

## 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 E3 Education Excellence and Equity (hereinafter "Contractor"), with its principal place of business at P.O. Box 151562, San Rafael, CA 94915.

#### 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 deliver ten (10) days of on-site racial equity training for targeted district leadership (Assistant Superintendents and Executive Administrators), and two (2) days of on-site coaching training to Diversity, Equity, and Poverty Resource Teachers. The contractor shall also provide five (5) personalized real time on-line coaching sessions for the six (6) Assistant Superintendents. The training will focus on intentional implementation of the JCPS Racial Equity Analysis Protocol (REAP) and the design of action plans that will provide personalized support to to address emergent challenges and opportunities within the schools. Registration for 15 district leaders to attend the Equity in Action Summit will be included. The outcome of the summit will provide the

district leaders with practical strategies to successfully implement equity and excellence within the classroom and beyond. Due to the criticality of this work as it relates to the Board approved Racial Equity Policy, the outcomes of this work will be closely monitored by the office of Diversity, Equity, and Poverty and the Chief of Schools. The contractor will also provide the district leadership team with one year access to specialized tools that will enhance the implementation and impact level of the district's work as it relates to racial equity. The E3: Education, Excellence, & Equity Proposal for Training and Coaching 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>\$37,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>\$15,000 Travel Expenses</u>
Fund Source:	<u>Title II</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 30, 2019 and shall complete the Services no later than June 15, 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 September 25, 2020. 2019 JEA

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

E3 EDUCATION EXCELLENCE AND  
EQUITY  
CONTRACTOR

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

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

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

Title: Juan Carlos Arauz  
Executive Director

Cabinet Member: Dr. John Marshall

JDM  
(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.**

Dr. John Marshall

Print name of person making Determination

Office of Diversity, Equity and Poverty

School or Department

Signature of person making Determination

Date

9/03/19

E3: Education, Excellence, & Equity

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





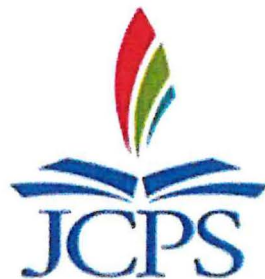
E3: EDUCATION, EXCELLENCE & EQUITY

## **PROPOSAL**

### **EQUITY & EXCELLENCE TRAINING AND COACHING**

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Prepared for Jefferson County Public Schools - Louisville



Dr. JuanCarlos Arauz

FOUNDING EXECUTIVE DIRECTOR, E3: EDUCATION, EXCELLENCE & EQUITY | [WWW.E3EDUCATION.ORG](http://WWW.E3EDUCATION.ORG)



E3: EDUCATION, EXCELLENCE & EQUITY

## Executive Summary

Following several conversations with **JCPS district leadership**, E3 is pleased to offer the following proposal for training and coaching support. We believe our specialized tools and trainings can increase the effectiveness of **JCPS district leadership**, in supporting students to reach their highest potential.

### PROPOSAL

This proposal covers a three-year period, between **September 2019** and **June 2020**, to introduce **JCPS district leadership** to our specialized equity tools including the Equity & Excellence Framework and Equity Empowerment Tool (EET).

E3 provides highly engaging and experiential trainings that would be tailored to support **JCPS district leadership** to meet the unique needs of a diverse educational community with asset-based tools and effective culturally relevant strategies.

1. E3 recommends that the JCPS team participate in 10 in-person tailored training sessions, focused on implementing equity decision-making protocols and the E3 Equity & Excellence Framework.
2. E3 also recommends that the JCPS team participate in 5 personalized real-time online coaching sessions to support participants' successful implementation of the E3 tools, to sustain participants' engagement, and to translate participants' learning into tangible action.
3. E3 further recommends that the JCPS team (and potentially several additional JCPS district leadership members or staff) attend the E3 Equity in Action Summit to build their capacity in equity leadership.
4. JCPS Equity Office will lead weekly community reflection sessions utilizing the Equity Empowerment Tool (EET) so as to know what conversations need to look like and what they can look for in their schools.

### Anticipated Outcomes

- Increased capacity of educational leaders to demonstrate proficiency in equity tools that include accountability to measure their effectiveness utilizing the **Racial Equity Analysis Protocol (REAP)** and the **Equity Monitoring Progress Tool (EMPT)**
- All administrators develop common language to guide conversations about educational excellence & equity by utilizing the E3 tools that can be shared across the community to address equity in four ways: all students have access to excellent education, curriculum is culturally relevant, staffing is diverse, and that the school culture and climate is inclusive
- Participants will demonstrate a proficiency in racial equity measured by the implementation of racial equity tools



