

**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 SupportEd (hereinafter "Contractor"), with its principal place of business at 11468 Meath Dr., Fairfax, VA 22030.

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:

SupportEd will assist in the planning and development of an EL Master Plan to encourage the district-wide shared responsibility to educate English Learners and support their academic success. Staff from SupportEd will visit JCPS for initial observations, and lead project development work with weekly and bi-weekly virtual meetings. SupportEd will provide an overview of project phases and timelines. Additional services include SupportEd led discussions and interviews, EL Master Plan drafting, revisions, and final draft adoptions. Services are further described in the "JCPS Scope of Work" document that 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>\$75,000</u>
Progress Payments (if not applicable, insert N/A):	<u>\$10,000 paid September 28th, 2018,</u> <u>\$20,000 paid November 15th, 2018, \$20,000</u> <u>paid February 15th, 2019 \$25,000 paid</u> <u>May 31st, 2019</u>
Costs/Expenses (if not applicable insert N/A):	<u>Included in Contract Amount</u>
Fund Source:	<u>Title III</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 26th, 2018 and shall complete the Services no later than May 31st, 2019, 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. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. 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 26th, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 27-5548844

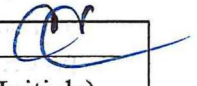
JEFFERSON COUNTY BOARD OF SupportEd LLC
EDUCATION CONTRACTOR

By: _____ By: 

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

Title: Diane Staehr Fenner, Ph.D.
President, SupportEd LLC

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 Specialist / 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.

Elisha Beardsley, Ph.D.

Print name of person making Determination

JCPS ESL Department

School or Department

Elisha Beardsley, Ph.D.

Signature of person making Determination

8/24/18

Date

Diane Staehr Fenner, Ph.D.

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
Scope of Work (Revised)
Submitted August 23, 2018

Overview

Jefferson County Public Schools (JCPS) has been experiencing double digit English learner (EL) growth for the past five years. At the end of the 2017-18 school year, the district educated more than 9,000 ELs in a district of just under 100,000 students. JCPS is exploring the possibility of creating a master plan to encourage the district-wide shared responsibility to educate ELs and support their academic success. The master plan would be short, focused, digestible, and actionable with focused recommendations for ensuring that all teachers and administrators advocate for ELs and share an equal sense of responsibility for their education. The master plan would also include recommendations and options for professional development as well as increasing meaningful EL family engagement. The plan would also contain a companion document or an appendix of additional data (e.g., interview data and public comments on the plan).

In this proposal, SupportEd will describe its vision for services it is poised to provide, outline company capabilities, and share relevant technical assistance provider bios. Table 1 outlines potential dates, services, and objectives. 1 outlines proposed tasks, descriptions of those tasks, tentative dates for completion of each task, and a fee for each task.

Table 1. Tasks, Descriptions, Tentative Dates, and Fee

Task	Description	Tentative Completion Dates	All-Inclusive Fee
Initial observations	Have kickoff planning virtual meeting; Teddi Predaris to then observe instruction and conduct interviews and/or focus groups with key staff at the elementary, middle, and high school levels as well as key central office staff: 3 days total of observations by Teddi Predaris. SupportEd staff member to join Teddi to take notes from interviews and focus groups. Teddi to deliver short verbal debrief each day and provide 1-2 page report of general take-aways that will inform the master plan.	September – October 2018	\$10,000
Project management	Conduct weekly or bi-weekly virtual meetings with key JCPS and SupportEd staff (Teddi and/or Diane Staehr Fenner). SupportEd to share meeting notes with JCPS following each meeting.	September 2018 – April 2019	\$5,000

Task	Description	Tentative Completion Dates	All-Inclusive Fee
Planning, data analysis, and preparation	<p>SupportEd to provide an overview of project phases and timeline. Determine makeup of Master Plan internal and external groups.</p> <p>Review the following to inform the Master Plan:</p> <ul style="list-style-type: none"> • EL student achievement on state content assessments by English language proficiency level • ACCESS for ELLs data, including percent of ELs who reach proficiency each year • EL enrollment, growth, and graduation rates • JCPS initiatives that will complement the Master Plan • Relevant State and Federal Laws and regulations • Jefferson County Board Rules • Other districts' EL Master Plans (e.g., Clark County, Oakland, LAUSD, Syracuse City School District) • Current relevant EL District policy <p>SupportEd to provide a crosswalk table of similarities between these documents that will inform the content of the Master Plan.</p>	October - November 2018	\$10,000
Discussion and interviews	<p>SupportEd to propose a draft Table of Contents for the Master Plan.</p> <p>SupportEd to facilitate face-to-face informational meetings with internal and external groups to review the draft components of the Master Plan, including facilitated dialogue with principals and district leadership. EL parents will be included in the meetings with interpreters provided by JCPS to ensure the topic of EL family engagement is addressed. Teddi Predaris to facilitate one two-hour meeting each with the internal and the external group with a SupportEd note-taker present. SupportEd to share preliminary findings from meetings that might affect the JCPS budget.</p>	November 2018 – December 2018	\$10,000
Master Plan drafting	SupportEd to provide a first draft of the Master Plan. This first draft will only contain content and	January – early February 2019	\$15,000



