

**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 Big Picture Learning, Inc. (hereinafter "Contractor"), with its principal place of business at 325 Public Street, Providence, RI 02905.

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 will support Breckinridge Metro High School in the implementation of Big Picture Learning (BPL) school design components in the 2021-2022 school year. BPL will provide leadership coaching, professional development for staff, and BPL networking opportunities. Below is a list of activities which BPL will employ during the term of this agreement.

1. Leadership Coaching- BPL will partner with district and school leaders to develop capacities needed to lead a BPL school and engage in ongoing improvement.

2. Staff Training/Coaching-BPL will develop and provide education, training, and support services for school advisors and staff.

3. Leadership Conferences-Annual gathering of network schools designed to support school leaders and staff in strengthening BPL distinguisher in their practice.

See schedule of services attached.

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:	\$18,500
Progress Payments (if not applicable, insert N/A):	3 progressive payments: 1st payment \$6,250, 2nd payment \$6,000, 3rd payment \$6,000. Payments due within 30 days of invoice with last payment due on May 15, 2022.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	1291053-XXXX-SPCXN

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.

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 March 30, 2022 to be effective July 28, 2021.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Big Picture Learning, Inc.
CONTRACTOR

By: _____

By: M. R. Brezler

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

M.R. Brezler
Title: Chief Operating Officer

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.

Tommy Moss

Print name of person making Determination

Breckinridge Metro High School

School or Department

Signature of person making Determination

Date

Big Picture Learning, Inc.

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



Contract with Breckinridge Metro High School for Professional Development & Technical Support SY 2021-22

I. Overview. Big Picture Learning ("BPL") will support **Breckinridge Metro High School** ("Customer") in the implementation of BPL school design components in the 2021-2022 school year. As part of the support, BPL will provide leadership coaching, professional development for staff, and BPL networking opportunities. Below is a list of activities which BPL will employ during the term of this agreement.

II. Description of Services.

- **Leadership Coaching.** BPL will partner with district and school leaders to develop capacities needed to lead a BPL school and engage in ongoing improvement.
- **Staff Training/Coaching.** BPL will develop and provide education, training, and support services for school advisors and staff.
- **Leadership Conference.** Annual gathering of network schools designed to support school leaders and staff in strengthening BPL distinguishers in their practice.

III. Term. This agreement is effective on July 27, 2021 and expires June 30, 2022.

IV. Service Costs

Service	Cost
Coaching and Support <ul style="list-style-type: none"> 2 days of coaching to be used for in-person training and feedback 	\$4,500
Virtual Innovative Schools Coaching Series <ul style="list-style-type: none"> Virtual Professional Development sessions - two 90-minutes sessions to support school team 	\$1,500
Leadership Conference <ul style="list-style-type: none"> Conference registration (including travel, lodging, and conference fees) for six (6) people (@ \$2,500 per person) 	\$15,000
Total: \$21,000	

V. Payment Terms. The total payment for Big Picture Learning's work as described above is **\$21,000**. Payments will be invoiced according to the schedule below:

- **Payment #1:** December 15, 2021 – Payment of \$ 7000
- **Payment #2:** March 15, 2022 – Payment of \$ 7000
- **Payment #3:** May 15, 2022 – Payment of \$ 7000

Please note, our remittance address has changed. Please update your records and send all payments to:

**Big Picture Learning
PO BOX 845658
BOSTON, MA 02284-5658**

- Please pay all invoices within 30 days. Delinquent payments will be assessed a 1.5% interest charge per month. If payment exceeds 60 days past due, all services will be discontinued until payment is received.
- No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

NOTE: All services are expected to be completed by the contract end date. All efforts will be made by BPL to complete all services as listed in this contract. Any unused services will expire on the contract end date.

VI. Big Picture Learning Expectations.

- a. **Marketing/Promotion:** Big Picture Learning may list your school on our website, and other materials, as a member of the Big Picture Learning Network. Your school will include, at a minimum, the BPL logo prominently on your school website, with the BPL hyperlink back to www.bigpicture.org.
- b. **Research:** Your school may be asked to participate in ongoing research, designed to continue improving BPL services and expand our mission. Your school agrees to participate in this research, and in doing so, also agrees to provide student data (in the aggregate and without identifiable information and in compliance with relevant privacy regulations) and school data to BPL in a timely manner.

