

**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 Blue Daisy Consulting, LLC DBA Lead Your School (hereinafter "Contractor"), with its principal place of business at PO Box 9156, The Woodlands, Texas 77387.

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 shall provide the Fundamental 5 Embedded Staff Training, Elements of Effective Instructional Operations Support, and PowerWalks Instructional Observation System Training and Support to staff at Byck Elementary during the 2017-18 School year. Cost shall be \$60,500. During the 2018-19 School year, Contractor shall provide a Staff Inservice Presentation, Fundamental Leadership, and PowerWalks Instructional Observation System and Training to Byck Elementary Staff. Cost for services during 2018-19 shall be \$31,500. Dates of all trainings shall be agreed upon by the School and the Contractor. Lead Your School Service Proposal ver. 2.2: 2017/2019 is attached and incorporated herein by reference.

If during the term of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

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>\$92,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of approved receipt for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>SIG Grant</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 26, 2017 and shall complete the Services no later than June 1, 2019, 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 26, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 26-3626508

JEFFERSON COUNTY BOARD OF
EDUCATION

Blue Daisy Consulting, LLC DBA Lead
Your School
CONTRACTOR

By: _____

By: Sean M. Cain

Title: Martin A. Pollio, Ed.D.
Acting Superintendent

Title: Sean Cain
CEO

Cabinet Member: Brad Weston

BW
(Initials)



Service Proposal 2.2: 2017 / 2019

Byck Elementary School - JCPS

Lead Your School

Lead Your School

Service Proposal ver. 2.2: Byck Elementary School - JCPS (2017)

2017/2018 - \$60,500.00

1. Fundamental 5 Embedded Staff Training
 - a. Six campus training and support days (five embedded school day sessions) focused on increasing the frequency and quality of the Fundamental 5 instructional practices in all classrooms.
 - i. Training schedule
 1. Module 1 – Week of Inservice. Large group, 5-hour training (if multiple campuses, staff will be combined on this day).
 - a. Framing the Lesson
 - b. Fundamental Lesson Planning
 - c. Classroom Fundamentals: How to Get the Classroom to Work for Me
 2. Module 2 – Late August, embedded training, conducted during conference periods.
 - a. Power Zone and Recognition & Reinforcement
 3. Module 3 – September, embedded training, conducted during conference periods.
 - a. Frequent Small Group Purposeful Talk
 4. Module 4 – September, embedded training, conducted during conference periods.
 - a. Critical Writing
 5. Module 5 – October, embedded training, conducted during conference periods.
 - a. Facilitated Fundamental 5 classroom visits by staff
 6. Module 6 – November
 - a. Implementation support and consultation with campus leadership
 - b. Training materials and Fundamental 5 books for campus based trainees.
2. Elements of Effective Instructional Operations Support: Campus training series for leadership and instructional staff addressing the effective implementation of the district's scope and sequence, campus checkpoints, short-term data practices, and effective re-teaching practice.
 - a. On campus planning day with instructional leadership addressing the improved implementation of critical instructional infrastructure.
 - i. Summer, 2017
 - b. One on-campus sessions with campus instructional leadership addressing effective implementation of short-cycle common assessments and effective intervention practices.
 - i. Session 1: Mid Fall, 2017
 - c. Two on campus sessions with instructional leadership addressing ongoing and emerging issues that are impacting campus performance
 - i. Late Spring, 2018
 - ii. Early Summer, 2018
 - d. Includes training materials.
3. PowerWalks Instructional Observation System, Training & Support
 - a. Annual campus subscription
 - b. Four observer training days

Lead Your School

- Module 1 - The Formative Classroom Observation
 - 1. Late August
- ii. Module 2 - Building Classroom Observation Data Reports
 - 1. Late September
- iii. Module 3 - The Data Driven Coaching Conversation
 - 1. Late October
- iv. Module 4 – Facilitated staff coaching support
 - 1. Late Fall

2018/2019 - \$31,500.00

1. August TBD, 2018: Staff Inservice Presentation
 - a. The Power of Pacing
 - i. 90-minute presentation addressing the importance of adequate pacing for closing achievement gaps and improving student performance.
 1. Includes training materials for up to 50 participants
 2. Recommended time: 8:30am to 10:00am
 - b. Always Be Closing
 - i. 90-minute presentation addressing the advanced implementation of the initial Fundamental 5 Practice – Framing the Lesson
 1. Includes training materials for up to 50 participants.
 2. Recommended presentation time: 10:00am to 11:30am
 - c. Fundamental 5 Overview
 - i. 90-minute review of the Fundamental 5 and implementation strategies.
 1. Includes training materials for up to 50 participants.
 2. Recommended presentation time: 1:00pm to 2:30pm
2. Fundamental Leadership: coaching and mentoring for campus instructional leaders. Four embedded training and coaching sessions addressing enhanced Fundamental 5 Implementation, instructional planning and support, system communication, instructional observation, and instructional coaching.
 - a. Four campus sessions for the campus instructional leaders and campus selected participants.
 - i. Session 1 conducted in early September 2018
 1. Addressing Instructional Planning and Fundamental 5 Implementation (Frequent Small Group Purposeful Talk)
 - ii. Session 2 conducted in October 2018
 1. Addressing Instructional Support and Fundamental 5 Implementation (Critical Writing)
 - iii. Session 3 conducted in early December 2018
 1. Addressing Instructional Adjustments and Fundamental 5 Implementation (Recognition and Reinforcement)
 - iv. Session 4 conducted in Spring 2019
 1. Addressing Problem Solving and Instructional Rigor
 - b. Includes training materials.
3. PowerWalks Instructional Observation System & Training
 - a. Annual campus subscription
 - i. August 2018 to July 2019
 - b. Two observer training days
 - i. Day One – Calibration and Enhanced Implementation
 1. September or October 2018

Lead Your School

- ii. Day Two – PLC Extension
 - 1. October or November 2018

Campus Investment

Year One (2017 / 2018)	\$60,500.00
<u>Year Two (2018 / 2019)</u>	<u>\$31,500.00</u>
TOTAL	\$92,000.00

Payment Schedule to be Determined

District Approval Signature Date

Lead Your School Signature Date