

**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 the University of Louisville Research Foundation, Inc., a Kentucky nonprofit corporation (hereinafter "Contractor"), with its principal place of business at 300 East Market Street Suite 300, Louisville, KY 40202.

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 cause the University of Louisville Center for Instructional and Behavioral Research in Schools (CIBRS) to (1) develop and produce bound hard-copies of comprehensive pedagogical toolkits for six specific topical areas, (2) develop and provide initial validation of a tool for assessing teacher fidelity with topical area skills, (3) develop training presentations and perform initial training of trainers via an initial round of professional development workshops. JCPS Disproportionality Corrective Action Plan is attached and incorporated herein by reference.

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>\$551,425.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Monthly progress payments, payable within 30 days of receipt of approved invoice for services provided.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>CEIS Grant</u>

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ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on February 14, 2018 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.

The University of Louisville Research Foundation, Inc. (ULRF), as an agency of the Commonwealth of Kentucky, although vested with sovereign Immunity, is subject to the Board of Claims Act, KRS 49.010 through 49.180. Claims against ULRF and its agent CIBRS acting for ULRF relating to personal injury or property damage may be filed and decided under the provisions of that Act. Contractor agrees to To the extent permitted by said Act, ULRF will 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 itself, in connection with the performance of this Contract. To the extent permitted by said Act, 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.

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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. Any action or claim against Contractor arising from, under or pursuant to this Contract shall be brought under the Board of Claims Act, KRS 49.010 through 49.180. Any action or claim against the Board arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court. Bp
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- 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: 61-1029626

JEFFERSON COUNTY BOARD OF
EDUCATION

UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION, INC.
CONTRACTOR

By: _____

By: Barbara Sells 1/31/18

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

Title: Barbara Sells
Associate Director, OSPA

Cabinet Member: Carmen Coleman

CC

(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: Education Specialist

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.

Erin Rainey

Print name of person making Determination

Academic Achievement 5

School or Department

[Signature]
Signature of person making Determination

2/1/18
Date

U of L Research Foundation, 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

Jefferson County Public Schools
Disproportionality Corrective Action Plan

Submitted by Terry Scott and Amy Lingo

University of Louisville

for its

Center for Instructional and Behavioral Research in Schools (CIBRS)

The purpose of this project is to (1) develop and produce bound hard-copies of comprehensive pedagogical toolkits for six specific topical areas, (2) develop and provide initial validation of a tool for assessing teacher fidelity with topical area skills, (3) develop training presentations and perform initial training of trainers via an initial round of professional development workshops.

Deliverables

Development of Pedagogical Toolkits

Topical Areas

Content will be developed to create toolkits for each of the following topical areas:

1. Formative Assessment
 - Checks for understanding ranging from brief & non-graded (informal, quick) to more formal and graded. This will also include cooperative/student-to-student assessment and reciprocal teaching
2. Teacher Clarity
 - Explicit instruction, modeling, worked examples, scaffolding, authentic examples, example sequencing and non-examples, direct instruction
3. Feedback as a Result of Engagement
 - Individual/group, specific and timely feedback, using engagement and OTR as vehicles for increasing teacher feedback
4. Modes of Instruction & Student Practice
 - Guided learning, independent practice, cooperative practice, spaced vs masses practice, direct instruction, mastery learning, reciprocal teaching, problem solving, concept mapping
5. Self-Reflection & Assessment
 - Self-report, peer assessment, formative assessment, goal setting, coaching
6. Classroom Systems
 - Good behavior game, group contingencies, contingency contracting, common goals

Toolkit Composition

Each toolkit will be developed as a paper binder to be delivered to all persons involved in initial training and training of trainers activities. The toolkits will include the following components:

1. Introduction to the topic/skill area
 - Logic
 - Research
 - Basic descriptions and definitions
 - What, when, why, how often, how

2. Examples of the topics/skills
 - A range of 4-6 very detailed examples
 - Across age and content areas
 - Diagrams, pictures, and graphics to clarify procedures
3. 10 Simple Strategies
 - Each module includes 10 simple strategies that teachers can implement in their own classroom
 - Directions for each with examples
 - Assessments for each
4. Self-Assessment Tips
 - Suggestions and resources for self-assessment
 - Suggestions for peer assessment and coaching
 - Suggestions for goal-setting
5. Resources
 - A list of additional content from books, articles, web-sites, etc.

