

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 Academy for Urban School Leadership (hereinafter "Contractor"), with its principal place of business at 3400 N Austin, Chicago, IL 60634.

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 establish a JCPS residency program in partnership with the University of Louisville and shall provide consultation and training designed to support the sustainability of the Louisville Teacher Residency program to help ensure there is a high quality teach in front of every JCPS student. Contractor shall perform the services described in Attachment A: "AUSL Advisory Services Statement of Work." Dates and locations of the training sessions will be coordinated by the Contractor and Director of Louisville Teacher Residency.

In the event the Board determines it is impractical or impossible for in person services to occur, Contractor may provide these Services remotely using video conferencing technology as necessary.

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:	Shall not exceed \$125,000.00
Progress Payments (if not applicable, insert N/A):	Within 30 days of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Funds

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on April 21, 2021 and shall complete the Services no later than December 30, 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. 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 April 21, 2021.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Academy for Urban School Leadership
CONTRACTOR

By: _____

By:  _____

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

Title: Scott MacDonald
Managing Director

Cabinet Member: John D. Marshall, Ed.E _____

(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: The Academy for Urban School Leadership is the only company able to provide this consultation.

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.

John D. Marshall, Ed.D.

Print name of person making Determination

Diversity, Equity, and Poverty Division

School or Department

Signature of person making Determination

Date

Academy for Urban School Leadership

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



AUSL Advisory Services Statement of Work: *JCPS Teacher Talent Cultivation:*

Who We Are - Academy for Urban School Leadership and the Chicago Teacher Residency:

AUSL is a school management organization that works tirelessly to deliver on the promise that all students have access to an excellent education, right in their own neighborhoods.

Academy for Urban School Leadership (AUSL) was initially founded in 2001 to transform education in high need schools through a groundbreaking approach to teacher preparation brought to life through the Chicago Teacher Residency (CTR). The CTR prepares diverse, mission-driven teacher candidates, committed to teaching in urban schools using an innovative approach characterized by an intense, full-year apprenticeship with a high quality mentor teacher. The program is based in neighborhood school, training academies, managed by AUSL. During the program, residents take Master's level coursework, earn a degree from a university partner, and become eligible for an educator license. Upon completion of the program, graduates of the CTR become part of a powerful pipeline of specially trained teachers prepared to dramatically improve chronically underperforming schools. Since 2001, the CTR has graduated over 1,000 teachers, many of whom have gone on to become leaders in AUSL's network of schools.

In addition to managing the CTR, AUSL manages the largest network of public schools in the country and is one of the nation's leading models for improving chronically underperforming urban schools. AUSL currently manages 31 schools (26 pre-K-8 elementary and 5 high schools) in Chicago, serving more than 16,000 students. Annual AUSL student growth on Illinois state tests and national benchmark tests continues to outpace district averages.

The third arm of AUSL's organization is Advisory Services. Our Advisory team partners with districts across the country who are committed to unlocking the potential of every student, regardless of color, income, or zipcode.

Project Overview

In keeping with Jefferson County Public School's desire to transform educational outcomes for students, AUSL proposes a custom engagement designed to support the development and ongoing refinement of a teacher residency program to help ensure there is a high quality teacher in front of every JCPS student. The engagement is subject to revision based on input and the specific needs of the district leadership team.

AUSL Advisory Services will support JCPS leadership to:

1. Establish a **JCPS teacher residency program** in partnership with University of Louisville with an **unwavering focus on social justice and equitable outcomes for educationally disadvantaged students**. Through successful completion of coursework at U of L, residents will



receive certification and a Master of Arts in Teaching. In exchange, residents will commit to working for at least 4 years in a JCPS school.

Key Deliverables and Activities for JCPS Residency Program Development - Phase 2 (December 2020 - November 2021):

In this phase, continuing and building on key activities from our first year of partnership, AUSL will provide more targeted support with respect to mentor and coach development including deepening understanding of the coaching model, and providing regular actionable and timely feedback to mentors and mentor residency coaches. Specific plans to be determined with JCPS and AUSL project leads in the Spring of 2021. Success in this aspect of the work will be measured by observable improvements in mentor coaching practice and acceleration of resident improvement in agreed upon domains. Additionally, AUSL will work with JCPS leadership to sharpen the approach to resident hiring, placement, and support for newly placed residents (first year teachers).

