

**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 Blue Daisy Consulting, LLC dba Lead Your School (hereinafter "Contractor"), with its principal place of business at PO Box 8506, Midland, TX. 79708.

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 shall provide training to instructional leaders and staff at Fairdale High School as described in the attached proposal. The initial training session will take place with instructional leadership team to determine needs for additional training sessions with the staff for integration of SEL in the classroom and the Fundamental 5 modules. Training will take place in-person beginning on August 9, 2022, with additional training sessions embedded during the school days that will align with the 4 remaining training dates. An additional training session with the school leadership team to occur in person for providing a strong instructional coaching model focused on the Fundamental 5 and SEL implementation.

If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

### 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:	\$49,100.00
Progress Payments (if not applicable, insert N/A):	Upon receipt of invoice for services completed
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	05720530349473GL

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 8, 2022 and shall complete the Services no later than October 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 August 3, 2022.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

Blue Daisy Consulting, LLC dba Lead Your  
School  
CONTRACTOR

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

By: Sean M. Cain

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

Title: Sean M. Cain  
Owner/Trainer

Cabinet Member: Chief 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: N/A

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: Owner and Sole Provider of training related to Fundamental 5 Practices for Quality Instruction and Stealth SEL

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): N/A

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): N/A

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): N/A

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: N/A

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: N/A

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: N/A

**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.**

Brandy Corbin


Print name of person making Determination

Fairdale High School

School or Department



Signature of person making Determination



Date

Blue Daisy Consulting, LLC dba Lead Your School

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





Fairdale High School – Jefferson County Public Schools  
Lead Your School

## Lead Your School

### A La Carte Service Proposal ver. 1.1: Fairdale High School – JCPS (2022)

**1. July or August TBD, 2022: Leadership Preview Session: Stealth SEL**

- a. Leadership overview and planning session addressing the enhanced implementation and support of Stealth SEL.
  - i. Includes training materials for up to 20 participants.
- b. Zoom Session
  - i. Two hour session.
    - 1. Can be scheduled either early morning, late afternoon, or early evening.

Item Cost	\$2,000.00
<i>Less: Legacy Discount</i>	<i>-\$2,500.00</i>
<b>FHS Price</b>	<b>\$0.00*</b>

\* If audience size exceeds 20, a \$20.00 fee per extra participant will be assessed.

**2. August 9, 2022: Summer Staff Inservice Package – Training will be provided by 2 LYS Coaches**

- a. **Stealth SEL - Emotional Recovery and Enhanced Learning Through Better Instruction**
  - i. The emotionally healthy and academically successful classroom is driven by integrated, purposeful teacher practice. No effort is wasted because there is no time to waste. *Stealth SEL* provides every teacher an actionable plan to better meet the emotional, behavioral, and academic needs of their students. Training is based on the book, *Stealth SEL: Healthy Social Emotional Learning Through Enhanced Pedagogy*, by Sean Cain and Tricia Tsang.
    - 1. Includes training materials for up to 20 participants.
    - 2. Includes 100 copies of *Stealth SEL: Healthy Social Emotional Learning Through Enhanced Pedagogy*, by Sean Cain and Tricia Tsang.
  - ii. Recommended Training Time
    - 1. 8:30am – 11:30am
- b. **The Bounce Back: Instructional Recovery With The Fundamental 5**
  - i. Over the course of the pandemic, the quality of delivered instruction in the typical classroom regressed dramatically. As schools attempt to bounce back, it is critical that teachers implement enhanced instructional practices at high frequency and high quality. This presentation will provide an overview of The Fundamental 5 and visually showcase the power of the practices when compared to typical pedagogy.
    - 1. Includes training materials for up to 20 participants.
    - 2. Includes 100 copies of *The Fundamental 5 Revisited: Exceptional Instruction in Every Setting*, by Sean Cain, Mike Laird, Sherrilyn Cotten, Jayne Ellspermann.
  - ii. Recommended Training Time
    - 1. 12:45pm – 2:15pm
- c. **Close Like A Boss: The Power of Consistent Lesson Closure**
  - i. Teacher training on the correct use of the high-yield instructional practice of Lesson Closure with implementation tip and problem solving support for teachers. Lesson Framing with Appropriate Lesson Closure is a Fundamental 5 practice identified by the **Texas Innovative School Redesign Group** (a joint TEA, ESC 13, Gates Foundation initiative: led by Sean Cain, E. Don Brown, and Mike Laird). The practice is discussed in great depth in the books, *The Fundamental 5: The Formula For Quality Instruction*, by Sean Cain and Mike Laird; *The Fundamental 5 Revisited: Exceptional Instruction In Every*

