

**AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL
SERVICES**

THIS AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Teach Upbeat LLC with its principal place of business located at 445 Henry Street, Brooklyn, NY 11231 (hereinafter "Contractor").

WHEREAS, The Parties have entered into a Contract for the Procurement of Professional Services between JCPS and Contractor dated October 1, 2022, under which Contractor agreed to provide services to JCPS (the "Contract"); and

WHEREAS, the Parties wish to amend the Contract to add an additional scope of services;

WHEREAS, these additional services will require the payment of an additional \$34,410.00.

THEREFORE, the Parties wish to amend the Contract to alter services and the total cost.

This Amendment hereby amends Article II Services to add the following:

The contractor shall provide engagement survey services with coaching to the JCPS Transportation department. The JCPS Upbeat Proposal January 2023 is attached and incorporated herein by reference).

This Amendment hereby amends the Contract Amount listed in Article III Compensation. The amount shall read in full as:

Contract Amount: \$718,410

Progress payments: semi-annually in June and December

Costs/Expenses: N/A

Fund Source: CT12099-0349-473G

All other provisions of the Contract shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties and their respective successors, legal representatives and assigns. The Contract is ratified and confirmed in full force and effect in accordance with its terms, as

amended hereby. In the event of any conflict between the terms of the Contract and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one or more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of February 28, 2023.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date: _____

Teach Upbeat, LLC:

By: Henry Wellington
Henry Wellington
Managing Member

Date: 2/26/23

OK AS TO FC...
A.M.H. 9.21.2022

**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 Teach Upbeat, LLC (hereinafter "Contractor"), with its principal place of business at 445 Henry Street, Brooklyn, NY 11231.

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:

The contractor shall provide services associated with teacher retention using improvement cycles based on data and coaching (The JCPS SY22-24 Upbeat Proposal is attached and incorporated herein by reference). Prior to the sharing of any data with Contractor, Contractor and the Board will enter into a separate Data Sharing Agreement. Contractor shall abide by the JCPS Institutional Review Board rules and procedures for all research involving human subjects, and shall not begin any research activities or data collection prior to approval from the JCPS Institutional Review Board. Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. 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:	\$684,000
Progress Payments (if not applicable, insert N/A):	\$171,000 12/31/2022;\$171,000 6/30/2023 \$171,000 12/31/2023;\$171,000 6/30/2024
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	HU12099-0349-473G

Term of Contract

Contractor shall begin performance of the Services on October 1, 2022 and shall complete the Services no later than June 30, 2024, 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 as of October 7, 2022, effective
as of October 1, 2022.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

TEACH UPBEAT, LLC
CONTRACTOR

By: 

By: 

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

Title: Henry Wellington
Managing Member

Cabinet Member: Dr. Aimee Green-Webb _____

(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.

Marco Munoz
Print name of person making Determination

Human Resources
School or Department

Marco Munoz
Signature of person making Determination

09/13/2022
Date

Teach Upbeat, LLC
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

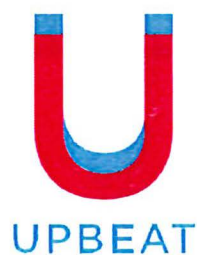
F-471-1

Revised 05/2011

Jefferson County Public Schools

Upbeat Proposal
September 2022

Prepared by
Henry Wellington, CEO
Teach Upbeat, LLC



September 12, 2022

Dr. Green-Webb and Dr. Munoz,

Thank you for engaging with Upbeat to grow our partnership with Jefferson County Public Schools to increase teacher engagement and retention in your district. Considering your goals and budget, we put together a proposal for you to consider. We hope that we can find a partnership agreement that accomplishes your objectives and is possible within your budget.

Please feel free to reach out with any questions as you review the Upbeat options. I look forward to hearing your thoughts and discussing next steps.

Sincerely,

Henry Wellington

Teach Upbeat, LLC
301-518-4918
henry@teachupbeat.com

Situational Appraisal

JCPS is putting in place clear strategies to support and increase teacher retention in their district. Part of this effort is to find a reliable, accurate and research-based tool to measure teacher engagement and analyze factors influencing teacher retention. JCPS needs more data to be able to improve the climate in schools and stem attrition. Additionally, the district recognizes the importance of a partner to support principals in their leadership development to provide the best staff climate possible for their teachers. JCPS shared that data is important but must be part of an overall plan to support and work with leaders both at a district level and at individual schools.

This would include a process to interpret the staff culture data that will lead to clear action plans to increase teacher retention for each school. JCPS is looking to administer the Upbeat Engagement Survey to all schools and improve their overall staff stability to ensure strong schools for all students.

