

**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 Heinemann Publishing (hereinafter "Contractor"), with its principal place of business at 361 Hanover Street, Portsmouth, New Hampshire 03801.

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 provide professional development for administration and leadership teams for 94 elementary schools. The goals of the professional development sessions are for participants to better:

- Understand the research and theory related to differentiated writing instruction;
- Utilize informal assessments to begin to match students with individualized goals, and to use those goals to focus strategy instruction;
- Utilize assessment lenses when analyzing student writing;
- Understand the methods and structures of differentiated instruction including but not limited to assessment conferences, compliment conferences, 1:1 conferences, coaching conferences, strategy lessons;

- Establish record-keeping systems to track student progress;
- Understand and capitalize on the reciprocity of reading and writing practices and instruction;
- Deepen the knowledge of professional development and coaching methods and techniques; and
- Deepen administrative knowledge of how to best lead the work through observation and providing quality feedback.

Dates and times of the sessions will be determined by the Contractor and the Teaching and Learning Department. The Scope of Work is attached as Attachment A and is incorporated herein by reference. For the avoidance of doubt, to the extent of any conflict between this Contract and Attachment A, the terms of this Contract shall control.

Contractor will provide these Services remotely using video conferencing technology.

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 \$46,314.00
Progress Payments (if not applicable, insert N/A):	Within 30 days receipt of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Title II

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on May 5, 2021 and shall complete the Services no later than May 4, 2022, 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 May 5, 2021.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Heinemann Publishing
CONTRACTOR

By: DocuSigned by:
Cherie Bartlett

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Cherie Bartlett
Title: On-Site PD Manager

Cabinet Member: Dr. 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.

Jesse Mettille

Print name of person making Determination

Teaching and Learning

School or Department

Signature of person making Determination

Date

Heinemann Publishing

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

February 8, 2021

Dear Mr. Mettill,

Thank you for considering our team to consult with Jefferson Elementary Schools as the district focuses on improving literacy instruction. I've prepared this document as a set of first draft ideas to detail how we might help the administration and leadership teams become stronger, more confident, more reflective literacy leaders who support teachers across the 94 elementary buildings.

We appreciate your interest in developing your administrators and leadership teams; it is well-established that the time spent investing in teachers' growth has the potential to effect positive, significant changes in student learning. Research has shown professional development which positively affects the learning environment for children is one that is ongoing, systematic, and within the school context (Loucks-Horsley et al, 1999; Putnam and Borko, 2000). It takes extended time for changes in practice or classroom culture to occur (Supovitz & Turner, 2000). As I shared with you in our virtual meeting, a study by Yoon et al (2007) showed that the more time invested in professional development, the greater the outcomes for both teachers and students. Specifically the researchers found that fewer than 30 hours yielded no significant results on student learning, while 49 hours or more seemed to be the point at which teachers' learning could be measured by student outcomes. Of course, a number of factors including administrative involvement, skill level of the person providing the learning opportunities, and educator buy-in also come into play.

It is because of this research, and our experiences in the last dozen years as literacy consultants, that we use terms like "professional development" and "professional learning" as opposed to "training" which connotes a finite view. It takes time for adults to learn new methods, structures, and strategies of teaching.

Given the research and some of what I understand to be your district's ultimate goals in working toward a comprehensive literacy model, I outlined potential professional learning goals for the next three school years. Additionally, I created two models of how professional learning could be structured for the 2021-2022 SY. Lastly, I provided information related to meeting professional development goals. I hope all of what I've included below helps you understand some of what our team can offer in support of the district's literacy goals. Due to the current pandemic situation, we are currently hosting virtual professional learning hours. If the situation changes, and Heinemann allows consultants to travel, we can discuss that option and the additional fees associated with travel.

I look forward to your thoughts and feedback.

Most Sincerely,
Lea Leibowitz

Goals for 2021-2022 School Year

- Understand the research and theory related to differentiated writing instruction
- Utilize informal assessments to begin to match students with individualized goals, and to use those goals to focus strategy instruction
- Utilize assessment lenses when analyzing student writing
- Understand the methods and structures of differentiated instruction including but not limited to assessment conferences, compliment conferences, 1:1 conferences, coaching conferences, strategy lessons
- Establish record-keeping systems to track student progress
- Understand and capitalize on the reciprocity of reading and writing practices and instruction
- Deepen the knowledge of professional development and coaching methods and techniques
- Deepen administrative knowledge of how to best lead the work through observation and providing quality feedback

Suggested Professional Resources Written by J. Serravallo for 2021-2022 School Year

- Teaching Writing in Small Groups (2021)
- The Writing Strategies Book (2017)
- The Literacy Teacher's Playbook Grades K-2 (2014)
- The Literacy Teacher's Playbook Grades 3-5 (2014)
- Connecting with Students Online (2020)

Goals for 2022-2023 School Year

- Develop a deeper understanding of structures, management, and aspects of writing workshop teaching which includes daily independent writing practice
- Develop a deeper understanding of research and practice behind quantity and volume of writing
- Fine tune the understanding and implementation of workshop structures (minilessons, conferences, share)
- Utilize formative assessment options and continue to work to match differentiated instruction to assessments
- Improve differentiated instruction methods and structures (clarity, pacing)
- Refine record-keeping

