

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 E3: Education, Excellence, & Equity (hereinafter "Contractor"), with its principal place of business at PO Box 151562 San Rafael, CA 94915.

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 Professional Development (PD) for Equity in the Classroom Instruction for up to 50 teachers and administrators. Location of all PD sessions shall be agreed upon by the Contractor and the Office of Diversity, Equity and Poverty. E3: Education, Excellence & Equity Proposed Scope of work for Jefferson County Public Schools 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>\$32,000</u>
Progress Payments (if not applicable, insert N/A):	<u>October 27, 2017; March 2, 2018; April 27, 2018</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title II, Part A</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 27, 2017 and shall complete the Services no later than June 1, 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 September 27, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 20-2693584

JEFFERSON COUNTY BOARD OF
EDUCATION

E3: Education, Excellence, & Equity
CONTRACTOR

By: _____

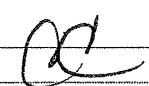
By: 


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

Title: Dr. Juan Carlos Arauz
Executive Director

Cabinet Member: Dr. Carmen Coleman

John Marshall


(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 Specialist for professional development to teachers and administrators within the Archdiocese of Louisville

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 Moore

Print name of person making Determination

Gheens Grants and Awards

School or Department

Karen Moore
Signature of person making Determination

9-6-12
Date

E3: Education, Excellence & Equity

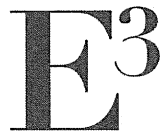
Name of Contractor (Contractor Signature Not Required)

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



EDUCATION - EXCELLENCE - EQUITY

Proposed Scope of Work for Jefferson County Public Schools

Executive Summary

E3 presents the following proposal to **Jefferson County Public Schools**. The key to E3's approach is to blend high expectations with cultural proficiency implemented seamlessly. Through our asset-based tools and trainings, participants will gain a greater understanding of the equity issues as well as aligning strategic initiatives along all three organizations. Ultimately, we transform how individuals experience institutions and how institutions experience individuals.

Objectives – This process will help participants & organizations develop:

- A common language to guide conversations about equity that can be shared among the team in order to achieve equity
- An established community of practice consisting of tools and resources to specifically implement equity into one's work at both the individual and team level
- Increased capacity for educators to provide authentic assessment
- Develop educators ability to provide deeper learning for students utilizing equity tools & strategies

Outcomes – The following results can be expected:

- Increased student academic achievement and decrease in student behavior records
- Individualized engagement strategies for each student
- Individualized score for innovation, adaptability, critical analysis, communication & teamwork
- Increased student and teacher satisfaction

Scope of Work Summary:

- **Provide 2.5 Art of Master Educator Institute (September)**
 - Community Leaders & Youth share insights for educators through panel discussion
 - Youth lead educators through community asset based mapping exercise
 - E3 facilitator trains educators how to implement E3 tools
 - E3-Louisville cohort to present implementation findings in April 2018
- **Provide follow up training session for following tools (October, March, April)**
 - Provide license Identify educators to provide training to implement the ESAT during student orientation process and provide coaching to implement ESAT and analysis of the ESAT scores as it relates to the student's academic and attendance records
 - Provide license and coaching for implementing the EIT focused on creating 100% engagement in a culturally relevant approach
 - Provide license & support School Leadership in utilizing EET protocol for decision making processes and identifying one's bias
- **Increase awareness to wider Louisville community through various activities (October, March, April)**
 - 2 hour introductory training for educators with intention to generate registration for June 2018
 - Webinar & Meet-Ups utilized as coaching sessions to support educators implementing E3 tools
 - Evening Spoken Word Performance for educators/youth



EDUCATION - EXCELLENCE - EQUITY

PROFESSIONAL DEVELOPMENT

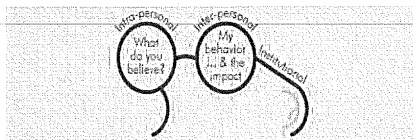
Proposed TimeLine	Service	Outcome: <i>How will we know?</i>	Published Cost
Sept. 27-29	<ul style="list-style-type: none"> 2.5 day institute: <ul style="list-style-type: none"> Community Leaders share insight on day one during panel presentation Youth lead an asset based community mapping illuminating Cultural Resilience Facilitator trains how to implement E3 tools 	<ul style="list-style-type: none"> Participants learn how to implement data analysis tool and assessment tool 	\$12,000.00
Sept.	<p>LICENSE & CURRICULUM</p> <p>EIT License & Training</p> <ul style="list-style-type: none"> 3 webinar coaching sessions to implement PLC curriculum of the EIT <p>ESAT License & Training - Advisory</p> <ul style="list-style-type: none"> 3 webinar coaching sessions to implement the license of the ESAT assessing the 5 skills <p>EET License & Training – Leadership Team</p> <ul style="list-style-type: none"> 3 webinar coaching sessions to implement the license of the EET <p>Book Study & Meet ups</p> <ul style="list-style-type: none"> 4 sessions to review book study of Teaching to Transgress and Hillbilly Elegy 	<ul style="list-style-type: none"> By implementing EIT, the data analysis identifying student engagement strategies for all students will demonstrate increased student engagement By implementing diagnostic tool translating life experiences into academic skills will demonstrate increased student academics By implementing critical reflection tool, adults will demonstrate increased comfort with equity dialogues as a restorative practice 	\$5,000.00
Oct. 25-27 March 1-2 Apr. 26-27	<ul style="list-style-type: none"> 1.5 day institute fall follow up: This session focuses on what the participant has identified as their project based on their work plan that encompasses initial implementation of the tools provided from the institute. 1.5 day winter follow up: This session focuses on the progress of the participant's project that implement the tools provided from the institute. Includes a follow up webinar 1.5 day spring follow up: Participants will design presentations of their project(s), and for those who successfully complete the program and are officially recognized as alumni. 	<ul style="list-style-type: none"> Participants are able to demonstrate progress on their benchmarks of implementing E3 tools as a result of 3 site visit with E3 facilitator and 3 day long training 	\$15,000.00

