

**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 BELLARMINE UNIVERSITY INCORPORATED (hereinafter "Contractor"), a Kentucky nonprofit corporation with its principal place of business at 2001 Newburg Road, Louisville, Kentucky 40205.

WITNESSETH:

WHEREAS, the Board's strategic plan (Vision 2020) contains Strategy 1.1.5, which states that the Board will develop and implement a comprehensive strategy focused on early intervention that has as its goal that all Primary Program students are reading on grade level by the end of the third grade and that students struggling with literacy beyond the third grade in elementary school, middle school, and high school make progress toward reading and writing proficiency, to include: improved reading and writing instruction using research- or evidence-based strategies and best practices, extended learning, and strategies to increase educational stability and continuity of supports for highly mobile students; and

WHEREAS, the Board desires to procure the services of a Scholar in Residence to perform services, as more fully defined below, that will drive the development and implementation of Strategy 1.1.5 within the Jefferson County Public School District; and

WHEREAS, Dr. Theresa Magpuri-Lavell, an employee of Contractor, is a national expert in training and coaching teachers how to teach children to read, and the Board has determined that Dr. Magpuri-Lavell is competent and capable of performing the desired services;

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 that during the Term defined below Dr. Magpuri-Lavell will be made available to perform, and will perform, the services (hereinafter "Services") of the Bellarmine Scholar in Residence in the Jefferson County Public School District, as set forth in the job description for the position of Bellarmine Scholar in Residence that is attached to this Contract as Attachment A.

ARTICLE III  
Compensation

The Board shall pay \$165,603.00 (hereinafter "Annual Contract Amount") to Contractor for the performance of the Services by Dr. Magpuri-Lavell during each Contract Year during the Term. A Contract Year shall be a one-year period during the Term that begins on June 1 and ends on the following May 31. The Annual Contract Amount shall be for total performance of this Contract during the Contract Year and shall include 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. The Annual Contract Amount shall be paid to Contractor by the Board in twelve monthly installments during each Contract Year, on or before the 20<sup>th</sup> day of each month during the Contract Year.

ARTICLE IV  
Term of Contract

The term of this Contract (hereinafter "Term") shall commence on July 1, 2016 and shall end on June 30, 2019; provided, on or before April 30 of each Contract Year the Parties will meet for the purpose of reviewing the status of this Contract. Upon the completion of each annual review meeting, either Party shall have the right to give written notice to the other Party of such Party's intention to terminate this Contract, such termination to be effective on June 30 of such Contract Year.

ARTICLE V  
Performance of Services by Contractor

The Services shall be performed by Dr. Theresa Magpuri-Lavell, and in no event shall Contractor designate any other person to perform the Services.

Contractor shall be an independent contractor to the Board, and Dr. Magpuri-Lavell shall continue to be an employee of Contractor. Contractor shall be responsible for the payment to Dr. Magpuri-Lavell's of her salary and benefits in her continued capacity as an employee of Contractor, and Contractor shall be responsible for the payment all federal, state and local payroll taxes applicable to such salary and benefits and for providing unemployment insurance and workers compensation coverage to Dr. Magpuri-Lavell.

Contractor and Dr. Magpuri-Lavell shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies applicable to the performance of the Services. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services by Dr. Magpuri-Lavell.

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 in connection with the performance of this Contract. This provision shall survive the termination of this Contract.

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 defined below 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 and Dr. Magpuri-Lavell shall not discriminate against any employee, applicant or subcontractor of the Board 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.

#### ARTICLE IX 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. 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 X  
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 XI  
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 or Dr. Magpuri-Lavell 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 or Dr. Magpuri-Lavell 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 XII  
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 Business Officer.

ARTICLE XIII  
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 XIV  
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 Dr. Magpuri-Lavell has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential for Contractor 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 Board and Contractor have executed this Contract to be effective as of June 15, 2016.

JEFFERSON COUNTY BOARD OF  
EDUCATION

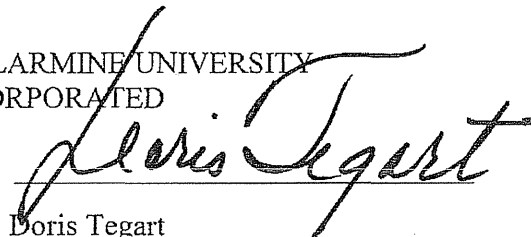
By: \_\_\_\_\_

Donna M. Hargens, Ed.D.

Title: Superintendent

BELLARMINE UNIVERSITY  
INCORPORATED

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

A handwritten signature in black ink, reading "Doris Tegart", written over a horizontal line.

