

**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 Criterion Education LLC, operating the program National Institute for School Leadership ("NISL") (hereinafter "Contractor"), with its principal place of business at 2121 K Street NW, Suite 700, Washington, DC 20037.

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. In the event of a conflict between any provision of this Contract and any provisions of the attachments hereto, the Contract provisions 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:

In collaboration with the Kentucky Department of Education, the Contractor National Institute for School Leadership (NISL) will provide the Executive Development Program as outlined in the attachment. NISL will provide job-embedded training for principals, assistant principals, and district leaders in Cohorts 2 and Cohort 3. The Executive Development Program is the culmination of \$11 million in research and development grants from the Carnegie Corporation of New York. The Broad Foundation, the New Schools Venture Fund, and other proven experts in leadership. This curriculum is

proven, research based, and validated to positively impact student achievement through more focused, and intentional leadership.

Contractor will provide the NISL Executive Development Program for Cohort 2 and Cohort 3 with a total of 25 Jefferson County Public School Principals and other leaders and administrators in each Cohort. The training shall be delivered by an expert NISL trainer provided by the Contractor per the attached scope of work. Contractor will provide extensive course materials, access to on-line curriculum and resources to the participants per the attached scope of work. Contractor's world-class curriculum will be utilized. The Board will select 25 school leaders from Cohort 2 and 25 school leaders from Cohort 3 through an application and recommendation process to receive training in the Executive Development Program. Contractor's program will prepare school leaders to work with their school faculties to develop their school faculties' abilities to transform their schools into high performance organizations. Training will be provided as per calendar. The Addendum, Exhibit A, B, C and D are attached hereto and incorporated 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>\$630,000</u>
Progress Payments (if not applicable, insert N/A):	<u>First payment of \$157,500 shall be issued on Feb 17, 2017; Second payment of \$157,500 shall be issued on July 21, 2017, Third payment of \$157,500 shall be issued on January 19, 2018 and \$157,500 shall be issued on June 22, 2018.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>USDOE School Leadership Grant</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on January 18, 2017 and shall complete the Services no later than June 30, 2018, 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 December 14, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 25-1918647

JEFFERSON COUNTY BOARD OF
EDUCATION

Criterion Education LLC (National Institute
for School Leadership)
CONTRACTOR

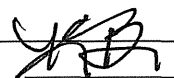
By: _____

By: _____

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

Jason S. Dougal
Title: President & CEO

Cabinet Member: Karen E. Branham



(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

11-9-16
Date

Criterion Education LLC

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



CRITERION EDUCATION, LLC.

NATIONAL INSTITUTE FOR SCHOOL LEADERSHIP'S EXECUTIVE DEVELOPMENT PROGRAM AGREEMENT

with

NAME OF CLIENT: JEFFERSON COUNTY PUBLIC SCHOOLS

December 14, 2016
Effective Date

This Criterion Education, LLC Agreement ("**Agreement**") is entered into by and between Criterion Education, LLC. ("**Criterion**"), a corporation organized and existing under the laws of the State of Delaware, with offices at 2121 K Street NW, Suite 700, Washington, DC 20037 and above-named client (the "**Client**") shown on the signature line, with an address shown on the signature line for the Client. Criterion and the Client hereby agree as follows:

1. Background. The National Institute for School Leadership Executive Development Program (EDP) is now a program of Criterion Education, LLC. The Criterion NISL Executive Development Program (the "**NISL EDP**") provides a world-class executive development program to school principals of elementary, middle and high schools. Based on a worldwide study of best practices in the development of leaders, the NISL EDP is designed to quickly and effectively increase the leadership and management capacity of principals in order to enable these executives to bring about sustainable higher levels of student achievement. "Criterion Education, LLC", "Criterion" and "NISL National Institute for School Leadership" (collectively, the "**Marks**") are trademarks of Criterion.

NISL EDP implementation starts with NISL master faculty ("**NISL Faculty**") delivering the entire EDP to a leadership team of respected individuals (the "**Leadership Team**") designated by the Client to implement the NISL EDP for future cohorts. Once the Leadership Team is fully certified, the Client will be authorized to deliver the NISL EDP to Principals under license from NISL, through only its fully certified Leadership Team.

The Client wants to implement the NISL Program, on the terms and conditions contained herein, within the jurisdiction (the "**Jurisdiction**") indicated in the scope of work (the "**Scope of Work**"), attached hereto as **Exhibit A** and made a part hereof. NISL is willing to provide the training, services, materials, tools and licenses described herein, all on the terms and conditions contained herein.

