

# 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 Teach Upbeat, LLC (hereinafter "Contractor"), with its principal place of business at 445 Henry Street, Brooklyn, NY 11231.

## 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:

The contractor shall provide services associated with teacher retention using improvement cycles based on data and coaching (The JCPS SY20-21 Upbeat Proposal is attached and incorporated herein by reference). Prior to the sharing of any data with Contractor, Contractor and the Board will enter into a separate Data Sharing Agreement. Contractor shall abide by the JCPS Institutional Review Board rules and procedures for all research involving human subjects, and shall not begin any research activities or data collection prior to approval from the JCPS Institutional Review Board. Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provisions of Article V shall remain the same. \_\_\_\_\_

### 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:                                   | \$110,000  |
| Progress Payments (if not applicable, insert N/A): | \$36,666.67 08/31/2021<br>\$36,666.67 12/03/2021<br>\$36,666.66 06/10/2022 |
| Costs/Expenses (if not applicable insert N/A):     | N/A  |
| Fund Source:                                       | ESSER II funding_____  |

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 1, 2021 and shall complete the Services no later than June 30, 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 July 28, 2021.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

TEACH UPBEAT, LLC  
CONTRACTOR

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

By: Henry Wellington

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

Title: Henry Wellington  
Managing Member

Cabinet Member: Jimmy Adams

\_\_\_\_\_  
(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.**

Marco Munoz

Print name of person making Determination

Human Resources

School or Department

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

\_\_\_\_\_  
Date

Teach Upbeat, LLC

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

# Jefferson County Public Schools

## SY21-22 Upbeat Proposal

### **Presented to**

Dr. Aimee Green-Webb, Chief of Human Resources and  
Dr. Marco Munoz, Employee and Teacher Retention

### **Prepared by**

Henry Wellington, CEO  
Teach Upbeat, LLC





Dr. Aimee Green-Webb, Chief of Human Resources  
Dr. Marco Munoz, Employee and Teacher Retention  
Jefferson County Public Schools  
3332 Newburg Road  
Louisville, KY 40218

May 18, 2021

Dr. Munoz,

Thank you for engaging with Upbeat as a potential partner with Jefferson County Public Schools to increase teacher engagement and retention in your district. We've enjoyed meeting with you to gain further understanding of your school and needs and piloting the Upbeat survey in several schools this academic year. Considering your goals and budget, we put together a proposal for you to consider. We hope that we can find a partnership agreement that accomplishes your objectives and is possible within your budget.

Please feel free to reach out with any questions as you review the Upbeat options. I look forward to hearing your thoughts and discussing next steps.

Sincerely,

Henry Wellington

Teach Upbeat, LLC  
301-518-4918  
[henry@teachupbeat.com](mailto:henry@teachupbeat.com)

## Situational Appraisal

JCPS is putting in place clear strategies to support and increase teacher retention in their district. Part of this effort is to find a reliable, accurate and research-based tool to measure teacher engagement and analyze factors influencing teacher retention. The District needs more data to be able to improve the climate in schools and stem attrition. Additionally, the District recognizes the importance of a partner to support principals in their leadership development to provide the best staff climate possible for their teachers. JCPS shared that data is important but must be part of an overall plan to support and work with leaders both at a district level and at individual schools. This would include a process to interpret the staff culture data that will lead to clear action plans to increase teacher retention for each school. JCPS is looking for a partner to support a select group of schools with improving their overall staff stability to ensure strong schools for all students.

## Key Performance Indicators (KPIs)

Upbeat can provide JCPS with expertise and services to accomplish clear goals by the end of SY2021-22.

The objectives of Upbeat's partnership include, but are not limited to:

1. Increased teacher retention by 3% – estimated increase of 60 teachers retained across 44 schools for cost savings of \$900,000 based on average cost of turnover per teacher nationally
2. Overall staff engagement growth of 3 points based on Upbeat engagement score
3. Growth of five percentage points in two specific goal areas for each principal in district

These goals are based upon the timeline outlined below beginning to assess current strengths and areas of focus across district and by school to create plans to strengthen retention across schools.

## Upbeat Offerings | SY 21-22

| Option 1  |
|---|
| Engagement Survey + Principal Coaching – SY 21-22   |
| <ul style="list-style-type: none"> <li>» Four survey administrations (Fall 2021, Spring 2022)</li> <li>» 88 hours of virtual leadership consultations</li> <li>» PowerPoint presentation on survey results</li> <li>» Survey report</li> <li>» Unlimited administrator level access to the online dashboard through August 30, 2022</li> <li>» One-hour individual principal virtual consultations with an Upbeat Leadership Coach to review results</li> <li>» Customized implementation toolkits for each school based on individual school results</li> <li>» Principal access to Upbeat Leadership Coaches for two months after consultation to provide implementation support</li> </ul> |
| Unit Price: \$2,500/school (16.7% discount)   |
| Qty (estimated number of schools): 44   |
| <b>Total (estimated): \$110,000</b>   |

