

**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 ENVISION: Breakthroughs in Learning (hereinafter "Contractor"), with its principal place of business at 2200 Beach Blvd.; Point Pleasant, New Jersey 08742.

WITNESSETH:

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

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

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

ARTICLE I

Entire Agreement; Amendments

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

ARTICLE II

Services

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

The Service Proposal: April 2016 from ENVISION: Breakthroughs in Learning is attached and incorporated herein by reference.

1. ENVISION will provide the services of Sharon McCarthy and Dr. Anthony Scanella to work with administrators and staff at Fairdale High School to foster positive development of their students' executive function skills. There shall be one day of planning and professional development provided to Fairdale High School Administrators on July 25, 2016 and one day of professional development with all Fairdale High School staff on July 26, 2016. There shall be five (5) days of

coaching provided at Fairdale High School on dates to be agreed upon by the School and the Contractor. Staff will also receive a highlighted classroom activity and strategy for implementation of executive function skills via email each week. Cost for each day shall be \$2829.00 which includes all workshop costs. "Service Proposal and Scope of Work, Developing Executive Function in Secondary Students" is attached and incorporated herein 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>Total: \$19,803.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Progress payments for services received to be paid within 30 days of invoice received for services provided.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>0572053 0322 320AS</u>

ARTICLE IV  
Term of Contract

Contractor shall begin performance of the Services on July 25, 2016 and shall complete the Services no later than June 10, 2017, 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 race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. 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 14, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 156-52-1612

JEFFERSON COUNTY BOARD OF EDUCATION


ENVISION: Breakthroughs in Learning  
CONTRACTOR

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

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

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

Title: Sharon McCarthy  
President

Cabinet Member: Amy Dennes  \_\_\_\_\_  
(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: Envision is the sole provider of professional development related to their research based program in the development of Executive Function.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: \_\_\_\_\_

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

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

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Brad Weston, Principal

Print name of person making Determination

Fairdale High School

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

5-25-2016

ENVISION: Breakthroughs in Learning, Sharon McCarthy, President

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

**Service Proposal and Scope of Work**  
**Developing Executive Function in Secondary Students**  
**Fairdale High School - Louisville, KY**

Scope period: 2016-2017 School Year  
Specific dates: To be determined by vendor and school administration with first service date July 2016

**Rationale:**

Fairdale educators are passionate about student success. Furthermore, they want to remove obstacles their students may encounter that prevent this quest for success. Long-standing research clearly shows the correlation between Executive Function (EF), the skill set of self-control, organization, planning, task initiation & completion and cognitive flexibility, and future success. Importantly, EF is a better predictor of success than IQ or SES.<sup>1</sup> These essential skills, and the ability to develop them are teachable and particularly critical for children who experience continued adversity in their lives. Indeed, EF disorder can cause pervasive problems for students in the learning process and can affect them negatively both in and out of school. EF is an area of study that Fairdale educators want to pursue as an educational goal to help each of their students improve emotionally, socially, psychologically and academically.

Contrary to popular belief, students who do not stay on task, lose control of their emotions, or are easily distracted are not “bad kids” (but are usually labeled so and often comprise many of the disparities found in school discipline data). Unfortunately, EF doesn’t happen automatically as some children mature - many students don’t “outgrow” these limitations. Helping under-resourced students acquire these fundamental skills happens when schools focus on this important acquisition with targeted practice and training in the classroom.

**Program Goals:**

- Equip teachers & staff at Fairdale HS with the knowledge, skills and dispositions to foster positive development of students’ EF.
- Create a climate and culture that values the conscious acquisition of EF skills.

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<sup>1</sup> Moffitt, T. E., L. Arseneault, D. Belsky, N. Dickson, R. J. Hancox, H. Harrington, R. Houts, R. Poulton, B. W. Roberts, S. Ross, M. R. Sears, W. M. Thomson, and A. Caspi. "A Gradient of Childhood Self-control Predicts Health, Wealth, and Public Safety." *Proceedings of the National Academy of Sciences* 108.7 (2011): 2693-698. Web.



- Improve student performance behaviorally while removing obstacles to the learning process by encouraging development of EF.

