

**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 Educator's Media Resource Group ("EMRG") (hereinafter "Contractor"), with its principal place of business at 1320 East Washington Street, Louisville, Kentucky 40206.

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 will collaborate with JCPS personnel to create, including researching, scripting, producing, and editing, ten (10) thirty-minute training videos. These training videos will be used to educate JCPS teachers on strategies for 1) dealing with COVID related issues including student-use of PPE; and 2) dealing with student actions and comments related to issues of culture, equity, and diversity. EMRG will also research, write and produce supplemental training materials to accompany each video. Of these ten videos, six will feature strategies catered to the Non-Traditional Instruction (NTI) learning environment, and four will cater to the traditional, brick-and-mortar, learning environment. Content creation and collaboration will begin immediately upon contract approval. This phase will involve

extensive consultation with our EMRG content creator (Dr. Terry Scott) and JCPS, to ensure that the content is being developed in accordance with JCPS specific needs and desires. EMRG will acquire all footage for the NTI & Brick-and-Mortar videos, filming NTI videos in summer/fall 2020 and brick-and-mortar footage in fall/winter 2020. EMRG will also collect additional focus group and “personal story” footage as part of footage acquisition. EMRG will provide all post-production including editing, graphic creation, Google Hangouts template reproduction, final sound mix, color correction, client revisions, compression and delivery of ten (10) 30-minute videos to the client in the requested format (approximately 5 hours of content). No material collected as part of this project, including interviews or focus groups, shall be used for research or program evaluation purposes unless Contractor applies for and receives permission from the JCPS Institutional Review Board prior to collection of the material. In the event the Board determines that it is impractical or impossible for in person services or recordings to occur, Contractor will make modifications to create the videos without being physically present in schools.

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:	\$159,500
Progress Payments (if not applicable, insert N/A):	Payment of \$15,950 to be billed at the completion of each video training module
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Safe School Grant

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 16, 2020 and shall complete the Services no later than March 1, 2021, 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 administrative findings of

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 16, 2020.

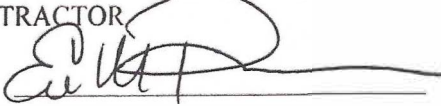
Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Educator's Media Resource Group
CONTRACTOR

By: 

Title: Partner, Chief Operating Officer

Cabinet Member: Carmen Coleman

(Initials)

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

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —
State the date the emergency was declared by the superintendent: _____
2. There is a single source for the items within a reasonable geographic area —
Explain why the vendor is a single source: _____
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —
State the type of service: Education Specialist
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —
State the item(s): _____
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
State the type(s) of item(s): _____
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —
State the item(s): _____
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —
State the location: _____
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
Explain the logic: _____
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —
State the items: _____

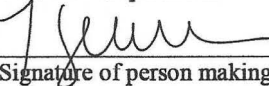
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Katy DeFerrari

Print name of person making Determination

Climate and Culture

School or Department



Signature of person making Determination

8/24/20

Date

Educator's Media Resource Group

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

Proposal for Custom Training Series

2020 RETURN-TO-SCHOOL — COVID & CULTURAL RESPONSIVENESS TRAINING

From: Erin Roark, Educator's Media Resource Group (EMRG)

For: Matthew Anderson, Jefferson County Public Schools (JCPS)

Date: July 31, 2020

Matt,

Thank you again for your interest in working with Educator's Media Resource Group (EMRG). We're pleased to present this proposal for your review.

We've created a scope of work, which includes our processes and pricing for writing, producing, filming, and editing (10) 30-minute high definition training videos for JCPS – about COVID19 and cultural responsiveness scenarios in NTI and brick-and-mortar instruction.

We appreciate the opportunity to work with you. Don't hesitate to reach out via phone call or email if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erin MR', followed by a long horizontal line.

Erin Roark

Chief Operating Officer

Educator's Media Resource Group

502.905.3084 | eroark@emrgcorp.com | emrgcorp.com

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Section I: Introduction

EMRG is a unique, unparalleled organization specializing in the development of video-based training material covering student behavior in school with research-based practices. Specifically, we train school personnel with strategies to prevent and respond to student misbehavior. This includes school-wide content related to PBIS, as well as classroom management strategies and techniques for dealing with the most challenging student behaviors. Our Partner, Dr. Terry Scott, was a part of a team that developed PBIS and has more than 30 years experience in developing school-based training content. His Book, *Teaching Behavior*, is used in teacher training programs across the US and around the world and his research in these areas has been widely published.