2. Term. The term of this Agreement shall commence on the Effective Date indicated above ("**Effective Date**") and expire on **June 30, 2018**. The term may be extended by written mutual consent of the parties which written consent includes a scope of work referencing this Agreement and setting forth the responsibilities of the parties and the fees associated with the extension term (each scope of work for an extension term is hereinafter referred to as an "**Additional Scope**"). In the event that this Agreement (and subsequent modifications or amendments) is executed after the Effective Starting Date, the Client shall pay Criterion for all work performed on or after the Effective Starting Date or pursuant to the Scope of Work.

3. Scope of Work by Criterion. Criterion will work with the Client as specifically described in the Scope of Work or any Additional Scope to permit the Client to implement the NISL Program for its Principals. In connection therewith, subject to the license in Section 4 below, Criterion shall provide to the

Client and the Principals participating in the NISL Program on behalf of the Client the materials and tools described in the Scope of Work or any Additional Scope. (All materials and tools described in the Scope of Work or any Additional Scope, or otherwise provided as part of the NISL Program, whether in print, electronic or other form, are hereinafter referred to as the “**Criterion Materials**”).

4. Licensing the Client to Implement the NISL Program for Principals. Subject to the terms and conditions hereof, Criterion hereby agrees to grant the Client a nonexclusive, non-transferable license for the term of this Agreement to (i) implement the NISL Program for Principals for Principals that are employed by the Client or within the Jurisdiction as may be specified in the Scope of Work or any Additional Scope and (ii) to use the Criterion Materials solely in connection with the implementation of the NISL Program for the Leadership Teams and the Principals. Only Leadership Team members who are certified under Criterion’s rules, or who are currently participating in training for such certification in a manner that meets the applicable standards for certification, will train Principals in the NISL Program. The license to be granted hereunder will permit the Client to implement the NISL Program as is indicated in the Scope of Work.

5. Obligations of the Client. The Client shall fulfill its obligations described in the Scope of Work and any Additional Scope, and the performance thereof by the Client shall be a condition of Criterion’s obligation to perform under this Agreement and of the Criterion Program License.

6. Compensation. The Client shall pay Criterion a fixed price of \$630,000.00 for the services, licenses and materials provided under the initial Scope of Work, payable as described in the payment schedule (the “**Price and Payment Schedule**”) included in the Scope of Work. In the case of any extension of the term, the Client shall pay Criterion for any services, licenses and materials provided during such extension term as provided in the Additional Scope for the extension term, which fees shall be consistent with the fees for such future years of the NISL Program indicated in the Payment Schedule.

7. Intellectual Property.

7.1 Copyright. Criterion and its licensors reserve copyright in all Criterion Materials. These items may not be copied or otherwise reproduced without the express written permission of Criterion, or as otherwise specifically permitted in writing by Criterion. In no event shall the Client remove any copyright notices from the materials.

7.2 Restrictions. In no event shall the Client use or permit any members of the Leadership Team or any of the Principals participating in the NISL Program (together “**NISL Participants**”) or any third party to use the Criterion Materials other than in connection with evaluating and implementing the NISL Program in the Jurisdiction during the term of this Agreement. In no event may the Criterion Materials be copied, distributed, sublicensed, modified, sold or transferred other than as specifically permitted in writing by Criterion.

7.3 Criterion Materials Agreement. Criterion may require that any members of the Leadership Team and Principals participating in the NISL Program (together “**Criterion Participants**”) execute and deliver the Criterion Materials Agreement attached hereto as Exhibit B (as the same may be amended from time to time at the sole discretion of Criterion, the “**Criterion Materials Agreement**”) prior to being granted access to any Criterion Materials. The participation of any Criterion Participant who violates the terms of such agreement may be terminated by NISL without refund to the Client.

7.4 Trademark and Trade Name. This agreement does not give the Client any ownership rights or interest in Criterion’s Marks or the goodwill associated therewith. The Client may use the Marks in connection with publicity for its implementation of the NISL Program provided, however, that in no case will the Client use the Mark in a way which tarnishes the reputation or goodwill associated therewith. All use of the Marks and goodwill associated therewith will inure to the benefit of Criterion. In the event that Criterion determines that any particular use of the Marks by the Client harms the reputation or goodwill associated with the Mark or Criterion, Criterion will provide notice thereof to the Client and Client will immediately stop such use of the Mark. Upon any termination of or failure to renew this Agreement, the

Client shall immediately discontinue all use of the Marks and any terms, which are likely to be confusingly similar thereto in connection with any training program.

