CONTRACT

THIS CONTRACT is entered into this first day of November , 2024, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and [Common Good 1015 N LIMESTONE ST LEXINGTON KY 40505] ("Second Party").

A. PARTIES

The Board of Education of Fayette County, Kentucky, [Department of Grants Programming] has established the need to [design curricular maps and inquiry-based, interdisciplinary learning modules in order to build educators; capacities in developing students' leadership and civic dispositions] and has determined that this need cannot be met by existing district staff.

Common Good provides Plearning resources designed for, and with, diverse communities. and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of to support development of curricular materials that are adaptable to local contexts, leverage student assets and build authentic civic engagement for implementation of the requirements of the MSAP Grant

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

- 1. The Second Party shall provide to the [Department of Grants Programming, Breckinridge Elementary, Harrison Elementary and Crawford Middle Schools], as an independent contractor, services under the direction of Dr. Martha Jones (Director of Grants Programming) and MSAP Project Director.
 - The second party shall provide [all services as detailed in the attached Scope of Work)].
- 3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 341,000.00 . Additional expenses to be reimbursed are **[No expenses are allowable that are not listed in the Scope of Work]**, with a total amount of this contract not exceeding **\$** [341,000.00]
- 4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
- 5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
- 7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
- 8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
- Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
- 10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
- 11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
- 12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit 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 ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

- 13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
- 14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
- 15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
 - 16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.
- 17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
- 18. This agreement will be in effect from **November 1**], 2024, through **June 30**, 1, 2025, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

 IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

 Principal/Director's Approval

 Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Name of Second Party

Date

Date

Statement of Work

CommonGood / Fayette County Public Schools

Work Period: November 1, 2024 - September 30

Services and Deliverables

Contractor will use research-based practices to co-design curricular maps and inquiry-based, interdisciplinary learning modules in order to build educators' capacities in developing students' leadership and civic dispositions.

Contractor will perform the following services and provide the following deliverables:

- Collaborate with and receive feedback from FCPS team members to create a shared vision for program building.
- Mentor FCPS team cohorts to build participants' pedagogical and design capacities, as well as build a resource collection and incorporate program-related improvements into additional and future resources/practices.
- Facilitate community partnerships to support in design/future enactment of model
- Create interdisciplinary course maps reflecting a course arc that supports development of student agency, leadership, and civic dispositions including students' informed application of learning content to real world issues.
 - o 2 grade levels (one per school)
 - 3-course MS elective sequence
- Design exemplar interdisciplinary, thematic, inquiry-aligned materials (e.g., social studies, STEM, ELA) across specified courses. To include:
 - Core and supplemental materials that anchor on disciplinary literacy development, as well as information/media literacy practices
 - o Instructional practices aligned to student-driven learning and democratic practices
 - o Application of learning woven throughout materials, reflecting various scales
 - Where appropriate, application of ArcGIS (in partnership with 2892/NatGeo) to support interdisciplinary place-based, community-grounded inquiry project design
 - Incorporate the required specifications of local and state requirements (e.g., aligned to appropriate state standards) and district priorities (e.g., select frameworks, custom supports for multi-language learners, disciplinary literacy emphasis, etc.)
- Design and facilitate year-long professional development sessions in order to onboard educators to the model design with emphasis on: (1) humanizing pedagogies; (2) civic dispositions and engagement; (3) design thinking; and (4) inquiry-based project learning.
 - o Includes ongoing collaboration with district to ensure learning is responsive to educators' needs
- Design and facilitate design workshops, where the end product is enactable classroom resources for themselves and their PLC.

Contractor will use this guidance to plan and execute the work with FCPS over the work period:

| Primary Activities / Deliverables | # of Days Allotted |
|---|--------------------|
| Co-Design & Resource Development | |
| Construction of course maps for MS elective sequence | ~3 days |
| Construction of co-designed materials for elective courses | ~30 days |
| Construction of interdisciplinary course maps for: (1) one MS grade level (e.g., 8th grade); and (2) one Elem grade level (e.g., 5th grade) | ~5 days |
| Construction of co-designed exemplar units for selected grade level - Elem | ~20 days |
| Construction of co-designed exemplar units for selected grade level - MS | ~26 days |
| Development of Nat Geo 2892 Story Map for virtual display of student products and to serve as an ongoing district resource | ~10 days |
| Professional Learning | |
| All Hands Professional Learning | ~10 PD days |
| Professional Learning Design Workshops | ~10 PD days |
| APPROXIMATE DAYS ALLOTTED: | 114 |

FCPS Program Overview

CommonGood

Executive Summary

CommonGood believes that teachers and students benefit when learning experiences leverage their knowledge, are flexible in meeting their needs, and point towards an authentic civic purpose. CommonGood partners with organizations (including districts and curriculum providers) to support their work in that direction through systems design and resource development. We know that for curricular and instructional materials to meet students' and teachers' needs, they must both fit in the current policy environment, and to maximize impact, they must reflect current learning science.