E3: EDUCATION, EXCELLENCE & EQUITY

## PROPOSED SCOPE OF WORK

Proposed Timeline	Deliverable	Outcome	Cost
Sep 30, 2019 Oct. 7, 2019 Nov. 4, 2019 Dec. 2, 2019 Jan. 13, 2020 Feb. 17, 2020 <b>March 16</b> *Apr. 13, 2020 May 11, 2020 June 15, 2020	<b>JCPS DISTRICT LEADERSHIP TRAINING</b> <ul style="list-style-type: none"> <li>1 full-day and 9 follow up in-person 3-hour training sessions for targeted leaders focused on equity decision making protocol and the E3 Equity &amp; Excellence Framework</li> <li>District equity coaches attend 3 sessions to build their capacity to train throughout JCPS (10/15, 4/15)</li> </ul>	<ul style="list-style-type: none"> <li>Implement JCPS Racial Equity Analysis Protocol REAP document and Equity Empowerment Tool (EET) for decision-making processes that incorporates research-based principles of adult learning and local context</li> </ul>	<b>\$12,000</b> Discounted price  (Actual price is \$32,500)
2019-2020 *either in-person on training days or on video call	<b>EQUITY IN ACTION ONLINE COACHING</b> <ul style="list-style-type: none"> <li>6 team members participate in 5 real-time online coaching sessions to follow-up on in-person training sessions</li> </ul>	<ul style="list-style-type: none"> <li>Translate insights and plans into action, personalized support to address emergent challenges and opportunities</li> </ul>	\$4,500 Discounted price  (Actual price is \$15,000)
March 12-16, 2020	<b>EQUITY IN ACTION SUMMIT</b> <ul style="list-style-type: none"> <li>15 people attend the 2020 2.5-day E3 Equity in Action Summit (Bay Area, CA)</li> </ul>	<ul style="list-style-type: none"> <li>Leave with practical strategies to successfully implement equity and excellence within the classroom and beyond</li> </ul>	\$5,185 Discounted price  (\$7,500 for 15 participants)
2019-2020 36 weeks	<b>EET LICENSE + WORKBOOK &amp; Community of Practice</b> <ul style="list-style-type: none"> <li>EET one-year license and EET workbook</li> </ul>	<ul style="list-style-type: none"> <li>Each initial 15 minutes Equity Office meetings will be spent utilizing the EET protocol and establish a community of practice, led by Dr. Davis</li> <li>Participants increase their capacity to have courageous conversations on racial equity</li> </ul>	\$315 for 15 people

**SUBTOTAL: \$22,000.00**

**\*proposal to cover travel cost separately (\$1,500 per trip) = \$15,000.00**



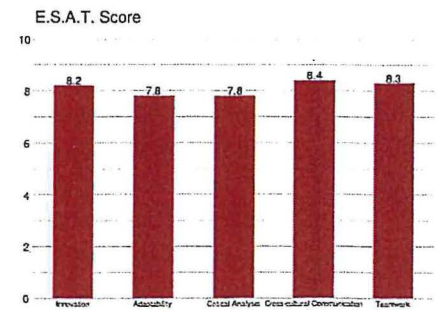


E3: EDUCATION, EXCELLENCE & EQUITY

## E3's Specialized Tools

**Educational Strengths Assessment Tool (ESAT)** is a qualitative assessment that determines a student's extra-academic strengths based on their life-skills and helps translate those skills into success in the classroom and the future workplace.

*Designed for all students to identify and validate the skills they already bring into the classroom (Innovation, Adaptability, Critical Thinking, Cross-cultural Communication, & Teamwork).*



**Equity Empowerment Tool (EET)** offers a self-reflective protocol to identify our socially constructed lenses that influence our biases and actions. This protocol is intended for those who wish to engage in effective and inclusive dialogues within increasingly diverse communities.

*Designed for educators to reduce unconscious bias and to address issues of equity as a self-reflective practice.*



**Engagement Identification Tool (EIT)** analyzes student data points, identifies optimal learning styles and relationship-building methods, and helps educators create individualized engagement strategies for each student.

*Designed for all educators to accurately identify appropriate resources and engagement strategies for every student.*





E3: EDUCATION, EXCELLENCE & EQUITY



## Suggested Sequence

### Equity Action Plan:

- Utilize REAP in between sessions (inserting E3 EET as part of their reflection)
- Focus on one area of the EMPT during each session

September 30 - Monday (Day long & off-site)	Develop capacity to identify implicit bias How to monitor reflection of equitable practice for REAP, EMPT & Faculty meetings utilizing E3 tools
October 7 - Monday	Demonstration of equity - curriculum
November 4 - Monday	Demonstration of equity - training
December 2 - Monday	Monitor for authentic equity – parent/community & marginalized groups
January 13 - Monday	Demonstration of equity - access
February 17 - Monday	Monitor for authentic equity – budget review
March 16 *Bay Area	Monitor for authentic equity – non certified
April 13 - Monday	Demonstration of equity – school's plan
May 11 - Monday	Demonstration of equity - staffing
June 15 - Monday	Culminating Project Demonstration



## Equity Framework in practice

	<i>Awareness to impact Beliefs</i>	<i>Tools to impact Behaviors</i>	<i>Protocols to impact Policies/Structures</i>
INTRA- PERSONAL	Examples include... Each participant selects book & film for the year	Examples include... Implementation of E3 - Equity Empowerment Tool on a weekly basis	Examples include... Utilize REAP between each session
INTER- PERSONAL	Examples include... attending E3 Equity in Action Summit	Examples include... Implementation of EMPT using equity tool & Faculty meeting using equity tool	Examples include... Utilize EMPT for reflection of equitable practices
INSTITUTIONAL	Examples include... providing time for participants to attend events led by DEP office	Examples include... monthly meeting led by DEP office & team	Examples include... EMPT to monitor authentic equity & demonstration of equity