| Proposed Schools to be Included in Upbeat Survey Administration<br>(with two year retention average) |   |   |
|--|---|---|
| Academy @ Shawnee ( <b>73.9%</b> )   | Iroquois HS ( <b>82.4%</b> )            | Roosevelt/Perry Elementary ( <b>69.4%</b> ) |
| Atkinson Elementary ( <b>92.2%</b> )   | Jacob Elementary ( <b>73.8%</b> )       | Rutherford Elementary ( <b>81.4%</b> )      |
| Breckinridge/Franklin Elementary ( <b>87.7%</b> )  | Johnson MS ( <b>68.3%</b> )             | Sanders Elementary ( <b>77.2%</b> )         |
| Byck Elementary ( <b>80.5%</b> )   | Kennedy Elementary ( <b>66.5%</b> )     | Shelby Elementary ( <b>86.0%</b> )          |
| Camp Taylor Elementary ( <b>88.8%</b> )  | Kerrick Elementary ( <b>82.4%</b> )     | Stuart MS ( <b>55.3%</b> )                  |
| Cane Run Elementary ( <b>65.9%</b> )   | King Elementary ( <b>86.8%</b> )        | TJ MS ( <b>88.8%</b> )                      |
| Coleridge Taylor Elementary ( <b>65.0%</b> )   | Knight MS ( <b>79.2%</b> )              | Trunnell Elementary ( <b>92.3%</b> )        |
| Conway MS ( <b>90.5%</b> )   | Maupin Elementary ( <b>73.9%</b> )      | Valley HS ( <b>80.8%</b> )                  |
| Crums Lane Elementary ( <b>78.7%</b> )   | McFerran Elementary ( <b>84.8%</b> )    | Waggner HS ( <b>84.1%</b> )                 |
| Doss HS ( <b>89.3%</b> )   | Mill Creek Elementary ( <b>88.9%</b> )  | Watson Lane Elementary ( <b>71.6%</b> )     |
| Engelhard Elementary ( <b>92.2%</b> )  | Minors Lane Elementary ( <b>93.3%</b> ) | Wellington Elementary ( <b>89.7%</b> )      |
| Frayser Elementary ( <b>88.0%</b> )  | Newburg MS ( <b>84.7%</b> )             | Western HS ( <b>87.3%</b> )                 |
| Frost 6th Grade ( <b>70.7%</b> )   | Olmsted North MS ( <b>74.5%</b> )       | Wheatley Elementary ( <b>81.0%</b> )        |
| Greenwood Elementary ( <b>82.0%</b> )  | Price Elementary ( <b>87.9%</b> )       | Young Elementary ( <b>82.3%</b> )           |
| Highland MS ( <b>79.9%</b> )   | Rangeland Elementary ( <b>77.1%</b> )   |   |

## Implementation Timeline | Engagement Survey SY 21-22

We propose the following as a tentative implementation timeline for administering the engagement survey next year.

| Engagement Survey   SY 2021-2022 |   |
|----------------------------------|---|
| Deadline                         | Action Step   |
| August 16, 2021                  | Upbeat and JCPS implementation launch meeting   |
| September 20, 2021               | JCPS to share employee names and the following data with Upbeat: <ul style="list-style-type: none"> <li>» Email address</li> <li>» School</li> <li>» Grade Level</li> <li>» Subject Area/Role</li> <li>» Evaluation</li> <li>» Race/Ethnicity</li> <li>» Gender</li> <li>» Total years working experience</li> <li>» Years of experience at school</li> </ul> |
| October 12-22, 2021              | Survey Administration Window  |
| November 8, 2021                 | Administrators and school principals receive access to online dashboard and data reports by school.   |
| November 8, 2021                 | Upbeat meets virtually with JCPS leadership to share results.   |
| November 15-19, 2021             | Virtual consultations with school leaders on results.   |
| January 10, 2022                 | Review Fall survey process and plan for Spring 2022.  |
| March 7, 2022                    | JCPS to share updated employee data.  |
| March 28-April 8, 2022           | Survey Administration Window  |
| April 25, 2022                   | Administrators and school principals receive access to online dashboard and data reports by school.   |
| April 25, 2022                   | Upbeat meets virtually with JCPS leadership to share results.   |
| May 2-6, 2022                    | Virtual consultations with school leaders on results.   |
| June, 2022                       | Review survey process and plan for SY22-23  |

## Upbeat Workshops and Implementation Support

Additional in-person professional development sessions based on JCPS' needs are available. For an additional \$2,500/day + travel costs, this could include any of the following:

- School board presentation
- Data review, feedback and next steps with new teachers (or any subgroup of teachers deemed as a retention priority for the district)
- Data review, feedback and next steps session with faculty at an individual school
- Further individual in-person Principal coaching
- Leadership PD on areas like Principal/Teacher Trust, Teacher Appreciation, Teacher Collaboration, etc...

## References

Please feel free to reach out to anyone below regarding our services.

### Newton County Schools

**Nyree Sanders**

Director of Human Resources Newton  
County Schools  
Atlanta, GA  
Office: 770.787.1330 ext. 1125  
Cell: 770.595.8508  
[sanders.nyree@newton.k12.ga.us](mailto:sanders.nyree@newton.k12.ga.us)

**Samantha Fuhrey**

Superintendent Newton  
County Schools Atlanta, GA  
770.787.1330  
[fuhrey.samantha@newton.k12.ga.us](mailto:fuhrey.samantha@newton.k12.ga.us)

### Pflugerville ISD

**Willie Watson**

Chief Human Resources Officer  
Pflugerville ISD  
Austin, TX  
512-585-9668  
[willie.watson@pfisd.net](mailto:willie.watson@pfisd.net)

### Greenville County Schools

**David McDonald**

Assistant Superintendent for School Leadership, Middle Schools  
Greenville County Schools Greenville, SC  
(864) 355-8852  
[dmcDonald@greenville.k12.sc.us](mailto:dmcDonald@greenville.k12.sc.us)

**Lynn Gibbs**

Executive Director of Human Resources, Greenville  
County Schools  
Greenville, SC  
864-355-3981  
[lpGibbs@greenville.k12.sc.us](mailto:lpGibbs@greenville.k12.sc.us)

We very much appreciate the opportunity to work with you and look forward to your thoughts and discussion of next steps.