

**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 Ann Cummins Bogan, ACB Consulting, LLC (hereinafter "Contractor"), with its principal place of business at 3605 Thayer Street, Evanston, IL 60201.

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 professional learning coaching and consultant sessions and training through the 2024-2025 school year to the Office of Catholic Schools, principals, and educators within the Archdiocese of Louisville. Contractor shall follow the grant stipulations for use of Title IV funds that are allocated by the federal government to the private, non-public schools' students managed by JCPS Fiscal Coordinator. At all times during the term of this contract, Contractor will be independent of the Archdiocese of Louisville and of any religious organization in the provision of the services.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in

conjunction with the services performed under this contract. Contractor shall retain all copyrights owned prior to entering this contract, and the Board may not reproduce any materials not designated reproducible with the express written permission of the contractor. The Board shall not record (on audio or video) the consultant's presentation during a visit. In the event the Board determines that it is impractical or impossible for in-person services to occur, the Contractor may provide these services remotely using video conferencing technology as necessary.

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 provision of Article V shall remain the same.

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:	\$128,000.00
Progress Payments (if not applicable, insert N/A):	Within 30 days of approved invoice for services provided.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	9872027 0322 552LP

### ARTICLE IV Terms of Contract

Contractor shall begin performance of the Services on December 04, 2024, 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~~ and professional errors and omissions coverage with approved amount of \$25,000. 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 December 04, 2024.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

ACB CONSULTING, LLC  
CONTRACTOR

By: \_\_\_\_\_  
Martin A. Pollio, Ed.D  
Title: Superintendent

By: Ann Cummins Bogan  
Ann Cummins Bogan  
Title: President

Cabinet Member: Edward D. Muns

\_\_\_\_\_  
(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 —

☐ Trademark/Copyright    ☐ Conference Hotel    ☐ Government    ☐ Registration Fees

☐ Other: **MUST** Complete ATTACHMENT if checked

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Educational Consultant

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.**

Jennifer Crask

Print name of person making Determination

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

\_\_\_\_\_  
Name of Contractor (Contractor Signature Not Required)

Title I

School or Department

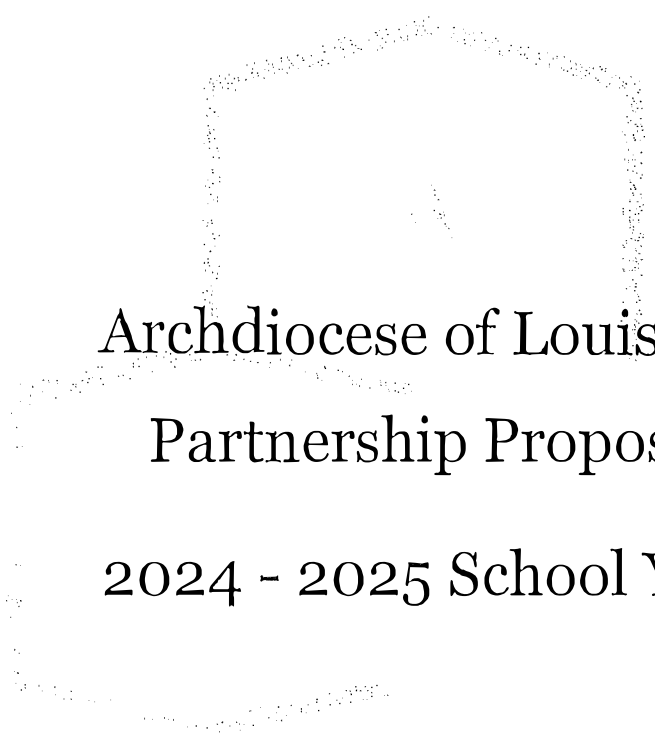
10/10/24

\_\_\_\_\_  
Date

\_\_\_\_\_  
Check Number (if applicable)

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations





Archdiocese of Louisville

Partnership Proposal

2024 - 2025 School Year

ACB Consulting



Thank you for the opportunity for our continued partnership. Ann Cummins Bogan has been working with the Archdiocese of Louisville for over 5 years to support the development and implementation of school leadership teams across schools in the Archdiocese of Louisville, as well as deepen systems coherence within the Office of Catholic Schools.

