

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 Center for Teaching Quality, Inc. (hereinafter "Contractor"), with its principal place of business at 605 West Main Street Suite 207, Carrboro, North Carolina, 27510.

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 (CTQ) will provide training for Virtual Organizers Inspired Communities of Educators (VOICE) to 16 JCPS educators in order to prepare them to facilitate Virtual Learning Communities. Training will consist of weekly webinars and other virtual discussions that will take place after school hours on dates and times to be agreed upon by the Contractor and the 16 JCPS teacher leaders. Cost per teacher will be \$1,000. JCPS VOICE Cohort 2 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>\$16,000</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 October 26, 2016 and shall complete the Services no later than May 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

In the course of performing the Services under this Contract, Contractor will deliver to the Board certain training manuals, materials, and protocols; planning templates; impact assessment toolkits; and similar documents prepared by or on behalf of Contractor for use in the VOICE training (collectively, the "Contractor Materials"). For the sake of clarity, the Contractor Materials shall not include the documents, materials, and other work product prepared by the JCPS teacher leaders and other teachers trained by such teacher leaders (the "Teacher Materials"), except to the extent that the Teacher Materials directly incorporate any of the Contractor Materials. All Intellectual Property Rights (as defined below) in and to all Contractor Materials shall be owned by Contractor; provided, Contractor hereby grants to the Board and its employees a license to use all Intellectual Property Rights in and to the Contractor Materials, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis, to the extent necessary to enable the Board and its employees to make reasonable use of the Contractor Materials and services of Contractor under this Contract; provided, however, that none of the Contractor Materials may be used by the Board or any employee thereof for any other purpose other than the purposes of this Contract. As used in this Article, the term "Intellectual Property Rights" shall mean copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

~~Any reports, information, data, etc. given to Contractor by the Board under this Contract or prepared or assembled by Contractor from such reports, information, data, etc. 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. 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 October 26, 2016.

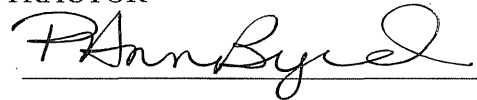
Contractor's Social Security Number or Federal Tax ID Number: 04-3606319

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____


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

Center for Teaching Quality, Inc.
CONTRACTOR

By: 

Title: P. Ann Byrd
COO & Partner

Cabinet Member: Lisa Herring


(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 Consulting Service will consist of weekly webinars and other virtual discussions

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.

Tara Isaacs

Print name of person making Determination

Curriculum and Instruction

School or Department

Tara Isaacs
Signature of person making Determination

9/14/16
Date

Center for Teaching Quality 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

CENTER FOR TEACHING QUALITY / TEACHERPRENEUR PROGRAM

The information below is not part of the Center for Teaching Quality contract. It is listed to provide the Board with information regarding the cost of the Teacherpreneur program.

The District supports the Teacherpreneur program through training with Virtual Organizers Inspired Communities of Educators (VOICE) and 50% staffing cost of the Teacherpreneur position. The following costs are allocated to this program through the General Fund.

	<u>School-paid</u>	<u>District-paid</u>
Salary	30,010	30,010
Fringes	750	750
Operational		30,000



JCPS VOICE Cohort 2

Purpose

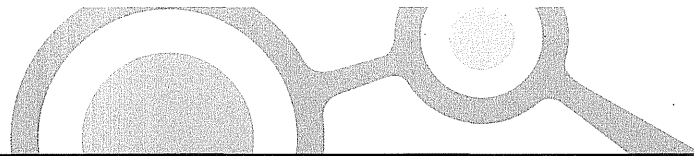
To support teachers and specialists in planning and facilitating blended and personalized professional learning.

Intended Outcomes

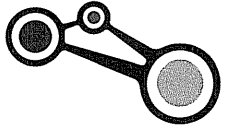
- Participants will identify personal work styles and strengths while acknowledging the importance of diversity in teams and communities.
- Participants will identify a challenge and solution related to implementing new professional development models by completing a Purpose Map.
- Participants will strategize their recruitment for new courses and experiences by completing a Strategy Guide.
- Participants will apply their learning by facilitating a webinar segment and crafting a hybrid learning module facilitation guide related directly to their Purpose Map and Strategy Guide.
- Participants will study and apply the principles of andragogy to their facilitation plans.
- Participants will discuss and define teacher leadership, learning from teacher leader colleagues outside of the cohort.

