven, research

based, and validated to positively impact student achievement through more focused, and intentional leadership.

Contractor will provide the NISL Executive Development Program for one cohort with a total of 24 Jefferson County Public Schools Principals and other school leaders and administrators. The training shall be delivered by an expert NISL trainer provided by Contractor and a second trainer provided by the Board per the attached scope of work. Contractor will provide extensive course materials, access to on-line curriculum and resources to the participants per the attached scope of work. Contractor's world-class curriculum will be utilized. The Board will select 24 school leaders through an application and recommendation process to receive training in the Executive Development Program. Contractor's program will prepare school leaders to work with their school faculties to develop their school faculties' abilities to transform their schools into high performance organizations. The Addendum, Exhibit A and Exhibit B are attached hereto and incorporated by reference.

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>\$252,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Three progress payments will be, issued within 30 days of Board receiving an approved invoice for services performed, as follows: August 1, 2014 - \$84,000; September 15, 2014 - \$84,000- October 1, 2014 - \$84,000</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

ARTICLE IV Term of Contract

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

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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.~~

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ARTICLE XIV Right to Audit

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

ARTICLE XV Miscellaneous

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

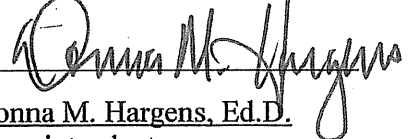

Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.

- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

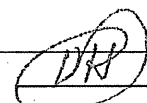
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 1, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 25-1918647

JEFFERSON COUNTY BOARD OF Criterion Education LLC (National Institute
EDUCATION for School Leadership)
CONTRACTOR

By:  By: 
Title: Donna M. Hargens, Ed.D. Title: Felicia Cummings-Smith
Superintendent President/CEO

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: Educational Consultant Services

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 —

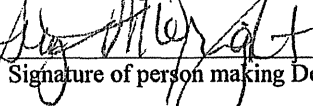
State the items: _____

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.

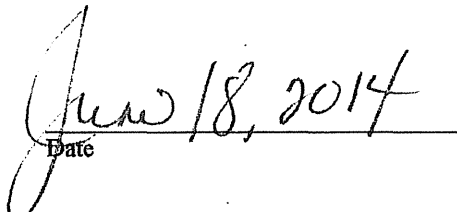
Suzanne Wright

Print name of person making Determination

Curriculum Management
School or Department



Signature of person making Determination



Date

National Institute for School Leadership

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

NATIONAL INSTITUTE FOR SCHOOL LEADERSHIP'S EXECUTIVE DEVELOPMENT PROGRAM AGREEMENT

with

NAME OF CLIENT: JEFFERSON COUNTY PUBLIC SCHOOLS

July 1, 2014
Effective Date

This Agreement ("Agreement") is entered into by and between Criterion Education, LLC ("Criterion"), a corporation organized and existing under the laws of the State of Delaware, with offices at 2121 K Street NW, Suite 700, Washington, DC 20037, and the above-named client (the "Client") shown on the signature line, with an address shown on the signature line for the Client. The National Institute for School Leadership ("NISL") is a program of Criterion, which is a subsidiary of the National Center on Education and the Economy. Criterion and the Client hereby agree as follows:

1. **Background.** The NISL Executive Development Program (the "NISL Program") provides a world-class executive development program to school principals of elementary, middle and high schools. Based on a worldwide study of best practices in the development of leaders, the NISL Program is designed to quickly and effectively increase the leadership and management capacity of principals in order to enable these executives to bring about sustainable higher levels of student achievement. "Criterion Education, LLC", "Criterion" and "NISL National Institute for School Leadership" (collectively, the "Marks") are trademarks of Criterion.

The NISL Program consists of two components. The first component (the "NISL Program for Leadership Teams") is implemented by NISL staff ("NISL Faculty") and consists of training a team of respected individuals (the "Leadership Team") designated by the Client to implement the NISL Program. The second component (the "NISL Program for Principals") is implemented by the Client, under license from NISL, through its Leadership Teams and consists of training principals, other school leaders, and administrators of the Client (collectively hereinafter referred to as "Principals") that Client determines are potential future principals in the NISL Program curriculum.

The Client wants to implement the NISL Program, on the terms and conditions contained herein, within the jurisdiction (the "Jurisdiction") indicated in the scope of work (the "Scope of Work"), attached hereto as Exhibit A and made a part hereof. NISL is willing to provide the training, services, materials, tools and licenses described herein, all on the terms and conditions contained herein.

