

**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 NWEA (hereinafter “Contractor”), with its principal place of business at 121 NW Everett Street, Portland, Oregon 97209.

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. The NWEA Master Subscription Agreement between parties (“NWEA MSA”) is attached to this agreement as Attachment A and incorporated herein. In the event of a conflict between any provisions of the NWEA MSA and any provisions of this Contract, this Contract 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 twenty (20) events of customized Professional Learning which will be delivered either on site or virtually to school and district leadership teams. Five (5) events will be prior to fall administration of the Measures of Academic Progress Assessment, five (5) will be following the fall MAP Assessment, five (5) will be following the winter MAP assessment, and five (5) will be following the spring MAP assessment. The goal of these Professional Learning sessions is to prepare school leaders to engage protocol-driven cycles of data analysis, action planning, progress monitoring of instruction and learning, and adjust action plans to elevate equity and support accelerated learning. Contractor shall

provide fifty-eight (58) schools with four (4), one-day on-site visits for school-level Professional Learning to meet specific district needs in support of teachers, coaches and school leaders in identified JCPS schools for a total of two-hundred and thirty-two (232) events. In these schools, NWEA will provide building-level professional support for teachers, coaches and leaders, through PLC's by implementing a strong culture of data use, engaging in protocol-driven cycles of data analysis, action planning, progress monitoring of learning, responsive planning, and evaluating impact. The cost for each professional learning event whether conducted onsite or virtually is \$3,500. The total cost for the professional learning is \$882,000. Contractor and Department of Teaching and Learning shall agree upon the dates, locations (schools), and modalities (either onsite or virtual) for all professional learning events.

### 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:	\$882,000.
Progress Payments (if not applicable, insert N/A):	Teaching and Learning will submit the purchase order.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Fund

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 28, 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.

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

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, not more than once a year, to request an audit of all accounting reports, books, or records (collectively "Financial Records") which concern the performance of the Services. The Financial Records audit shall take place during normal business hours at the Contractor's place of business, or a third party location to be agreed upon by the parties. Contractor shall retain all

financial 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.
- I. For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

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

NWEA  
CONTRACTOR

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

By: *Geri Cohen*\_\_\_\_\_

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

Title: Geri Cohen  
CFO & EVP, Corporate Services

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.**

Susan Price

Print name of person making Determination

Curriculum Development & Learning

School or Department

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

\_\_\_\_\_  
Date

NWEA

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



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 07/01/2021
License End Date: 06/30/2022

Created Date: 05/27/2021
Quote Number: 00045569
Partner ID: 6286

Prepared By: Holly Sears
Phone:
Email: holly.sears@nwea.org

Contact Name: Susan Price
Phone: (502) 777-9572
Email: susan.price@jefferson.kyschools.us

Bill To Name: Jefferson County Public Schools
Bill To Address: Attn: ACCOUNTS PAYABLE
3001 Crittenden Drive
Louisville, KY 40209

Ship To Name: Jefferson County Public Schools
Ship To Address: P.O. Box 34020
Louisville, KY 40232-4020

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include Custom Professional Learning Workshop and Virtual Technical Consulting (hourly).

Quote Discount -\$129,000.00
Quote Subtotal \$882,000.00
Estimated Tax \$0.00
Grand Total \$882,000.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title \_\_\_\_\_



## **Jefferson County Public School and NWEA Professional Learning Partnership Proposal:**

*Data Conversations + Responsive Teaching and Learning for Equity and Acceleration*

NWEA is pleased to present the following professional learning partnership proposal to Jefferson County Public Schools. We are grateful for the opportunity to further serve your students and staff. We take pride in using a consultative approach to planning, designing and delivering professional learning that best meets the needs of our largest partners. This plan is flexible and can be adjusted now or later in the school year to best meet the needs of your staff. All content and all sessions can be delivered onsite or virtually depending on the needs of the district at the proposed time and date of the workshops.

For the 2021-2022 school year the intension is to work at both a district and school leadership level (20 “days”) as well as work closely with 58 schools (schools to be determined by JCPS) at the PLC level 4-times per year (232 “days”).

Below, you will find intended outcomes, brief descriptions, recommended participants and proposed pricing information for the professional learning.

### **Outcomes**

- + Build leadership team capacity to create conditions necessary for building a strong culture of data use to support acceleration
- + Build teacher capacity to use MAP Growth and other data to engage in responsive teaching and learning to support acceleration
- + Build leadership team and teacher capacity to leverage data to elevate equity and address unfinished learning
- + Sustain personalized, on-going, job-embedded professional learning and coaching across the year