8. Independent Contractors. During the performance of this agreement, the employees of one party will not be considered employees of the other party and Criterion's employees will not be considered employees of the Client within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The Client's employees who perform the obligations of the Client hereunder shall be under the employment, and ultimate control, management and supervision of Client. Criterion's employees who are to perform the services to be completed by Criterion hereunder shall be under the employment and ultimate control, management and supervision of Criterion. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the Client and Criterion, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

JD [REDACTED]

10. Assignment. Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto.

11. Modification; Amendments. There shall be no modifications or amendments of this agreement, except in writing and approved by both parties, executed with the same formalities as this instrument.

12. Contact Information and Notices. Upon signing this agreement, the Client will indicate the name, address, telephone and fax number of the Client. Any notices and other communications provided hereunder, including any notice of the change in contact information, shall be made or given hereunder by either party by facsimile at the facsimile numbers set forth on the signature line below or delivered by hand or by certified or express mail to the party at the addresses set forth under the signature lines below. Unless otherwise notified, notices sent to Criterion should be sent to Mr. Willie J. Charles, Contracts.

JD [REDACTED]

14. Limitations on Liability. In no event shall either party be liable to the other party under this agreement or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non performance by such party hereunder.

15. Governing Law. The provision of the agreement shall be governed by and construed in accordance with the laws of the State of Kentucky except for its conflict of laws and principles.

16. No Third Party Beneficiaries. The parties do not intend that any third party have any rights as a third party beneficiary of this agreement.

17. Dispute Resolution. If a dispute arises out of or relates to this agreement or a breach hereof, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to Arbitration. In the event the dispute is not settled through mediation, the parties agree to resolve the conflict through arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration shall occur in the State of Kentucky. Any award rendered in such arbitration may be enforced by either party in the courts located in the State of Kentucky, and the parties consent to the jurisdiction of such courts.

18. Severability. If any portion of this agreement is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

19. Headings. The article and section heading in this agreement are for convenience and reference only and in no way define or limit the scope or content of the agreement or in any way affect its provisions.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

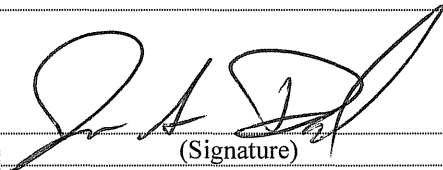
	Criterion Education, LLC		Jefferson County Public Schools
By:		By:	
	(Signature)		(Signature)
Name	Jason S. Dougal	Name	
Date:	10/25/2016	Date:	
Title	President & CEO	Title	
Address:	2121 K Street NW, Suite 700 Washington, DC 20037	Address:	
Contact:	Willie J. Charles, Contract Office	Contact:	
Phone:	202-378-2127 Contracts 202-449-5060 Main Number	Phone:	
Fax:	202-293-1560	Fax:	
E-mail:	wcharles@nisl.net	E-mail:	
FEIN:	25-1918647	FEIN:	

EXHIBIT A SCOPE OF WORK

Client is authorized under the NISL Program License to implement the NISL Programs for Principals (including principals, school leaders, and administrators of the Client or the Jurisdiction which the Client wishes to train as principals) in schools within the following jurisdictions:

Jefferson County Public Schools

Under this Scope of Work, NISL Faculty shall implement the NISL EDP for the Client's Principals for two cohorts with a total of fifty (50) Principals/school administrators (a "**Cohort**").

A. NISL EDP FOR PRINCIPALS.

1. The NISL EDP training sessions will consist of 12, two-day face-to-face sessions.
2. NISL will provide each participant in the Program for Principals:
 - (a) NISL Materials specified in Section B of this Scope of Work and required for the NISL EDP curriculum.
 - (b) Access to the NISL Web Site and the online component of the Curriculum.

B. NISL MATERIALS

NISL Participants will be provided with the following NISL Materials for the NISL EDP for the Principals training, as applicable:

Description	Principal Training
NISL Printed Materials: <ul style="list-style-type: none">• Participant Guides• Professional Texts• Case Studies	Each Participating Principal shall receive one (1) copy of the NISL Printed Materials used in the Curriculum (including 3 or more professional texts)
Audio-Visual Materials <ul style="list-style-type: none">• Experts Videos• Video Case Studies	Audio-Visual Materials are for use in the Team and Principal's Institutes and shall not be distributed to the NISL Participants.
Online Component (via access to the NISL Web Site and NISL app): <ul style="list-style-type: none">• Self-Reflection Diagnostics and Tools	Each Participating Principal shall have access to parts of Online Component used in the Curriculum

Each Principals Team Member will receive or have access to the applicable NISL curriculum for each Phase. Phase Two NISL Curriculum will be distributed at the training or available on-line only upon completion of the Phase One training and pursuant to written agreement for Phase Two.