2. **Term.** The term of this Agreement shall commence on the Effective Date indicated above ("Effective Date") and expire on June 30, 2015. The term may be extended by written mutual consent of the parties which written consent includes a scope of work referencing this Agreement and setting forth the responsibilities of the parties and the fees associated with the extension term (each scope of work for an extension term is hereinafter referred to as an "Additional Scope"). In the event that this Agreement (and subsequent modifications or amendments) is executed after the Effective Starting Date, the Client shall pay Criterion for all work performed on or after the Effective Starting Date or pursuant to the Scope of Work.

3. **Scope of Work.** NISL will work with the Client as specifically described in the Scope of Work or any Additional Scope to permit the Client to implement the NISL Program for its Principals. In connection therewith, subject to the license in Section 4 below, NISL shall provide to the Client and the Principals participating in the NISL Program on behalf of the Client the materials and tools described in the

Scope of Work or any Additional Scope. (All materials and tools described in the Scope of Work or any Additional Scope, or otherwise provided as part of the NISL Program, whether in print, electronic or other form, are hereinafter referred to as the "NISL Materials").

4. **Licensing the Client to Implement the NISL Program for Principals.** Subject to the terms and conditions hereof, Criterion hereby agrees to grant the Client a nonexclusive, non-transferable license for the term of this Agreement to (i) implement the NISL Program for Principals that are employed by the Client or within the Jurisdiction as may be specified in the Scope of Work or any Additional Scope and (ii) to use the NISL Materials solely in connection with the implementation of the NISL Program for the Leadership Teams and the Principals. Only Leadership Team members who are certified under NISL's rules, or who are currently participating in training for such certification in a manner that meets the applicable standards for certification, will train Principals in the NISL Program. The license to be granted hereunder will permit the Client to implement the NISL Program as is indicated in the Scope of Work.

5. **Obligations of the Client.** The Client shall fulfill its obligations described in the Scope of Work and any Additional Scope, and the performance thereof by the Client shall be a condition of NISL's obligation to perform under this Agreement and of the NISL Program License.

6. **Compensation.** The Client shall pay Criterion a fixed price of \$252,000.00 for the services, licenses and materials provided under the initial Scope of Work, payable as described in the payment schedule (the "Price and Payment Schedule") included in the Scope of Work. In the case of any extension of the term, the Client shall pay Criterion for any services, licenses and materials provided during such extension term as provided in the Additional Scope for the extension term, which fees shall be consistent with the fees for such future years of the NISL Program indicated in the Payment Schedule.

7. **Intellectual Property.**

7.1 **Copyright.** Criterion and its licensors reserve copyright in all NISL Materials. These items may not be copied or otherwise reproduced without the express written permission of Criterion, or as otherwise specifically permitted in writing by Criterion. In no event shall the Client remove any copyright notices from the materials.

7.2 **Restrictions.** In no event shall the Client use or permit any members of the Leadership Team or any of the Principals participating in the NISL Program (together "NISL Participants") or any third party to use the NISL Materials other than in connection with evaluating and implementing the NISL Program in the Jurisdiction during the term of this Agreement. In no event may the NISL Materials be copied, distributed, sublicensed, modified, sold or transferred other than as specifically permitted in writing by Criterion.

7.3 **NISL Materials Agreement.** NISL may require that any Participants execute and deliver the NISL Materials Agreement attached hereto as Exhibit B (as the same may be amended from time to time at the sole discretion of NISL, the "NISL Materials Agreement") prior to being granted access to any NISL Materials. The participation of any NISL Participant who violates the terms of such agreement may be terminated by NISL without refund to the Client.

7.4 **Trademark and Trade Name.** This agreement does not give the Client any ownership rights or interest in the Marks or the goodwill associated therewith. The Client may use the Marks in connection with publicity for its implementation of the NISL Program provided, however, that in no case will the Client use the Mark in a way which tarnishes the reputation or goodwill associated therewith. All use of the Marks and goodwill associated therewith will inure to the benefit of Criterion. In the event that Criterion determines that any particular use of the Marks by the Client harms the reputation or goodwill associated with the Mark NISL or Criterion, Criterion will provide notice thereof to the Client and Client will immediately stop such use of the Mark. Upon any termination of or failure to renew this Agreement, the Client shall immediately discontinue all use of the Marks and any terms, which are likely to be confusingly similar thereto in connection with any training program.

