

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Solution Tree, Inc. (hereinafter "Contractor"), with its principal place of business at 555 N. Morton Street, Bloomington, IN 47404.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

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

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

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

Contractor will provide Assessment Training and coaching to District Administrators, Building Principals and Assistant Principals, and Goal Clarity Coaches. There shall be a two-day Assessment Leadership Training for approximately 150 District Administrators, Teachers and Goal Clarity Coaches. Each participant will be provided a copy of the book The Principal as Assessment Leader. Cost for training shall be \$13,000 and cost for 150 books shall be \$2,695.50. There shall be a total of 10 days of assessment training provided to approximately 280 Goal Clarity Coaches and English Language Arts (ELA) Teachers. Cost for these trainings shall be \$65,000. There shall be 10 days of assessment training provided to to approximately 280 Goal Clarity Coaches and Mathematics

Teachers. Cost for these trainings shall be \$62,000. Each participant in the ELA and Mathematics training will be provided a copy of the book Design in Five: Essential Phases to Create Engaging Assessment Practice, and the cost for 280 books shall be \$4,191.60. Assessment Toolkits will be provided to the District to be distributed as needed to Goal Clarity Coaches, and the cost for 9 Assessment Toolkits shall be \$9,180. Shipping and Handling for all resources shall be \$579.00. Description of Services (Exhibit A) provided by Solution Tree is attached and incorporated herein by reference. Locations of all trainings will be determined by the Board. Notwithstanding Article IX, if the Board cancels this Contract within 30 days or less of the scheduled date, the Board shall be liable to pay any reasonable travel expenses incurred by the Contractor in the performance of the Contract.

The Board shall not record (on audio or video) the consultants presentations during a visit.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$156,646.10</u>
Progress Payments (if not applicable, insert N/A):	<u>\$29,646.10 due Sept. 10, 2015; \$38,100 due Oct. 15, 2015; \$25,400 due Nov. 18, 2015; \$63,500 due March 16, 2016</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title II</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 9, 2015 and shall complete the Services no later than March 16, 2016, 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 June 23, 2015.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Solution Tree, Inc. 35-2026417
CONTRACTOR

By: _____

By: _____

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

Shannon Ritz
Title: Director of Professional
Development

Cabinet Member: Dr. Dewey Hensley

D&E
(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 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.

Karen E. Branham

Print name of person making Determination

Gheens Academy

School or Department

Karen E. Branham

Signature of person making Determination

5-27-15

Date

Solution Tree, Inc.

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
EXHIBIT A

DESCRIPTION OF SERVICES

Jefferson County Public Schools (Total Contract Amount \$156,646.10)

Location: Trainings will be held at a location to be determined by the Board

Service 1: Assessment Leadership Training

Dates: September 9-10, 2015

Associate: Karen Branscombe

Participants: District administrators, building principals and assistant principals, and Goal Clarity Coaches

Group Size: App. 150

Cost: \$13,000.00 (\$6,500.00 per day, all inclusive)

Description of Services:

Solution Tree assessment expert Karen Branscombe will conduct common assessment literacy and implementation training for K-12 district and building administrators and Goal Clarity Coaches. The goals for this two-day training include the following:

- District and building administrators and Goal Clarity Coaches will develop the background knowledge and understanding of common assessments so that they can monitor and assist teacher teams.
- Goal Clarity Coaches, principals and assistant principals must be able to recognize high quality common assessments and provide support and direction to teams who experience challenges.
- Goal Clarity Coaches, principals and assistant principals must be able to determine that the common assessments are tied directly to the essential learning targets of the team and provide direction when the assessments items are not congruent.

Core Resource: *The Principal as Assessment Leader*

This book explores the importance of effective classroom assessment to student achievement and the role of school leaders to model and spark positive change through building teacher literacy, providing targeted professional development, acquiring appropriate technology, and more. With insights from expert practitioners, this book helps schools make the shift to best-practice assessment for district-wide improvements in student learning.

Benefits

- Identify the characteristics of an effective, balanced assessment system.
- Find insights into how principals can best support improved assessment practice in the classroom.
- Create professional development opportunities that build school-wide assessment literacy.
- Learn about assessment technology tools, including what to look for, how to use them, and what to expect from staff.
- Incorporate data analysis that staff will commit to and use to improve student learning.
- Understand the advantages of implementing standards-based grading and reporting.
- Gain strategies for using assessment processes to engage learners at risk.

