

## 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 Big Picture Company, dba, Big Picture Learning (hereinafter "Contractor"), with its principal place of business at 325 Public Street., Providence, RI, 02905.

### 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 school and program design, curriculum adaptations, staff selection process, and implementation support services such as parent, business and community engagement programs for Liberty High School, Georgia Chaffee TAPP, Minor Daniels Academy and Breckinridge Metropolitan High School. Services shall include expert design, education, training and support services for the faculty and administrator. The work shall consist of three phases: 1) school program design, 2) faculty and staff education and training, and 3) implementation support and coaching. JCPS Proposal to Provide School/Program Design and Implementation Support Services 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>\$107,500</u>
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Funds</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, 2019.

Contractor's Social Security Number or Federal Tax ID Number: \_\_\_\_\_

JEFFERSON COUNTY BOARD OF  
EDUCATION

Big Picture Company, dba, Big Picture  
Learning  
CONTRACTOR

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

By: M.R. Brezler

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

Title: M.R. Brezler  
Chief Operating Officer

Cabinet Member: Carmen Coleman

C.C.  
(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: The education model of Big Picture Learning has been designed exclusively by the co-founders of Big Picture Company.

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

State the type of service: \_\_\_\_\_

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.**

Carmen Coleman

Print name of person making Determination

Academic Services Division

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

7-3-19

Big Picture Company, dba, Big Picture Learning

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

## PROPOSAL TO PROVIDE SCHOOL/PROGRAM DESIGN AND IMPLEMENTATION SUPPORT SERVICES

### OVERVIEW

Big Picture Learning (BPL) will provide design and implementation support services for four Jefferson County Public Schools from July 2019 through June 2020. While this proposal represents one year of design and implementation support, a four year commitment to design and implementation is proposed and recommended. These services will enable the school leadership teams of *Liberty High School*, *Georgia Chaffee TAPP*, *Minor Daniels Academy* and *Breckinridge Metropolitan High School* design and implement true student-centered learning experiences for all students, especially students who have not thrived in traditional school settings -- "at-promise" students. As part of this work, we hope to accomplish two objectives: 1) help transform learning in JCPS to be more student-centered by launching Big Picture Learning academies, and 2) redesign and develop effective research-based programming and practices that will improve outcomes for all (and especially at-promise) high school students in JCPS.

BPL defines and tracks the success of its students beyond conventional measures of student achievement. Our focus on long-term outcomes for students is reflected in what we've learning from our alumni in a [longitudinal study](#) conducted by researcher Dr. Karen Arnold at Boston College (2015). With over 90% of BPL students accepted to colleges (2 and 4-year colleges), we emphasize the importance of creating opportunities and access to post-secondary options for all students. Approximately 88% of students who choose not to attend college had full-time employment, and 74% of those students secured their employment through contacts from their high school internships. These trends ring true in our network of schools as we believe in the power of social networks as a bridging link to access to careers.

### PROPOSED APPROACH AND OVERVIEW OF METHODS

BPL will provide expert design, education, training, and support services for the faculty and administrators of participating JCPS high school teams. These school teams will exercise high levels of decision making as they design and implement innovative practices within each school. The innovative practices will be designed around the BPL distinguishers including personalization and advisory, real world and project-based learning and authentic assessments. Critical to the success of these innovations is two conditions: 1) that school teams have high levels of choice and ownership of their innovation, and 2) that each school team utilizes a student-centered design approach.



We see three phases for effective academy/program development: 1) school enculturation and design, 2) Faculty and staff education and training, and 3) Implementation support and coaching. The school enculturation and design phase provides an opportunity for schools to elect to join the BPL network. It often includes opportunities to experience and explore the BPL design through school visits, conference participation and self-assessment through school success studies. Critical to this process is identifying the staff who can champion (school principal) and lead this work (assistant principal and two teachers). During the faculty and staff education and training phases, the school team focus on aligning guiding principles (mission, vision and values) with practice. Using the BPL 10 distinguishers, schools customize the features of the learning experience with students at the center. The support and participation of a district designee embedded in this work will be crucial. This person's role will be to act as advocate on behalf of the JCPS BPL school teams before the district. Faculty and staff will engage in professional development sessions targeted to support the understanding and capacity to implement each of the 10 distinguishers. The final phase is an ongoing process of research and development. JCPS BPL school teams will learn how to participate in an iterative process of growth where unprecedented flexibility at all levels is the foundation. Included in this phase is collaborative experiences between JCPS BPL academies/programs and BPL network schools. JCPS BPL school teams will participate in reflective practices as well as redesign and planning sessions.