8. **Independent Contractors.** During the performance of this agreement, the employees of one party will not be considered employees of the other party and Criterion's employees will not be considered employees of the Client within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The Client's employees who perform the obligations of the Client hereunder shall be under the employment, and ultimate control, management and supervision of Client. Criterion's employees who are to perform the services to be completed by NISL hereunder shall be under the employment and ultimate control, management and supervision of Criterion. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the Client and Criterion, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

9. **Entire Agreement.**

[REDACTED]

[Handwritten signature]

10. **Assignment.** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the parties hereto.

11. **Modification; Amendments.** There shall be no modifications or amendments of this Agreement, except in writing and approved by both parties, executed with the same formalities as this instrument.

12. **Contact Information and Notices.** Upon signing this agreement, the Client will indicate the name, address, telephone and fax number of the Client. Any notices and other communications provided hereunder, including any notice of the change in contact information, shall be made or given hereunder by either party by facsimile at the facsimile numbers set forth on the signature line below or delivered by hand or by certified or express mail to the party at the addresses set forth under the signature lines below. Unless otherwise notified, notices sent to Criterion should be sent to Mr. Willie J. Charles, Contracts.

13. **Non-Solicitation.**

[REDACTED]

[Handwritten signature]

14. **Limitations on Liability.** In no event shall either party be liable to the other party under this Agreement or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non performance by such party hereunder.

15. **Governing Law.** The provision of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia except for its conflict of laws and principles.

16. **No Third Party Beneficiaries.** The parties do not intend that any third party have any rights as a third party beneficiary of this agreement.

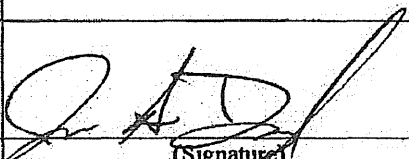
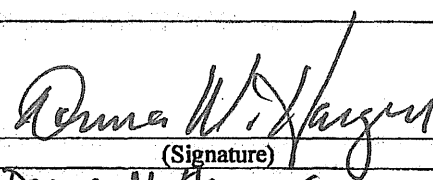
17. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement or a breach hereof, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association,

before resorting to Arbitration. In the event the dispute is not settled through mediation, the parties agree to resolve the conflict through arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration shall occur in the District of Columbia. Any award rendered in such arbitration may be enforced by either party in the courts located in the District of Columbia, and the parties consent to the jurisdiction of such courts.

18. Severability. If any portion of this Agreement is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.

19. Headings. The article and section heading in this Agreement are for convenience and reference only and in no way define or limit the scope or content of the Agreement or in any way affect its provisions.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

	Criterion Education, LLC.		Jefferson County Public Schools
By:		By:	
	(Signature)		(Signature)
Name	Jason S. Dougal	Name	Donna M. Hargens
Date:	6/18/2014	Date:	7/2/14
Title	CEO	Title	Superintendent
Address:	2121 K Street NW, Suite 700 Washington, DC 20037	Address:	
Contact:	Willie J. Charles, Contract Office	Contact:	Suzanne Wright
Phone:	202-378-2127 Contracts 202-449-5060 Main Number	Phone:	502.485.3053
Fax:	202-293-1560	Fax:	
E-mail:	wcharles@nisl.net	E-mail:	
FEIN:	52-1539258	FEIN:	

**EXHIBIT A
SCOPE OF WORK**

Client is authorized under the NISL Program License to implement the NISL Programs for Principals (including principals, school leaders, and administrators of the Client or the Jurisdiction which the Client wishes to train as principals) in schools within the following jurisdictions:

JEFFERSON COUNTY PUBLIC SCHOOLS

A. NISL PROGRAM FOR PRINCIPALS.

1. Under this Scope of Work, NISL Faculty shall implement the NISL Program for Principals for one cohort with a total of twenty-four (24) Principals and other school leaders and administrators (a "Cohort").
2. Training will be delivered by NISL Faculty and co-facilitated by the Client's Certification Candidates.
3. The following chart indicates the training sessions to be provided to each cohort of Principals.

Phase	Curriculum Workshop
One	3 weeks (16 days)
Two	2 weeks (9 days) Simulation Included

4. NISL will provide each participant in the Program for Principals:
 - (a) NISL Materials specified in Section B of this Scope of Work and required for the NISL Program curriculum.
 - (b) Access to the NISL Web Site and the online component of the Curriculum.