Through visionary leadership practices and a commitment to systematic and systemic change, the Office of Catholic Schools Team has intentionally created collaborative structures and partnerships with schools and partner agencies. Grounding the collaborative work in the National Standards and Benchmarks for Effective Elementary and Secondary Schools (NSBECS), consistent approaches for continuous improvement are emerging throughout the system.

The proposal includes the partnership goals for the 2024-2025 school year focused on leveraging the growing internal capacity of the OCS team and school leaders to deepen the continuous improvement efforts and positively impact student growth and achievement.

#### 2024-2025 Partnership Goals

1. Continue to support the OCS team in coaching support for team effectiveness and supporting consistent practices for effective school leadership.
2. Develop networks of collaboration to support consistent SLT practices and effective instruction grounded in Charlotte Danielson's Framework for Teaching.
3. Support for the redesign of the teacher evaluation process.

The total scope of work includes 40 days of consulting services @\$2,700/day for a total of \$108,000.00

Once you have reviewed the proposal for support for the 2024-2025 school year, please reach out with any questions about the work or recommended refinements to the plan. Please note page 3 of this document holds a service agreement and requires a signature to begin the work. Please sign and email to [sarah@anncbconsulting.com](mailto:sarah@anncbconsulting.com).

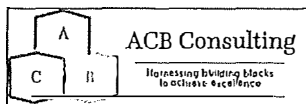
Thank you for your continued partnership; we look forward to working with you!

Sincerely,  
Ann Cummins Bogan



## Scope of Service July 1, 2024 - June 30, 2025

Goals	Services	Time and Expense
Continue to support the OCS team in coaching support for team effectiveness and supporting consistent practices for effective school leadership.	<ul style="list-style-type: none"> <li>Virtual collaboration with members of the OCS Team.</li> <li>In-person collaboration and workshops.</li> </ul>	10 days
Develop networks of collaboration to support consistent SLT practices and effective instruction grounded in Charlotte Danielson's Framework for Teaching.	<ul style="list-style-type: none"> <li>Coaching support for school principals.</li> <li>Training and resources for School Leadership Teams.</li> <li>Collaboration with the OCS Team in designing networking opportunities for School Leadership Teams and educators</li> </ul>	20 days
Support for the redesign of the teacher evaluation process.	<ul style="list-style-type: none"> <li>Collaboration with Amy Nall on design, training, and plans for implementation.</li> </ul>	10 days
<b>Total Scope of Services:</b>		<b>40 days @ \$2,700 / day = \$108,000.00</b>



Thank you for the opportunity to partner with the Archdiocese of Louisville for the 2024-2025 school year. As compensation for the services rendered, the Archdiocese of Louisville agrees to pay \$108,000.00 as detailed in the attached **Scope of Services**.

ACB Consulting and the Archdiocese of Louisville agree to make appropriate personnel available to ensure ACB Consulting can perform its obligations under the **Scope of Services**.

Additional days mutually agreed upon will be at the rate of **\$2,700 per day**.

Thank you for this opportunity. We look forward to working with you. If you agree with the above, please sign below.

Ann Cummins Bogan

Owner, ACB Consulting

DocuSigned by:  
*Ann F Cummins Bogan*  
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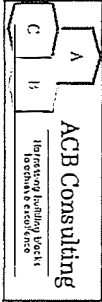
Date: June 4th, 2024

