

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 Waterford Research Institute (hereinafter "Contractor"), with its principal place of business at PO Box 250, West Jordan, Utah 84084-0250.

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 provide in-class implementation of Waterford Early Learning based on the 3 Year Professional Services Plan attached. District wide implementation planning, curriculum alignment and integration. Contractor will provide district wide training on use of data. Training on use of curriculum-aligned playlists for classrooms. Quarterly on-site coaching with all classroom teachers. Progress monitoring at the district, school, and classroom levels. Training and implementation of Waterford Mentor for at-home use of the program. Direct technical support and mentoring to families.



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: \$336,333.00

Progress Payments (if not applicable, insert N/A): Upon receipt of itemized invoice

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: FY22-23-EA12784-0349-1351

FY23-24-EA12784-0349-135J FY24-25-EA12784-0349-135K

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 7, 2022 and shall complete the Services no later than June 30, 2025, 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 WITN 2022.	IESS WHEREOF, the	Parties hereto	have exe	ecuted this Cont	tract to be effe	ective as of	October 7,
Contracto	or's Social Security Nu	umber or Fede	eral Tax I	D Number:	:		
JEFFERS EDUCAT		DARD OF		ord Research In			
Ву:			By:	Tim	men		
Title:	Martin A. Pollio, Ed. Superintendent	. <u>D.</u>	Title:	Tom Ness CFO			
ori							
		C	abinet Me	ember: Robert	Moore	(lı	nitials)



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:
	nave determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive egotiation Methods since competition is not feasible.
	risti Hollinsworth int name of person making Determination
Sc	arly Childhood Program hool or Department by State Hollunsworth gnature of person making Determination Date
	aterford Institute me of Contractor (Contractor Signature Not Required)
Re	quisition Number
Pro	planation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the ocurement Regulations 71-1 Revised 05/2011
1	KCVISCU U3/2011



Waterford.org seeks to blend the best aspects of learning science, mentoring relationships, and innovative technologies to form community, school, and home programs that deliver excellence and equity for all learners. The Professional Services mission is to enable and transform learning for all students, teachers, and families. The plan below offers recommendations for 3 years through school year 2023/2024.

Domains	Components	Delivery	SY 22 (120 Service Days) Fidelity	SY 23 (90 Service Days) Integration	SY 24 (60 Service Days) Build Capacity
	Implementation Planning		Beginning of School Year	Beginning of School Year	Beginning of School Year
	Reflection and Action Planning	Virtual/Onsite as necessary	Middle and End of Implementation	Quarterly	Quarterly
Implementation	Celebrate Success		Quarterly	Quarterly	Quarterly
Fidelity	Implementation Summary Reports		Monthly	Quarterly	Quarterly
法	Program Evaluation		Middle and End of Implementation School Year	Middle and End of Implementation School Year	Middle and End of Implementation School Year
	Curriculum Integration		Ongoing		
Professional Learning	Getting Started with Waterford Reading Academy	Virtual	Beginning of Year for ALL Teachers and Coordinators	Beginning of Year for NEW Teachers and Coordinators	Beginning of Year for NEW Teachers and Coordinators
	Using Data to Inform Instruction	Virtual	ALL Teachers and Coordinators	ALL Teachers and Coordinators	ALL Teachers and Coordinators
	Up and Running with Playlists	Virtual	ALL Teachers and Coordinators	New Teachers and Coordinators	New Teachers and Coordinators
Instructional Coaching	Job-Embedded Coaching	Onsite	Quarterly with ALL Teachers	Minimum of 1 Visit for ALL Teachers Quarterly Visits	Minimum of 1 Visit for TARGETED Teachers Quarterly Visits for
				for NEW Teachers	NEW Teachers

Domains	Components	Delivery	SY 22	SY 23	SY 24	
			(120 Service Days)	(90 Service Days)	(60 Service Days)	
Collaborative	Progress Monitoring		Ongoing	Ongoing	Ongoing	
Inquiry 0	Facilitate Annual Transitions	Virtual	End of Implementation School Year	End of Implementation School Year	End of Implementation School Year	
Waterford Family	Waterford Mentor Orientation	- Virtual/Onsite	ALL Families	ALL Families	ALL Families	
Academy	Cohort Model			Target Schools	Target Schools	
W	Family Engagement		Some Families	Some Families	Some Families	



Implementation Planning

District, School or organizational leadership and the Waterford Professional Services Team will collaborate at the onset of the implementation to scope and plan details, including goals, timelines, and measurable outcomes on student achievement and program success. The Waterford Team can assist with aligning the implementation to district initiatives and can discuss specific milestones to be reached during each implementation year.