As we consider partnering with JCPS on this transformative work, BPL cannot underscore the importance of establishing the opportunity for choice on all levels. In terms of the development of the student community in each of the JCPS BPL academies/programs, BPL recognizes the importance of intentionally cultivating a diverse community of learners. Research has shown again and again that learning environments with academic and socio-economic diversity benefit all students. As Big Picture Learning champions diversity, equity and inclusion, as well as choice, we push to ensure all of our schools offer exceptional learning opportunities to all students, regardless of race, academic success, ability, age, or income. As such, when considering the enrollment demographics for each of the JCPS BPL academies/programs, BPL recommends that the student enrollment process honors student choice and includes all students where possible.

## CONTENT FOCUS OF SERVICES PROVIDED

There are several BPL school design components that, with adaptation, will help each JCPS BPL school team realize their goals for the students they serve.

**Personalization.** The BPL design customizes a learning program and pathway for each student that is addressed to essential learning standards and supports student self-direction in the learning process. BPL advisory systems ensure that one faculty member manages all aspects of a student's learning plan, including academic competencies, out-of-school learning, exhibitions, and engagement of parents.

**Project-based learning.** Projects focused on each student's interests provide a context and

structure for integrating academic, technical, and career skills and dispositions into holistic learning opportunities. These projects challenges students to apply their academic skills and understandings to real- world problems.

Learning in the real world. Students complete interest-based Learning Through Internships (LTIs) and community service projects outside of school working with adults whose work/careers match the students' own work/career aspirations. Students pursue particular LTI opportunities that align with their interests; the LTI experience and project work are then constructed around the needs of the internship site and deliberately incorporate essential academic, workplace, and social-emotional competencies. Unlike the job-training placements of prior reform generations, the BPL approach to LTI experiences is not intended to consign students to a discrete vocational track that steers them away from college or other post-secondary learning and work opportunities. It is designed to place students in the driver seat of who they are, what they are capable of and how might plan their pathways forward.

Embedded/integrated academics. While students work in classes, small groups, and one-on-one for direct instruction, learning experiences are designed around students assessed needs and interests as often as possible. Special attention is given to literacy and numeracy competencies, which, together with the Standards, are embedded in all individual and group projects.

Authentic assessments. In addition to traditional assessments, students conduct quarterly or semi-annual exhibitions of their work and accomplishments, particularly stressing new and strengthened competencies achieved through work-based and workplace projects.

Parent engagement. Families are welcomed partners in the BPL academy. Parents' involvement in their children's education is required through quarterly meetings regarding learning plans and participation in reviewing their children's exhibitions of learning and accomplishments, typically through products and performances.

College-and-career readiness. All students are prepared for postsecondary learning and work. All students are encouraged and supported in taking college classes and other career and work-related experiences while in high school.

These school design components are implemented in phases as each of the academies/programs develop. Each BPL academies/program will evolve and transform individually meeting the needs of its school community while each strives to implement the distinguishers with the greatest degree of fidelity.

## BPL SERVICES

To help the JCPS BPL academies/programs adapt and implement these and related features and components, BPL proposes to provide a comprehensive set of services:

include customized pedagogical approach for personalized learning, advisory structures, real world learning, authentic assessments, staffing and professional development plan as well as strategic and sustainability plans). \$44,500

JCPS BPL Cohort Collaborative Sessions (Triannually\*) -- The JCPS BPL Cohort participate in three days of school design and collaborative learning days. \$16,000

Personalized Learning Materials - JCPS BPL Cohort members will have access to the following materials:

- Learning Big Picture licenses (up to 20 people) for Advisory course sequence to support training of new and returning advisors \$6,000
- Bi-Monthly BPL Network newsletter and monthly network support and engagement
- *ImBlaze Internship Management System is not included*, but webinars to understand the system is recommended.