TOTAL: \$32,000.00



EDUCATION - EXCELLENCE - EQUITY

EQUITY EMPOWERMENT TOOL



DESCRIPTION

This tool empowers individuals to have a critically reflective practice while cognizant of their socially constructed environment. Conflicts arise and are human nature. Too often, as individuals we find ourselves with a sense of discomfort when these conflicts arise in diverse settings. For example, we may find ourselves asking why a particular experience did not have the intended outcome "I thought I knew him/her and somehow we had a misunderstanding." Our conflict resolution approach is to acknowledge that there is more to personality differences and/or styles but that actually we all operate in a world filled with assumptions/biases that interfere with the personal relationship. Our four step process is based on the Critical Pedagogy Framework.

The Critical Pedagogy Framework (C.P.F.) focuses on developing individual responsibility within a social context and is built upon the work of Dr. Alma Flor Ada's & Dr. Paulo Freire's who address issues of power, equity, and social justice in the context of teaching and learning. This is best utilized during or after an experience when there has been a misunderstanding & miscommunication also known as a "*choque*,"* cultural collision. *Choque is a term coined by Dr. Gloria Anzaldua as a cultural collision between more than one culture and their value systems. This creates a version of reality that can create a tension of navigating both realities at one time. The challenge is within the social construction of power dynamics as those in power often do not recognize the level of impact in the same manner as those with less power.

PROGRAM OUTLINE

- Level 1 & 2 is focused on a self-reflective practice & transparency tool for planning
 - a. ***Critical Self-Reflection Guide & Transparency Guide***
- Level 2 is focused on how to have effective dialogues when there is "choque"
 - a. ***Social Bias Reduction Guide***
- Level 3 is focused on how to facilitate dialogues in a diverse group setting
 - a. ***Epistemological dialogue for critical pedagogues***

How Dynamics of Inequities manifest		
Intra-personal	Inter-personal	Institutional
Personal beliefs (experiences or passed on)	Individual/group behavior (covert/overt)	Systemic inequities (Is water is wet for fish?)



EDUCATION - EXCELLENCE - EQUITY

Transforming how students succeed in school and how educators engage students **(EIT) Engagement Identification Tool:**

DESCRIPTION

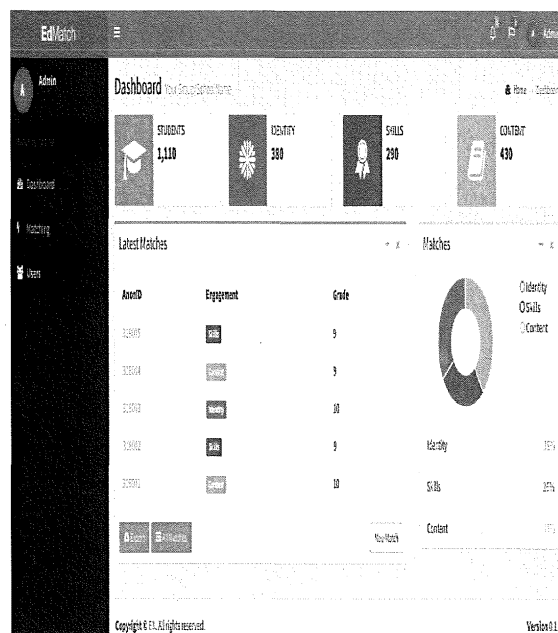
Most campuses are eager to enhance their system so that it successfully matches the right intervention to meet the needs of each student. Research recommends that in order for students to achieve academic success, educators who provide these three items are most successful. These are: (1) Ensure students receive content in a culturally relevant manner¹ (2) Provide students the necessary skills to access the content² (3) Develop a nurturing and connected relationship with a caring person on campus.³ E3's unique training and tools provides recommendations for effective engagement strategies specific to the needs of each student, which allows campuses and service providers to be more efficient in allocating their limited resources.