At EMRG, we help clients use customized video for training and professional development that is interactive and realistic. We bring your organization, mission, people (and most importantly- educational training, to life) through research, content creation & script writing, production management, filming, editing, and everything in between. EMRG, with our commitment to cinematic storytelling and evidence-based content, is the educational resource company for the job. We provide engaging and thought-provoking content, packaged within a framework of evidence-based instruction.

Our team has extensive experience in content creation, research, and filmmaking. Our different business backgrounds allow us to offer a holistic approach for any kind of project that you won't find anywhere else. You will find our biographies listed below.

Terry Scott is a Professor and Distinguished University Scholar in the College of Education and Human Development at the University of Louisville and is Director of the Center for Instructional and Behavioral Research in Schools (CIBRS). Having received his Ph.D. in Special Education at the University of Oregon in 1994 (with an emphasis on emotional and behaviors) he has previously been a faculty member at the Universities of Kentucky, Florida, and Oregon. He has over 100 publications, including five books on a variety of issues in the areas of behavioral disorders and behavioral support systems and has conducted over 1000 presentations and training activities throughout the U.S., Canada, Ireland, Australia, New Zealand, the Netherlands, Sweden, and Norway. Dr. Scott has successfully competed for more than \$24 million in external grant funding and was a 2-term editor of *Beyond Behavior*. In 2004 he received the Distinguished Early Career Award from the *Research Division of the International Council for Exceptional Children* and in 2012 he received the Outstanding National Leadership Award from the *Council for Children with Behavior Disorders* and was elected President of this organization in 2013. As a former counselor and teacher of students with seriously challenging behaviors, his research interests focus on school-wide prevention systems, the role of instructional variables in managing student behavior, functional behavior assessment/intervention, and scientific research in education.

Archie Borders is a Producer and Director with over thirty years experience in filmmaking and production. As a partner of EMRG, Archie also provides production support, including, locations, production management and coordination, and post-production supervision. Archie was the co-

producer and director of “Catching A Killer,” produced for the Colon Cancer Prevention Project. Archie’s most recent project is as producer, writer-director of the feature film, *Pleased to Meet Me*,” an adaptation from of the nationally syndicated radio program, “*This American Life*.” Other clients include ABC Television, ESPN, Greater Louisville, Inc., Kentucky Hazardous Emergency Management, Waterfront Development Corporation, Presbyterian Church USA, Colon Cancer Prevention Project, Brain Injury Association of Kentucky, Kentucky Educational Television, Sundance Film Channel and Sundance Producer’s Conference, The Learning House, The Fund for the Arts, Humana, Yum, KET, The Louisville Visual Art Association, Kentuckian Medical Center, Insight Cable, many others.

Mike Fitzer is a Director of Photography, Editor, Producer and Director with 25 years of experience. Recent projects include the film “Pleased to Meet Me” where Mike served as Producer and Director of Photography and “Prison State” produced for PBS Frontline in cooperation with WGBH, Boston and Mongoose Pictures of the UK. Other clients include A&E Television, Discovery Channel, History Channel, the Children’s Hospital Foundation, Norton Children’s Hospital, Norton Healthcare, Louisville Slugger Museum & Factory, Kyocera International, YUM! Brands, and more.

Erin Roark is a practicing attorney with twenty years experience serving as human resources, employment law and general business consultant. Erin has provided advice on business and employment legal issues, provided day-to-day human resources advice, managed sensitive and complex employment law issues, coordinated with and directed outside counsel and worked with senior leadership to develop business growth strategy. Erin joined EMRG to help provide legal and business guidance including business structure, equity structure, development and production financial offerings, production legal services, distribution delivery compliance, and artist development among other things. Erin also works side by side with Mike, Archie and Terry to provide all necessary production services to clients.

