

**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 Center for Leadership in School Reform, Inc. (hereinafter "Contractor"), with its principal place of business at 4175 Westport Road, Suite 201, Louisville, KY 40207.

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 the Schlechty Center Network Membership for Alternative Schools (NAS) to education leaders at Alternative, Behavior Support and Choice schools. Services shall include a customized on-site visit to each program, Network Leadership Team meetings, professional development, registrations for the Key Leaders conference; and coaching, collaboration and networking support. The proposal from Schlechty Center 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>\$20,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Payment to be made within 30 days receipt of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title IV</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 28, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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 access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, 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 August 28, 2019.

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

JEFFERSON COUNTY BOARD OF EDUCATION

Center for Leadership in School Reform, Inc.
CONTRACTOR

By: _____

By: Shanna Rucker

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

Title: Shanna Rucker
Controller

Cabinet Member: Carmen Coleman

CC
(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

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

State the type of service: Educational 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.

Chris Perkins

Print name of person making Determination

Academic School Division

School or Department


Signature of person making Determination

7/29/19
Date

Center for Leadership in School Reform, Inc.

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

P.O. Box 6929
Louisville, KY 40206
502.895.1942



July 11, 2019

Dr. Marty Pollio, Superintendent
Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

Dear Marty,

Based on the enthusiastic feedback received at our recent interest meeting, we are pleased to be launching the Schlechty Center Network for Alternative Schools (NAS). We are excited that your district is interested in being a part of the inaugural network year. The NAS will offer a series of professional learning experiences for educational leaders from alternative schools throughout the region with the following intended results:

- Learn about best practices for engagement in schools that work with at-risk populations.
- Create a framework to support an alternative school as a learning organization.
- Share resources and tools with a network of peers to improve educational outcomes.
- Raise awareness of high-need areas such as designing engaging work, behavior management, intake, transition, designing learning for the transient student, social and emotional learning, trauma-informed care, engaging students with credit recovery, student voice, and technology integration.

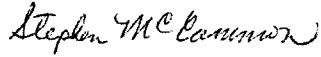
The NAS will serve a diverse configuration of school districts and programs across the state. The survey feedback that we have received since our meeting indicates that there exists significant interest from leaders in as few as eight to as many as 20 districts, schools, or programs. We have customized network participation and pricing based upon both the size of the program and the desired participation levels from each organization.

This letter serves as a formal invitation to your district for membership in the network. The annual **network membership fee** based upon your program size and anticipated participation is being offered at **\$20,000 for the 2019–2020 academic year**. This fee allows for a set number of participants at professional learning and collaborative activities throughout the year, as detailed in the network outline below. Additional seats, if needed, may also be purchased at a nominal rate.

We sincerely hope that your district will join us in this effort to network, collaborate, learn, and share in a common effort to better serve our students and staff. Together we know we will see great gains in engagement for academically-challenged students and disengaged youth. If you are ready to join the network, sign below and return to me at your earliest convenience so we can reserve your space.

Kat Crawford, Senior Fellow at the Center, will follow this message with a survey to help us design our launching of a Network Leadership Team (NLT) design workshop that is worthy of your participation and dedication.

With great respect,



Dr. Steve McCammon
President
Phone: 253.670.4953

I commit to 2019-2020 membership details as outlined on pages 3 and 4 of this document in the Schlechty Center Network for Alternative Schools at an annual fee of \$20,000.

District and/or Program Name: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Note: *In addition to this network offering, the Schlechty Center offers many other tools, training experiences, networking opportunities, and sessions on strategy and process aimed at increasing student engagement and increasing profound learning for students. If you'd like to learn more about the Center, please visit our [website](#) and the [Schlechty Center Offerings](#) for all of our offerings.*

Schlechty Center Network for Alternative Schools

An initiative to provide collaborative professional learning development and other services to educators serving students in alternative settings

On June 13, the Schlechty Center facilitated an interest forum in Louisville, Kentucky, around a network for alternative schools. The target audience for the new network includes Kentucky educators who lead school districts, schools, and programs serving students in alternative educational settings. As a result of the needs expressed by participants at this interest forum, the Schlechty Center is offering the Network for Alternative Schools (NAS), professional learning and collaboration designed with input from stakeholders to meet the professional development needs of Kentucky educators who lead and/or teach in alternative schools.