Task	Description	Tentative Completion Dates	All-Inclusive Fee
	will highlight recommendations that have budget implications. Graphics will be added to final draft once the content is approved.		
Revision	<p>Teddi to conduct one two-hour informational meeting each with the internal and external groups to share the first draft of the Master Plan and obtain feedback. SupportEd will supply a note-taker to these meetings. To have a transparent and inclusive process to increase buy-in, SupportEd will share the draft plan with “critical friends” as well as release it for public comment via an online survey. SupportEd to compile findings from critical friends and public comment period.</p> <p>Based on feedback from the various groups, SupportEd to make revisions, and provide a final draft of the Master Plan. SupportEd to produce a succinct Master Plan of no more than 20 pages with engaging visuals and graphics. An appendix to the Master Plan will contain information useful to JCPS such as interview data and public comments.</p> <p>Master Plan Committee reviews final draft of the Master Plan.</p>	February - April 2019	\$15,000
Final draft	SupportEd to finalize Master Plan based on remaining Committee and JCPS recommendations.	May 2019	\$10,000
Approval	Master Plan is submitted to JCPS Board for approval.	TBD	n/a
Optional: Implementation	Provide consultation and analysis each year of Master Plan implementation	TBD	TBD
All-inclusive total fee for project			\$75,000

Company Capabilities

SupportEd, LLC, a woman-owned small business located in Fairfax, VA, provides multiple services to support the achievement of ELs. Such services include technical assistance, standards creation and revision, English learner curriculum review and creation, assessment creation and analysis, and



professional development. Recent clients whose English Learner Master Plans we have revised or created include the Los Angeles Unified School District and the Syracuse City School District. Other technical assistance and professional development clients include the American Federation of Teachers, the National Education Association, the Smarter Balanced Assessment Consortium, several Local Education Agencies, several State Education Agencies (e.g., Florida, Illinois, Massachusetts, New York), TESOL International Association, and the U.S. Department of Education. SupportEd staff leverage experience as district ESOL/Bilingual directors and administrators, teachers, researchers, and professional developers. SupportEd staff bring experience in conducting focus groups, developing and analyzing needs assessments, producing clear technical writing, and designing and implementing bilingual and ESOL programs.

Key Staff Bios

Two key SupportEd staff members – Diane Staehr Fenner and Teddi Predaris – will conduct the tasks outlined in Table 1. Their bios are below.

Diane Staehr Fenner, Ph.D. is the president of SupportEd. She will serve as the project director. At SupportEd, Diane serves as project lead for all the team's work and communicates directly with clients. Some recent projects include developing a suite of five blended EL professional development modules for the National Education Association, creating a set of English language proficiency standards for adults and an online training module for the U.S. Department of Education in partnership with the American Institutes for Research, revising the P-12 Professional Teaching Standards for TESOL International Association, and providing ESOL program support and technical assistance to the Syracuse City School District (NY). Diane is an author of four books, a blogger on EL instructional strategies for the Colorín Colorado website, and a frequent keynote speaker on EL education at conferences across North America. Diane was a research associate at George Washington University's Center for Excellence and Equity in Education, spent a decade as an ESOL teacher, dual language assessment teacher, and ESOL assessment specialist in Fairfax County Public Schools, VA, and taught English in Mexico and Germany. Diane earned her Ph.D. in Multilingual/Multicultural Education with an emphasis in Literacy at George Mason University. She earned her MAT in TESOL at the School for International Training and her Masters in German at Penn State University.

Theodora (Teddi) Predaris, M.A., M.S., is a Senior Consultant at SupportEd and will serve as project manager and lead ESOL administrative consultant. Teddi was the lead SupportEd consultant who provided key insights and input on content of the newly revised LAUSD Master Plan for ELs and Standard English Learners. She also played a lead role in providing support to the Syracuse City School District to create its Three-Year Strategic Plan. Teddi has also provided research support to a national study on dual language program implementation and policy in partnership with the American Institutes for Research. As director of Office of Language Acquisition and Title I in Fairfax County Public Schools, Teddi developed, implemented, and supervised successful Dual Language Immersion, ESOL, World Languages and Title I programs. During her twenty-four-year tenure in FCPS, former limited English proficient students who had become English proficient performed at or above the level of their other English proficient peers on state assessments in language arts, mathematics, science, and social studies. Teddi



has served as an expert panel member on numerous projects for the U.S. Department of Education. Prior to her tenure in Fairfax, she was the assistant director of the national information center on English learner education, the National Clearinghouse for English Language Acquisition (NCELA – formerly National Clearinghouse for Bilingual Education). Teddi has taught ESOL and Spanish in the US and abroad and holds a B.A. from Duke University in Spanish and Secondary Education, an M.S. in Applied Linguistics from Georgetown University, and an M.A. from Middlebury College in Spanish Language, Literature and Culture.

Diane Staehr Fenner
President, SupportEd, LLC