HOW IT WORKS

- Data is collected (quarterly/semester) on 12 variables and used to generate each student's score. Students are classified into three bands indicating the student's level of college readiness and the recommended engagement strategy.
- During the workshops, faculty will be led through a process to facilitate them in distinguishing particular strategies that are most appropriate for any particular student.

Based on the profile of students, three strategies are provided:

1. **Identity Engagement:** This is based upon the successful *relationship* between student & instructor. The Instructors/professors can use this engagement strategy to build the student's self-esteem.
2. **Skills Engagement:** This is based on *rigor*. Instructors/professors can use this engagement strategy to explicitly build and challenge necessary skills and form habits of scholarship.
3. **Content Engagement:** This is based upon how *relevant* the content is to the student. Instructors/professors can use this engagement strategy to build student's knowledge base while making connections between what is being taught to what they already know.



¹ A threat in the air: How stereotypes shape intellectual identity and performance Steele, C.M. (1997) American Psychologist, 52. 613-629.
How can race cause health inequities if it doesn't exist scientifically, Unnatural Causes... Is inequity making us sick. 2008.

² http://rpgroup.org/sites/default/files/Student_Support_Redefined-Six_Success_Factors_Poster-Fall_2013.pdf The Research & Planning Group for California Community Colleges

³ The Silent Epidemic: Perspectives of High School Dropouts, Bill & Melinda Gates Foundation, March 2006,



EDUCATION - EXCELLENCE - EQUITY

(ESAT) Educational Strengths Assessment Tool:

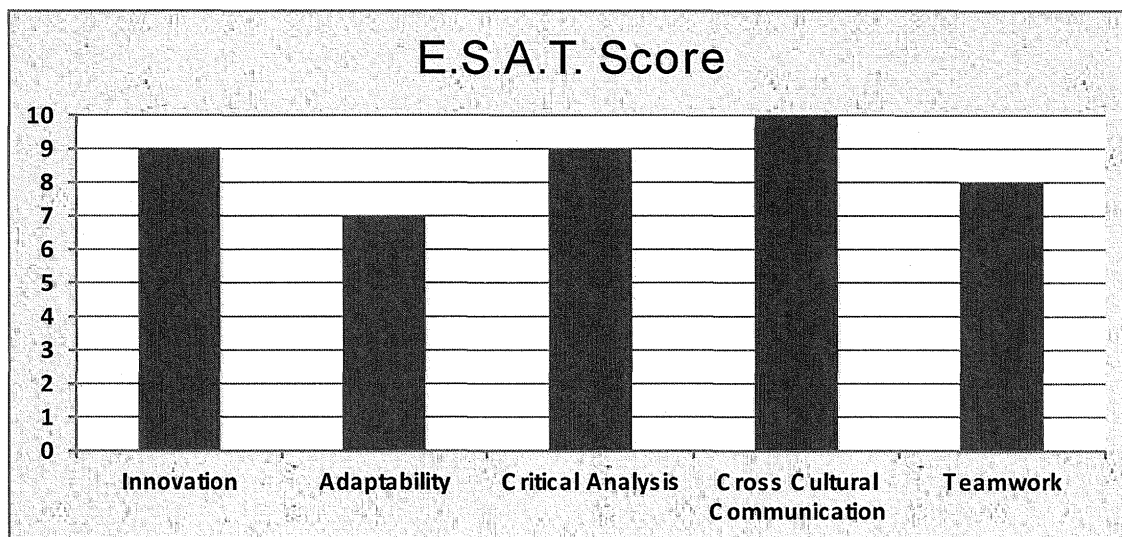
DESCRIPTION

This qualitative assessment determines what a student's extra-academic strengths are based on their diverse life-skills and how those skills can translate into academic success in the classroom as well as become the foundation for students to develop essential 21st century skills: *innovation, adaptability, critical analysis, cross-cultural communication, and teamwork*.

Educational institutions & corporations have acknowledged the need for individuals to demonstrate a proficiency in these skills.⁴ Research on resiliency proposes that resilient individuals who rise above challenges also adapt quickly to new circumstance thriving in constant change and most importantly expect to bounce back.⁵ "Cultural Resiliency" is what we call the competencies (inner strengths) acquired through diverse life experiences that often come from a difficult environment.⁶

HOW IT WORKS

- Workshop format: quantitative data is collected and analyzed through interactive activities that include: an auto-ethnography, creative writing, spoken word, and a digital story (I-movies) project.
- To determine a student's level of five essential competencies, data is collected through the project. A scale from 0%-100% indicates the level of competency in each of these areas as acquired through personal, social and cultural experiences.



⁴ Global Achievement Gap, Tony Wagner, 2008, and Partnership for 21st century skills

http://www.21stcenturyskills.org/index.php?option=com_content&task=view&id=254&Itemid=120

⁵ Building Resilience, Kenneth Ginsburg, 2011, The Resiliency Advantage, 2005

⁶ Resource Guide: Cultural Resilience, Joyce Strand & Robert Peacock, Tribal College Journal, v14 n4 p28-31 Sum 2003 Jaula de Oro, Dissertation JuanCarlos Arauz 2007