

**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 Cooperative Strategies LLC (hereinafter “Contractor”), with its principal place of business at 8955 Research Drive, Irvine, CA, 92618.

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:

Boundary Analysis Consulting as provided on pages 22-27 in the Comprehensive Planning Services document which is attached and incorporated herein by reference.

Additional consulting services related to the review of the Jefferson County Public Schools’ student assignment plan from the offerings listed in the attached Comprehensive Planning Services document, including, but not limited to:

- Assist with Board redistricting

- Assist with school choice planning as requested
- Assist with facilities planning as requested

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:

\$200,000 for Boundary Analysis to be paid monthly at a rate of \$20,000 per month for 10 months.

Additional consulting services at an hourly rate, not to exceed \$40,000:

- Executive Director: \$175/hr
- Senior Director: \$150/hr
- Associate Director: \$95-135/hr
- Senior Associate: \$85/hr
- Associate: \$75/hr

The entire contract amount is not to exceed \$240,000.

Progress Payments (if not applicable, insert N/A):	NA
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	General

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 28, 2021 and shall complete th

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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

Cooperative Strategies LLC

CONTRACTOR

By: _____

By: Scott Leopold

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

Title: Executive Director

Cabinet Member: Robert Moore

(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.

Cassiopia Blausey

Print name of person making Determination

School Choice

School or Department

Cassiopia Blausey
Signature of person making Determination

06/26/2021

Date

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



BOUNDARY ANALYSIS

Attendance boundary redistricting is a process used by school districts when it has become apparent that re-distribution of students among schools is necessary. This may be due to a variety of factors, including the opening of a new school, increasing or decreasing enrollment, housing trends, in and out migration, or balancing facility capacity.

We have facilitated over 100 boundary analysis projects for school districts in all areas of the country.

To ensure consistency with a school district's goals and priorities, we communicate with their administration early in the process to establish a set of criteria to base potential boundaries off of. Criteria may include elements such as:

Boundary Criteria

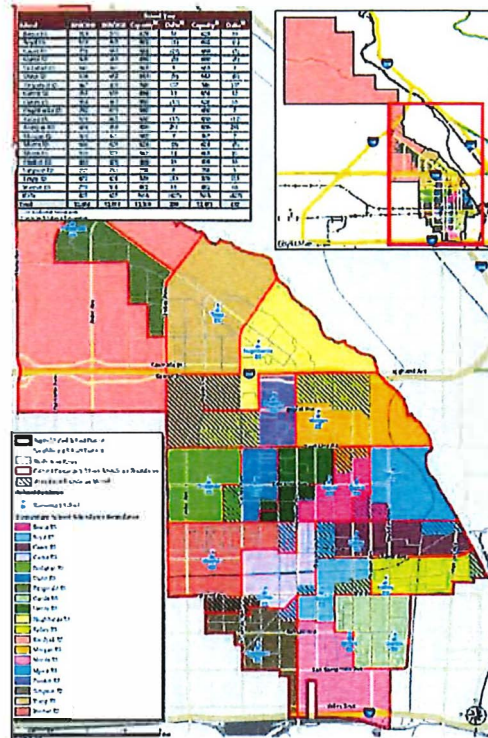
- Balanced utilization (enrollment vs. capacity)
- Enrollment trends and projected growth
- Clean feeder patterns
- Educational programs
- Socio-economic makeup of student bodies
- Transportation costs

Planning Parameters

- Proximity to school
- Travel time
- Program continuity
- Facility utilization
- Diversity

Our advanced technological capabilities enable us to demonstrate a variety of options to our clients. By mapping students and attendance boundaries using Geographical Information Systems (GIS), we display important information in an illustrative, meaningful way.

Using GIS, we incorporate criteria such as natural geography, bus ride times, and demographic make-up of a student population to develop boundary scenarios quickly and precisely.

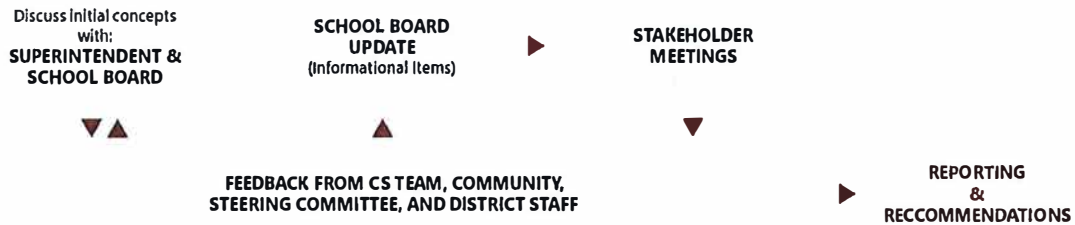


GAINING COMMUNITY AND STAKEHOLDER SUPPORT

School boundary changes—perhaps even more than most K12 planning projects—can be challenging for school districts to navigate and stakeholders to accept. We know that the most successful redistricting processes **provide stakeholders with the data and tools to empower them to create different boundary scenarios, see their impact, and work in small groups to discuss the benefits and challenges of each option.**

Our role is to foster data-driven discussions by equipping District leaders and stakeholders to work together—all from the same data, all with the same constraints and opportunities—so that redistricting plans are created with community stakeholders in a productive, dialogue-rich process.

To truly incorporate stakeholders, we engage with them multiple times throughout the process.



This ensures redistricting options/scenarios are authentically developed based on community and school district feedback every step of the way.

STATEMENT OF WORK – BOUNDARY ANALYSIS

Cooperative Strategies, LLC (CS or "We") will provide Boundary Analysis services to Jefferson County Public Schools (JCPS or "School District"). These services identify potential attendance boundaries that minimize the disruption of students while maximizing the efficiency of school facilities. The table below details the specific activities and tasks we will perform under this Statement of Work. To make planning more manageable, the County will be divided into four planning areas that will each have focused steering committees and community engagement.

