

**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 Kentucky State University (hereinafter "Contractor"), with its principal place of business at 400 East Main Street, Frankfort, KY 40601.

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 implicit bias training during the 2018-19 school year. The Kentucky State University Center for Research in the Eradication of Education Disparities proposal is attached and incorporated herein by reference. The proposal outlines a learning approach that will provide training to approximately 6,000 district teachers and leaders identified by the JCPS District. Date and locations of these sessions shall be agreed upon by the Contractor and the Office of Diversity, Equity and Poverty Programs.

With respect to Article XII (Contractor's Work Product) the Board acknowledges that all intellectual property created, developed, produced, utilized or otherwise provided by the Contractor or subcontractor pursuant to this Contract (collectively, "Intellectual Property") shall be owned by the Contractor or subcontractor and the Contractor or subcontractor will have exclusive rights thereto. The Contractor or subcontractor hereby grants to the Board a non-transferable, non-exclusive terminable right to use the Intellectual Property during the 2018-19 school year. The Board, its members, agents and employees shall have no right to modify, share, distribute, market, transfer, sublicense, encumber, rent or sell the Intellectual Property.

### 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>\$255,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Payments will be made within 30 working days of the Board receiving an approved invoice for services performed</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on January 9, 2019 and shall complete the Services no later than May 31, 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.

To the extent permitted by law, 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. To the extent permitted by law, 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 January 9, 2019.

Contractor's Social Security Number or Federal Tax ID Number: 61-1099712

JEFFERSON COUNTY BOARD OF  
EDUCATION

KENTUCKY STATE UNIVERSITY  
CONTRACTOR

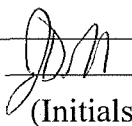
By: \_\_\_\_\_

By: 

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

Title: M. Christopher Brown II  
President

Cabinet Member: 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: 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.**

John D. Marshall

Print name of person making Determination

Diversity, Equity and Poverty Programs

School or Department

John D. Marshall

Signature of person making Determination

1/2/19

Date

Kentucky State University

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



# CENTER FOR RESEARCH IN THE ERADICATION OF EDUCATION DISPARITIES KENTUCKY STATE UNIVERSITY

## INTRODUCTION

The Center for Research in the Eradication of Educational Disparities (CREED) is designed to determine solutions ensuring high-quality instructional practices in all classrooms. This effort will create professional learning and support services teachers and leaders across the country can access to facilitate high-quality teaching and learning experiences. Professional learning is specifically designed to support equity-based instructional strategies to meet the needs of all students. Our services include but are not limited to, effective school planning, instructional strategy development and implementation, principal leadership development, equity-based practices, and school turnaround services. Our consultant team is well versed in educational practices offering over 32 years of professional experience. We seek opportunities to facilitate sustainable change through effective practices.

## OVERVIEW

The Kentucky State University's Center for Research in the Eradication of Educational Disparities (CREED) is pleased to submit this proposal to provide professional learning to address Implicit Bias on behalf of Jefferson County Public Schools (JCPS). We recognize JCPS is dedicated to ensuring access and opportunity for all students within the district. Addressing the need to remove barriers specifically through professional learning will ensure schools have the capacity to minimize or remove bias in the teaching and learning process. The proposal will outline a cohort/school-based learning approach that will eventually provide training to approximately 6,000 district teachers and leaders. We will utilize onsite engagement, distance learning, as well as a train the trainer professional learning approaches to ensure the implementation of sustainable practices. The following is a brief outline of services The Center for Research in the Eradication of Educational Disparities (CREED) will offer the Jefferson County Public Schools.

**Objective:** Jefferson County Public Schools has identified the need for professional learning ensuring access and opportunities for all students. Specifically, JCPS has identified the need for training in the area of Implicit Bias as part of the district's plan to remove barriers and establish equity-based instructional practices.

- Provide professional learning in the area of Implicit Bias to approximately 6,000 employees in the district.
- Provide onsite, distance learning, and a Train the Trainer model professional learning approaches to support district capacity for implementation.
- Deliver a cohort/school based model supporting the professional learning of district teachers and leaders.
- Create engaging learning opportunities for participants through face to face and online instructional environments
- Provide progress monitoring to support the distance learning services

## OUR PROPOSAL

### Execution Strategy

Our strategy for delivery incorporates proven professional learning methodologies incorporating high yield adult learning strategies as well as effective distance learning strategies to build capacity. The project deliverables include a year-one implementation as articulated in the bid for service delivery.

## Project Deliverables

The following table outlines the specific deliverables associated with this proposal.

Deliverable	Description
Distance learning	Asynchronous modules will provide interactive learning experiences supporting individual and cohort/school-based learning. The learning modules will provide self-paced learning opportunities. The four essential modules offered in year one is organized to provide the participant ample time to complete the learning objectives. Each module will span a period of 3 – 5 weeks. Activities and/or quizzes will be used to assess acquired content knowledge. Participants must complete the modules with 80% proficiency to move to the next module. The Learning Management System (LMS) will support a high volume of participants in each module.
Train the Trainer	District leaders will be identified at the end of year one to participate in two-day training on implicit bias facilitation and support.
Learning Management System	CREED will provide the learning management system for all distance learning sessions. The LMS will support high volumes of participants engaged in all four modules. Access to the LMS includes computer, tablet, and other mobile devices. The LMS will provide progress and completion status reports.