## 2021-2022 Professional Learning At-a-Glance

Pre-Fall testing	Post-Fall testing	Post-Winter testing	Post-Spring testing
<b>JCPS Leadership Teams Tract</b>			
+ Building a Strong Culture of Data Use for Equity and Acceleration: <b>Leadership Edition</b>	+ Fall Data Conversations for Leadership Teams to Support Equity and Acceleration	+ Winter Data Conversations for Leadership Teams to Support Equity and Acceleration	+ Spring Data Conversations for Leadership Teams to Support Equity and Acceleration
<b>School-Level PLC Tract</b>			
+ Building a Strong Culture of Data Use for Equity and Acceleration: <b>PLC Edition</b>	+ Responsive Planning for Equity and Acceleration	+ Monitoring Progress of Equity and Acceleration	+ Evaluating the Impact of Equity and Acceleration Efforts
<b>School-Level Follow-Up</b>			
	+ Virtual Consult 4 weeks post-workshop	+ Virtual Consult 4 weeks post-workshop	+ Virtual Consult + 4 weeks post-workshop

## 2021-2022 Professional Learning Descriptions, Participants and Sessions

Session Name	Brief Session Description	Modality & Participants	Number of Sessions/Days	Cost
Building a Strong Culture of Data Use for Equity and Acceleration: <i>Leadership Edition</i>	Leaders will explore the conditions necessary for building a strong culture of MAP Growth and other data use as well as prepare their schools to engage in protocol-driven cycles of data analysis, action planning, progress monitoring, and action plan adjustment to elevate equity and support accelerated learning.	+ Onsite or Virtual + 3-hours + Principals + 1 + Assistant Principals + ECE specialists	5 days/ 10 sessions	\$17,500
Fall Data Conversations for Leadership Teams	Leaders will prepare to engage in and support Fall data conversations with stakeholders and monitor their school's progress toward building a strong culture of data use to support acceleration.  + <b>Determine areas of focus for equity and acceleration</b>	+ Onsite or Virtual + 3-hours + Principals + 1 + Assistant Principals + ECE specialists	5 days/ 10 sessions	\$17,500
Winter Data Conversations for Leadership Teams	Leaders will prepare to engage in and support Winter data conversations with stakeholders and monitor their school's progress toward building a strong culture of data use to elevate equity and support acceleration.  + <b>Monitor progress of plans made for equity and acceleration and adjust based on data</b>	+ Onsite or Virtual + 3-hours + Principals + 1 + Assistant Principals + ECE specialists?	5 days/ 10 sessions	\$17,500
Spring Data Conversations for Leadership Teams	Leaders will prepare to engage in and support Spring data conversations with stakeholders and monitor their school's progress toward building a strong culture of data use to elevate equity and support acceleration.	+ Onsite or Virtual + 3-hours + Principals + 1 + Assistant Principals + ECE Specialists?	5 days/ 10 sessions	\$17,500

	<ul style="list-style-type: none"> <li>+ Evaluate impacts of plans for equity and acceleration</li> <li>+ Determine successes for 21-22 and action plans for 22-23</li> </ul>			
Building a Strong Culture of Data Use for Equity and Acceleration: <i>PLC Edition</i>	<p>PLCs will explore the conditions necessary for building a strong culture of MAP Growth and other data use as well as prepare to engage in protocol-driven cycles of data analysis, action planning, progress monitoring, and action plan adjustment to elevate equity and support accelerated learning.</p> <ul style="list-style-type: none"> <li>+ Re-establish best MAP Growth practices</li> <li>+ Plan to implement high-leverage PLC actions to elevate equity and support acceleration</li> </ul>	<ul style="list-style-type: none"> <li>+ Onsite or Virtual</li> <li>+ PLCs</li> </ul>	58 days	\$203,000
Responsive Planning for Equity and Acceleration for PLCs	Teachers will explore how MAP Growth data supports just-in-time instructional decisions, experience a lesson planning process to respond to academic variance in student readiness, and prepare to leverage formative assessment practices to make real-time instructional decisions with students.	<ul style="list-style-type: none"> <li>+ Onsite or Virtual</li> <li>+ PLCs</li> </ul>	58 days	\$203,000
Monitoring Progress of Equity and Acceleration for PLCs	Teachers will analyze midyear growth and achievement data to monitor impact of responsive planning and make necessary adjustments to action plans to elevate equity and support increased acceleration.	<ul style="list-style-type: none"> <li>+ Onsite or Virtual</li> <li>+ PLCs</li> </ul>	58 days	\$203,000
Evaluating the Impact of Equity and Acceleration for PLCs	Teachers will analyze trends in Fall-Winter-Spring data to determine successes in 21-22 and opportunities for growth in 22-23.	<ul style="list-style-type: none"> <li>+ Onsite or Virtual</li> <li>+ PLCs</li> </ul>	58 days	\$203,000
Fall Virtual Consults for School Teams	Follow-up support and coaching between consultant and school leadership related to implementation of Fall professional learning concepts	<ul style="list-style-type: none"> <li>+ Virtual</li> <li>+ 1-hour</li> </ul>	58	-

Winter Virtual Consults for School Teams	Follow-up support and coaching between consultant and school leadership related to implementation of Winter professional learning concepts	+ Virtual + 1-hour	58	-
Spring Virtual Consults for School Teams	Follow-up support and coaching between consultant and school leadership related to implementation of Spring professional learning concepts	+ Virtual + 1-hour	58	-
<b>Total:</b>			<b>\$882,000</b>	