Goals for 2023-2024

- Focus on aspects of reading workshop
- Introduce/review other balanced literacy components (interactive read aloud, shared reading, interactive writing, shared writing)
- Other goals TBD based on progress during preceding years

2021-2022 SY Professional Development Details	
Participants	Role
Administration Teams from Zones 1, 2, and 3	<ul style="list-style-type: none"> Attend all sessions led by Jennifer Serravallo Attend all sessions led by Gail Ryan Attend as many sessions as possible led by Barb Golub
8 District Coaches	<ul style="list-style-type: none"> Attend all sessions led by Jennifer Serravallo Attend all sessions led by Barb Golub
3 District Reading Recovery Teacher	
Building Based Coaches from Zones 1, 2, and 3	
Consulting Team	Role
Jennifer Serravallo	<ul style="list-style-type: none"> Establish goals, expectations, and relationships across the district and across the year(s) Lead the consulting team by supporting their planning and implementation Consult with administrators and leadership teams as needed
Gail Ryan	<ul style="list-style-type: none"> Consult the administration teams by deepening their knowledge of content as well as ability to supervise and lead the work <ul style="list-style-type: none"> Observations, giving feedback, leading
Barb Golub	<ul style="list-style-type: none"> Consult the reading recovery teachers, district coaches, and building based coaches by deepening their knowledge of content as well as their ability to professionally develop teachers

2021-2022 Professional Learning Proposal OPTION A					
PD Structure	Content			Hours	Rate
Whole Group Kick-Off Lead by Jennifer Serravallo (September 2021)	Professional Learning Kick-Off <ul style="list-style-type: none">Research and theory that supports the district goalsIntroduction to the PL structure and how each monthly topic supports the goalCollective commitments that will support the workStructures and strategies coaches can use to establish the goal and set up collective commitments			1	\$1500.00
Monthly PD Structure (October-April)	ZONE 1	ZONE 2	ZONE 3	Total Hours	Rate Per Hour
Whole Group Lead by Jennifer Serravallo	One 1-hour session at the beginning of each month (October-April) to introduce the monthly focus			7	\$1500.00
School Based and District Coaches Lead by Barb Golub	Two 1.5-hour sessions per month	Two 1.5-hour sessions per month	Two 1.5-hour sessions per month	63	\$620.00
Administration Lead by Gail Ryan	Two 1-hour sessions per month or one 2-hour session per month			14	\$620.00
District Level Coaches and Reading Recovery Teachers	District level coaches meet with Barb Golub for 1-hour per month to focus on methods of professional development and giving feedback			7	\$620.00
End of Year Whole Group Lead by Jennifer Serravallo (May 2022)	Year-End Reflection and Celebration			1	\$1500.00
Total Option A				93	\$65,580

2021-2022 Professional Learning Proposal OPTION B					
PD Structure	Content			Hours	Rate
Whole Group Kick-Off Lead by Jennifer Serravallo (September 2021)	Professional Learning Kick-Off <ul style="list-style-type: none">Research and theory that supports the district goalIntroduction of the PD structure and how each monthly topic supports the goalCollective commitments that will support the workStructures and strategies coaches can use to establish the goal and set up collective commitments			1	\$1500.00
Monthly PD Structure (October-April)	ZONE 1	ZONE 2	ZONE 3	Total Hours	Rate Per Hour
Whole Group Lead by Jennifer Serravallo	1-hour sessions at the beginning of each month to introduce the focus			7	\$1500.00
School Based and District Coaches Lead by Barb Golub	Two 1-hour sessions per month	Two 1-hour sessions per month	Two 1-hour sessions per month	42	\$620.00
Administration Lead by Gail Ryan	One 1-hour session per month			7	\$620.00
District Level Coaches and Reading Recovery Teachers	District level coaches meet with Barb Golub for 1-hour every other month (October, December, February, April) to focus on methods of professional development and giving feedback			4	\$620.00
End of Year Whole Group Lead by Jennifer Serravallo (May 2022)	Year-End Reflection and Celebration			1	\$1500.00
Total Option B				62	\$46,360

Meeting Professional Learning Goals

The speed with which a district's goals can be accomplished rests on a number of factors, including but not limited to:

1. The buy-in of the staff
2. The extent to which the work is supported and supervised by the administration
3. The extent to which the administration gives feedback to teachers in their process of learning the new methodologies and strategies
4. The number days devoted to professional learning
5. The amount of teacher turnover
6. How aligned the new way of teaching is to what teachers have done in the past
7. The level of support and knowledge from school-based and district level coaches
8. And on and on!

School leadership is important in supporting the work! Where implementation has been most pervasive and speediest, leadership:

- Attends professional learning sessions (for all or part of the sessions)
- Acts as a lead learner and risk-taker in front of the staff (i.e., trying out teaching in front of them when possible, asking to visit their classes to practice teaching)
- Makes the PL focus the focus of formal and informal observations
- Reads professionally and shares what they've read with their staff
- Arranges for time when the consultant is not in the school for professional conversations and/or planning. *Please note, if additional consultant hours are requested, there is an hourly fee related to this work.*