Key Performance Indicators (KPIs)

Upbeat can provide JCPS with expertise and services to accomplish clear goals by the end of SY2022-23. The objectives of Upbeat's partnership include, but are not limited to:

1. Increased teacher retention by 2% across 167 schools
2. Overall staff engagement growth of 2 points based on Upbeat engagement score
3. Growth of five percentage points in two specific goal areas for each principal in district

These goals are based upon the timeline outlined below beginning to assess current strengths and areas of focus across district and by school to create plans to strengthen retention across schools.

Upbeat Offerings | SY 22-23

Option 1
Engagement Survey + Principal Coaching – SY 22-23
<ul style="list-style-type: none"> » Two survey administrations » 20 hours of virtual leadership consultations » PowerPoint presentation on survey results » Survey report » Unlimited administrator level access to the online dashboard through August 30, 2023 » One-hour individual principal virtual consultations with an Upbeat Leadership Coach to review results per survey administration; total of 152 hours of virtual leadership coaching » Customized implementation toolkits for each school based on individual school results » Principal access to Upbeat Leadership Coaches for two months after consultation to provide implementation support
Unit Price: \$2,500/school (16.7% discount)
Additional 10% discount for a two-year contract: \$2,250/school
Qty (estimated number of schools): 152 schools
Total Yearly (estimated): \$342,000
Total for Two Years (including additional 10% discount): \$684,000

Engagement Survey for Instructional Staff + Principal Coaching Cost Breakdown

Duration of Contract	Number of Schools	Estimated Cost before discount	Estimated Cost after discount	Savings
One Year	152 schools	\$456,000	\$342,000	-\$114,000
Two years	152 schools	\$912,000	\$684,000	-\$228,000

Implementation Timeline | Engagement Survey SY 22-23

We propose the following as a tentative implementation timeline for administering the engagement survey next year.

Engagement Survey SY 2022-2023	
Deadline	Action Step
September 21, 2022	Upbeat and JCPS fall implementation launch meeting
September 28, 2022	JCPS to share employee names and the following data with Upbeat: <ul style="list-style-type: none"> » Email address » School » Grade Level » Subject Area/Role » Evaluation » Employee ID Rating » Employee Evaluation Rating » Race/Ethnicity » Gender » Total years working experience » Years of experience at school
October 10-21, 2022	Survey Administration Window
November 7, 2022	Administrators and school principals receive access to online dashboard and data reports by school.
November 7, 2022	Upbeat meets virtually with JCPS leadership to share results.
November 7-18, 2022	Virtual consultations with school leaders on results.
December 2022	Review Fall survey process and plan for Spring 2023.
April 1, 2023	JCPS to share updated employee data.
April 10-21, 2023	Survey Administration Window
May 8, 2023	Administrators and school principals receive access to online dashboard and data reports by school.
May 8, 2023	Upbeat meets virtually with JCPS leadership to share results.
May 8-12, 2023	Virtual consultations with school leaders on results.
June 2023	Review survey process and plan for SY23-24

*Dates associated with action steps will be similar for years two and three, but will be decided in consultation with JCPS Leadership.

Upbeat Workshops and Implementation Support

As needed, additional in-person professional development sessions based on JCPS's needs are available. For an additional \$2,500/day, this could include any of the following:

- In-person district leadership consultation
- District leadership presentation
- School board presentation
- Data review, feedback and next steps with new teachers (or any subgroup of teachers deemed as a retention priority for the district)
- Data review, feedback and next steps session with faculty at an individual school

References

Please feel free to reach out to anyone below regarding our services.

Greenville County Schools

David McDonald

Assistant Superintendent for School Leadership,
Middle Schools
Greenville County Schools
Greenville, SC
(864) 355-8852
dmcDonald@greenville.k12.sc.us

Lynn Gibbs

Executive Director of Human Resources
Greenville County Schools
Greenville, SC
864-355-3981
lpGibbs@greenville.k12.sc.us

Newton County Schools

Nyree Sanders

Director of Human Resources
Newton County Schools
Atlanta, GA
Office: 770.787.1330 ext. 1125
Cell: 770.595.8508
sanders.nyree@newton.k12.ga.us

Samantha Fuhrey

Superintendent
Newton County Schools
Atlanta, GA
770.787.1330
fuhrey.samantha@newton.k12.ga.us

Pflugerville Independent School District

Willie Watson

Chief Human Resources Officer
Pflugerville ISD
Austin, TX
512-585-9668
willie.watson@pfisd.net

Dr. Douglas Killian

Superintendent
Pflugerville ISD
Austin, TX
512-594-0010
douglas.killian@pfisd.net

We very much appreciate the opportunity to work with you and look forward to your thoughts and discussion of next steps.