

**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 Learning Forward (hereinafter "Contractor"), with its principal place of business at 504 S. Locust Street, Oxford, OH 45056.

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:

Learning Forward will provide customized Coaching Support for the district as follows:

1. Initial Planning - \$5500 - June, 2022
2. Coaching Facilitation - \$126,000 - 10 monthly sessions August 2022-April 2023
3. Technology Setup and Support - \$4,500 - 18 virtual sessions (total \$250 per session)
4. Travel and incidentals - 9 2-day trips for 2 consultants - \$32,400

- 5. Materials - \$29,025 - 215 Book sets - \$135 each
  - 6. Observation Tool - \$3,000
  - 7. Customized coaching program - \$14,300
  - 8. Indirect expenses 19% of total - \$21,472
- Total \$236,197

### 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:	\$236,197
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CA12053-0349-473G

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 1, 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

Learning Forward  
CONTRACTOR

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

Martin A. Pollio, Ed.D.

Title: Superintendent

By: 

Michael Lanham

Title: CFO/COO

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.**

Shalonda Foster

Print name of person making Determination

Teaching & Learning

School or Department

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

\_\_\_\_\_  
Date

Learning Forward

\_\_\_\_\_  
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



## **Program Overview and Scope of Work**

### **Learning Forward Customized Coaching Support**

#### **Program Overview**

Effective coaches influence teaching, student learning, and school culture. With experience supporting instructional coaches in more than 30 states, numerous school districts, and schools around the world, Learning Forward is a leader in developing the skills coaches need to improve teaching practice and increase student learning. Grounded in the *Standards for Professional Learning* and adult learning theory and reflecting a coaching cycle of planning, observation, and reflection, Learning Forward supports school- and system-based coaches to develop expertise around the critical skills of building relationships, leading professional learning, and providing effective coaching to individuals and teams.

The Learning Forward senior consultants who lead our coaching programs are master coaches with years of experience in both coaching and guiding the development of coaches and system-wide coaching programs. Drawing from their expertise and experience, they support coaches at all levels of experience in learning and applying their knowledge, skills, dispositions, and coaching practices to increase student success through effective instruction, collective responsibility, personal and professional efficacy, and continuous improvement. We help coaches understand their roles as change agents in their schools, drivers of equitable outcomes for students, and in ensuring their work directly impacts teaching and learning.

We support coaches in partnering with teachers by engaging in both timely, as needed, coaching conversations, as well as coaching cycles designed to support intentionality in planning, effective classroom implementation, and consistent learning through reflection. We develop the skills necessary for coaches to lead teachers in grounding these learning cycles in data, both quantitative and qualitative, and using this data to reflect upon both student and teacher learning needs.

Effective coaches also need to command an understanding of adult learning theory and to be able to design effective professional learning for individuals, teams, and small groups. To ensure implementation of the learning, they need to understand how individuals respond to change and how coaches can partner with teachers to offer support not only during the change initiative but to establish the learning conditions necessary to create sustained change in teacher practice.

To meet teachers where they are and to truly “come alongside” teachers, coaches need to understand how to hold their own expertise while also viewing others nonjudgmentally. This allows them to form supportive coaching relationships while helping teachers set meaningful learning goals for themselves and their students. To do this work, coaches need to develop a “coaching lens” as well as a firm mastery of the skills of a coaching conversation. Coaching is both an art and a craft and we support coaches in focusing on their own development as coaches in order to deepen their impact on both teaching and student success.

At Learning Forward, we have a proven history of supporting coaches who have impact, coaches who model life-long learning and the pursuit of excellence, coaches who make a difference.

### **Learning Forward Company Profile**

Learning Forward is an international association devoted exclusively to advancing professional learning that improves educator practice and results for *all* students. Our vision is that every educator engages in exemplary professional learning so every student excels. Our mission is to build the capacity of leaders to establish and sustain highly effective professional learning.

A major vehicle for achieving our vision and mission is the *Standards for Professional Learning*, developed by Learning Forward to outline the conditions for and characteristics of professional learning that changes educator knowledge, skills, and practices, leading to improved teaching and learning for all students. The Standards are adopted or adapted by states, associations, and school systems to guide changes in policy and regulations, and to drive improvement at the state, district, and school levels. The Standards influence education from the federal level by informing changes in the Every Student Succeeds Act (ESSA)'s definition of professional learning, to the individual educator level by providing the vision for addressing the disconnect between what teachers are expected to know and be able to do and the level of support they currently experience.

