

**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 BetterLesson, Inc., with its principal place of business at 955 Massachusetts Avenue, Cambridge, MA 02139.

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:

BetterLesson provides a dedicated Partner Success Manager for event planning and tailored learning experiences designed to support and meet JCPS goals. Sessions and resources are tailored to address the development of teacher skills in utilizing blended learning tools, high quality instructional practices for mathematics centered upon standards implementation, instructional planning for deeper learning, effective use of data, analysis of student work for progress monitoring, social-emotional learning practices, racial equity practices, and academic support for students. Teachers will be able to self-select the sessions that support their individual progress. The sessions available are outlined in the attached proposal. Sessions will be provided in accordance with the BetterLesson February 9, 2022 Letter of Agreement attached hereto and

incorporated herein. In the event of a conflict between the terms of this Contract and the terms of the Attachment, the terms of this Contract shall prevail.

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:	\$90,000.00
Progress Payments (if not applicable, insert N/A):	NA
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	Title II

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on May 25, 2022 and shall complete the Services no later than June 30, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 25, 2022.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR

By: _____

By: Matthew Kennard

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

Title: Matthew Kennard
CEO

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

Teaching & Learning

School or Department

Signature of person making Determination

Date

BetterLesson, 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



February 9, 2022

Jefferson County Public Schools, Louisville KY

Dear Jefferson County Public Schools

We are honored to continue our partnership with Jefferson County Public Schools in the 2022-23 school year, building upon the work we've done together over the 2021-22 school year to shift math instruction across the district's middle schools, and advancing the work to vertically align math practices in the elementary, middle schools, and high schools.

About BetterLesson

Founded in 2009, BetterLesson's mission is to empower schools and districts to develop and retain innovative, student-centered teachers, instructional coaches, and leaders. BetterLesson's leading-edge professional development platform supports K-12 educators to design and implement student-centered learning strategies that solve their most pressing challenges and enhance student and teacher engagement, achievement, and joy in the classroom.

Our personalized model is informed by years of rigorous investigation, analysis, and codification. A host of prominent organizations incorporate our research and thought leadership into their resources and tools, including New Schools for New Orleans, RELAY Graduate School of Education, The Friday Institute, The Highlander Institute, Next Generation Learning Challenges, The Rogers Family Foundation, The Clayton Christensen Institute, and Jobs for the Future.

Our white papers and guides are relied upon by many school leaders to inform their thinking about effective human capital development and include:

- [*Personalized Learning on a Continuum: Strategies that Work for Different Teacher Archetypes*](#)
- [*A Guide to Implementing Effective Coaching*](#)

Open Up Resources (OUR) shares our belief that personalized, job-embedded professional learning is a critical component of successful curriculum implementation. The professional experiences we've designed are grounded in the research on adult learning and mirror the pedagogies and routines within the curriculum. Our capacity-building approach focuses on the manageable steps educators can take from week to week to sustain long-term learner-centered changes in practice.

Our ultimate goal is to support Jefferson County Public Schools in your K-12 district-level vision to create student-centered learning environments that are sustained by a culture of collaboration and feedback loops between and among teachers and administrators. This proposal includes descriptions of BetterLesson services that align with Jefferson County Public Schools K-12 Math Curriculum goals. We share your belief that ongoing and sustained professional development is a critical component of a successful implementation for administrators, instructional coaches, teachers, and students. We are committed to helping your educators understand the essential components, methodologies, and pedagogies within the curriculum in order to implement them with integrity.

Partnership Vision for Jefferson County Schools Schools

Jefferson County Public Schools and BetterLesson believe that K-12 educators need a personalized approach to professional learning that creates an environment of risk-taking and ongoing reflection that is reinforced through intensive and sustained job-embedded coaching. With this core belief in mind, we are excited to offer our innovative professional development services to your K-12 math educators. This proposal is designed to match your K-12 strategic vision for professional growth with BetterLesson's customized approach to capacity building, equitable student-outcomes, and JCPS Three Pillars and Six Systems.

JCPS BetterLesson Partnership Scope of Work: Experiential Personalized Job-Embedded Professional Learning for K-12 Math Educators

Our 2022-2023 partnership will include the following Experiences:

- A. Virtual Summer Math Institute 2022 for JCPS Educators with 40 two hour virtual workshops delivered July 26th, July 27th, and July 28
- B. 20 On-Demand Flexible Learning Workshops to accelerate instructional strategy attainment, build capacity, and provide additional agility, professional learning opportunities, and momentum throughout the school year.

Programs and Products Included for the K-12 Math Department 2022-23 School Year

Experience A: Virtual Summer Math Institute 2022 Workshop Series for Educators

Each session is **2 hours** in length. Sessions strive to break up the topic into manageable and actionable chunks, and planning and implementation between sessions using the Try- Measure -Learn (PDSA) framework makes the learning ongoing and job-embedded. Up to 15 teachers may participate in each session.