Reflection and Action Planning

Reflection and ongoing adjustments are an essential part of any learning community. During these regular sessions, the Waterford Team guides district and school-level personnel in the reflection and action-planning process. These sessions allow for ongoing progress monitoring of the implementation, the goals, and the measurable outcomes.

Services to support reflection and action planning may include

Newsletters

Newsletters (digital or print) are one way to build a professional learning community within the user group for a personalized learning tool. The Waterford Professional Services Team can develop newsletters tailored to an implementation. These may include recognition of high usage, progress and achievement, and celebrations of success combined with announcements and best practices to promote fidelity of use.

Alignment to Implementation Goals

Providing time for learners to interact with the personalized learning coursework and to also receive small group instruction based on their individual needs begins with administrative leaders allotting time in the daily schedule. Waterford Professional Services Team may guide each district, school, or organization in designing its own implementation plan and to align their plan with their goals. Best practices along with some real-life examples will be shared. This service prepares administrators to lead and support an effective implementation. Administrators will receive tips for implementation fidelity, monitoring progress, and for building professional learning communities that support personalized learning.

Curriculum Integration

The Waterford Professional Services Team aligns digital resources to district curriculum standards and learning outcomes. This alignment may include custom playlists to core programs and assessments. Synchronous sessions for teachers based around the design of thematic units integrating digital resources may be included as part of this offering.



Implementation Summary Reports

Reports that include progress, usage and gains can be shared with leadership during identified times throughout the implementation. These reports are effective tools for reflecting upon the progress and for year-over-year implementation guidance.

Program Evaluation

District personnel and the Waterford Team will discuss the current year or specific implementation timeframe. They will reflect upon the implementation successes and design solutions for challenges. This new design may lead to a modified scope and plan, including goals, timelines, and measurable outcomes on student achievement and program success for the following year.



Getting Started

Waterford Reading Academy includes specific programs in support of student outcomes. These programs include adaptive individualized learning for students, instructional sequences, assessments, and digital resources and activities for educators to use in whole group, small group, or one to one. These interactive sessions provide educators with a solid overview of their focused program. Below is a list of our getting started sessions for educators.

Getting Started with Waterford Early Learning

This hands-on session provides educators with the essential skills they need to get up and running including: using the teacher portal to set up classes and assign courses, navigating the student and family portals, reviewing the PreK-2 scope and sequences, understanding usage recommendations, and accessing ongoing support.

Up and Running with Playlists

In this hands-on session, teachers will learn how to use the library of digital activities during lesson planning and lesson delivery for collaborative learning in a variety of settings. Teachers will also receive access to predesigned Playlists.

Using Data

Data is at the heart of everything we do. Whether our goals are to measure fidelity of use, compare performance, or analyze specific learning objectives, Waterford's Dashboards and Reports can help you easily and effectively monitor student data. Our array of services is designed to empower educators by using Waterford data to inform instruction



Using Data to Inform Instruction

This interactive session explores the Waterford data Dashboard and Report capabilities. Additionally, teachers are guided to resources and materials that address areas of difficulty identified in the reports while learning how to interpret and analyze data. Teachers will gain the tools and knowledge to regularly use the dashboard and reports to ensure that all students in their class are meeting individual goals. This session can be customized to meet the specific data needs of our partners.



INSTRUCTIONAL COACHING

Job-Embedded Coaching

These consultative sessions are flexible and can be adjusted per the needs and schedule of each site and educator. Waterford consultants may assist in creating a schedule for Waterford usage, reviewing reports & dashboards, integrating program resources, modeling lessons using Classroom Advantage, and mapping curriculum to digital resources.

Team Meeting Facilitation

Professional learning communities, grade-level meetings or vertical team meetings can all provide opportunities for collaboration and designing thoughtful solutions for day-to-day learning challenges. Waterford Team members can assist with leveraging these valuable moments to maximize collaboration, discussion, and data exploration. Throughout the school year, the goal is to improve the process of continuous improvement.

The focus for these meetings will include:

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Do-it-Yourself Data Walls

Get your creative juices flowing in this make-and-take workshop designed to promote the power of using data walls to illustrate growth and achievement. During the session, educators will review Waterford dashboards and reports to analyze student usage and progress. The interactive session will provide educators with an opportunity to collaborate and engage in deep conversations about the importance of using data walls to increase student performance. Educators will create their own class or school-wide data walls to implement for the purposes of increasing teacher and student accountability.