Mary Beth Bowling

Superintendent,

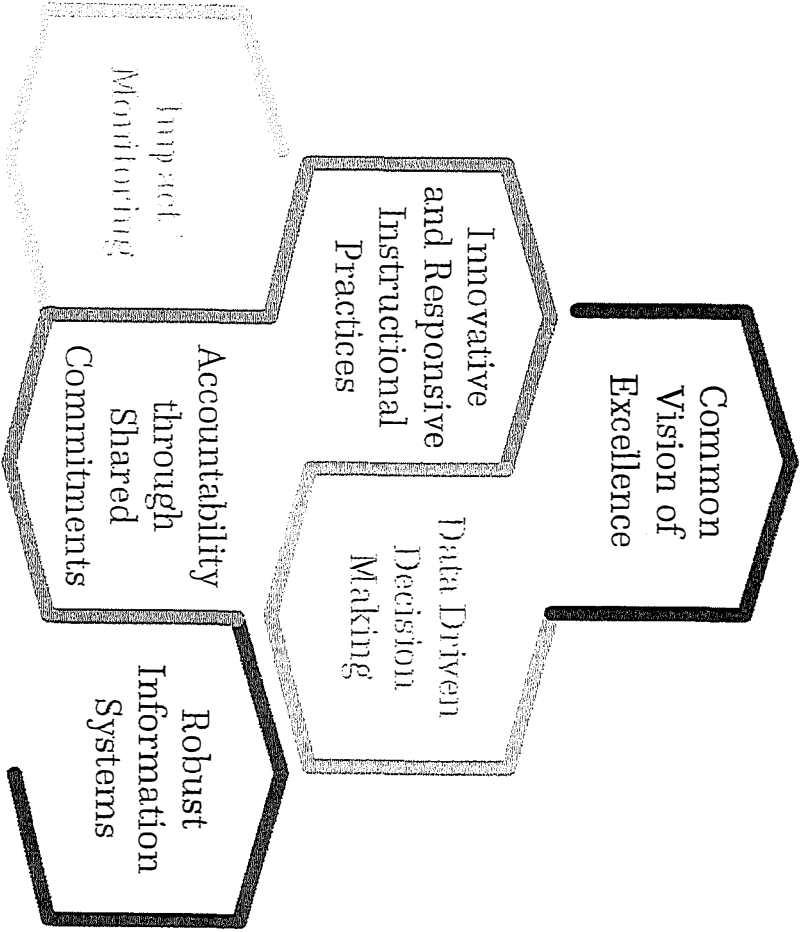
Archdiocese of Louisville Schools

Date:



**ACB's Building Blocks of an Effective System**

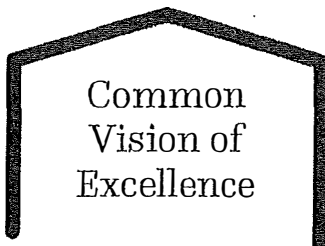
*ACB's Building Blocks of an Effective System* provides a framework focused on six key components to effectively drive school leadership design and progress monitoring to ensure continuous improvement, accountability, and impact. These six components serve as the foundation to assess systems coherence and design implementation plans to and continually improve organizations at all levels.







Having a clearly defined common vision of excellence is critical for any organization, especially when designing and implementing continuous improvement or strategic planning efforts. This requires establishing a high quality collaborative understanding of the purpose for our work, with structures and processes that constantly seek diverse perspectives and feedback from the system.



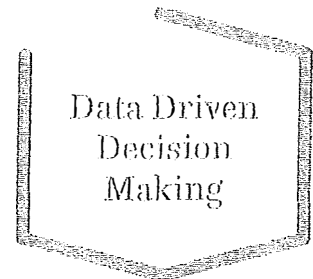
In highly effective systems the vision is robust, relevant, and everyone in the organization is aware of the mission. Leaders know where they are headed, what they hope to accomplish, and the tools, strategies, and pathways that will get them to their destination. Aligning goals and integrating time, resources, and talent must be intentional to impact change and improve systems. This coherent approach fosters trust and mutual accountability throughout the team.

Excellence not only refers to the aspirational and high quality outcomes sought by the organization, but the level of team effectiveness and the ways people work together. It encompasses the process, the purpose, and the product. In other words, the how, the why, and the what of the organization.

The word “data” has become a trigger for many educators and is often perceived as judgment rather than a driver for excellence. Team members must understand that “data” simply refers to information necessary to design actions that will impact change and to know the impact of these actions.

Spaces of vulnerability must be established to address the apprehension that often comes with reviewing and analyzing data and to foster a growth mindset and an authentic and critical examination of data to drive improvement.

Working collaboratively to identify accessible data sources, develop authentic artifacts that reflect progress toward goals, and build structures and processes for examining data to drive improvement reinforces a common focus and shared priorities.





The ongoing need to develop authentic ways to engage learners has never been more urgent. Research and theory about the most effective ways to accelerate learning for all students are readily available. Still, they are not always implemented in ways that truly transform practices to impact students' learning and sense of belonging, due to competing priorities.

