

Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Adrienne Usher, Assistant Superintendent for Student Learning *AU*

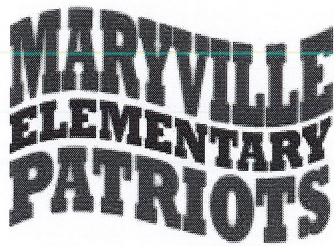
DATE: September 14, 2020

RE: Professional Development

Ann Hance, Principal of Maryville Elementary School is requesting permission to enter into a contract with bby Publications. bby Publications provides meaningful professional development opportunities for teachers to improve knowledge of math content and to strengthen teaching strategies.

The rationale behind entering into this contract is to increase student proficiency rates and to introduce strategies for use with struggling students.

Thank you.



4504 Summers Drive

Louisville, KY 40229

Phone 502-869-2400 Fax 502-955-5753

Principal, Ann Louise Hance

Counselor, Kaet Barron

MEMO

To: Adrienne Usher, Assistant Superintendent of Student Learning

From: Ann Louise Hance, Principal

cc: Patrick Durham, Director of Elementary Education

Date: September 11, 2020

Re: Contract Approval

-

This memo is to request approval of entering in contract with "bby Publications" for the purpose of math professional development for Maryville Elementary staff.

Rationale

Proficiency Increase: Currently, only 42% of our students are scoring proficient or higher on the math CASE assessment. This training will provide effective math instructional strategies for teachers to implement to increase student proficiency rates.

Novice Reduction: Currently, 19% of our students are scoring novice on the math CASE assessment. This training provides a variety of concrete and semi-concrete instructional strategies for teachers to introduce to struggling students.

Funding

Maryville Elementary will fund this expense from Title I funds.

INDEPENDENT SERVICES CONTRACT

This Independent Services Agreement, made and entered into this 10th day of September, 2020, in Livingston, Alabama, by and between bby Publications at the University of West Alabama, an institution of higher education established by the State of Alabama (hereinafter "bby at UWA"), and Bullitt County Board of Education located in Shepherdsville, KY (hereinafter "System").

WHEREAS, bby at UWA has certain expertise and experience with respect to educational training and workshops; and

WHEREAS, the System desires to avail itself of bby at UWA's said expertise and experience with regard to educational related workshops, and to enter into this Independent Services Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the following terms, conditions and agreements, the Parties hereto agree as follows:

bby at UWA shall provide instructional services to the System in the form of standards-driven professional development, consultations and coaching using visual models utilizing **Reading and Writing the Language of Numbers**. The training covered by this agreement shall consist 8 sessions of instruction beginning September 10, 2020 and ending no later than May 30, 2021 the System shall be permitted to fill each training with teachers from its own system or from other systems, but in no event shall the training exceed 32 participants without the prior consent of bby at UWA.

PUBLISHED MATERIALS. Participants may need textbooks and/or other published materials to complete the course. The costs of said materials are in addition to the fees to be paid to bby at UWA. A list of said materials (if any) and order forms will be sent to the System separately. The System shall be responsible for ordering said materials (if any) and shall do so in time to ensure timely delivery to the System. The System shall separate and label published materials (as well as other catalogs sent to the site) by participant prior to the arrival of the instructor. The instructor shall distribute said materials at the appropriate time. The System agrees to use only materials approved by bby at UWA during the course of training.

HANDOUTS. Each participant may be provided with a complete set of course handouts. The costs of said handouts are included in the course fees and shall not result in additional costs to the System. The System shall deliver same to the site, where the instructor shall separate and distribute. The System agrees to use only materials approved by bby at UWA during the course of training.

COURSE FEES AND EXPENSES. The System shall be responsible for the following obligations upon completion of the course:

Instructional Fees and Expenses	\$ 8,000
---------------------------------	----------

PAYMENT. bby at UWA (Tax I.D. = 63-6001100) shall invoice the System upon completion of the course. The System shall pay said invoice within 30 days of receipt or be subject to reasonable additional service charges.

LOCAL TAXES. The System shall be responsible for payment of any and all unique local taxes (local permits, occupational taxes, etc.) associated with bby at UWA's performance of its duties as described herein.

SOLICITATION OF CONTRACTOR OR EMPLOYEES OF BBY AT UWA. The System understands that bby at UWA incurs substantial expense in terms of time and money for the advertising, screening, testing, training, and experience development of its contractors and employees, in addition to the consequential impact that a contractor or employee may have on the revenue activity of bby at UWA and/or its customers. The System agrees not to solicit, hire, or otherwise contract with any employee and/or contractor of bby at UWA or with any entity which employs or contracts with any contractor of bby at UWA without the express consent of bby at UWA while said contractor and/or employee is in the employment of bby at UWA or has a contractor relationship with bby at UWA, or within one (1) year after said contractor and/or employee leaving employment or terminating a contractor relationship with bby at

UWA. The System further agrees to indemnify and compensate bby at UWA for liquidated damages that may be suffered by bby at UWA relevant to the impact of their solicitation of any independent contractor or employee as documented by a request for liquidated damages provided by bby at UWA. Liquidated damages for breach of this provision of this Contract shall not be less than Eight Thousand Dollars (\$8,000.00).

This agreement shall inure to the benefit of the heirs, assigns, agents, and successors of the Parties hereto and shall be construed under the laws of the State of Alabama. Additionally, it is agreed that the Courts of the State of Alabama shall have jurisdiction over any and all claims, disputes and/or demands that may arise out of this agreement, and the Parties hereto expressly submit and consent to such jurisdiction.

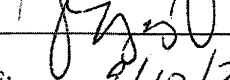
By executing this agreement, the Parties acknowledge that each has read and therefore understands the contents hereof and that the agreement contains the entire agreement of the Parties, and that all prior representations, oral or written, have been merged herein.

This Agreement may be amended only with the express, written agreement of both parties. However, any change, amendment or modification requested by the System that has the purpose or effect of reducing the Total Instructional Fees and Expenses, listed above, must be requested more than sixty (60) days prior to the date the instructional services are to begin.

This Agreement may be executed in duplicate and each such executed copy of this agreement shall be deemed to be an original.

IN TESTIMONY WHEREOF, witnesses the signatures of the Parties hereto:

bby Publications at the University of West Alabama.
Station 60
Livingston, AL 35470
205-652-5406

BY: 
DATE: 9/10/2020

Maryville Elementary School
4504 Summers Drive
Louisville, KY 40229
502-869-2400

BY: _____
DATE: _____