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**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 TNTP (hereinafter "Contractor"), with its principal place of business at 500 7th Avenue, 8th Floor, New York, NY 10018.

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:

TNTP will collaborate with district leaders, TNTP will develop a scope of monthly, virtual professional learning sessions for up to 150 participants. Approximately 90-minutes to 180-minutes long, these training sessions will focus on determining the the quality of student assignments and student work. Participants will practice evaluation assignments with TNTP's Student Assignment Review Protocols to learn to identify and diagnose high quality assignments that are aligned to grade level standards to ensure that all students receive access to grade-level content.

The proposal detailed description, entitled, "TNTP JCPS Proposal-October 2020-v2" 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:	\$90,000.00
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CA12053-0322-401GQ

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on December 16, 2020 and shall complete the Services no later than April 21, 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 December 2, 2020.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

Tonya Horton  
CONTRACTOR

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

By: Tonya Horton  
Tonya Horton (Nov 20, 2020 16:49 EST)

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

TNTP  
Title: EVP, Central Operations

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: Educational Consultant: TNTP

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

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

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

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

Dr. Tara Isaacs, Director  
Print name of person making Determination

Professional Development and Learning  
School or Department

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

\_\_\_\_\_  
Date

Florrie Chapin, General Counsel, TNTP  
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

## Rigorous Assignments in JCPS Schools

October 2020

### Introduction

Jefferson County Public Schools (JCPS) has invested in content support for school leaders and teachers through its Five Basics for Teaching and Learning framework. The Five Basics, which include "Assignment Review Protocol" is a support framework used in the district's PLC Cycle. Based on the identification of student assignments as a priority, TNTP supported JCPS in training district leaders and Academic Instructional Coaches (AICs) last month on its grade-appropriate assignment protocol tools with the intention of building the knowledge of JCPS staff through practice.

Moving forward, JCPS seeks to support leaders in leveraging the tools during PLCs and teacher development cycles, with the goal of increasing the percentage of assignments aligned to grade level standards across K-12. TNTP proposes to support AICs through monthly meetings during the remainder of the 2020-21 school year to develop JCPS leaders' ability to use the assignment review protocol tools consistently and accurately in schools. JCPS and TNTP view this as the first step in a potential long-term strategic partnership that will, among other things, help JCPS understand the current extent of grade-appropriate assignments currently in classrooms and set intentional, systematic goals and actions around closing the opportunity gap for students in Jefferson County.

#### Example Timeline of Supporting Grade-Appropriate Assignments in Jefferson County Public Schools

Remainder of SY 2020-21	Summer 2021	SY 2021-22 and Beyond
AIC Monthly Development	Summer PD	Assignment & Student Work Analysis Diagnostic Assignments Progress Monitoring and Systems School Walkthroughs & Classroom Observations AIC and Leader Coaching

### Proposed Scope

#### Ongoing AIC Professional Learning Sessions (December through April)

Collaborating with district leaders, TNTP will develop a scope of monthly, virtual professional learning sessions for up to 150 participants. Approximately 90-minutes to 180-minutes long, these training sessions will focus on determining the quality of student assignments and student work. Participants will practice evaluation assignments with TNTP's Student Assignment Review Protocols to learn to identify and diagnose high quality assignments that are aligned to grade level standards to ensure that *all* students receive access to grade-level content.

TNTP will work with JCPS leaders to identify specific session content based on district need, but topics may include:

- A focus on rating ELA reading comprehension and writing assignments.
- A focus on rating reading foundational skills assignments.
- A focus on rating math assignments.
- A focus on analyzing student work.
- Supporting AIC systems around collecting and analyzing assignments and student work in their networks.
- Supporting AIC communication to school leaders and teachers around assignments and student work.
- Supporting AICs in developing the ability of school leaders to set up school-wide systems around assignments and analyzing student work.

Ahead of some sessions, TNTP will ask AICs to collect assignments from teachers in their school to analyze alongside TNTP staff. Following some sessions, TNTP can also provide participants with an independent practice activity to both provide more practice opportunities and to provide formative data on how well participants are rating assignments.

Based on JCPS's AIC professional learning calendar, TNTP will provide facilitators for on the following dates:

- Wednesday, December 16, 2020
- Tuesday, January 19, 2021
- Wednesday, February 17, 2021
- Wednesday, March 17, 2021
- Wednesday, April 21, 2021

### **Virtual Norming Check-ins Add-on (January through May)**

TNTP can provide optional, 60-minute norming experiences in addition to the professional learning series to ensure participants are able to improve their skills where necessary as well as sustain this knowledge over the long term. In this add-on option, participants will review and rate 3 assignments in various subjects and grades three times throughout the school year. TNTP will analyze the results and conduct a debrief call to share feedback.