The NAS is being led by Kat Crawford, Senior Fellow at the Schlechty Center and Director of Technology for the Center for Educational Excellence in Alternative Settings. For the past eight years, she has worked in secure schools to transform education services and cultivate innovative and engaging classrooms. Her work started in Texas with the Texas Juvenile Justice Department and branched out to 44 different states through blended learning grants and curriculum initiatives, like *Unsung and Unbound*, written for juvenile justice educators. In her experience, Kat has recognized a need to bring together administrators and teachers who work with our most at-risk populations. Together we know we will see great gains in engagement for academically-challenged students and disengaged youth.

Based on what we have learned from practitioners, the following customized network services will be offered to the members in a centralized location:

- **Customized On-site Visit.** A week will be reserved early in the school year for Kat Crawford, or another Schlechty Center fellow, to do a short site visit to each program. This will provide an opportunity for the Center to further customize focus in each program.
- **Network Leadership Team (NLT) Meetings.** This series of meetings will provide leadership development and support for those who lead, advocate for, and manage alternative school programs. This team will include superintendents, principals, executive directors, program managers, and selected staff members. The major theme of this group will be built around leadership, advocacy, and staff engagement. *This activity includes three, one-day sessions per year for up to six participants per program. Please note that this model is most effective when the cohort is a team with the same participants attending all sessions together.*
- **Professional Development Experiences.** These sessions are targeted for principals and teachers to learn strategies to increase student engagement and achievement. The design of these learning experiences will support teachers in understanding and appreciating the challenges confronting students placed in alternative settings. Principals and teachers will learn from one another using a collaborative approach. *These sessions will include a two-day conference to start the year, followed by virtual coaching sessions (see final bullet) to tackle specific professional learning goals. An optional second conference session may be scheduled as desired by Network members. Your*

program can send up to 10 principals and/or teachers per session. Please note that this model is most effective when the cohort is a team with the same participants attending all sessions together.

- **Annual Key Leaders Conference.** This session is offered to those who are in positions to advocate for the youth educated in alternative settings. Modeled after the Schlechty Center National Key Leaders Conference, this experience will include superintendents, key central office leaders, special education supervisors, principals, judges, community leaders, law enforcement officials, and others who are key leaders to provide support. *This conference is a one-and-a-half-day session for up to 10 participants per program. Note that this conference can be offered during the school year on a Friday evening and all-day Saturday or during the summer if the group desires that. We will survey to account for these preferences.*
- **Coaching, Collaboration, and Networking Support.** This support will be offered through access to resources via the NAS virtual platform. Digital technologies will be used to connect and encourage collaboration between and among all the educators in these alternative school networks across the state and the nation. Members will share best practices that can be accessed on the shared network platform. The NAS virtual platform will be available for anyone in your program and include:
 - ❖ Shared Best Practices
 - Members will upload and share behavior plans, lesson plans, and transition plans
 - ❖ Forum to Communicate with Other Alternative Schools and Districts
 - A series of discussion channels where administrators and teachers can connect
 - ❖ Coaching Sessions
 - 1:1 or small-group video coaching for administrators and teachers
 - ❖ Webinars and Teacher Panels
 - Members will connect to what's happening at a national level with webinars and teacher panels from around the country
 - ❖ Advocacy Forum
 - A discussion board of federal and state issues that impact NAS districts

Network Costs

Interest in the network has been expressed from leaders in small, mid-size, and large programs across the state of Kentucky. Therefore, our intent is to tailor the fee and offerings based on specific program needs. Based upon the feedback that we have received from your district's anticipated participation level and program size, ***the annual network fee for the services and participation, as outlined above is \$20,000.***