NISL Executive Development Program, Full Curriculum list:

Course 1: World-Class Schooling: Vision and Goals

Unit 1: The Educational Challenge

Unit 2: The Principal as Strategic Thinker

Unit 3: Elements of Standards-Aligned Instructional Systems

Course 2: Focus on Teaching and Learning

Unit 4: Foundations of Effective Learning

Unit 5: Leadership in the Instructional Core – English Language Arts and History

Unit 6: Leadership in the Instructional Core – Science and Math

Unit 7: Coaching for High Quality Teaching

Course 3: Sustaining Transformation through Capacity and Commitment

Unit 8: Promoting the Learning Organization

Unit 9: Teams for Instructional Leadership

Unit 10: Ethical Leadership for Equity

Unit 11: Driving and Sustaining Transformation

Unit 12: Final Case Simulation and Presentations

C. CLIENT COMMITMENTS

The full and enthusiastic participation of the Client is essential to the success of the program and in connection with its participation in the NISL Program, Client agrees to:

- a. Ensure participation by the Team Members in the NISL Program.
- b. Designate one Team Member to be a director of the Leadership Team who will work on the NISL Program and devote such time as is necessary to ensure implementation of the program.
Arrange scheduling and provide, at its own expense, meeting facilities at no charge to NISL for all on-site or local workshops and other sessions.
- c. Register each NISL Participant with NISL by delivering, with respect to each participant: (a) the name and address, phone number, organizational email address and jurisdiction; (b) the position of the participant with the Client or the Jurisdiction; (c) access to NISL's Learning Management System from within the district's network using login credentials generated by NISL; and (d) a copy of the NISL Materials Agreement executed by the participant.
- d. Notify each NISL Participant that access to a web-enabled computer (preferably a laptop) sufficient to permit access and use the online materials included in the NISL Program is a requirement for participation in the NISL Program.
- e. Implement the NISL Program for Principals substantially as designed by NISL, including: (i) using only certified Leadership Team Members to conduct the required training and (ii) covering each unit of the curriculum included in the design and sequence of the NISL Program.
- f. Permit NISL access to NISL Participants as well as training sessions run and materials used by the Leadership Team(s) in training Principals sufficient to ensure that NISL's standards for the implementation of the NISL Program are being met.
- g. Make diligent efforts to ensure that none of the Leadership Team Members or Participating Principals violates the terms of either their NISL Materials Agreement, and cooperate with NISL to limit the damage to NISL of any such violation of the NISL Materials Agreement.

D. PRICE AND PAYMENT SCHEDULE

1. Total Price for this Scope of Work.**

The client will pay Criterion the following for the licenses, services and materials provided by Criterion hereunder in connection with the implementation of the NISL Program for Principals:

Description	#	Unit Price*	Total
Direct Training/Participant	50	\$ 12,600.00	\$ 630,000.00
TOTAL			\$630,000.00

*Unit Prices quoted herein are applicable only to this offering.

**Client will be invoiced separately for any additional participants attending the training and not indicated in the Total Price.

4. Payment Schedule

Payment for the implementation of the NISL Program is due as follows:

- (a) \$157,500.00 is due on February 17, 2017..
- (b) \$157,500.00 is due on July 21, 2017.
- (c) \$157,500.00.00 is due on January 19, 2018.
- (d) \$157,500.00.00 is due on June 22, 2018.

Invoices will be issued to:

Client	JCPS
Attn:	Karen Moore
Address:	4425 Preston Highway
Address:	Louisville, KY 40213
Phone:	502-485-6605
Fax:	502-485-3817
Email:	Karen.moore3@jefferson.kyschools.us

Exhibit B
Materials Agreement for Leadership Team Members and Principals

The undersigned acknowledges that Criterion Education, LLC ("Criterion") established its NISL Executive Development Program (the "NISL Program") in order to provide states, school districts and schools, and associations with a world-class executive development program for school principals for elementary, middle and high schools and that the undersigned is participating in the NISL Program either as a member of a Leadership Team of the client identified below the signature line hereto (the "Client") or as a principal, other school leader, or administrator ("Principal") within that Client.