Kim Cox is a retired Chartered Financial Analyst (CFA), and at EMRG, she is a Partner & Chief Financial Officer (CFO). She has a B.A. in Accounting & Finance from the University of Kentucky. Working in finance & investment firms for over 12 years, Kim is a number-cruncher and spreadsheet-master at heart. At EMRG, Kim has worked in client relations, budget planning & management, and account reconciliation. If it needs to be balanced, forecasted or itemized – Kim has you covered.

Mallory Jennings is from an advertising background, working with over 15 local, regional, and national brands in higher education, healthcare, utilities, automotive products, consumer products, consumer goods and more. During her experience in advertising, Mallory contributed to brand strategy and assessment for an advertising campaign that won 2 National Gold Addy awards. At EMRG, she works directly with school districts & leads marketing initiatives for EMRG. With an eye towards research and relations building, she is keen to help schools seek new heights. She has a B.A. in Strategic Communication, Marketing & French at Butler University.

Section II: Scope of Work

As noted before, this proposal includes the pricing and processes for producing, filming and editing (10) 30-minute training videos. Overall, these training videos will be used to educate JCPS teachers on strategies for 1) dealing with COVID related issues including student-use of PPE; and 2) dealing with student actions and comments related to issues of culture, equity, and diversity.

Of these 10 videos, 6 will feature strategies catered to the Non-Traditional Instruction (NTI) learning environment, and 4 will cater to the traditional, brick-and-mortar, learning environment.

TOPICS FOR EACH VIDEO INCLUDE

NON-TRADITIONAL INSTRUCTION		
Video	Topic	Training Timing
1	Trauma	Delivered for immediate use; NTI will begin fall 2020.
2	Racial Trauma	Delivered for immediate use; NTI will begin fall 2020.
3	Self-regulation	Delivered for immediate use; NTI will begin fall 2020.
4	De-escalation	Delivered for immediate use; NTI will begin fall 2020.
5	Conversation on Race with Adults	Delivered for immediate use; NTI will begin fall 2020.
6	Conversation on Race with Students	Delivered for immediate use; NTI will begin fall 2020.

BRICK-AND-MORTAR INSTRUCTION		
Video	Topic	Training Timing
7	Trauma & Racial Trauma	Delivered by November 30, 2020; brick-and-mortar instruction is expected to begin January 2021.
8	Self-regulation & De-escalation	Delivered by November 30, 2020; brick-and-mortar instruction is expected to begin January 2021.
9	Conversations on Race	Delivered by November 30, 2020; brick-and-mortar instruction is expected to begin January 2021.
10	Effect	Delivered by November 30, 2020; brick-and-mortar instruction is expected to begin January 2021.

EACH VIDEO WILL INCLUDE:

- An introduction of the topic or posed scenario/problem with moderator
- Data/research information about the given topic or problem
- Focus group footage of JCPS employees and teachers talking about the topic, and personal stories/experiences that go along with the content
- 3 vignettes of students and JCPS teachers acting out a scene
 - 1 elementary class
 - 1 middle school class
 - 1 high school class
- Archived b-roll footage captured from previous JCPS video modules (if necessary)
- Multi-question assessments upon the conclusion of each module
- Pauses for activities for the viewer (optional)

(see the next page for an example video module template)

MODULE TEMPLATE

Here is an initial template for how each video will be structured and organized; please note, this template can be changed and edited once this project begins.

Narrator - Introduction to Module Topic		
<ul style="list-style-type: none"> - What is the issue - Problem and solution(s) 		
Narrator - Review of Big Ideas		
<ul style="list-style-type: none"> - Bulleted list - All with clear descriptions of appropriate actions 		
Focus Groups Clips and/or Relevant Personal Stories		
Use clips from focus groups or personal stories told by JCPS teachers to contextualize the problem.		
Vignettes of Problem		
Elementary	Middle School	High School
<ul style="list-style-type: none"> - Elementary teacher and class student behavior is focus - Consider relevant variations (gender, ethnicity, etc.) 	<ul style="list-style-type: none"> - Middle School teacher and class student behavior is focus - Consider relevant variations (gender, ethnicity, etc.) 	<ul style="list-style-type: none"> - High School teacher and class student behavior is focus - Consider relevant variations (gender, ethnicity, etc.)
Narrator Summary of Problem		
<ul style="list-style-type: none"> - Discuss what happened and point out how this relates the big ideas presented earlier - Provide discussion questions for groups that include prompts to stop video - Describe possible solutions 		
Solution Clips		
Shots of teachers handling in an appropriate manner		
Narrator Summary of Key Points		
"Remember..."		
Quiz		
<ul style="list-style-type: none"> - 3 multiple choice questions that present a problem and ask what the best response might be and/or what should be avoided - Each answer provides immediate feedback (e.g., "that's not the best answer because...") 		
Discussion Questions - Optional		
If videos will be watched in a group setting, we could have prompts for groups to consider a question(s) and have a discussion.		