### **Main Strategies:**

- ENVISION consultants will work with the Fairdale administration and teaching staff to plan, implement and sustain the work to be actualized. Together, we will determine the improved student outcomes being sought; what knowledge and skills teachers will need to get the students to these outcomes; what supports and structures need to be in place; and finally, how to build capacity for sustainable inclusion of Executive Function protocols and strategies within the established curriculum. At the close of this day, we will have a detailed strategic plan for the 2016-2017 school year with all deliverables clearly noted.
- The consultants will work with the Fairdale HS staff to acquire and implement research-based strategies that target EF development in the Secondary Student, using both pencil & paper and digital tools.
- In part, the our work will be based on the studies put forth by Roy Baumeister, Florida State University; Ruby Payne, aha! process; Center for the Developing Child, Harvard University; Carol Dweck, Stanford University; Walter Mischel, Stanford University.
- To ensure the implementation and sustainability of EF development in the classrooms of Fairdale HS, the consultants will work with the Fairdale staff, modeling and coaching at scheduled intervals throughout the year. The form/process this coaching will take will be co-developed between the consultants and Fairdale HS personnel.
- The consultants and Fairdale staff will determine what data will be used as a pre and post evaluation.

### **Evidence of Success:**

- A decrease in suspension incidences.
- An increase in students' ability to exercise appropriate self-control and choice during the Power Hour.
- An increase in pro-social behaviors in the school's common spaces.
- An increase in Growth Mindset evidenced by students' language and perseverance.
- Awareness of this initiative in the community.

- Other indicators as determined in the planning process. (These may include such measures as the Test for Variables of Attention or the Behavior Rating of Executive Function.)

### Activities and Service Plan

Date	Purpose	# of consultants	Cost per session
July 25, 2016	Planning day with Fairdale admin team	2	2829.00
July 26, 2016	PD day with Fairdale staff	2	2829.00
Date TBD	Coaching	2	2829.00
Date TBD	Coaching	2	2829.00
Date TBD	Coaching	2	2829.00
Date TBD	Coaching	2	2829.00
Date TBD	Coaching	2	2829.00
ongoing	EF Tip of the Week	1 - a highlighted classroom activity sent weekly	Included in support
<b>totals</b>	<b>7 days</b>		<b>19,803.00</b>

**The Consultants:**

ENVISION: Breakthroughs in Learning was founded in 2000 to provide support for struggling students and their families. Much to our delight, we have grown into an organization that provides quality professional development within New Jersey as well as nationally and internationally.

ENVISION's consultants have been called upon to work with Central Office personnel, Administrators, Teachers, Students, Parents and Board members. We have extensive history with all the stakeholders in a school house.

The lead facilitator for this project will be Ms. Sharon McCarthy. In addition to being President of ENVISION, Ms. McCarthy is a lead trainer for the Foundation for Educational Administration (FEA)/New Jersey Principals and Supervisors Association (NJPSA). She has extensive training in cognitive psychology, instruction and assessment, discipline, and A Framework for Understanding Poverty. Her teacher leadership model has been presented in numerous schools in and out of New Jersey, ETS, NJEA, NASSP, NAESP, ASCD and at the Mediterranean Association for International Schools in Madrid, Spain. Ms. McCarthy spent three years in the Juvenile Justice System in NJ, working with the Administrators, Teachers and Students. She is often called upon to intervene with the student population labeled "struggling", "resistant", "difficult" and "ADD/ADHD." Sharon's latest book, *Innovative Interventions for Today's Exceptional Children: Cultivating a Passion for Compassion*, was published by Rowman & Littlefield in 2009.

Participants have said of her workshops, "I came to learn how to transform students and was transformed myself!"

The second consultant committed to this project is Dr. Anthony Scannella. Dr. Scannella is retired as the Chief Executive Officer of the Foundation for Educational Administration, Inc. (FEA). Prior to this, Dr. Scannella served as the Director of Professional Development for the New Jersey Principals & Supervisors Association. Dr. Scannella, a former principal, assistant principal, director of curriculum and psychotherapist, is the author of a number of notable education projects and texts including *Sending the Right Signals*, a program to eliminate sexual harassment; co-author of *The Children We Share*, a program for parents and principals, and the author of *Changing Student Behavior: Comprehensive Learning* and *Interventions for Correcting Kids and Successful Interventions for Today's Exceptional Kids: Cultivating a Passion for Compassion* (Rowman & Littlefield, publishers). Dr. Scannella has trained at the state, national and international levels and conducted a yearly Leadership Conference held on the campus of Princeton which attracted school leaders throughout the United States and abroad. He received his doctorate from Rutgers University in 1982 and in 1998 received the Distinguished Educator Award from the Rutgers Graduate School of Education for outstanding and exemplary service in his field.