## Lead Your School

*Setting*, by Sean Cain, Mike Laird, Sherilynn Cotten, and Jayne Ellspermann;  
and *Close Like A Boss: A Problem Solver's Guide For Consistent Lesson Closure*, by Sean Cain.

1. Includes training materials for up to 100 participants.
  2. Includes 100 copies of *Close Like A Boss: A Problem Solvers Guide For Consistent Lesson Closure*, by Sean Cain.
- ii. Recommended Training Time
1. 2:15pm – 3:30pm

Item Cost	\$26,900.00
<u>Less: Legacy Discount</u>	<u>-\$6,400.00</u>
<b>FHS Price</b>	<b>\$20,500.00*</b>

\* If audience size exceeds 150, a \$30.00 fee per extra participant will be assessed.

3. **Fall 2022: Embedded Fundamental 5 Training Modules** - Training modules delivered on campus during conference periods. Models identified and selected based on emerging campus needs.
  - a. **August 23, 2022: Recognition and Reinforcement**
    - i. Training on the correct use of the high-yield instructional practice of Recognition and Reinforcement with enhanced implementation tips for teachers and support tips for instructional leaders. Authentic, correctly implemented Recognition and Reinforcement is the third most powerful instructional practice available to teachers and a foundation practice emotionally healthy classrooms.
    - ii. The practice is well documented in education research. In post-pandemic classrooms, the observed use of the practice has dropped to less than 10%. The enhanced implementation of the practice is discussed in depth in the books *The Fundamental 5: The Formula For Quality Instruction*, by Sean Cain and Mike Larid; *The Fundamental 5 Revisited: Exceptional Instruction In Every Setting*, by Sean Cain, Mike Laird, Sherilynn Cotten, and Jayne Ellspermann; and *Stealth SEL: Healthy Social Emotional Learning Through Enhanced Pedagogy*, by Sean Cain and Tricia Tsang.
    - iii. Includes training materials for up to 150 participants.
    - iv. Conducted during conference periods.
  - b. **September 13, 2022: Frequent Small Group Purposeful Talk**
    - i. Training on the correct use of the high-yield instructional practice of Frequent Small Group Purposeful Talk with enhanced implementation tips for teachers and support tips for instructional leaders. Authentic, correctly implemented Frequent Small Group Purposeful Talk is a significantly powerful instructional practice that is also a foundation practice for critical writing and emotionally healthy classrooms.
    - ii. The practice is well documented in education research. In post-pandemic classrooms, the observed use of the practice has dropped to less than 10%. The enhanced implementation of the practice is discussed in depth in the books *The Fundamental 5: The Formula For Quality Instruction*, by Sean Cain and Mike Larid; *The Fundamental 5 Revisited: Exceptional Instruction In Every Setting*, by Sean Cain, Mike Laird, Sherilynn Cotten, and Jayne Ellspermann; *Stealth SEL: Healthy Social Emotional Learning Through Enhanced Pedagogy*, by Sean Cain and Tricia Tsang; and *Close Like A Boss: A Problem Solver's Guide For Consistent Lesson Closure*, by Sean Cain.
    - iii. Includes training materials for up to 150 participants.
    - iv. Conducted during conference periods.
  - c. **September 28, 2022: Critical Writing**
    - i. Training on the correct use of the high-yield instructional practice of Critical Writing with enhanced implementation tips for teachers and support tips for instructional leaders. Authentic, correctly implemented Critical Writing is the

## Lead Your School

most powerful instructional practice available to teachers and a foundation practice emotionally healthy classrooms.