Section III: Process

The production process outlined below is broken down into four (4) steps: Content Customization, Pre-Production, Production, and Post Production. Here, you will find more information on what video production with EMRG will look like from start-to-finish.

CONTENT CUSTOMIZATION

Content customization will begin immediately once this proposal is approved. This phase will involve extensive consultation with our EMRG content creator (Dr. Terry Scott) and JCPS, to ensure that the content is being developed in accordance with JCPS specific needs and desires.

This phase begins with a “Information Download Meeting” with EMRG & JCPS subject-matter experts. During this time, we will outline the goals for each video, walk through specific topics/posed scenarios, and identify solutions/strategies to each problem. EMRG will then develop custom content for each module based on this discussion including scripting moderator dialogue, all student/teacher vignettes and problem scenarios, intermittent questions during each video, and associated quiz questions. We will also create a brief introduction to the training series – to give context to the goal of this series in the current cultural climate in today's world. We will also collect specific data and research points from JCPS to further support content for diversity content.

In addition, our team will prepare content and questions for a focus group and “personal story session” with JCPS employees and teachers. We will create a series of questions and activities, strategically developed to reveal important takeaways for video viewers. Throughout this process, EMRG will meet with JCPS to ensure recommended content fits your needs.

PRE-PRODUCTION

Pre-production includes coordinating all necessary production details and logistics (including talent, shot lists, schedules, crew coordination, location scouting, and asset collection). We will also ensure production adheres to state and federal safety regulations for COVID19.

Talent Coordination:

We will coordinate 105 on-screen student talent (to be featured in NTI and brick-and-mortar videos):

- *Talent for NTI Videos*¹
 - 20 elementary-aged actors (for 1 elementary class)
 - 40 middle/high school aged actors (for 1 middle school & 1 high school class)
- *Talent Brick-and-Mortar Videos*¹
 - 20 elementary-aged actors (for 1 elementary class)
 - 25 middle/high school aged actors (for 1 middle school & 1 high school class)

¹ Note: our proposal includes all talent scouting and talent fees under production.

Scheduling, Scouting, Shot Lists & Asset Collection:

Once talent is selected, our EMRG team will coordinate availability for all 105 hired student talent, teachers, and moderators, camera crew, and JCPS employees collaborating on this project. We will also work with JCPS to coordinate teacher talent (actual JCPS teachers, not hired talent) and focus group participants. We will visit JCPS to scout for classroom and hallway locations for moderator dialogue, student/teacher vignettes, and b-roll. Once these steps are complete -- we will create a shot-list and shooting schedule, outlining dates and important information before the shoot. In addition, EMRG will also acquire and identify all assets and mandatories including (but not limited to) logos, vector art, graphics.

PRODUCTION

We will collect footage for all NTI & Brick-and-Mortar videos over 9 days total. We plan to film NTI videos in summer/fall 2020 over 5 days, and brick-and-mortar footage in fall/winter 2020 over 3 days. We will also collect additional focus group and "personal story" footage over 1 production day.