Cost: \$2,695.50 for 150 copies

ENGLISH LANGUAGE ARTS ASSESSMENT TRAINING

Service 2: Assessment Training – Elementary English Language Arts

Dates:	October 13, 2015 (Clusters 1 and 2)	March 8, 2016 (Clusters 1 and 2)
	October 14, 2015 (Clusters 3 and 4)	March 9, 2016 (Clusters 3 and 4)
	October 15, 2015 (Clusters 5 and 6)	March 10, 2016 (Clusters 5 and 6)

Associate: Karen Branscombe

Participants: Goal Clarity Coaches and ELA Teacher Teams

Group Size: Approximately 50-60 per group

Cost: \$39,000.00 (\$6,500.00 per day, all inclusive)

Service 3: Assessment Training – Middle School English Language Arts

Dates: November 17, 2015
March 15, 2016

Associate: Karen Branscombe

Participants: Goal Clarity Coaches and ELA Teacher Teams

Group Size: Approximately 50 per group

Cost: \$13,000.00 (\$6,500.00 per day, all inclusive)

Service 4: Assessment Training – High School English Language Arts

Dates: November 18, 2015
March 16, 2016

Associate: Karen Branscombe

Participants: Goal Clarity Coaches and ELA Teacher Teams

Group Size: Approximately 50 per group

Cost: \$13,000.00 (\$6,500.00 per day, all inclusive)

MATHEMATICS ASSESSMENT TRAINING

Service 5: Assessment Training – Elementary Mathematics

Dates:	October 13, 2015 (Clusters 1 and 2)	March 8, 2016 (Clusters 3 and 4)
	October 14, 2015 (Clusters 3 and 4)	March 9, 2016 (Clusters 5 and 6)
	October 15, 2015 (Clusters 5 and 6)	March 10, 2016 (Clusters 1 and 2)

Associate: Lisa Almeida

Participants: Goal Clarity Coaches and Elementary Mathematics Teacher Teams

Group Size: Approximately 50-60 per group

Cost: \$37,200.00 (\$6,200.00 per day, all inclusive)

Service 6: Assessment Training – Middle School Mathematics

Dates: November 17, 2015
March 15, 2016

Associate: Lisa Almeida

Participants: Goal Clarity Coaches and Middle School Mathematics Teacher Teams

Group Size: Approximately 50 per group

Cost: \$12,400.00 (\$6,200.00 per day, all inclusive)

Service 7: Assessment Training – High School Mathematics

Dates: November 18, 2015
March 16, 2016

Associate: Lisa Almeida

Participants: Goal Clarity Coaches and High School Mathematics Teacher Teams

Group Size: Approximately 50-60 per group

Cost: \$12,400.00 (\$6,200.00 per day, all inclusive)

Description of ELA and Mathematics Assessment Services:

Goal Clarity Coaches, ELA teacher teams, and mathematics teacher teams will learn how to write congruent common assessments and high quality assessment items that ensure rigor and meet the high level cognitive demands of the state standards.

- Goal Clarity Coaches, ELA teacher teams, and mathematics teacher teams will receive basic assessment literacy training to ensure that all participants understand the components of high quality common assessments.
- Goal Clarity Coaches, ELA teacher teams, and mathematics teacher teams will understand how to write congruent common assessments that ensure that every lesson's learning targets, instructional activities, and assessment items align.
- Goal Clarity Coaches, ELA teacher teams, and mathematics teacher teams will learn how to choose the right type of assessment to match the rigor of a given learning target.
- Goal Clarity Coaches, ELA teacher teams, and mathematics teacher teams will become familiar with collaborative scoring practices to ensure common assessment data are used appropriately.

Training will also include work time for each teacher team. Teams should bring copies of their standards/essential learning targets, curriculum and pacing guides, etc. and will spend part of the training time in work sessions writing common assessments while the Assessment Associates direct, guide and advise the work of the teams.

Training will occur the first part of each day with a designated period of time each afternoon for teams to put into practice what they have learned from the day's training.

Core Resource: *Design in Five: Essential Phases to Create Engaging Assessment Practice*

This resource will be used to help teachers and Goal Clarity Coaches learn how to fully engage learners. The resource will help them understand how to create high-quality assessments using a five-phase design protocol, and participants will use the resource, both during the training sessions and afterward, to explore types and traits of quality assessment, and to learn how to develop assessments that are innovative, effective, and engaging. The resource allows teachers to determine if their assessments meet effective assessment design criteria how to use this process collaboratively with a collaborative team.

Benefits

- Create engaging assessments that accurately report students' progress.
- Design assessments that help students learn from their mistakes and motivate them to improve.
- Work collaboratively to analyze standards and create common assessments.
- Evaluate the cognitive level of assessment items and tasks.
- Gain access to reproducibles and other recommended resources to deepen your understanding of assessment.

Cost: \$4,191.60 for 280 copies

Core Resource: The Assessment Toolkit

The Assessment Toolkit will be used by Goal Clarity Coaches (a shared resource) to help teachers transform assessment practice into a powerful tool that inspires student learning. They will use the components of the Toolkit to help teachers understand how to involve students in the assessment process, integrate assessments into instruction, and ensure reporting practices are accurately measuring student achievement. This resource is used as an ongoing implementation tool beyond the scheduled training sessions to ensure that quality assessment practices are refined and sustained with teachers, and are to be used as a professional development library resource for Goal Clarity Coaches as needed, to customize assistance directly at point of need with individual teachers and teacher teams.

Cost: \$9,180.00 for 9 Toolkits

Resource Shipping and Handling: \$579.00

Schedule of Payments

Description	Payment	Expected Invoice Date
Deposit	\$ 0.00	Deposit has been waived
Payment 1 (includes resources)	\$29,646.10	September 10, 2015
Payment 2	\$38,100.00	October 15, 2015
Payment 3	\$25,400.00	November 18, 2015
Payment 4	\$63,500.00	March 16, 2015