

**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 Center for Teaching Quality, Inc. (hereinafter "Contractor"), with its principal place of business at 605 West Main Street Suite 207, Carrboro, North Carolina, 27510.

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 (CTQ) will provide Cultivating Communities for Impact (CCI) training for two (2) cohorts, up to 15 JCPS teacher leaders per cohort, to be selected by the office of the Professional and Deeper Learning Department, in order to prepare the JCPS teacher leaders to create and sustain Virtual Learning Communities within JCPS. The CCI training will consist of weekly webinars and other virtual discussions that will take place after school hours on dates and times to be mutually agreed upon by Contractor and the Professional and Deeper Learning Department. Cultivating Community for Impact is attached and incorporated herein by reference. The cost of each teacher leader taking part in the training shall be \$1000.

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>Not to exceed \$30,000</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 and Title II</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on February 14, 2018 and shall complete the Services no later than May 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 February 14, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 04-3606319

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Center for Teaching Quality, Inc.
CONTRACTOR

By: _____

Title: Barnett Berry
CEO

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: _____

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

State the type of service: Educational Consultant

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.

Tara Isaacs

Print name of person making Determination

Professional Learning

School or Department

Tara Isaacs

Signature of person making Determination

1/2/2018

Date

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



JCPS Cultivating Communities for Impact

Cultivating Communities for Impact (CCI) is a customizable learning experience that introduces cohorts of educators to the power of virtual networks and blended learning. CCI is platform agnostic, flexible to the needs of each cohort, and grounded in CTQ's nearly two decades of experience building and sustaining networks of solutions-focused educators.

Trained coaches, who are also practicing teachers or administrators, facilitate the experience, helping individuals in the cohort build capacity to engage with and lead communities of learning using digital platforms. By the end of this experience, individuals will understand how to build communities for learning and leadership using online networks for synchronous and asynchronous collaboration.

Guiding purpose statement for Jefferson County, Kentucky

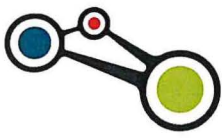
Leadership is most powerful when placed in the context of daily work and focused on a clear purpose. In JCPS, CTQ will support the training of two cohorts of 15 participants each. This purpose of each cohort will be the following:

To prepare up to 30 teachers in two groups of 15 as Virtual Community Facilitators. The training will prepare the facilitators to support educators in Jefferson County teachers in virtual professional learning communities, as well as educators pursuing one or more performance assessment micro-credentials from these two stacks: [Basic Performance Assessment](#) and [Advanced Performance Assessment](#).

JCPS and CTQ have been building the capacity of teacher leaders to support deeper learning for several years. These 30 teachers will join more than 40 other JCPS facilitators trained as Virtual Community Facilitators using this curriculum, dramatically increasing JCPS's capacity for teacher-led deeper learning in the future.

Guiding belief statements

1. **Partners are co-creators.** No two CCI experiences will be the same because each partner personalizes the curriculum to meet his or her learning needs and objectives.
2. **Participants have agency to direct their own learning.** Learning experiences are not created by information and experience flowing one way. When learners exercise agency, potential leaders become active leaders.

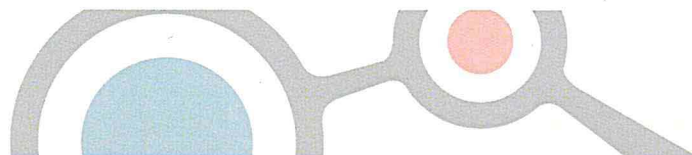


3. **Virtual communities catalyze change.** Virtual communities have the capacity to challenge, encourage, inspire, and catalyze change within individuals, communities, and systems.
4. **Collaboration is crucial for positive change.** Finding collaboration time face-to-face is difficult in today's school systems; therefore, effective leaders engage with colleagues virtually to create positive change
5. **Educators have untapped capacity.** Teachers, administrators, and coaches will design solutions to pressing problems and inequities if given supports and space to collaborate.
6. **Collective leadership is powerful.** Within complex systems, collective leadership—teachers and administrators leading together—is more powerful than individual leadership.

Success factors

CTQ recommends the following guidelines for CCI cohorts to optimize the experience for participants and the impact they can have in their schools and district following the series.

1	Cohorts should have fewer than 20 participants for deep learning and engagement.
2	Participants should have a clear understanding of why they were selected for this experience, and their time should be honored . This support could take the form of credit hours, compensation, or access to opportunities including leadership positions and/or micro-credential submission.
3	Participants should be willing and able to contribute a minimum of 20 hours over the course of the CCI experience. This includes individual participation on discussion threads and collaborative participation in webinars and other synchronous activities.
4	Participants need consistent access to a high-speed Internet connection as well as hardware that includes video and audio capacities. Mobile phone access may be sufficient for some activities, but offers only a limited experience for synchronous webinars.
5	Participants should expect to commit to a 9 to 11-week time frame (minimum). They should be provided with at least two weeks of notice before the launch.
6	Cohorts should end before winter holidays and before May/June timeframe. If this is not possible, anticipate a break from synchronous webinars in favour of asynchronous work during the winter and summer holidays.



