

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 NWEA (hereinafter "Contractor"), with its principal place of business at 121 NW Everett Street, Portland, Oregon 97209.

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 10 days (20 sessions) of Professional Learning and Product Training for Measures of Academic Progress (MAP Growth) Assessment Suite to District MAP Leads. Contractor and the Board shall agree upon dates and locations of all trainings. Measures of Academic Progress (MAP Growth) Assessment Suite, Jefferson County Public Schools, Cost Proposal: Professional Learning and Product Training 2017-2018 is attached and incorporated herein by reference.

With respect to Article XII, Contractor's Work Product, the Board acknowledges that in providing services in this Contract, the Contractor may utilize certain pre-existing materials and other

intellectual property to which the Contractor owns the intellectual property rights. Nothing herein shall affect the ownership of such pre-existing intellectual property. To the extent the Contractor includes any Board specific information in any versions of any such materials provided the Board under this Contract, the Contractor will not provide that information or those versions of such materials to any other entity.

In regards to Article XIV, should the Board require an inspection and audit of any records related to the performance of this Contract, the location to provide all documents shall be mutually agreed on by the Board and Contractor at that time.

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>\$25,000.00</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 August 23, 2017 and shall complete the Services no later than August 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 August 23, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 93-0686108

JEFFERSON COUNTY BOARD OF
EDUCATION

NWEA
CONTRACTOR


By: _____

By:  _____

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

Title: Geri Cohen
Sr. VP & CFO

Cabinet Member: Dr. Carmen Coleman


(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: NWEA is the sole owner of Measure of Academic Progress (MAP) Professional Development program that will be provided to the District's MAP Leads in schools.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: _____

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.

Wendy Lueke

Print name of person making Determination

Curriculum Management

School or Department

Wendy Lueke
Signature of person making Determination

Date

8/16/17

NWEA

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



Measuring What Matters

Measures of Academic Progress (MAP Growth) Assessment Suite
Jefferson County Public Schools
Cost Proposal: Professional Learning and Product Training 2017-18

Below, you will find our proposed pricing information and structure for Professional Learning. Following the pricing table, we have detailed each workshop for your review. Please note that the PD plan is our recommendation for a successful expansion in a district of this size, however, we are open to discuss your unique needs and thoughts on a successful rollout. The schedule of workshop days will be determined jointly between NWEA and JCPS.

| Professional Learning and Product Training | Quantity | NWEA List Price | JCPS Discount Price | JCPS Total Price |
|--|----------------------------|------------------|---|------------------|
| MAP Administration Training Workshop | 4 sessions 2 days total | \$3,500/per day | \$2,500/per day | \$5,000.00 |
| MAP Administration Training for Leaders Workshop | 4 sessions 2 days total | \$3,500/per day | \$2,500/per day | \$5,000.00 |
| Essential Reports for Teachers Workshop | 6 sessions 3 days total | \$3,500/ per day | \$2,500/ per day | \$7,500.00 |
| Essential Reports for Administrators Workshop | 6 sessions 3 days total | \$3500/ per day | \$2500/ per day | \$7,500.00 |
| | | | | |
| | | | TOTAL 2017-18 Professional Learning and Product Training | \$25,000 |

Detailed descriptions of the Professional Learning and Product Training to be provided by NWEA:

| Title of Workshop: | Workshop Details: |
|--|--|
| MAP Administration Training | <ul style="list-style-type: none"> ▪ School Based MAP Lead/Test Coordinators ▪ Includes proctor training and MAP overview ▪ 40 Participants ▪ Intended Audience: School MAP and Teacher Leads (new to MAP) ▪ Suggested- 2 participants per school ▪ 3- hour, half day sessions ▪ Scheduled prior to 1st MAP Growth Administration |
| MAP Administration Training for Leaders | <ul style="list-style-type: none"> ▪ Includes an overview of what School MAP Lead will receive in their workshop ▪ MAP overview for Leaders ▪ Intended Audience: District Leadership and School Leadership (new to MAP) ▪ 40 Participants per Session ▪ 3-hour, half day sessions ▪ Scheduled prior to 1st MAP Growth Administration |
| Essential Reports for Teachers | <ul style="list-style-type: none"> ▪ Reviewing key MAP Growth reports ▪ Interpreting and applying the data ▪ Intended Audience: School MAP and Teacher Leads ▪ 2 participants per school ▪ 40 Participants per Session ▪ 3-hour, half-day session ▪ Delivered after the first test administration |
| Essential Reports for Administrators | <ul style="list-style-type: none"> ▪ Reviewing key MAP Growth reports ▪ Interpreting and applying the data ▪ Intended Audience: School administrators ▪ 2 participants per school ▪ 40 Participants per Session ▪ 3-hour, half-day session ▪ Delivered after the first test administration |