

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 Corwin Press, Inc. (hereinafter "Contractor"), with its principal place of business at 2455 Teller Road, Thousand Oaks, CA 91320.

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 will provide a two-day coaching seminar to principals on Instructional Coaching. Seminar shall be delivered by Jim Knight on December 12-13, 2017. Cost shall be \$16,000. There shall be two additional days of Coaching Support and Implementation work with Peter DeWitt provided on dates to be agreed upon by the Contractor and the Board. Cost shall be \$15,000. Locations for all trainings shall be agreed upon by the Contractor and the Board. *SW*

In regards to Article XII (Contractor's Work Product), the Board acknowledges that Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program *SW*

books ("materials") used in conjunction with the services performed under this Contract and that no materials will be developed specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express permission of the Contractor.

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>\$31,000.00</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>NA</u>
Fund Source:	<u>Title II</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 9, 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.

To the extent permitted by applicable law, the Board agrees to hold harmless, indemnify, and defend contractor and its directors, officers, 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 members, agents and employees of the Board, in connection with the performance of this Contract. This provision survives termination of this Contract. JW

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)~~ sixty (60) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination. sw

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.

- H. Contractor shall not be liable to the Board for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure which shall include events of war, acts of terrorism, civil insurrection, floods, fire earthquake, explosion and acts of god. Contractor makes no implied warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

Sw

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 9, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 77-0260369

JEFFERSON COUNTY BOARD OF
EDUCATION

Corwin Press, Inc.
CONTRACTOR


By: _____

By: 

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

Title: Dave West
VP, Corwin Sales & Executive
Director

Cabinet Member: Dr. Martin A. Pollio


(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: Corwin Press, Inc. will provide education specialists for a two-day seminar based on Instructional Coaching and for two days of Coaching Support and Implementation work.

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.

Margie Eckerle

Print name of person making Determination

Administrator Recruitment & Development

School or Department

Margie Eckerle
Signature of person making Determination

8/1/17
Date

Corwin Press, 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

Proposal for Instructional Coaching Professional Development

Presented to the
Jefferson County Public Schools, KY

Prepared by:

Jennifer Peace

Senior Account Manager, PD Solutions

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jennifer.peace@corwin.com



Your Partner in Professional Learning

PART I: INTRODUCTION

My colleagues and I at Instructional Coaching Group have conducted research to identify the six essential domains (knowledge and skills) that need to be in place for instructional coaches to succeed. When any of these are missing, a coach's chances for success are significantly diminished. The domains are: (1) understanding how to work with adults (which we refer to as understanding the complexities of helping and the partnership approach, (2) understanding the coaching cycle, (3) understanding high-impact teaching practices, (4) understanding how to gather data and use video as a part of coaching, (5) effective communication skills, and (6) effective leadership skills. Each of these is explained in the workshops described below.

In addition to these workshops we suggest that coaches receive coaching (either face-to-face or through Skype) to help them with implementation of the knowledge and skills. To be effective, coaches need to know how to coach, and these workshops combined with ongoing support will provide coaches with the essential knowledge and skills they need.

Sincerely,
Jim Knight

PART 2: OPPORTUNITY

Corwin looks forward to the opportunity to partner with Jefferson County Public Schools in Kentucky to provide a comprehensive professional learning experience that supports and complements the district's vision and professional development planning for 2017 and beyond. This work can begin with two one-day (consecutive days) Instructional Coaching seminars by Jim Knight, for leveled principals in Jefferson County. Next steps after the initial training will be determined through a thorough Needs Assessment and District priorities.

Learning Forward asserts that the primary goals for professional learning are changes in educator practice and increases in student learning. This is a process that occurs over time and requires support for implementation to embed the new learning into practices. Those responsible for professional learning apply findings from change process research to support long-term change in practice by extending learning over time. They integrate a variety of supports for individuals, teams, and schools. Finally, they integrate constructive feedback and reflection to support continuous improvement in practice that allows educators to move along a continuum from novice to expert through application of their professional learning.

The following proposal describes the types of sessions that can be implemented over time along with implementation days to generalize the training beyond acquisition. This body of work can be customized to fit specific needs. Therefore, this is a fluid document that can be easily changed.

Instructional Coaching Kickoff Seminar and Follow-up Support

The Coaching Cycle and The Partnership Principles

Effective coaches need to understand how to relate to people and how to guide teachers to make significant improvements in the learning that occurs in their classes. This workshop introduces the partnership principles that underlie the instructional coaching model and the coaching cycle coaches can use to set student-focused goals, explain teaching practices, and support teachers until they and their students hit goals.

Specifically, the seminar addresses the following questions:

- What is instructional coaching and how does it differ from other forms of coaching?
- What can a coach do to foster commitment in others?
- What is the theoretical foundation of instructional coaching?
- Which communication strategies can a person use to build healthy relationships with other professionals?
- What are the various activities instructional coaches do (enrolling teachers, pre-conferencing, observing classes, modeling in and outside the classroom, and debriefing), and what are the effective ways in which they should be conducted? <
- What does research say about effective coaching practices?
- How can coaches build coherence and disseminate ideas across schools?

After the initial seminar days, follow-up support days can be provided for the team of coaches, to bring colleagues back together to share best practices and replicate those practices throughout the team, discuss and troubleshoot challenges, and plan for next steps.

Coaching Support/Implementation Days

The High Impact Professional learning program's implementation support provides coaches and administrators with the support they need to immediately implement Knight's Instructional Coaching impact cycle with fidelity.

Our implementation days can be used for feedback, instructional modeling, observations or other support as needed. Each implementation coach is an expert in the impact cycle and all of Knight's coaching tools and forms, as well as the other areas of the High Impact Professional Learning program, including High Impact Instruction strategies and the Unmistakable Impact system-label support. These seasoned educators will provide friendly accountability and will support your coaches with helpful suggestions that make all the difference in the successful implementation of a coaching cycle that makes a difference in teacher practice and student learning. Accountability and support produce tremendous results.

INVESTMENT AND SUGGESTED IMPLEMENTATION TIMELINE

Date	Description for Cohort 1	Investment
Dec 12, 13 and 2017 (two days)	Instructional Coaching Seminar <ul style="list-style-type: none"> Two-day seminar based on <i>Instructional Coaching</i>, delivered by Jim Knight. Includes all advance planning, two days of professional development support, and all travel expenses 	\$16,000.00
TBD	Coaching Support/Implementation Days <ul style="list-style-type: none"> Two days of Coaching Support and Implementation work with Peter DeWitt Includes all advance planning, two days of professional development support, and all travel expenses 	\$15,000.00
	Materials	
TBD	Required Materials <ul style="list-style-type: none"> <i>Impact Cycle</i>, \$39.95. Discounted price: \$31.46 	\$TBD
TBD	Required Materials <ul style="list-style-type: none"> Instructional Coaching Manual, \$25.00 	\$TBD
	Estimated Shipping and Handling	\$TBD
IMPLEMENTATION COST		\$31,000.00

Please note: Investment above includes Shipping and Handling for books and resources. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin if books are needed sooner than that. Any applicable taxes will be included at the time of invoice; tax exempt forms should be included with PO and signed contract. Resources and books will be invoiced separately from professional development services. This proposal for services is intended to be a working document and is subject to change based on client needs.

CONTACT INFORMATION

I look forward to working together to design a solution to meet your professional learning needs!

Jennifer Peace, *Senior Account Manager, PD Solutions*
jennifer.peace@corwin.com
 805.358.5013