B. NISL MATERIALS

NISL Participants will be provided with the following NISL Materials for the NISL Program for the Principals training, as applicable:

Description	Participant Training
NISL Printed Materials: <ul style="list-style-type: none">• Case Studies• Professional Texts• Participant's Guide	Each NISL Participant shall receive one (1) copy of the NISL Printed Materials used in the Curriculum (including 3 or more professional texts)
Audio-Visual Materials <ul style="list-style-type: none">• Experts Videos• Video Case Studies	Audio-Visual Materials are for use in the Institutes and shall not be distributed to the NISL Participants.
Online Component (via access to the NISL Web Site): <ul style="list-style-type: none">• 30 hours Phase One• 12 hours Phase Two• 90 minute simulation	Each NISL Participant shall have access to parts of Online Component used in the Curriculum
CD ROM (Curriculum)	Each NISL Participant shall receive one (1) copy of curriculum units.

Each NISL Participant will receive or have access to the applicable NISL curriculum for each Phase. Phase Two NISL Curriculum will be distributed at the training or available on-line only upon completion of the Phase One training and pursuant to written agreement for Phase Two.

NISL Executive Development Program, Full Curriculum list:

Phase One Curriculum

Course 1: World-Class Schooling: Vision and Goals

- Unit 1: The Educational Challenge
- Unit 2: Principal as Strategic Thinker
- Unit 3: Elements of Standards-Based Education and School Design
- Unit 4: Foundations of Effective Learning

Course 2: Focusing on Teaching and Learning

- Unit 5: Leadership for Excellence in Literacy
- Unit 6: Leadership for Excellence in Mathematics
- Unit 7: Leadership for Excellence in Science
- Unit 8: Promoting Professional Learning

Phase Two Curriculum

Course 3: Developing Capacity and Commitment

- Unit 9: Principal as Instructional Leader and Team Builder
- Unit 10: Principal as Ethical Leader

Course 4: Driving for Results

- Unit 11: Principal as Driver of Change
- Unit 12: Leading for Results
- Unit 13: Culminating Simulation

C. CLIENT COMMITMENTS

The full and enthusiastic participation of the Client is essential to the success of the program and in connection with its participation in the NISL Program, Client agrees to:

- a. Ensure participation by the NISL Participant in the NISL Program.
- b. Designate one NISL Participant who will work on the NISL Program and devote such time as is necessary to ensure implementation of the program.
Arrange scheduling and provide, at its own expense, meeting facilities at no charge to NISL for all on-site or local workshops and other sessions.
- c. Register each NISL Participant with NISL by delivering, with respect to each participant: (a) the name and address, phone number, and jurisdiction; (b) the position of the participant with the Client or the Jurisdiction; (c) a user ID and password chosen by the participant in connection with his use of the NISL Web Site; and (d) a copy of the NISL Materials Agreement executed by the participant.
- d. Notify each NISL Participant that access to a web-enabled computer (preferably a laptop) sufficient to permit access and use the online materials included in the NISL Program is a requirement for participation in the NISL Program.

- e. Implement the NISL Program for Principals substantially as designed by NISL, including: (i) using only certified NISL Facilitators to conduct the required training and (ii) covering each unit of the curriculum included in the design and sequence of the NISL Program.
- f. Permit NISL access to NISL Participants as well as training sessions run and materials used by the Leadership Team(s) in training Participants sufficient to ensure that NISL's standards for the implementation of the NISL Program are being met.
- g. Make diligent efforts to ensure that none of the NISL Participant violates the terms of either their NISL Materials Agreement, and cooperate with NISL to limit the damage to NISL of any such violation of the NISL Materials Agreement.

D. PRICE AND PAYMENT SCHEDULE

1. Total Price for this Scope of Work.**

The client will pay NISL the following for the licenses, services and materials provided by NISL hereunder in connection with the implementation of the NISL Program for Principals:

Description	#	Unit Price*	Total
Principals Program; Phase I & II	24	\$10,500.00	\$252,000.00
Phase I & II - Total Price**			\$252,000.00

*Unit Prices quoted herein are applicable only to this offering.

**Client will be invoiced separately for any additional participants attending the training and not indicated in the Total Price.