During production we will assemble, coordinate, and direct footage capture (both on location and virtually) with over 100 participants (including students, teachers and moderators). We'll direct all art, wardrobe, backgrounds, and props (if necessary) to ensure authenticity of the final videos; please note though, hair & makeup is not included in this proposal. Below, we have outlined more information about our plan:

NTI Videos Only:

- *What we will film:*
 - Vignettes of teachers, "principle"/speaking student-talent, and supporting student "extras" on JCPS's NTI platform (Google Hangouts)
 - Video moderator introductions and dialogue
 - Supplemental B-roll
- *5 Total Production Days:*
 - 1 test day to prepare virtual production set-up with NTI/Google Hangouts instruction
 - 3 production days to collect all NTI Google Hangouts footage with:
 - 1 elementary class
 - 1 middle school class
 - 1 high school class
 - 1 production day for filming moderators at a JCPS location

Brick-and-Mortar Videos Only:

- *What we will film:*
 - Vignettes of teachers, “principle”/speaking student-talent, and supporting student “extras” in JCPS physical classrooms
 - Video moderator introductions and dialogue
 - Supplemental B-roll
- *3 Total Production Days:*
 - 1 production day at an elementary school with an elementary class
 - 1 production day at a middle/high school with a middle/high school class
 - 1 production day at a JCPS Location with a Moderator

1 Additional Production Day at a JCPS location

This footage will be used in NTI & Brick and Mortar videos.

- *What we will film:*
 - A virtual focus group and/or personal story interviews from JCPS teachers and/or employees to tell supplemental experiences and broaden understanding of each topic.
 - Additional B-roll if needed.
 - We will also record a brief introduction to the training series -- to give context to the goal of this series and the current cultural climate in today's world.

Overall, our EMRG cinematographer, director, producers, and camera operators will be present for each production day. For the NTI production, we will have a virtual coordinator on-set, to help manage approximately 20-student classes each day (all logging on remotely); for the brick-and-mortar production – we will have 2 grips, an audio collector, and a COVID19 safety coordinator on-set (who will ensure everyone on set is social distancing and is following safety measures and protocols). Production costs also include all camera, audio and lighting equipment, talent costs, JCPS teacher volunteer compensation and production meals.

POST-PRODUCTION

Through camera work, graphic creation, animation – production will create a complete dramatization of the approved written content utilizing 100+ on-screen talent (including students and teachers). This will entail directing and coordinating on-camera talent, *in addition to* creatively reproducing the Google Hangouts template by syncing multiple captures together in one frame. Through editing, we will heighten salient editorial points from the approved educational content.

Overall, we will edit all footage seamlessly into (10) 30-minute videos. EMRG will develop all graphic creation, client revisions, final sound mix, color correction, compression and delivery to the client as QuickTime files via Vimeo or another method if specified by JCPS.

Section IV: Video Details

TIMING

Once this proposal is approved, we will begin immediately creating content and managing pre-production for the NTI videos – with the goal of delivering the NTI videos as soon as possible. Brick-and-mortar videos will be in production upon completion of the NTI videos, and will be delivered by November 30, 2020.

VIDEO LIBRARY & FOOTAGE OWNERSHIP

Please note – our EMRG team will capture all footage needed to make this video, plus more. We will be the “caretakers” of this footage, archiving for future use if needed. Our EMRG team can always edit together pre-existing footage from this production to create new & fresh videos, if a new scope of work is issued. JCPS will own the rights to this footage.

CDC PROTOCOLS & SOCIAL DISTANCING

Due to COVID19, we have slightly changed our production to ensure social distancing protocols are strictly followed. We are staying up-to-date on news and can confirm production is still possible.

To learn more about our safety measures and protocols during all stages of production, visit our website at www.emrgcorp.com/covid19-custom-video-blog

For more information about CDC Protocols & Social Distancing in Kentucky, visit:

- <https://govstatus.egov.com/kycovid19>
- <https://chfs.ky.gov/agencies/dph/covid19/socialdistancingforcovid19.pdf>

Section V: Project Cost Breakdown

Our overall production cost is broken down into content customization, pre-production, production, and post-production. Detailed descriptions of each stage are contained earlier in the proposal from pages 8-10.

Content Customization _____ \$ 44,000

Includes the creation of all scripts, dialogue, vignettes, accompanying supporting PBIS & evidence-based research, focus group & personal stories questions, and coordination with JCPS to finalize all video content for 10 total NTI & Brick-and-Mortar Videos, each 30 minutes each (approximately 5 hours of content).