## Workshop Online Modules

### Understanding Implicit Bias

Schools across the Commonwealth are full of well-intentioned individuals—administrators, teachers, and paraprofessionals—who desire to make a difference in the lives of boys and girls in schools everywhere. Yet scores for years have either declined or at best remained flat. What is the cause of this? It is estimated that the human brain is capable of processing 11 million bits of information every second. It is believed that implicit mental associations arise outside of our conscious awareness, that do not align with our explicit beliefs and stated intentions—Implicit Bias! It is this unconscious bias, if recognized and confronted will make a difference in the lives of boys and girls in schools across the Commonwealth and the nation. This workshop will provide participants with an in-depth introduction to implicit bias, the research, practicality and a variety of ways it manifests itself in schools and classrooms.

### Implicit Bias and Its Effect on Learning

The large corpus of research on Implicit Bias has identified a number of various identities that trigger biases: race, gender, ethnicity, age, LGBTQ, size, etc. So, when an administrator, teacher, hall monitor, etc. harbors these biases, and they see a student misbehaving, that student will receive harsher penalties than those students who do not fit these categories; their papers will be scrutinized closer, and they usually will not be treated as respectful as other students (according to the research)! This all have deleterious impacts on the academic performance of students and it destroys their positive attitude toward school. There are microaggressions, stereotype threats, and overt discrimination that results from Implicit Bias. In this workshop, participants will be exposed to those unconscious (and maybe conscious) activities that affect student learning and strategies for avoiding these negative behaviors will be given



## Implicit Bias: Race, Gender, & “Otherness”

Three areas where Implicit Bias really manifests itself in schools are race, gender and LGBTQ. In a recent statewide study in Ohio, the intersectional examination of Implicit Bias showed discipline disparities. In similar studies examining LGBTQ populations, these students were often relegated to the status of “otherness”. This workshop will examine how Implicit Bias creates barriers for females in STEM, males in traditionally female occupations, etc.

## Overcoming Implicit Bias

There are several ways suggested in the research on overcoming and alleviating the ravishing and deleterious effects of Implicit Bias. Banaji [n.d.] states the first steps most clearly when he stated, “The first step to defeating our hidden biases is to be honest with ourselves about the blind spots we have. Having a bias is only human. The only shame is in making no effort to improve.” The research then suggests: Education and Training; Intergroup Contact, Mindfulness Meditation, counter-storytelling. This workshop will incorporate all of these strategies. Simply put, “Implicit Bias is like a habit that can be broken through a combination of awareness of implicit bias, concern about the effects of that bias, and the application of strategies to reduce bias” (Devine, Forcher, Austin, & Cox, 2012, p. 1267).

## Supplied Material

The following materials are to be supplied by JCPS to support the Implicit Bias professional learning service delivery. The Kentucky State University's Center for Research in the Eradication of Educational Disparities (CREED) to meet the project milestones. The material must be supplied on schedule. Due dates are included in the following table.

Materials to be supplied by JCPS to support the Implicit Bias professional learning service delivery.
A list of schools willing and committed to participate in the Equity Institute on Implicit Bias and subsequent professional learning to support implementation. This should include a list of individual participants. This will help with enrollment.
The number of teachers and leaders assigned to cohorts/schools.
Identify the number of district leaders to participate in a cohort.

*\*We cannot be responsible for cost overruns caused by client's failure to deliver materials by agreed-upon due dates.*

## PRICING

The following table details the pricing for the delivery of services outlined in the proposal.

Service Delivery – 2019 (Year One)	Price
Implicit Bias Professional learning design, specific to JCPS Needs <ul style="list-style-type: none"> <li>• Cohort/School online module development</li> <li>• Online/Face to Face facilitation training for JCPS Administration Cohort</li> </ul>	\$55,000.00
Four online cohort-based learning modules <ul style="list-style-type: none"> <li>• Understanding Implicit Bias</li> <li>• Implicit Bias and Its Effect on Learning</li> <li>• Implicit Bias: Race, Gender, &amp; "Otherness"</li> <li>• Overcoming Implicit Bias</li> </ul> Participant progress reporting including completing rates	\$140,000.00
Train the Trainer Introductory Session <ul style="list-style-type: none"> <li>• District leader identification (cohort team)</li> <li>• Two-day Implicit Bias training: facilitation and support</li> </ul> Three online coaching sessions (to be determined by JCPS)	\$60,000.00
<ul style="list-style-type: none"> <li>• Total Costs</li> </ul>	\$255,000.00

## CONCLUSION

We look forward to working with JCPS to support the Implicit Bias professional learning service delivery. If you have questions on this proposal, feel free to contact Dr. Roger Cleveland at your convenience by email at [Roger.Cleveland@kysu.edu](mailto:Roger.Cleveland@kysu.edu) or by phone at 502-597-6902. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

The Center for Research in the Eradication of Educational Disparities (CREED)  
Kentucky State University

Roger Cleveland, Ed.D., Director