OVERVIEW OF MODULES & SEQUENCE

Module	Commitment	Goals and Objectives
Welcome Thread (asynchronous participation)	March 2018 90 min synchronous 30 min asynchronous	Individual introductions syllabus and beliefs shared Compass Points protocol shares (as introduction, not for completion) Confidentiality agreement and norms shared Reminder of commitments (time, participation, etc.) Outcome: all participants have successfully participated on asynchronous platform and shared a person introduction (minimum)
1. Launch Webinar	[Week of] March 5-9 90 min synchronous 30 min asynchronous	Participants, coaches, and partner lead discuss norms, expectations and cohort's purpose and belief statement. Participants and Partner Lead are introduced to Compass Points work styles for reflection. Purpose Map tool is introduced to serve as guiding document for course. Homework: Respond to asynchronous discussion threads.
2. Community Challenges	{Week of} March 12-16 90 min synchronous 30 min asynchronous	Participants reflect on different challenges that arise in professional development AND in collegial collaboration AND in leveraging digital platforms. Begin to brainstorm ways to solve problems in professional learning and community. Facilitation experience is introduced and framed within the constructivist approach. Directions given for signing up. Asynchronous chat is introduced. Homework: Sign up for facilitation experience topic and partner.
3. Andragogy	[Week of] March 19-23 90 min synchronous 30 min asynchronous	After reading, watching, and listening to resources provided, participants reflect on the shifts they should make when planning for adult collaboration and learning compared to planning for students. Participants discuss the mindsets, considerations, and perspectives necessary to facilitate and lead adult collaborative experiences using digital platforms. Participants practice productive discussion on asynchronous platform. Some participants sign up to facilitate an asynchronous discussion thread for practice.
4. Effective Facilitation	[Week of] March 26-30 90 min synchronous 30 min asynchronous	Group reflects on learning from asynchronous chat in a number of ways: discussing content of adult learning, platform of asynchronous discussions (challenges and benefits), learning from crafting a question and facilitating a thread. Invite guest speakers from JCPS VOICE to share experience and how it has impacted practice. First two groups each facilitate their planned discussion.
5. Strategic Leading	[Week of] April 2-6 90 min synchronous 30 min asynchronous	Participants will explore the concept of teacher leadership. If teachers see themselves as leaders with agency, they will more readily plan for change and impact both within and beyond the classroom. [Option] An accomplished teacher leader is invited to share his/her experiences with group. Two more groups facilitate planned discussion Homework: Discussion on teacher leadership (option for participant(s) to facilitate)



6. Strategic Planning 1 Forming Specific Purpose	[Week of] April 9-13 90 min synchronous 30 min asynchronous	Participants return to the Purpose Map and reflect on where they are in the collective goals. They begin to think about their individual role and challenge within the collective purpose. This may result in pairs or teams creating a small shared challenge/solution or may result in individuals completing it themselves. Two more groups facilitate planned discussion. Homework: Complete Purpose Map for yourself or with pairs/team. Solution needs to reflect ownership of a piece of the group's collective purpose and solution.
7. Strategic Planning 2 Community Challenges & Andragogy Revisited	[Week of] April 16-20 90 min synchronous 30 min asynchronous	Share Purpose Maps with the group (digital gallery walk) for feedback. Coach introduces Strategy Guide and facilitate work session to understand outreach and thinking about audience first before planning collaboration and/or learning experience. Final two groups facilitate planned discussion. Homework: Complete Strategy Guide. Discussion on community challenges that arose during this experience and how they were solved.
8. Leading through Action: Micro-credentials Part I	[Week of] April 23-27 90 min synchronous 30 min asynchronous	Participants will review the value proposition for micro-credentials. An "expert" in the field will share the anatomy of the micro-credential, the process for submission and review, and answer questions about the current status of micro-credentials in schools and districts across the nation. Homework: Study CCE's six micro-credentials on performance assessment.
9. Leading through Action: Micro-credentials Part II	[Week of] April 30-May 4 90 min synchronous 30 min asynchronous	Participants will take ownership of a Virtual Facilitation Playbook for supporting teachers submitting portfolios for micro-credentials. The playbook includes tips and strategies for supporting teachers. This collaborative document will serve as a facilitation guide. This last session will serve as the launch for supporting teachers in their efforts. Participants will reflect on the entire CCI experience.

Engagement structure and costs

CTQ will provide facilitated support for a cohort of up to 30 JCPS educators from February 2018 to May 2018. Cohort participants receive:

- Live facilitation support as they move through modules specified above;
- Personalized coaching support as needed for performance tasks that advance their learning during CCI (e.g., facilitation exercises);
- Access to technology tools to support virtual collaboration, including webinar, video conference, or other platforms;
- Electronic copies of all materials and tools used in the CCI training, and permission for their future use (with attribution to CTQ); and
- Ongoing support for one year following CCI to continue developing competencies as a VCO.





CENTER FOR TEACHING QUALITY

We note that while those aspects of our work together will be consistent with our prior work with JCPS VOICE, the curriculum will require substantial tailoring and expansion to meet the district's micro-credentialing goals. As a result, we are not able to offer the same level of discounts for the CCI experience. Costs are \$1,000/participant, for a total of \$30,000 for two cohorts of 15.

We understand you have budget constraints, and want to ensure we work with you craft a plan that will make the best possible use of available resources. Of course, we can simply reduce the size of this cohort to fit within a total cost of \$30,000 and proceed with this scope of work. Alternately, we can strategize about how to leverage the capacity we've already built together with prior cohorts. That might look like a blend of shared planning activities and some very targeted additional training and support for members of prior cohorts.

The CTQ team is available for a call the week of January 1, 2018, if you wish to discuss options further, but hope that this memo at least provides a more precise jumping-in point for that additional thinking and conversation to be productive.