Learning Forward provides support for leaders at all levels to understand and embrace their roles as leaders of learning. Our work focuses on engaging stakeholders in applying key elements of a "learning system" framework: setting a systemwide vision for professional learning through development of a comprehensive professional learning plan; grounding the work in the *Standards for Professional Learning*; developing principals (and aspiring principals) to serve as learning leaders; strengthening instructional coaching, mentoring, and teacher leadership to support teachers in engaging in a cycle of continuous improvement; and investing in teacher-led, collaborative learning structures in all schools. Our professional services transform schools and districts into learning systems in which educators at all levels share responsibility for student and adult learning; dedicate themselves to continuous improvement; use data to drive decisions; and monitor and adjust their practices based on feedback.

For more information please see our website:

[Learning Forward Professional Services](#)

[Learning Forward Coaching and Mentoring](#)

[Standards for Professional Learning](#)



	<b>Revised Proposal for Customized Coaching Support</b> <b>Jefferson County Schools</b> <b>Submitted 2/22/22</b>	
Initial Planning	June 2022 <ul style="list-style-type: none"> <li>Review of existing district coaching documents for customization and alignment of instructional materials. Review of documents shared by JCPS that may include coaching evaluation tools, instructional coaching job description(s), coaches' handbooks, or other materials foundational to the JCPS coaching model</li> <li>1-hour virtual meeting with district-level core team to discuss primary coaching developmental goals and learning needs; discuss current campus conditions for coaches</li> <li>To be completed by senior consultant team and project manager</li> </ul>	\$5,500
Coaching Facilitation	Monthly meetings for coaches facilitated by 2 senior consultants; learning objectives drawn from the Coaches Academy, Powerful Communication Skills for Coaches, coaching needs assessments and surveys, and other learning objectives as mutually agreed upon <ul style="list-style-type: none"> <li>10 monthly sessions (August 2022 through April 2023) facilitated by two consultants, each session is 2 days onsite               <ul style="list-style-type: none"> <li>Each month will include two, 2-hour virtual PL sessions (either elementary/secondary or topic-focused but differentiated), hosted from district site, with the rest of the day spent visiting coaches on campus to observe coaching, coach coaches, meet with admin and/ or meet with program leaders</li> <li>36 total days (18 days per consultant) of onsite facilitation and support @ \$3500</li> </ul> </li> </ul> Technology setup and support for 18 virtual sessions total @\$250 per session  Travel and Incidentals for onsite days 9 two days trips for 2 consultants	\$126,000   \$4,500  \$32,400
Materials	215 Book sets @ \$135 each Includes: <i>Taking the Lead</i> , 2 <sup>nd</sup> ed. Killion and Harrison <i>Coaching Matters</i> , 2 <sup>nd</sup> ed. Killion, Bryan, and Clifton <i>The Feedback Process</i> by J. Killion	\$29,025
Development of a customized Coaching	Customized and collaborative development of an observation tool to be used by coaching supervisors and leaders; aligned to JCPS' coach evaluation tool and the priorities of district coaching leadership Drafting, meeting to review feedback, delivery of final document	

Observation Tool		\$ 3,000
Customized coaching support for JCPS leadership	<p>Customized coaching program focused on development of core coaching conversational skills, including practice with feedback, by one Learning Forward senior consultant for up to 15 participants</p> <ul style="list-style-type: none"> <li>• Customization of 3-day program</li> <li>• Onsite facilitation of 3-day program <ul style="list-style-type: none"> <li>○ Travel for one 3-day trip</li> </ul> </li> </ul>	<p>\$ 1,500</p> <p>\$10,500</p> <p>\$2,300</p>
Indirect expenses	10% of subtotal	\$21,472
<b>Total</b>		<b>\$236,197</b>

For all virtual sessions, Learning Forward will provide a Zoom meeting room for each session with tech support available throughout the learning session. Handouts will be emailed to a designated client contact for dissemination to all learning participants either digitally or in printed format.

For all onsite sessions, client will furnish a suitable meeting location, refreshments, A/V equipment, chart paper, printed handouts, and professional learning supplies for participants' use.