

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 EL Education (hereinafter "Contractor"), with its principal place of business at 247 W 35th Street, 8th Floor, New York, NY 10001.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide professional learning, virtual Professional Learning Communities (PLCs), and coaching for Academic Instructional Coaches and Language Arts teachers from Olmsted Academy North, Olmsted Academy South, and Knight Middle Schools to support the implementation of the EL Education 6-8 English Language Arts curriculum. There shall be a one (1) day of onsite launch session delivered on August 7, 2019. Six (6) virtual PLCs shall be provided during the 2019-2020 academic year. Contractor shall provide classroom walk-throughs and follow-up professional learning at all three middle schools. The EL Education Scope of Services is attached in incorporated herein by reference. Dates and locations of the virtual PLCs, walk-throughs and follow-up professional

learning shall be agreed upon by the Contractor and the Assistant Superintendent of School Turnaround.

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>\$23,160</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days receipt of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>NA</u>
Fund Source:	<u>SIG</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 17, 2019 and shall complete the Services no later than June 30, 2020, 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 July 17, 2020.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

EL Education
CONTRACTOR

By: _____

By: _____



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

Title: Kemi Akinsanya Rose
Chief Operating Officer

Cabinet Member: Devon Horton



(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

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.

Dr. Nathan Meyer

Print name of person making Determination

Assistant Superintendent Accelerated Improvement Schools

School or Department

[Signature]
Signature of person making Determination

6/28/19
Date

El Education

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 Services Proposal

EL Education is a leading K-12 education non-profit at the forefront of an ambitious movement to set a higher bar of achievement for America's public schools.

EL Education provides partners with a coordinated set of resources and support to ensure sustained implementation and results. Developed from our highly successful work with schools, our portfolio of resources include: rigorous, intensive K-8 curriculum, classroom tested teacher resources and practical, inspiring professional learning, strategic planning and coaching that focus on leaders and teachers.

Our portfolio of professional services for districts focus on meeting the higher bar of national standards, deepening student engagement and transforming teaching and learning to lead to high student achievement.

Services Outline:

- **Professional Institutes:** In our institutes, adult learning is active and engaging, modeling the same instructional strategies that teachers will use with their students. Our approach combines institutes of 1-3 days in duration with school-based follow-up coaching and continued strategic planning sessions tailored to the needs and contexts of schools and districts. These services are bundled together in a comprehensive plan to support successful implementation of our curriculum.
- **Strategic Planning:** Our partnership model starts with focused strategic planning conversations with school and district leaders. These discussions inform the design of the professional learning plan and occur at critical points in the partnership. This plan provides a goal-based framework for the partnership and a clear path for monitoring progress and adjusting the plan to ensure clarity and alignment with school/district needs. These planning sessions are customized and occur with expert EL Education staff members and school/district leadership teams.

- **Virtual Professional Learning Communities:** Impactful curriculum implementation is achieved as the result of a firm commitment from school/district leadership to ongoing guidance and support for teachers. Our Virtual Professional Learning Communities (PLCs) are collaborative online sessions during which all participating teachers meet virtually with their EL Education coach. The cohort will meet six (6) times throughout the year via web-conferencing tools to deepen their understanding of the curriculum, develop and share implementation strategies, and collaborate to continue to support each other. Each 90-minute convening includes supportive post-work that provides teachers with an immediate application of the learning, and can include completion of brief follow-up online courses, video-based coaching, and other practices designed to support teacher practice growth.
- **Personalized Coaching:** Our experiences partnering deeply with schools for over 20 years has proven that new learning is best followed up with targeted, personalized coaching. Your EL Education coach will meet with grade-level leads four (4) times throughout the school year to provide personalized coaching, collaborative problem-solving strategies, and support transference of knowledge to classroom practice and help build staff capacity.
- **Access to Online Courses:** Participants and school leaders will have unlimited access to online courses created by our team of experts that are specifically designed to support them throughout the implementation of the curriculum. These offerings include introduction to the curriculum courses for teachers of grades K-5 and 6 - 8, and school leadership courses that provide strategies and best practices for supporting teachers as they implement.
- **Your Curriculum Companion:** A school set of Your Curriculum Companion: The Essential Guide To Teaching the EL Education K-5 Language Arts Curriculum, is provided for every participating school, offering a guided look at curriculum design and essential instructional practices, along with tools and resources to support implementation.

This following scope of services proposal provides an overview of our School Implementation Support Plan, and includes costs and a potential partnership configuration.

Scope of Services - Assumes 37 total participants across three schools

Services	Details of Services	Pricing
Launching the Curriculum	This full day onsite launch session will help participants develop a deep understanding of the EL Education 6-8 curriculum modules and supporting resources, and how to plan for an effective implementation.	\$6,600 (Up to 50 participants)
Virtual Professional Learning Communities (6 sessions, 90 minutes each)	Each collaborative 90-minute session, facilitated by the dedicated EL Education Professional Learning Specialist, will focus on a key learning to support teachers as they implement the curriculum. <ul style="list-style-type: none"> Participants will have the opportunity to work with colleagues in breakout groups during the session, and then come together to share their learnings and the strategies they collaboratively developed. All sessions will include a follow-up activity designed to give teachers authentic application of the learning. 	\$6,000 (Up to 50 participants across 3 schools schools)
Classroom Walkthroughs and PD Session	The dedicated EL Education Professional Learning Specialist will conduct walkthroughs of participating classrooms and note best practices and areas in which teachers may need additional support. This data will inform the agenda for the professional development session delivered in the afternoon.	\$10,500 (1 full day with corresponding professional development)
Introduction to the EL Education 6-8 Language Arts Curriculum Online Course	The <i>Introduction to the EL Education 6-8 Language Arts Curriculum Online Course</i> supports teachers of the grade 6-8 as they implement the curriculum throughout the year. Teachers will have access to this six-hour course through the 2019-2020 school year to develop a deeper understanding of the curriculum and best practices for implementation. The content and videos are a powerful resource teachers can reference throughout the year, even after they have completed the course.	N/A (Access for up to 50 users per school)
		Total: \$23,160