

## 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 Southern Regional Education Board (hereinafter "Contractor"), with its principal place of business at 592 Tenth Street NW, Atlanta, Georgia 30318-5776.

#### 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:

This contract is part of a joint initiative involving the Kentucky Department of Education, JCPS, and Southern Regional Education Board (SREB). Each middle school listed on Appendix II will participate in Literacy Design Collaborative (LDC) and/or Math Design Collaborative (MDC) professional development and follow-up coaching, leadership coaching, College and Career Readiness Networking Conference, leadership progress meetings and project coordination. District contribution per school is \$11,998.80 and Kentucky Department of Education contribution per school is \$11,998.80. Attachment I is attached and incorporated herein by reference.

## 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>\$119,988</u>
Progress Payments (if not applicable, insert N/A):	<u>Quarterly</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, 2016 and shall complete the Services no later than June 30, 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 July 1, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 58-0566141

JEFFERSON COUNTY BOARD OF  
EDUCATION

Southern Regional Education Board  
CONTRACTOR

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

By: James E. Bottoms

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

Title: James E. Bottoms  
Senior Vice President

Cabinet Member: Karen E. Branham

KEB  
(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.**

Karen E. Branham

Print name of person making Determination

Gheens Academy

School or Department

Karen E. Branham  
Signature of person making Determination

6-14-16  
Date

Southern Regional Education Board

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

## **Attachment I**

### **CONTRACT BETWEEN THE SOUTHERN REGIONAL EDUCATION BOARD/HIGH SCHOOLS THAT WORK AND THE JEFFERSON COUNTY PUBLIC SCHOOLS**

**Contract Effective Dates from July 1, 2016 to June 30, 2017**

Jefferson County Public Schools (JCPS) proposes to use the Southern Regional Education Board (SREB)/Making Middle Grades Work (MMGW) framework for school reform. SREB has committed to work with JCPS in its efforts to raise student achievement by changing school and classroom practices. This document constitutes the contract for the services to be provided by SREB.

#### **SREB EXPECTATIONS FOR PARTICIPATION**

Each school/district that enters into partnership with SREB for support in implementing the MMGW school improvement design agrees to implement key aspects of the design that gives teachers and leaders ownership of the improvement effort. These form the foundation of the work and are vital for sustainability of the effort after the contract ends.

Each school/district that enters into partnership with SREB for support in implementing the HSTW/MMGW school improvement design agrees to meet minimum expectations for participation in the state and national HSTW/MMGW networks.

#### **SERVICES TO BE PROVIDED BY SREB**

**This contract is part of a joint initiative involving the Kentucky Department of Education, JCPS and SREB. Costs for participation are based upon 10 participating middle schools from JCPS. District contribution per school is 50% of total. Kentucky Department of Education contribution is 50% of total.** Schools, teachers and leaders will participate in Literacy Design Collaborative (LDC) and/or Math Design Collaborative (MDC) professional development and follow-up coaching, College and Career Readiness Networking Conference, leadership progress meetings and project coordination. Specific support services will include:

1. 13 Days of LDC PD
2. 10 Days of MDC PD
3. 2 Days per school (18 schools) of MDC Follow-up Coaching
4. 40 Days LDC Follow-up Coaching – Split among schools, determined by district
5. 30 Days Leadership Coaching – Split among schools, determined by district
6. 30 Registrations (3 per school/10 schools) for the 2017 LDC/MDC Networking Conference
7. Project Coordination – Leadership progress meetings with district support



***Schools will be responsible for travel costs incurred if they cancel a workshop within 14 days of the planned event.***

### **PRIORITIES FOR 2016-2017 SUPPORT**

SREB has adopted an approach for supporting schools through direct support that focuses on priority areas for implementation. Each school will use the direct support to address the priorities for this initiative:

**Priority Area #1: Improve Academic Preparation of Students through the Literacy Design Collaborative (LDC) and Mathematics Design Collaborative (MDC)**

Middle grades students must acquire discipline-specific literacy skills, including the ability to read in the content area, conduct research, and write to inform and defend a position by citing textual evidence. Middle grades students also need new ways of learning mathematics that support them in taking ownership of their learning, persevering in their attempts to solve mathematical problems, and working collaboratively. Literacy Design Collaborative and Mathematics Design Collaborative tools and strategies will provide teachers with templates, lessons, and instructional practices to support student academic growth. Year One of SREB training will focus on teachers' introduction to LDC and MDC principles that ensure all students enter high school able to work on grade level.

**Priority Area #2: Build Sustainability of Improvement Efforts by Involving District Coaches:** Effective improvement efforts must last beyond the support that is received. For this to occur, SREB will work closely with district literacy and math leadership and coaches to build their capacity to sustain and spread improvement efforts.

**Priority Area #3: Build Leadership Capacity to Lead a Focus on Improved Instruction:** Effective leaders provide support for teachers in the form of extended time, quality resources and effective feedback to ensure professional development moves from training to the classroom.

**TOTAL CONTRACT AMOUNT - \$119,988.00 (per school cost \$11,998.80)**

***Invoices to be sent quarterly***

Appendix I - Budget

*The Board of Control for Southern Regional Education, d/b/a Southern Regional Education Board (SREB), as a not-for-profit educational compact, must comply with OMB Circular A-133. Please indicate with your remittance whether any of the funds are from Federal sources, including CFDA number. In the absence of any notification with remittance, SREB will assume that the funds are not subject to OMB Circular A-133, and that there is not "recipient" nor "sub recipient" relationship created hereunder.*



James E. Bottoms  
SREB Senior Vice President

6/13/2016

Date

\_\_\_\_\_  
Superintendent or Designee  
Jefferson County Public Schools

\_\_\_\_\_  
Date

**APPENDIX I: 2016 - 17 Contract Budget  
Jefferson County Public Schools**

**Cost figured on 10 participating middle schools.**

<b>Support Deliverable</b>	<b>Cost per item</b>	<b>Quantity</b>	<b>Total</b>	<b>JCPS Cost per School</b>	<b>State Contribution Per School</b>
Thirteen Days of LDC PD	\$900.00	13	\$11,700.00	\$5,850.00	\$5,850.00
Ten Days of MDC PD	\$1,600.00	10	\$16,000.00	\$8,000.00	\$8,000.00
MDC Follow-up Coaching (2 per 18 schools)	\$1,575.00	36	\$56,700.00	\$28,350.00	\$28,350.00
LDC Follow-up Coaching - 40 days split among schools as district leadership determines	\$1,750.00	40	\$70,000.00	\$35,000.00	\$35,000.00
Leadership Coaching - 30 days split among schools as district leadership determines	\$1,750.00	30	\$52,500.00	\$26,250.00	\$26,250.00
Registrations for the 2017 LDC/MDC Networking Conference - 3 per ten schools	\$260.00	30	\$7,800.00	\$3,900.00	\$3,900.00
Project Coordination - Includes progress meetings with district and ongoing support	\$7,500.00	1	\$7,500.00	\$3,750.00	\$3,750.00
<b>Subtotal</b>			<b>\$222,200.00</b>	<b>\$111,100.00</b>	<b>\$111,100.00</b>
<b>SREB Administrative Costs</b>			<b>\$17,776.00</b>	<b>\$8,888.00</b>	<b>\$8,888.00</b>
<b>Annual Total</b>			<b>\$239,976.00</b>	<b>\$119,988.00</b>	<b>\$119,988.00</b>
			<b>Kelly Philbeck Costs for State</b>		<b>\$4,200.00</b>
			<b>New State Total</b>		<b>\$115,788.00</b>