Doris Tegart

Title: Interim President

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Jefferson County Public Schools (JCPS)**  
**And**  
**Bellarmine University**  
**For The**  
**Assignment of Professor Theresa Magpuri-Lavell to JCPS as**  
**Bellarmine University Scholar In Residence**

In order to provide greater assistance to Jefferson County Public Schools (JCPS) in the implementation of the JCPS – Bellarmine Literacy Project as well as guidance for other literacy initiatives in the district, Bellarmine University agrees to provide the full-time services of Dr. Theresa Magpuri-Lavell as a *Bellarmine University Scholar In Residence*. Terms and conditions are included below.

Reports to: Superintendent Donna Hargens  
Salary: \$135,000.00 annual plus benefits to be paid to Bellarmine University  
Start Date: July 1, 2016  
Appointment: A review at the end of each academic year with Drs. Tegart, Pfeffer, and Cooter with the understanding that a consistent person is needed to perform the JCPS job duties for a minimum of 3 years.

Job Duties:

- Implement the Bellarmine Literacy Project (BLP) training model (coursework for teachers, training for coaches, Principals Fellowship, and Assessment & Evaluation, see chart on page 2) in targeted JCPS elementary schools for K-3 teachers.
- Develop and coordinate the 5 Year Implementation Plan of the BLP including the application, enrollment, and incentive process in targeted JCPS elementary schools for K-3 teachers.
- Support assistant area superintendents and school principals to meet the school participation and implementation requirements of the 5 Year Implementation Plan of the BLP.
- Supervise and train BLP Coaches to work with K-3 teachers and coordinate school-wide implementation of the BLP reading curriculum.
- Supervise and train BLP Adjunct Instructors to teach K-3 teachers the reading content knowledge and implementation of the BLP reading curriculum.
- Develop and refine the BLP reading curriculum using the Literacy Project Delivery Model for Reading Instruction for K-3 classrooms.
- Coordinate, develop, and/or approve materials and resources to support the BLP reading curriculum in K-3 classrooms.
- Collaborate and communicate with other JCPS departments as needed to implement the Bellarmine Literacy Project.
- Coordinate with Bellarmine University staff and business departments regarding the logistics for providing graduate credit hours to participants.
- Oversee the implementation (including data collection and analysis) of the Assessment and Evaluation system by school and by classroom in collaboration with Bellarmine University's research and evaluation team, Drs. Robert Cooter, David Paige, Grant Smith, and Elizabeth Dinkins.

- Review other literacy programs (ie. Magic Ladders) in targeted schools effectiveness and assess their alignment with the BLP reading curriculum.
- Coordinate with reading interventions such as ECE, Title 1, Reading Recovery, and Dyslexia programs to ensure effectiveness and alignment with BLP reading curriculum and to design a RTI system for identification and support of struggling readers.
- Collaborate with central office leaders to design and approve all district-level literacy education professional development/training activities to ensure consistency of teacher capacity building.
- In collaboration with JCPS school leaders, determine which literacy education materials shall be approved for purchase and implementation to insure consistency of literacy pedagogy.
- Design qualifications and a procedure for hiring JCPS Literacy Coaches.
- Supervise literacy coaches including assignments, responsibilities and ongoing professional development.
- Supervise personnel (e.g., central office directors and specialists) responsible for English Language Arts curriculum and instruction P-12.

~~Bellarmino University shall invoice Jefferson County Public Schools for Dr. Magpuri-Lavell's salary and benefits approximately quarterly. Invoices shall be sent July 1, 2016, October 1, 2016, January 1, 2017 and April 1, 2017 with payment due within thirty days.~~

The term of this Agreement shall be from July 1, 2016 through June 30, 2017.

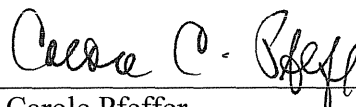
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws.

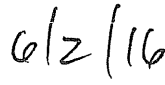
All amendments and/or changes shall be by written instrument executed by the parties hereto.

The undersigned have reviewed this Memorandum of Understanding and accept it as the basis for The Annsley Frazier Thornton School of Education of Bellarmine University provision of *The JCPS-Bellarmino Literacy Project*. This agreement is adjustable and renewable upon the mutual consent of the Jefferson County Public Schools and Bellarmine University.

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Dr. Donna M. Hargens  
Superintendent, Jefferson County Public Schools

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Date

  
\_\_\_\_\_  
Dr. Carole Pfeffer  
Provost, Bellarmine University

  
\_\_\_\_\_  
Date