VII. Indemnification. Provided that we are otherwise reasonably in compliance with our Agreement, Customer indemnifies Big Picture Learning (BPL) from and against any liability from their respective Union/collective bargaining agreements and relationships. Customer is required to advise BPL immediately of any instance of a collective bargaining issue materially involving BPL, our staff and/or services.

VIII. Contact Information

Big Picture Learning

For Contract Inquiries:

M.R. Brezler, Chief Operating Officer

Big Picture Learning

For Invoice Inquiries:

Pam Genovesi Macdonald, Manager
Financial Operations

Big Picture Learning

325 Public Street
Providence, RI 02905
Office: 401.447.5062
Fax: 1.401.223.6575
mrbrezler@bigpicturelearning.org

325 Public Street
Providence, RI 02905
Office: 401.743.3795
Fax: 919.573.0787
pgmacdonald@bigpicturelearning.org

Customer

Coordinator of Contract

Name: Thomas Moss
Title: Principal
School/District: Breck Metro-JCPS
Email: tommy.moss@jefferson.kyschools.us
Phone: 502485-6678

Business Office/Invoices

Name: Kennedy Scott
Title: Order/Rec Clerk
School/District: Breck Metro-JCPS
Email: kennedy.scott@jefferson.kyschools.us
Phone: 5024856678

Mailing Address

1128 East Broadway
Louisville Ky 40204

- IX. Termination.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon Termination, Customer is responsible for prompt payment to Big Picture Learning for all services rendered and for reasonable expenses and non-cancellable commitments incurred in the performance of this Agreement up to and including the date of termination.

X. Signatures

Big Picture Learning

By: MR Brezler
(Signature)

Name: M.R. Brezler

Title: Chief Operating Officer

Date: 7/27/2021

Customer

By: Thomas Moss
(Signature)

Name: Thomas Moss

Title: Principal

Email: tommy.moss@jefferson.kyschools.us

Date: 7/27/2021



Addendum to Contract #576 For Coaching Services

This document is in reference to **Contract with Breckinridge Metro High School for Professional Development & Technical Support SY 2021-22**, an agreement dated **July 27, 2021**, between **Breckinridge Metro High School** and **Big Picture Learning**.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be as valid as if part of the original contract.

- Increase coaching days from 2 to 3 onsite days (increase of \$2250)
- Decrease total registrations of the Leadership Conference from 6 to 4 (decrease of \$5000)
- **The new contract total is \$18,250.00**
- The new payment schedule will be as follows:
 - December 15, 2021: 6250
 - March 15, 2022: 6000
 - May 15, 2022: 6000

No other terms or conditions of the contract are negated or changed as a result of this addendum.

Big Picture Learning

By: MR Brezler
(Signature)

Name: M. R. Brezler

Title: Chief Operating Officer

Date: 8/11/2021

Customer

By: Thomas Moss
(Signature)

Name: Thomas Moss

Title: Principal

Email: tommy.moss@jefferson.kyschools.us

Date: 8/12/2021



Addendum to Contract #576 For Coaching Services

This document is in reference to **Contract with Breckinridge Metro High School for Professional Development & Technical Support SY 2021-22**, an agreement dated **July 27, 2021**, between **Breckinridge Metro High School** and **Big Picture Learning**.

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- Decrease total registrations of the Leadership Conference from 6 to 4 (decrease of \$5000)
- **The new contract total is \$18,250.00**
- The new payment schedule will be as follows:
 - December 15, 2021: 6250
 - March 15, 2022: 6000
 - May 15, 2022: 6000

No other terms or conditions of the contract are negated or changed as a result of this addendum.

Big Picture Learning

By: MR Brezler
(Signature)

Name: M. R. Brezler

Title: Chief Operating Officer

Date: 8/11/2021

Customer

By: Thomas Moss
(Signature)

Name: Thomas Moss

Title: Principal

Email: tommy.moss@jefferson.kyschools.us

Date: 8/12/2021