## **Additional Long-term Options**

### **Assignment and Student Work Analysis District Audit**

Twice a year, Winter and Spring, TNTP will use district-level student data to randomly sample up to 10 schools with 10 teachers (5 ELA and 5 Math teachers) in each school to participate in the audit. Teachers will submit 3 assignments virtually and TNTP staff will rate the samples. As an optional addition, TNTP can also rate 6 student work samples on one of three assignments per teacher so JCPS can also understand to what extent students are meeting the expectations of the assignments and standards. TNTP uses a tool based on both the EQuIP student work protocol and research from the University of Chicago to measure the alignment of content to the standards, the quality of the practice opportunity students are given, and the relevance of the assignments. TNTP will produce a district report with trends for student work and recommended next steps. For an additional cost, TNTP can produce school-level reports and/or conduct teacher and leader focus groups.

### **District Progress Monitoring**

Throughout the year, TNTP will support district leaders to develop progress monitoring systems. The goal of these systems will be to identify ways to measure the following data points:

1. Compliance: Are AICs and school leaders utilizing the tools and learnings from training?
2. Quality: Are AICs and school leaders effectively using the tools?
3. Action: What are AICs and school leaders doing with the information collected?
4. Impact: How is this work increasing student engagement?

TNTP will provide virtual coaching support to develop these systems with district leaders. TNTP can suggest systems for tracking towards the data points mentioned above or provide support to the district to create tracking systems.

### Observations and Assignment and Student Work Analysis District Audit

This option would add classroom observations to the Assignment and Student Work Analysis options described above. Twice a year, Winter and Spring, TNTP would use district-level student data to randomly sample up to 10 schools with 10 teachers (5 ELA and 5 Math teachers) in each school to participate in the audit. TNTP would conduct 1 observation of all the classrooms selected in the sampling process and collect work samples to review from each teacher in the audit. Teachers will submit 3 assignments virtually and TNTP staff will rate the samples. As an optional addition, TNTP can also rate 6 student work samples on one of three assignments per teacher so JCPS can also understand to what extent students are meeting the expectations of the assignments and standards. TNTP uses a modified version of the IPG, grounded in the tool from Student Achievement Partners (SAP). It captures three primary aspects of instruction: the alignment of the content to grade-level standards, the quality of instructional moves such as questions and tasks that support students in learning the content, and student ownership of the complex thinking in a lesson. TNTP uses a tool based on both the EQuIP student work protocol and research from the University of Chicago to measure the alignment of content to the standards, the quality of the practice opportunity students are given, and the relevance of the assignments. TNTP would produce a district report with trends for student work and recommended next steps.

### AIC and Instructional Leader Walkthroughs

Focused on the content mentioned above and using tools from our audit program, TNTP would conduct six instructional leader walkthroughs a year. The process includes a 30-minute overview of the goals and tools for the day, 90 minutes of classroom observations, and a 60 minute debrief including building out an action plan aligned to the feedback collected. A TNTP staff member could complete this process for two schools in one day with an AM and a PM session.

### Virtual AIC and Leader Coaching Sessions

TNTP's Virtual Coaching programs use video to provide school leaders with access to an experienced coach with deep instructional expertise and administrative experience. The coach pushes the leader to build a clear vision of what excellent instruction looks like and gives the leader a safe space to practice delivering content focused feedback to teachers. The coach guides the leader through several observation cycles and tailors support in the school leader's development areas. TNTP can provide individual or small group coaching cycles.

## Budget

The cost to support the remainder of AIC sessions, and ongoing AIC practice, between December 2020 and April 2021 is **\$90,000**. The Virtual Norming Check-ins can be added for an additional **\$18,000**.

Ongoing AIC Professional Learning Sessions	\$90,000
Virtual Norming Check-ins Add-on	\$18,000
Zoom 101 and Zoom 102 Trainings Sessions for District-level Leaders	No Cost
<b>Total</b>	<b>\$90,000-\$108,000</b>

We look forward to further discussing this proposal with you. If you have questions, don't hesitate to contact Chris Henderson ([christopher.henderson@tntp.org](mailto:christopher.henderson@tntp.org)) for more information.