- ii. The practice is well documented in education research. In post-pandemic classrooms, the observed use of the practice hovers around 6%. The enhanced implementation of the practice is discussed in depth in the books *The Fundamental 5: The Formula For Quality Instruction*, by Sean Cain and Mike Laird; *The Fundamental 5 Revisited: Exceptional Instruction In Every Setting*, by Sean Cain, Mike Laird, Sherilynn Cotten, and Jayne Ellspermann; *Stealth SEL: Healthy Social Emotional Learning Through Enhanced Pedagogy*, by Sean Cain and Tricia Tsang; and *Close Like A Boss: A Problem Solver's Guide For Consistent Lesson Closure*, by Sean Cain.
  - iii. Includes training materials for up to 150 participants.
  - iv. Conducted during conference periods.
- d. **October 4, 2022: Fundamental 5 Enhanced Implementation**
- i. Facilitated classroom visits with instructional staff and campus leaders focusing on enhanced implementation of Fundamental 5 and Stealth SEL Practices. Sessions will provide embedded problem solving and enhanced implementation strategies.
  - ii. Includes training materials for up to 150 participants.
  - iii. Conducted during conference periods.

Item Cost	\$27,500.00
<i>Less: Legacy Discount</i>	<i>-\$6,600.00</i>
<b>FHS Price</b>	<b>\$20,900.00*</b>

\* If audience size exceeds 150, a \$30.00 fee per extra participant will be assessed.

#### 4. **October 3, 2022: Summer Leadership Training and Problem Solving Session**

- a. **Systems for Success**
  - i. An overview and campus specific dive into the value, purpose, and implementation of the Foundation Trinity (Scope and Sequence, Short-Cycle Formative Assessment, and High-Volume Formative Classroom Observation). The fidelity implementation of the Foundation Trinity is critical for increasing educator capacity, ensuring education service continuity, and improving student performance. The identification of the Foundation Trinity and its genesis in public schools is based on the work of the **Texas Innovative School Redesign Group** (a joint TEA, ESC 13, Gates Foundation initiative: led by Sean Cain, E. Don Brown, and Mike Laird).
    - 1. Includes training materials for up to 20 participants.
    - 2. Includes 20 copies of *The Classroom Playbook: The Power of a Common Scope and Sequence*, by Sean Cain and Mike Laird.
    - 3. Recommended Training Time: 9:00 – 11:00
- b. **The Coaching Conversation**
  - i. The fundamentals of effective feedback and coaching conversations, with a focus on directive and reflective coaching conversations and the enhanced use of the PowerWalks Classroom Observation System.
    - 1. Recommended Training Time: 12:00 – 2:30

Item Cost:	\$9,900.00
<i>Less: Legacy Discount</i>	<i>-\$4,000.00</i>
<b>FHS Price</b>	<b>\$5,900.00*</b>

\* If audience size exceeds 20, a \$30.00 fee per extra participant will be assessed.

## Lead Your School

### 5. PowerWalks Observation System

#### a. Annual Campus Subscription

##### i. August 1, 2022 – July 31, 2023

1. PowerWalks is a formative classroom observation system that is aligned to T-TESS and designed to facilitate the building of new instructional habits and routines. Used by campuses across the country for over 10 years, PowerWalks leverages behavioral cues and leadership reinforcement for the purpose of improving the overall quality of delivered instruction.

Item Cost	\$2,500.00
<i>Less: Legacy Discount</i>	<i>-\$700.00</i>
<b>FHS Price</b>	<b>\$1,800.00</b>

### District Investment

✓	Item 1: Leadership Preview Session	\$0.00*
✓	Item 2: Summer Inservice	\$20,500.00*
✓	Item 3: Embedded Fundamental 5 Module Training	\$20,900.00*
✓	Item 4: Leadership Training & Consultation Day	\$5,900.00*
✓	Item 4: PowerWalks	\$1,800.00

### Total:


\$ 49,100.00\*

\*If audience size exceeds contracted levels, an additional fee, per additional audience member, will be assessed.

If accepted, payment due by: October 31, 2022

  
District Approval Signature

6/10/2022  
Date

  
Lead Your School Signature

6/17/2022  
Date