#### Sample Month-by-Month Year One JCPS BPL Cohort Support Plan:

##### August 2019:

Orientation & Cohort Design Days (3 days): School teams gather to engage in BPL orientation and design process (focused on student-centered learning, school culture, school organization and Advisory structure). The first session will be with school principals to orient them to the BPL design and the design process. The subsequent sessions will include at least three members from each school team (including an administrator) to form the BPL Cohort of up to 20-25 members. These school teams will gather to engage in design and development days (focused on design development and launch activities). School teams explore the role of core values, equity as well as leadership style (democratic and shared) in developing school culture. Design emphasis is placed on how relationships, relevance and rigor are experienced as part of school culture. *Deliverables: Academy/Program vision statement, design outline, student orientation plan & action plan*

##### September 2019:

On-Site Design Support Day 1 - School teams engage in onsite design reflection and tuning practices to strengthen personalization and Advisory scope and sequence work. School teams also design authentic assessment tools for learning exhibitions. Leadership teams prepare and disseminate surveys to students, parents and staff. These will serve two purposes, 1) for human-centered design improvements and 2) for baseline data. Leadership teams review data, and tune systems and supports for Advisory, parent communication, school culture and restorative practices, as well as learning exhibitions. *Deliverables: Advisory scope & sequence, learning plan template, exhibition vision statement & rubric, BPL survey & results, parent communication plan, PD plan*

##### October 2019:

On-site Design Support Day 2 -- School teams gather to visit a BPL network school as part of a critical friends group. In addition to experiencing a BPL school, each team exhibits its school/program design to BPL networked school community of students and staff for feedback. Note: It is recommended that the school teams be divided between two BPL schools, Nashville Big Picture High School and Shelby County Milestone



Academies - Big Picture, and spend one day observing the school. *Deliverables: Revised action plan*

November 2019:

JCPS BPL Cohort Collaborative Session #1 --BPL Cohort teams engage in training focused on real world learning and a collaborative learning session. School teams determine the parameters, process and timeline for launching real world learning opportunities. School teams customize real world learning materials. *Deliverables: LTI program plan, LTI process/timeline and curriculum, LTI campaign materials.*

December 2019:

On-site Design Support Day 3 -- School teams engage in onsite design reflection and tuning practices to strengthen personalization, Advisory culture, school culture and exhibitions. School leaders gather to attend the BPL Leadership Conference. *Deliverables: Revised action plan and materials*

January 2020:

On-site Design Support Day 4 -- School teams engage in onsite training focused on project-based learning. School teams create project development processes and materials to scaffold PBL. School leaders review systems, structures and supports for Advisory, school culture, and real world learning. *Deliverables: Project-based learning process and materials*

February 2020:

JCPS BPL Cohort Collaborative Session #2 -- BPL Cohort teams engage in design reflection and tuning practices to strengthen Advisory culture, school culture, LTI process and project-based learning process. Using a collaborative learning session, the BPL Cohort will share learning and provide peer feedback for school design. Leadership team reviews and revises staff and student recruitment plan. *Deliverables: Revised action plan and materials. Revised staff/student recruitment plan and materials*

March 2020:

On-site Design Support Day 5 -- School teams begin the strategic planning process for SY 2020-2021 with self-assessment and by administering BPL survey. School team tunes exhibition processes and materials. *Deliverables: Revised exhibition processes and materials and strategic planning outline, survey and results*

April 2020:

JCPS BPL Cohort Collaborative Session #3-- BPL Cohort teams continue to engage in strategic planning process for SY 2020-2021 and share learning collaboratively. Leadership team revises staff/student orientation plan, events and materials. *Deliverables: Revised staff/student orientation plan and materials.*

May 2020:

On-site Design Support Day 6 -- School teams administer comprehensive surveys to measure student growth, mentor experience, parent involvement, staff capacity, and leadership. School teams incorporate survey findings into academy/program revisions. School teams engage in programmatic development work. *Deliverables: Comprehensive survey report and strategic plan for SY 2020-2021*

June 2020:

School teams further develop Advisory curriculum and internship program systems.

Deliverables: Revised Advisory curriculum and internship program systems *for SY 2020-2021*