The following work will take place starting on December 2, 2020 through December 2, 2021. In addition to the roles proposed above, AUSL Advisory Services will provide a dedicated residency program manager to manage the overall effort. JCPS will make resources available across teams including a dedicated project manager.

Deliverables	Key Activities	JCPS, University Partner, and AUSL Advisory Resources Proposed (Subject to Refinement)
Residency program development	<ul style="list-style-type: none">• Development/refinement of residency curriculum / scope and sequence informed heavily by AUSL's residency implementation experience, national best practices, and specific JCPS needs• Development/refinement of associated professional learning content, including for MRCs and Mentors• Collaboration with the University of Louisville on coherently aligned MAT program	JCPS Residency Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, Selected University Partner Resources, AUSL Chicago Teacher Residency Program Subject Matter Experts including National Louis University faculty
Resident recruitment plan and implementation	<ul style="list-style-type: none">• Development/refinement of diverse resident recruitment strategy• Support with program branding and communication• Support with residency application development• Training and support with resident selection	JCPS Residency Recruitment Owner, JCPS HR, JCPS Legal, AUSL Chicago Teacher Residency Recruitment Subject Matter Experts



Training campus selection and readiness	<ul style="list-style-type: none">● Refinement of criteria for training campus selection● School visits, data analysis, and interviews to select training campuses● Training campus school leader visit to selected AUSL schools in Chicago to observe dual campus mission in practice (as applicable)	JCPS Chief of Schools, JCPS Residency Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, AUSL Teaching & Learning Subject Matter Experts
Mentor recruitment and training	<ul style="list-style-type: none">● Definition of mentor selection criteria● Support with classroom visits, data analysis, and interviews to select mentors● Mentor visit to selected AUSL schools in Chicago to observe strong mentor practices (as applicable)	JCPS Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, AUSL Teaching & Learning Subject Matter Experts
Resident Orientation	<ul style="list-style-type: none">● Support with planning and content development for Resident Orientation● Facilitation support with Resident Orientation	JCPS Program Owner, JCPS Curriculum & Instruction, JCPS Teacher Mentors, AUSL Chicago Teacher Residency Program Subject Matter Experts
Resident Hiring, School Placements, and On-going support	<ul style="list-style-type: none">● Develop selection criteria for receiving schools● Identify process for matching residents with available positions● Develop on-going support program for recently placed residents/new teachers	

3-Year Residency High-Level Estimated Cost Roadmap (subject to refinement)

Residency Key Component	Year 0 (SY19-20)	Year 1 (SY20-21)	Year 2 (SY21-22)	Year 3 (SY22-23)
Projected number of residents	-	30	30-50 (TBD)	TBD
Resident stipends (\$30,000/ per resident)	\$0	\$30,000 x the number of projected Residents	\$30,000 x the number of projected Residents	\$30,000 x the number of projected Residents
Mentor Teacher Stipend cost *		TBD	TBD	TBD



AUSL Advisory Services Support Cost***	\$125,000	\$125,000	\$125,000	\$125,000
--	-----------	-----------	-----------	-----------

*~2 residents per mentor teacher.

**AUSL Advisory Services fees to be negotiated on a year-to-year basis. This statement of work applies to the \$125,000 in AUSL Advisory Services Support costs for Year 1.

AUSL Advisory Services Project Fees

AUSL Advisory will perform the work outlined above on a fixed fee basis for \$125,000/year for 4 years for the JCPS Residency Program Development project. A detailed scope of work for Year 2 will be submitted prior to the conclusion of Year 1. All fees are inclusive of AUSL Advisory Services travel and expenses. Fees will be billed on a monthly basis in equal installments.

As part of the initial stage of each project, AUSL Advisory Services will present a detailed project plan that articulates milestones, underlying activities, and detailed roles and responsibilities to help ensure successful execution of the work articulated above. We look forward to continuing our strategic partnership in support of ensuring that all JCPS students have the opportunity to unlock their full potential.

Sincerely,

Martin Green
General Manager, AUSL Advisory Services