Additional methods of support may be provided through job-embedded coaching include:

Model Lessons

Waterford team members will model best practices using Waterford's library of resources including digital activity playlists. Modeling may include classroom instruction and/or direct personalized modeling with teachers. Searching topics, creating playlists, and launching lessons will be hands-on to ensure teacher understanding.

Celebrate Success

Waterford team members will assist in celebrating success and recognizing the hard work of our users. Data monitoring can take place by quarter, semester, or a customized date range at district, school, classroom, or individual student levels.

Assessments & Portfolios

This session will provide concrete resources for varied forms of required documentation for students. Assessments, portfolios, and family involvement ideas will be shared. Participants will find new and creative ways to allow Waterford to ease the burden of documentation while engaging learners in Waterford's meaningful curriculum.

Problem Solve Implementation Obstacles

Flexibility and expert knowledge are keys to resolve real life obstacles and maintain stellar implementations. Waterford's Professional Services team knows what it takes to help your teachers with a variety of unique challenges. Whether it is scheduling to increase usage time, interpreting reports, or presenting customized Waterford lessons on interactive whiteboards, our Waterford Team members are prepared to partner with you in tackling obstacles in your implementation.





Progress Monitoring

Aggregation, collation, and preparation of some/all the following: usage, progress, objectives mastered & licenses assigned. For large implementations (across multiple schools) this can provide insight into efficacy of program implementation and lead to proactive targeting of support and professional learning resources. This data can be shared by administration with all sites to foster a "competitive" environment in conjunction with District provided incentives (e.g., pizza or ice cream parties for most usage or highest gain).

Facilitate Annual Transitions

Working with district and site administration, team members plan for the end of year and set up for the new school year. This can involve sharing end of year best practices (to run & archive student data), assistance with summer programs, sharing import templates to facilitate creation of new students and movement of current students within the Waterford Reading Academy platform. The team can ensure that all necessary data necessary is collected.



Waterford Family Academy

Waterford Family Academy empowers families with the knowledge and specific skills they need to support their child as they learn basic literacy, math, and social-emotional learning skills. Our models involve a 3-pronged approach with the goal of building community and strengthening relationships among families and schools.

Collaboration and Planning

Throughout the implementation, the Waterford team will gather educator and family feedback about the Waterford Family Academy experiences and successful implementation strategies. The team may disseminate quotes and strategies with the district leadership team and other district teachers to drive success and continuous improvement. Schools will develop strong relationships needed for families to support improved student performance and academic achievement. Waterford's team provides ongoing reporting and interpretation of survey results. In collaboration with district leadership, the team may also compare Family Academy attendance in the cohort model to Waterford software usage and progress along with existing district assessment data results.



Waterford Family Academy Cohort Model

Waterford Family Academy seeks to provide families with instructional strategies based on specific learning objectives. Families attend a series of intentional and sequenced sessions over a period with the goal of fostering positive parent/guardian relations, improving home-school partnerships and building social-emotional competence. Districts and schools may choose from a bundle of sessions of Waterford Family Academy or select sessions from the Waterford Family Academy lesson library to meet the needs of their district or school. *Additional details about the Waterford Family Academy cohort model can be found in Waterford Family Academy Introduction to Best Practices.

Family Engagement

These fun workshops provide families with easy ways to support their child's learning and development. Best practice strategies and activities will be shared and modeled so that families can continue to foster a love for learning in the home. An array of topics across academic areas in reading and math are included, such as letters and counting, fun with sounds, all about numbers, and breaking the reading code. Social-emotional learning opportunities that involve how to ask for help, show respect for others, how to stay organized, and more are integrated into each session. Ask your Professional Services team expert for a complete list of our Family Engagement topics.

Empowering Families and Teachers using Waterford Mentor

Teachers and families will learn about the research-based framework used to develop our family communication tool, Waterford Mentor, a digital tool that fosters interaction between educators and families by providing on-the-go, easy-to-implement ideas that are directly related to the child's current age, academic achievements, and social-emotional learning. There may be opportunities to explore Mentor's desktop and mobile versions. Our sessions can be designed for teachers to learn about the importance of engaging families in the learning process and/or designed for families to learn about how they can monitor their child's achievements, receive weekly messages aligned to their child's age, progress and usage in Waterford, and access resources to reinforce learning at home.