Decisions Points & Requested Feedback

1. **Schedule & Timeline:** Review the schedule in the curriculum map, and provide guidance on which day(s) of the week may be best for synchronous webinars within the weeks outlined. Also provide feedback if a date/week is unavailable, and/or if the schedule should be shifted. If we need to shorten, let's discuss shifting the final module to be JCPS led and facilitated.
2. **Beliefs, Recommendations, & Leadership Statement:** Please review the attached CTQ belief statements about the VOICE experience, and (with whomever necessary) complete the partner leadership belief statement.
3. **Content and Commitments:** Please provide feedback on the time commitments and deliverables listed in the curriculum map. From your understanding of the cohort, do these seem relevant and reasonable for this experience?
4. **Platform:** CTQ prefers Zoom for synchronous webinars, yet we are willing to discuss using a district's platform to allow for more relevant practice with technology tools. Please provide feedback on your preference in choosing a platform for this experience, and, if relevant, describe the capacities or limitations of the current district platform for synchronous and asynchronous discussions.



CURRICULUM OUTLINE & TIMELINE			
MODULE	DATE/ TIME	PURPOSE	SOME INTENDED OUTCOMES
Welcome Threads	<i>1 week /~60 min. asynchronous</i>	Allow participants to interact with materials at their own pace and bring up any questions or concerns asynchronously. Promote connections through sharing and dialogue.	✓ Shared understanding of purpose, expectations, and commitments.
1. Launch & Overview	<i>60 min synchronous ~30 min asynchronous</i>	Participants, coaches, and partner lead discuss norms, expectations and purpose. Participants and Partner Lead are introduced to Compass Points work styles for reflection. Purpose Map tool is introduced to allow individuals to identify their individual purpose/challenge.	✓ Build personal connections and trust among peers and coach(es).
2. Collaborative Communities	<i>60 min synchronous ~45 min asynchronous</i>	Participants and coaches continue to build relationships through discussing personal strengths and the importance of diverse communities. Participants continue to build familiarity and skill using digital platforms and tools to collaborate.	✓ Define personal preferences & tendencies for work and collaboration to identify strengths and potential conflict points with diverse groups.
3. Andragogy & Effective Facilitation	<i>60 min synchronous ~45 min asynchronous</i>	Participants reflect on the shifts they should make when planning for adult collaboration and learning rather than planning for students. Participants learn the mindsets, considerations, and perspectives necessary to facilitate and lead adult collaborative experiences using digital platforms.	✓ Evaluate & revise a PD/PLC plan to better address needs & priorities of adult learners.
4. Community Challenges	<i>90 min synchronous</i>	Participants reflect on different challenges that arise in collaboration on digital platforms and strategize ways to solve complex problems in a community. Some participants apply their learning to a facilitation experience.	✓ Identify challenges in community building and/or collaboration using digital platforms. ✓ Build skills for problem-solving challenges.



CURRICULUM OUTLINE & TIMELINE			
MODULE	DATE/ TIME	PURPOSE	SOME INTENDED OUTCOMES
5. Strategic Planning	<i>90 min synchronous</i>	Participants return to their individual challenges and apply their learning by creating a strategy and planning for solution using CTQ's tools. Some participants continue to apply their learning to a facilitation experience.	✓ Understand the importance of gathering evidence (qualitative and quantitative data) when proposing a solution and confronting a challenge
6. Finding Evidence of Success & Learning	<i>60 min synchronous ~60-90 min asynchronous</i>	Participants use Impact Assessment tool to evaluate an experience with the framework of value creation. Participants gain data literacy by recognizing quantitative and qualitative measures of learning and measuring that evidence against goals and outcomes.	✓ Understand that evidence is a cornerstone of community building because it allows a community to celebrate success, extend learning, and plan for future growth.
7. Strategic Leading	<i>60 min. synchronous ~45 min asynchronous</i>	Participants will have an opportunity to share and receive feedback on their evolving strategies that further builds connective relationships using virtual platforms. Participants will also explore the concept of teacher leadership. If teachers see themselves as leaders with agency, they will more readily plan for change and impact both within and beyond the classroom.	✓ Identify ways teacher solution requires a willing leader. ✓ Reflect on the importance of networks and communities to support leadership work.
8. Create a Facilitation Guide	<i>30 min synchronous ~2 hours work time & feedback</i>	Participants apply their learning to create a facilitation guide/module that addresses a personal or community challenge related to their Purpose Map. May share to receive feedback from coaches and colleagues.	✓ Map out hybrid or digital learning module. ✓ Create reflective guide to justify facilitation decisions.