Formal processes to gather input from school and teacher leaders about the selection, timing and implementation of new initiatives and programs result in better decisions, reflecting the needs of educators. Clear alignment to district and school goals create opportunities for coherence and integration of professional learning and school improvement plans. Connections to school leadership teams ensure programs and practices can be implemented with precision and intentionality.

Finally, intentional time for educators to collaborate with colleagues and deepen their understanding of initiatives is critical to impactful implementation.

The impact of strategies must be monitored regularly in order to ensure the effectiveness of the work at all levels of the system. Implementation plans should include specific timelines and benchmarks for measuring progress toward goals.

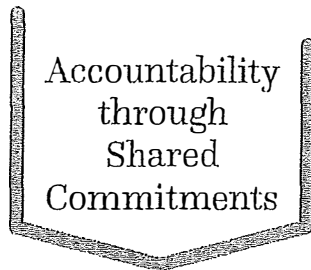
Result oriented cycles of inquiry with established intervals and benchmarks drive the flexibility and responsiveness needed to support district and school continuous improvement. When needed, refinement to action plans or adjustments to the goals themselves ensure that the system is accomplishing what it set out to do.

Given that collaboration is a key strategy for impacting systems change, establishing and communicating processes for teams to evaluate their effectiveness and the impact of their work informs intentional support for professional growth and team development.





Accountability is critical when working collaboratively to achieve goals. All members of the organization must have clarity around their roles and responsibilities, and how their work aligns to the common vision. In highly effective systems this clarity allows team members to integrate their efforts, minimize redundancy, and amplify strategies to achieve goals, eliciting shared commitments.



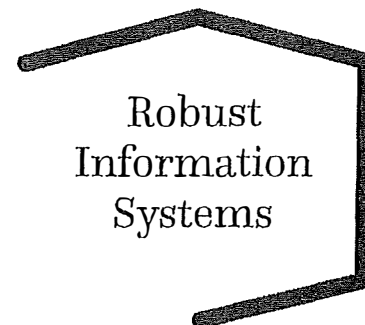
Shared commitments not only refers to the outcomes of team efforts, but the process of working together.

Agreements on meeting structures and practices foster psychological safety and risk taking and allow team members to articulate what they need from one another and celebrate individual and collective success.

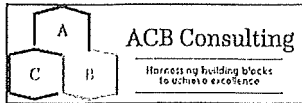
Mutual accountability is the foundation for trust and vulnerability that allows open communication about what is working and where efforts are falling short. Without trust, work becomes siloed and competitive and the true vision of what is trying to be accomplished gets lost.

Typically, information about goals and strategies is known by the leaders of the system and is not widely broadcasted or known among all members of the school community. Robust two-way information systems not only provide regular and timely updates, but intentionally seek diverse perspectives to inform decision-making.

Regular, structured communication ensures alignment, clarity and cohesion of processes and the outcomes of working together. As a result, the goals and plans for continuous improvement are meaningful, relevant, practical and reflect the experiences and perspectives of those most closely connected to students and families.



The information system is the lifeline of the organization that brings the six building blocks together and ensures the goals of the organization are realized and owned by all.



## Meet Ann Cummins Bogan



**Ann Cummins Bogan** has worked in education for over 30 years. Ann began as a teacher and taught in both a large urban school district and a small suburban school district. As a teacher leader, Ann was active in many school and district initiatives and worked as a mentor to support new teachers. As the teacher co-chair on a district committee to design and implement a teacher evaluation system, Ann developed professional development focused on Charlotte Danielson's Framework for Teaching.

As a consultant, Ann worked for several years with The Danielson Group to support the large-scale implementation of the Framework for Teaching. This included focusing on a culture of collaboration and using professional standards as a driver for reflection and professional growth. Ann also provided leadership coaching and facilitated professional learning in schools and districts across the country. As a senior consultant for The Consortium for Educational Change, Ann

implemented strategies to foster positive labor-management relations in districts and schools, and systems change focused on improving outcomes for students.

Ann's partnerships are currently focused on establishing innovative strategies to achieve school and district goals in a climate of uncertainty and unprecedented strains on the profession. This includes support at all levels of the system, from the classroom to the central office.

Ann has a Master's Degree in The Art of Teaching and a Certificate of Advanced Study in Educational Leadership from National Louis University.