ACTIVITY	TASKS
<p>1. Plan for Planning</p>	<p>1.A. Facilitate Kick-Off Meeting</p> <p>CS will facilitate a Kick-Off Meeting to ensure clear agreement on project objectives and expectations and gain consensus on the process we will be implementing. We will use this meeting with administration to fully familiarize ourselves with the School District's mission and function and discuss approach. We will discuss roles, functions, and responsibilities, anticipate issues, and prepare for project roll-out.</p> <p>1.B. Compare Processes</p> <p>CS will discuss processes that comparable school districts use to address the same kinds of issues. These could include:</p> <ul style="list-style-type: none"> • Criteria for benchmarking • Benefits of developing planning areas within JCPS • Best practices on how to incorporate magnet and district-wide programs <p>1.C. Attend Board Meeting</p> <p>At the School District's request, CS will participate in a Board of Education meeting to present the Redistricting Plan process and approach to the Board for final approval. During this meeting, we will ensure stakeholders understand project expectations as well as the process to be implemented.</p>
<p>2. Collect & Review Data</p>	<p>2.A. Data Collection</p> <p>CS will gather and review data pertinent to the redistricting process. The data may include such things as:</p> <ul style="list-style-type: none"> • Existing enrollment projections • School District demographic profile • GIS data • Capacity of facilities • JCPS's program profile, financial, and budgetary information

ACTIVITY	TASKS
<p>2. Collect & Review Data <i>(continued)</i></p>	<p>2.B. Project Website CS will create a project website and update it throughout the project to ensure public information is current with project schedules and status.</p>
<p>3. Assemble Redistricting Committee</p>	<p>3.A. Redistricting Committee CS will assemble one Redistricting Committee per planning region to facilitate the development and implementation of the redistricting plan process. The committee will:</p> <ul style="list-style-type: none"> • Represent a broad cross-section of school and non-school community members • Include representatives from all JCPS school facilities • Meet approximately 5 times <p>We will work together to outline committee roles and responsibilities. While the Redistricting Committee will provide community representation throughout the process, it will not be responsible for the final decision.</p>
<p>4. Develop Boundary Criteria</p>	<p>4.A. Establish School Boundary Criteria CS will facilitate a work session with JCPS staff or the Redistricting Committee to help establish the criteria to be used as planning parameters for the new boundary adjustments. These criteria will help ensure equity and fairness across JCPS and will be reflective of the School District’s values and fiscal responsibilities.</p> <p>4.B. Community Outreach – Boundary Criteria CS will develop an interactive online survey to collect feedback from the community around criteria that will be used to develop boundary change options. The interactive survey will include embedded video clips throughout to ensure a comprehensive understanding of the content that the participants will be providing feedback on. All responses will be tabulated and reported.</p>
<p>5. Supplemental Focus Groups – Boundary Criteria</p>	<p>5.A. Supplemental Focus Groups – Boundary Criteria CS will include an application to participate in virtual focus group sessions at the end of the interactive survey. We will facilitate up to 10 focus group sessions with 10-15 participants each; these sessions will include a discussion around boundary change options. This feedback will be summarized and included in the report boundary options online survey.</p>

ACTIVITY	TASKS
<p>6.</p> <p>Provide Interactive Mapping</p>	<p>6.A. School Locator Software</p> <p>CS will provide software as a service (SaaS) known as myschoolLOCATION™. This SaaS will create the school location software that will be available for the School District's residents to identify which boundaries they reside in and the specific school sites their students can attend. The information in myschoolLOCATION™ is based on the boundaries used in the study, which are either provided by JCPS or developed during the project by CS.</p> <p>During the school year(s) in which we are providing attendance boundary redistricting services, myschoolLOCATION™ will be linked to and accessible through the School District's website. This service is template based and is offered as-is for the duration of the project. Should JCPS wish to retain the SaaS after the school year(s), we can provide it via:</p> <ul style="list-style-type: none"> • A separate maintenance agreement for myschoolLOCATION™ • A subsequent agreement under which we are providing additional attendance boundary redistricting or other relevant applicable services
<p>7.</p> <p>Develop Scenarios</p>	<p>7.A. Boundary Scenario Work Session</p> <p>CS will facilitate a work session with the School District to develop draft boundary options (or "scenarios"). These scenarios are created to adhere to the criteria developed by stakeholders, including the Steering Committee, Board, and School District leadership.</p> <p>We will develop an Options Packet that outlines each of the scenarios drafted during the work session. JCPS can then use this packet at community meetings.</p>
<p>8.</p> <p>Community Outreach</p>	<p>8.A. Community Presentation</p> <p>CS will facilitate 1 meeting per planning region to share the options with the community. During these meetings, participants respond to individual questionnaires to rank and rate each boundary option. They then work in small groups where we encourage them to reach consensus/develop a collective response regarding which options they recommend.</p> <p>8.B. Web Questionnaire</p> <p>To ensure full participation from all interested stakeholders, CS will provide a web-based questionnaire to community members who were unable to attend in-person meetings.</p>

ACTIVITY	TASKS
<p>9. Finalize Recommended Options and Prepare Report</p>	<p>9.A. Finalize Recommended Options CS will hold a one-day work session with the School District to finalize the recommended options/scenarios. These options will incorporate input from the community meeting(s) and the Redistricting Committee.</p> <p>9.B. Final Report CS will compile the preferred option into an official recommendation and submit it to the Board of Education (Board) for review.</p> <p>9.C. Attend Board Meeting At the School District's request, CS will participate in a second Board meeting to answer any questions or provide clarification regarding the recommended options.</p>