2. Payment Schedule

Payment for the implementation of the NISL Program is due as follows:

- (a) \$84,000.00 is due on August 1, 2014
- (b) \$84,000.00 is due on September 15, 2014
- (c) \$84,000.00 is due on October 1, 2014

Invoices will be issued to:

Client	Jefferson County Public Schools
Attn:	Suzanne Wright
Address	Gheens Academy, 4425 Preston Highway, Louisville, KY 40213
Phone:	(502) 485-3053
Fax:	(502) 485-6545
Email:	suzanne.wright2@jefferson.kyschools.us

Exhibit B
Materials Agreement for Leadership Team Members and Principals

The undersigned acknowledges that Criterion Education, LLC ("Criterion") established its Executive Development Program (the "NISL Program") in order to provide states, school districts and schools, and associations with a world-class executive development program for school principals for elementary, middle and high schools and that the undersigned is participating in the NISL Program either as a member of a Leadership Team of the client identified below the signature line hereto (the "Client") or as a principal, other school leader, or administrator ("Principal") within that Client.

The undersigned further acknowledges and agrees for the benefit of the Client and Criterion as follows:

1. In connection with the undersigned's participation in the NISL Program on behalf of the Client, Criterion is providing the undersigned with certain printed or electronic materials (the "NISL Materials") and access to the a web site maintained by NISL in connection with the NISL Program (the "NISL Web Site").
2. The NISL Materials, which include, without limitation, the content of the NISL Web Site, are the copyrighted property of NISL and/or its licensors and may not be copied or otherwise reproduced without the express written permission of Criterion other than as follows: (i) the content of the NISL Web Site may be copied into the RAM of the computer in use by the undersigned as necessary to permit viewing on such site; (ii) if materials available on the web site are formatted as to be downloaded in electronic form, the undersigned may download such material to a computer under his or her sole control; or (iii) if materials on the web site are formatted so as to be printable, the undersigned may print copies of such materials only for his or her personal use in connection with his or her participation in the NISL Program. In no case may any Criterion Materials be distributed to any third party.
3. In no event shall the undersigned remove any copyright notices from the materials.
4. The Criterion Materials are being provided to the undersigned solely in connection with his or her participation in the NISL Program as a designee of the Client and thereafter, if the undersigned is (a) a member of the Leadership Team and, upon certification, will provide professional training in the NISL Program for Principals as requested by the Client, or (b) as may otherwise be expressly agreed by NISL. In the event that NISL labels certain documents presented or developed in the course of training as "Tools and Take-Aways", the NISL Participants may use and distribute such specific documents within their schools or within their organizations in connection with implementing the lessons of the NISL Program.
5. The undersigned will in no event use the NISL Materials for any purpose other than as permitted under paragraph 4 above.
6. The undersigned will in no event give any third party access to any of the NISL Materials.
7. The undersigned understands and agrees that the NISL Web Site may be used only for lawful purposes. The undersigned will not use the NISL Web Site in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.
8. The undersigned agrees that in no event will it violate or attempt to violate the security of the NISL Web Site, including, without limitation, (a) accessing data not intended for the undersigned or logging into a server or account which the undersigned is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mailbombing' or 'crashing', (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the undersigned is not entitled.

9. Upon any violation of this agreement (or upon any termination of the agreement between Criterion and the Client), Criterion may terminate the participation of the undersigned in the NISL Program, including the undersigned's authority to provide NISL Program training, in the case the undersigned is a member of a Leadership Team, and require that the undersigned promptly upon request from NISL (i) return all hard copies of the NISL Materials in his or her possession to Criterion, (ii) destroy all NISL Materials held in electronic form only, and (iii) certify as to the return and destruction of such materials to Criterion.

10. The undersigned recognizes and acknowledges that Criterion is not responsible for any participant content posted to the NISL Web Site by third parties other than NISL ("Third-Party Content") and that he or she may be exposed to Third-Party Content that is objectionable to the undersigned. In no event is Criterion responsible for such Third-Party Content. Notwithstanding the foregoing, the undersigned recognizes and acknowledges that NISL shall have the right, acting in its sole discretion, to edit, delete, store or remove any content posted by the undersigned, or disclose such content to the extent required by law.

11. The undersigned represents and warrants that he or she is over least 18 years of age.

12. NISL is providing the NISL Materials and access to the NISL Web Site to the undersigned in reliance upon the representations, acknowledgements and agreements of the undersigned contained herein.

IN WITNESS WHEREOF, the undersigned has executed this document as of the date indicated across from the signature line below.

By:

Donna M. Hargens
(Signature)

Print Name:

Donna M. Hargens, Superintendent

Date:

7-3-14

Client:

Jefferson County Public Schools