Pre-Production _____ \$ 16,250

Includes all production coordination: talent scouting and managing 105 hired actors, coordination with JCPS teachers and staff, crew management, location scouting at JCPS locations, scheduling 9 production days, developing shot lists, acquiring needed assets, and meetings with JCPS – for 10 total NTI & Brick-and-Mortar Videos.

Production _____ \$ 68,750

Collecting footage for NTI & Brick-and-Mortar videos will require 9 days utilizing our EMRG researcher, cinematographer, director, producer, talent agent, all 105 hired-student-talent, 2 grips, 1 additional camera operator, 1 audio manager, 1 virtual coordinator, 1 COVID19 safety coordinator. During this time, we will collect footage of virtual and in-person vignettes, moderator dialogue, b-roll, focus groups, personal stories from JCPS staff. The production cost includes all crew, hired-talent expenses, JCPS teacher talent with gift-card compensation, camera, audio and lighting gear, and production meals.

Post-Production _____ \$ 28,500

Post-production includes editing, graphic creation, Google Hangouts template reproduction, final sound mix, color correction, client revisions, compression and delivery of (10) 30-minute videos to the client in the requested format (approximately 5 hours of content). We will edit videos (over 21 days at \$1,250 per day).

Contingency _____ \$ 2,000

Total Cost for (10) 30-Minute Training Modules _____ \$ 159,500

Total Cost Per Training Module _____ \$ 15,950

Payment Terms: Payment is invoiced one-third upon execution of the contract to cover production costs; one-third upon delivery of the first 6 modules (for NTI learning) and one-third upon completion (brick and-mortar education modules).²

² Please note, EMRG is open to alternate payment terms if needed. Please let us know if you have any concerns.



EMRG Sole-Source Document

Date: August 4, 2020

This letter is to confirm that Educator's Media Resource Group (EMRG) is a sole source product, sold and distributed exclusively by EMRG LLC. EMRG was developed as a response to PBIS training needs in school districts and professional learning organizations.

Currently, there are no similar educational training content creation and production companies that we are aware of available to school districts or professional development organizations that address the specific and unique school district needs highlighted in the Proposal. EMRG content creation and production services are currently being utilized by school districts and organizations across the country in Ohio, New York, Georgia, Pennsylvania, Arkansas, Alabama, Wyoming, Kentucky, Louisiana, and Oklahoma.

EMRG's sole source designation comes from the fact that EMRG both researches and creates the evidence-based content as well as scripts, produces and edits the content. Content customization is headed by our EMRG content creator (Dr. Terry Scott), biography contained in Proposal, to ensure that the content is being developed in accordance with JCPS specific needs and desires.

In this contract, EMRG will develop custom content for each video module based on discussion and collaboration including scripting moderator dialogue, all student/teacher vignettes and problem scenarios, intermittent questions during each video, and associated quiz questions. We will also script a brief introduction to the training series – to give context to the goal of this series in the current cultural climate in today's world. We will also collect specific data and research points from JCPS to further support content for diversity content.

In addition, EMRG will prepare follow-up content including a series of questions and activities, strategically developed to reveal important takeaways for video viewers.

Additionally, Dr. Scott is very familiar with JCPS and has previously been involved in numerous projects with the district. These include training for PBIS and functional behavior assessment and a book study on classroom and behavior management. In addition, because of his nationally recognized work in the areas of managing challenging student behavior, he was able to successfully write scripts for all of the district's video modules on PBIS, effective instruction, and escalating behavior video modules. His content expertise and experience writing scripts for school-based video scenarios, along with his familiar history working with JCPS will allow him to turn around content quickly to meet the urgent timelines necessary for use upon the commencement of NTI classes in fall 2020 as well as return to brick and mortar.



If you desire any additional information, don't hesitate to contact me at 502.905.3084 or visit our website at emrgcorp.com. Thank you for your interest and consideration in our training video package. We look forward to providing high quality service and effective training videos that will benefit the educators and students of Jefferson County Public Schools.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin MR", followed by a long horizontal line extending to the right.

Erin Roark

Chief Operating Officer

Educator's Media Resource Group

502.905.3084 | eroark@emrgcorp.com | emrgcorp.com