	July 26		July 27		July 28	
	9-11am	1-3pm	9-11am	1-3pm	9-11am	1-3pm

Teacher and Coaches	JCPS Year 1 IM	JCPS Year 1 IM	JCPS Year 1 Number Sense Routines	JCPS Year 1 Building a Classroom Community		
	CPM Year 1	CPM Year 1	CPM Year 1	CPM Year 1	CPM Year 1	CPM Year 1
	Cool Downs to Clarify Misconceptions and Review Previous Lessons 3 sessions	Creating a Culture for Problem Based Math 2 sessions	Flexible Math: Intro to Student Centered Math Practices 2 sessions	Facilitating a Problem-Based Activity 2 sessions	Introduction to the 5 Practices 2 sessions	Introduction to the Math Language Routines 2 sessions
	GA26 Just-in-Time Math Supports: Accelerating Learning for All Students 3 sessions	OUR15 Scaffolds that Support Sense Making with OUR Math 3 sessions	English Learners 2 sessions	Using Task Purposes to Plan for a Lesson 2 sessions	Planning with the 5 Practices 3 sessions	Planning with the Math Language Routines 3 sessions
These sessions are the exchanges. If possible 2 sessions of each. I think this will be very popular.	Self Management and Self Awareness: Understanding the Impact of our Emotions	Relationships and Social Awareness: Building a Classroom Community	Responsible Decision Making: Helping Students Analyze Their Actions	Creating Safe Spaces: Creating Classrooms Where Learners can Thrive	De-escalation Tactics and Mindsets: Making Classroom Manageable and Fun	Fundamentals of Culturally Responsive Teaching: Moving from Awareness to Action
Coaches and Leaders	IL6 Academic Gaps: Using Data to Stop the Slide and Move Forward 2 sessions	IL9 Flexible Assessment for Leaders: Strategically Approaching Data and Feedback 2 sessions	IL10 Caregiver Connection: Setting Up Systems to Partner with Families 2 sessions	Formative Assessment and Differentiation 2 sessions	Trauma Informed Practices 2 sessions	

Experience B: On-Demand Flexible Learning Workshops

On-Demand Flexible Learning Workshops to accelerate instructional strategy attainment, build capacity, and provide additional agility, professional learning opportunities, and momentum throughout the school year.

Experience C: BL Connect Asynchronous Courses

Jefferson County Public Schools will have unlimited access to research-based on demand courses designed to provide educators with the tools and resources they need to create student-centered classrooms. As the foundation for connected professional learning, [BL Connect drives awareness into a given topic.](#)

Strategic Implementation Planning and Ongoing Alignment, Support, and Impact Reporting

To ensure that we maximize the impact of our partnership for your teachers, BetterLesson will assign members of its Partner Success Team to your team. We will work with you during the implementation planning phase to ensure:

- **Alignment on Vision and Outcomes:** BetterLesson will align its support to your goals, instructional outcomes, teacher needs, and student needs.

- **A Successful Partnership Launch:** BetterLesson will engage you in a strategic planning conversation to understand your context.

As our partnership progresses, we will regularly communicate with you to review progress, get feedback, and ensure ongoing alignment via:

- **Partnership Meetings:** Your BetterLesson Partner Success Manager will schedule regular, ongoing meetings to:
 - share qualitative and quantitative data from Virtual Workshops and Coaching Cycles
 - ensure continued alignment toward identified outcomes
 - troubleshoot and solve challenges

Thank you for the opportunity to partner with Jefferson County Public Schools to support your educators in their work to elevate student learning in math outcomes. We have prepared this custom proposal with your guidance, and it is now ready for signatory. We are honored to enter partnership with you in the coming school year.

Kind Regards,

Kristin Folta
Director of Partnership

Program Proposal for JCPS K-12 Math Professional Learning 2022-203

This is a custom proposal and quote designed to support capacity building, shifts in practice, and embedded supports that align with the Plan Do Study Act (PDSA) JCPS framework for continuous improvement.

BetterLesson Solutions	SY 22-23 Program Rate	Quantity	Total Cost	Notes
Summer Math Institute Virtual Workshop Series	\$2000 \$1500	40	\$60,000	
Flexible Learning Workshops	\$1500	20	\$30,000	
Strategic Planning, Data & Impact Consultations	\$2500	1 year	Waived for Open Up partners	
Discounts Applied			\$2500	
Partnership Total			\$90,000	

Term: July 26 2022, through July 26, 2023

Payment Schedule: Invoice will be sent following Order Form signature; payment is due 30 days after invoice date.
Terms and Conditions: All individuals below are designated as Authorized Administrator Signatories by their respective organizations. "Authorized Administrator Signatory" is an authorized representative with the authority to review and agree to all end-user license agreements and terms of use and acknowledge all privacy policies associated with the BetterLesson Coaching subscription service. All access to and use of the BetterLesson Coaching Platform subscription service is conditioned upon the review of and agreement to all applicable end-user license agreements and terms of use, and the review and acknowledgement of all applicable privacy policies, including, without limitation, the BetterLesson Coaching terms and conditions located [here](#), which are incorporated herein by reference, by such authorized representative on behalf of Jefferson County Public School and its Authorized Users.

BetterLesson, Inc.
Alex Grodd
CEO and Co-Founder
955 Massachusetts Avenue
Cambridge MA 02139

Jefferson County Public Schools
Dr. Martin Pollio
Superintendent
3332 Newburg Road
Louisville KY 40218

February 8th 2022

February 8th, 2022



Signature: _____