The undersigned further acknowledges and agrees for the benefit of the Client and Criterion as follows:

1. In connection with the undersigned's participation in the NISL Program on behalf of the Client, Criterion is providing the undersigned with certain printed or electronic materials (the "NISL Materials") and access to the a web site maintained by Criterion in connection with the NISL Program (the "NISL Web Site").
2. The NISL Materials, which include, without limitation, the content of the NISL Web Site, are the copyrighted property of Criterion and/or its licensors and may not be copied or otherwise reproduced without the express written permission of Criterion other than as follows: (i) the content of the NISL Web Site may be copied into the RAM of the computer in use by the undersigned as necessary to permit viewing on such site; (ii) if materials available on the web site are formatted as to be downloaded in electronic form, the undersigned may download such material to a computer under his or her sole control; or (iii) if materials on the web site are formatted so as to be printable, the undersigned may print copies of such materials only for his or her personal use in connection with his or her participation in the NISL Program. In no case may any Criterion Materials be distributed to any third party.
3. In no event shall the undersigned remove any copyright notices from the materials.
4. The NISL Materials are being provided to the undersigned solely in connection with his or her participation in the NISL Program as a designee of the Client and thereafter, if the undersigned is (a.) a member of the Leadership Team and, upon certification, will provide professional training in the NISL Program for Principals as requested by the Client, or (b.) as may otherwise be expressly agreed by Criterion. In the event that Criterion labels certain documents presented or developed in the course of training as "Tools and Take-Aways", the NISL Participants may use and distribute such specific documents within their schools or within their organizations in connection with implementing the lessons of the NISL Program.
5. The undersigned will in no event use the NISL Materials for any purpose other than as permitted under paragraph 4 above.
6. The undersigned will in no event give any third party access to any of the NISL Materials.
7. The undersigned understands and agrees that the NISL Web Site may be used only for lawful purposes. The undersigned will not use the NISL Web Site in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.
8. The undersigned agrees that in no event will it violate or attempt to violate the security of the NISL Web Site, including, without limitation, (a) accessing data not intended for the undersigned or logging into a server or account which the undersigned is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mailbombing' or 'crashing', (d) forging any TCP/IP packet

header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the undersigned is not entitled.

9. Upon any violation of this agreement (or upon any termination of the agreement between Criterion and the Client), Criterion may terminate the participation of the undersigned in the NISL Program, including the undersigned's authority to provide NISL Program training, in the case the undersigned is a member of a Leadership Team, and require that the undersigned promptly upon request from Criterion (i) return all hard copies of the NISL Materials in his or her possession to Criterion, (ii) destroy all NISL Materials held in electronic form only, and (iii) certify as to the return and destruction of such materials to Criterion.

10. The undersigned recognizes and acknowledges that Criterion is not responsible for any participant content posted to the NISL Web Site by third parties other than Criterion ("Third-Party Content") and that he or she may be exposed to Third-Party Content that is objectionable to the undersigned. In no event is Criterion responsible for such Third-Party Content. Notwithstanding the foregoing, the undersigned recognizes and acknowledges that Criterion shall have the right, acting in its sole discretion, to edit, delete, store or remove any content posted by the undersigned, or disclose such content to the extent required by law.

11. The undersigned represents and warrants that he or she is over least 18 years of age.

12. Criterion is providing the NISL Materials and access to the NISL Web Site to the undersigned in reliance upon the representations, acknowledgements and agreements of the undersigned contained herein.

IN WITNESS WHEREOF, the undersigned has executed this document as of the date indicated across from the signature line below.

By: _____
(Signature)