Fidelity Assessments

A walk-through style assessment will be developed for use by teachers, peer assessment partners, administrators, or others. This instrument will be brief and will consist of simple “look for” items rather than actual measures. However, data on actual rates of these behaviors will be collected as part of the development process as a means of creating meaningful criteria for observation. This process will involve the following activities:

1. Develop operational definitions of key teacher skills/behaviors
2. Create measurement protocol and train observers
3. Obtain multiple observations to create norms of observed teacher behaviors
4. Compare results with research-based recommendations in the literature
5. Develop initial walk-through instrument with suggested criteria per item
6. Pilot instrument, analyze data, iterative revision of instrument
7. Collect data for analysis of reliability and psychometric properties
8. Train JCPS trainers in how to use

Training of Trainers

The training of JCPS trainers will occur in the context of actual professional development training. In these initial training sessions JCPS-identified trainers will work with UofL project staff to implement all phases of the training. As trainings continue these JCPS trainers will gradually take on the lead trainer role. We see this process as requiring the following:

- Step 1: Meetings with JCPS trainers to discuss the content and process of training
- Step 2: Practice training sessions with JCPS trainers
- Step 3: Conduct professional development with JCPS teachers – using JCPS trainers as co-presenters with UofL staff
- Step 4: Gradually move JCPS trainers into lead trainer role with second round of professional development trainings

Timelines

The following is a proposed timeline for completion of all deliverables:

Deliverable	Timing (no later than)
Toolkit #1:	60 days after funding
Toolkits #2-4	March 15, 2018
Toolkits #5-6	May 1, 2018
Train observers to reliability	February 15, 2018
Collect norming data	March 15, 2018
Pilot instrument	March 1, 2018
Analyze psychometric properties	April 15, 2018
Train JCPS trainers in how to use instrument	April 30, 2018
Finalized training package trained with JCPS trainers	May 10, 2018
First cohort of professional development	May 15, 2018
Second cohort of professional development (JCPS trainers lead)	May 30, 2018

Budget Justification

Personnel

Drs. Terrance Scott and Amy Lingo will serve as Co-Principal Investigators (PIs). Each will commit 15% FTE to this project to coordinate all activities and provide editorial oversight and approval of all content. Lori Norton-Meier will commit 15% FTE to assist with research related to literacy. Fringe benefits are calculated for faculty at a rate of 28.5%.

Hourly workers will fill roles associated with data collection and performing editorial duties. This involves hiring 4 persons to assist with the collection of norming data, one of whom will take the role of coordination and reliability (\$20/hr) and three of which will do the actual observations (\$15/hr). The Editorial Assistant will coordinate the development of the physical Toolkits, binding, and distribution and will be paid a rate of \$25/hr. All hourly workers receive fringe for FICA and ACA at a rate of 15%.

Contractual

Personal Services Contracts (PSCs) will be written for five nationally recognized doctoral-level experts to develop the content for all six Toolkits. These persons will be paid a rate of \$200/hr for writing content descriptions, definitions, specific examples, assessments, and resources. In addition to writing, these persons will provide consultation on walk-through development, consultation on data analysis, the development of training activities and content, and reviews of training modules. We anticipate 100 hours of work from each of these person over the course of this project.

Supplies and Travel

Supplies are necessary for the development of the Toolkits, the norming process, and the development of training materials. This includes the purchase of handheld devices to use in norming observations and the actual paper and binders necessary for the production of toolkits. Local travel is necessary only for mileage between norming school sites for the coders. Additional travel will be used to bring all national experts to Louisville during the first month of the project to create a collaborative plan for completing all tasks within the timeline.

Training

Cost associated with training include facilities rental, material production, and food for participants. We anticipate 4 such trainings as we build training capacity for the JCPS trainers.

Indirect Costs

The University of Louisville's facilities and administration rate for on campus research is calculated at 54%.

2017-2018 BUDGET

PERSONNEL

SALARIED PERSONNEL

2017-2018

Terrance M. Scott, Co-PI (12 month)	15%	26,088
Amy Lingo, Co-PI (12 month)	15%	22,470
Lori Norton-Meier	15%	15,425
Fringe @ 28.5%	28.5%	18,235
TOTAL SALARIED PERSONNEL		82,218

HOURLY WORK

Baseline Classroom Assessment Coding - \$20/hr		24,000
Hourly Coder Cadre (3 persons) - \$15/hr		54,000
Editorial Assistant - \$25/hr @ 30 hours per week		21,000
Hourly fringe (FICA @ 7.65%)	15.00%	14,850
TOTAL HOURLY		113,850
TOTAL PERSONNEL		196,068

CONTRACTUAL

PERSONAL SERVICES CONTRACTS - National Experts

Todd Whitney (Reading)	20,000
Karen Karp (Math)	20,000
Kay Stevens (Behavior)	20,000
TBA	20,000
TBA	20,000
TOTAL PERSONAL SERVICE CONTRACTS	100,000

SUPPLIES/TRAVEL

Handheld devices	3,000
Travel - mileage between school sites	6,000
Travel for all writers to have initial meeting in Louisville	8,000
Toolkit binders and materials	15,000
TOTAL SUPPLIES/MATERIALS COSTS	32,000

TRAINING

Facilities rental	20,000
Food	10,000
TOTAL TRAINING COSTS	30,000

DIRECT COSTS

358,068

INDIRECT (on campus research)

54%

193,357

TOTAL COSTS

551,425