Print Name: _____

Date: _____

Client: **Jefferson County Public Schools**



NISL
NATIONAL INSTITUTE FOR
SCHOOL LEADERSHIP

Jefferson County Public Schools

Direct Delivery Executive Development Program (EDP) Cohort

2017-2018 Training Calendar PRIORITY SCHOOLS COHORT 2 - Exhibit C

Course	Unit	Dates	Times	Location
Course I World-Class Schooling: Vision and Goals	Unit 1: The Educational Challenge	Wed, 1-18-17	8:30 - 4:00	Gheens
		Thurs 1-19-17	8:30 - 4:00	
	Unit 2: The Principal as Strategic Thinker	Wed, 3-22-17	8:30 - 4:00	Gheens
		Thurs, 3-23-17	8:30 - 4:00	
	Unit 3: Elements of Standards-Aligned Instructional Systems	Wed, 4-19-17	8:30 - 4:00	Gheens
		Thurs, 4-20-17	8:30 - 4:00	
Course 2 Focus on Teaching and Learning	Unit 4: Foundations of Effective Learning	Wed, 6-7-17	8:30 - 4:00	Gheens
		Thurs, 6-8-17	8:30 - 4:00	
	Unit 5: Leadership in the Instructional Core - Part 1	Wed, 6-28-17	8:30 - 4:00	Gheens
		Thurs, 6-29-17	8:30 - 4:00	
	Unit 6: Leadership in the Instructional Core - Part 2	Wed, 7-19-17	8:30 - 4:00	Gheens
		Thurs, 7-20-17	8:30 - 4:00	
	Unit 7: Coaching for High Quality Teaching	Wed, 8-30-17	8:30 - 4:00	Gheens
		Thurs, 8-31-17	8:30 - 4:00	
Course 3 Sustaining Transformation through Capacity and Commitment	Unit 8: Promoting the Learning Organization	Wed, 10-18-17	8:30 - 4:00	Gheens
		Thurs, 10-19-17	8:30 - 4:00	
	Unit 9: Teams for Instructional Leadership	Wed, 11-8-17	8:30 - 4:00	Gheens
		Thurs, 11-9-17	8:30 - 4:00	
	Unit 10: Ethical Leadership for Equity	Wed, 11-29-17	8:30 - 4:00	Gheens
		Thurs, 11-30-17	8:30 - 4:00	
	Unit 11: Driving and Sustaining Transformation	Wed, 1-24-18	8:30 - 4:00	Gheens
		Thurs, 1-25-18	8:30 - 4:00	
	Unit 12: Final Case Simulation and Presentations	Wed, 2-21-18	8:30 - 4:00	Gheens
		Thurs, 2-22-18	8:30 - 4:00	

For more information, contact Todd Baldwin at the
National Institute for School Leadership
859.200.6372 | tbaldwin@nisl.net



NISL
NATIONAL INSTITUTE FOR
SCHOOL LEADERSHIP

Jefferson County Public Schools

Direct Delivery Executive Development Program (EDP) Cohort

2017-2018 Training Calendar PRIORITY SCHOOLS COHORT 3 - Exhibit D

Course	Unit	Dates	Times	Location
Course 1 World-Class Schooling: Vision and Goals	Unit 1: The Educational Challenge	Wed, 6-7-17	8:30 - 4:00	Gheens
		Thurs, 6-8-17	8:30 - 4:00	
	Unit 2: The Principal as Strategic Thinker	Wed, 6-28-17	8:30 - 4:00	Gheens
		Thurs, 6-29-17	8:30 - 4:00	
	Unit 3: Elements of Standards-Aligned Instructional Systems	Wed, 7-19-17	8:30 - 4:00	Gheens
		Thurs, 7-20-17	8:30 - 4:00	
Course 2 Focus on Teaching and Learning	Unit 4: Foundations of Effective Learning	Wed, 8-30-17	8:30 - 4:00	Gheens
		Thurs, 8-31-17	8:30 - 4:00	
	Unit 5: Leadership in the Instructional Core - Part 1	Wed, 10-18-17	8:30 - 4:00	Gheens
		Thurs, 10-19-17	8:30 - 4:00	
	Unit 6: Leadership in the Instructional Core - Part 2	Wed, 11-8-17	8:30 - 4:00	Gheens
		Thurs, 11-9-17	8:30 - 4:00	
	Unit 7: Coaching for High Quality Teaching	Wed, 11-29-17	8:30 - 4:00	Gheens
		Thurs, 11-30-17	8:30 - 4:00	
Course 3 Sustaining Transformation through Capacity and Commitment	Unit 8: Promoting the Learning Organization	Wed, 1-24-18	8:30 - 4:00	Gheens
		Thurs, 1-25-18	8:30 - 4:00	
	Unit 9: Teams for Instructional Leadership	Wed, 2-21-18	8:30 - 4:00	Gheens
		Thurs, 2-22-18	8:30 - 4:00	
	Unit 10: Ethical Leadership for Equity	Wed, 3-21-18	8:30 - 4:00	Gheens
		Thurs, 3-22-18	8:30 - 4:00	
	Unit 11: Driving and Sustaining Transformation	Wed, 4-25-18	8:30 - 4:00	Gheens
		Thurs, 4-26-18	8:30 - 4:00	
	Unit 12: Final Case Simulation and Presentations	Wed, 6-20-18	8:30 - 4:00	Gheens
		Thurs, 6-21-18	8:30 - 4:00	

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