Community-Driven Co-Design

CommonGood believes that students thrive when they are connected to the intellectual traditions associated with their communities of origin via the curriculum. In addition to traditional measures of academic outcomes, these and similar asset-based pedagogies also positively impact student agency (self-efficacy) and sense of belonging (positive ethnic identity, academic self-concept). Grounding such a curriculum in civic dispositions allows for students to apply learning to their lived experiences, demonstrating pathways for participating in civic life and becoming engaged citizens.

CommonGood has a unique approach to community-led curriculum co-design, which allows for local educators, community leaders, and students to participate in creating curriculum that connects students to locally relevant, culturally sustaining ideas and perspectives—towards a more *humanizing pedagogy*. These processes systematize designing of high-quality, inquiry-aligned units that leverage students' home and community-based knowledge, thus positioning them to take meaningful, informed actions within their local community.

The CommonGood team are established leaders in co-design practices, known for designing and executing on co-design program development with communities, as well as equipping other organizations (e.g., curriculum developers, service providers) with effective co-design methods.

Outcomes

When these approaches are applied to whole-school design, outcomes include:

- New modular curriculum, which connect students to locally relevant, culturally sustaining themes and support identity-affirming learning; aligned to Kentucky's K12 standards and inquiry pedagogies
- Increased civic dispositions and information literacy through instructional guidance aligned to literacy skill development and informed civic engagement
- Increased capacity of the FCPS team to utilize evidence-based design and community-driven curriculum and instructional development processes in the future
- Tangible and frequent opportunities for students to develop personal agency (fostering self-efficacy) and practice informed, engaged citizenship; opportunities for students to earn the Kentucky Civic Seal
- Development of whole school dispositions and democratic processes that foster students' connections to schools and communities

Deliverables

- K-8 course materials for cross-disciplinary civic learning in different content areas, including a three-course elective sequence; all built using comprehensive co-design processes
- Civic engagement project resources, grounded in student-led design
- Robust professional learning sequences, with a strong emphasis on building teacher capacity for design, notably modified instruction and curricular adaptation, but also to include designing for: knowledge transference (i.e., application of learning to real world issues), disciplinary literacies, information/media literacy, student-propelled instruction, etc.
- Ongoing individual consultation with administration/staff; to include mentorship and oversight of teacher-created products, as well as the collaborative development of a whole school model.

Organization & Team Bios

CommonGood

CommonGood is established to support development of curricular materials that are adaptable to local contexts, leverage student assets and build authentic civic engagement. CommonGood has extensive experiences in program design, as well as in creating curriculum and instructional resources designed for, and with, diverse communities. Collectively, the CommonGood founders have over 30 years experience in education, where they have led schools and design teams of educators in creating/adapting curriculum that aligns to local specifications, as well as authentic pedagogical approaches that center students of diverse backgrounds. These efforts have supported curriculum initiatives at the national, state, regional, and district-levels. The company's founders and team members are highly-skilled learning designers with applied knowledge in classroom teaching, inquiry-based learning, and culturally sustaining pedagogies across subject areas.

Carly Muetterties, Ph.D., has a passion for emboldening educators as they construct and enact inquiry-based learning. A former Kentucky high school social studies teacher, Carly collaborates with teachers, schools/districts, and educational organizations in designing culturally sustaining, locally relevant inquiry learning experiences to create a culture of inquiry in their classrooms. She has led diverse, cross-disciplinary teams in designing materials that support teachers in providing authentic and meaningful learning to their students. Her work has also included designing and developing civic learning programming, working to connect students to authentic opportunities for civic engagement. With extensive experience in building out civic programming at different scales, her most recent project has been in developing a K-12 Kentucky Civic Seal program in collaboration with the Kentucky Secretary of State's office and various state-level organizations; as well as building research partnerships with scholars at the University of Kentucky grounded in teaching methods, student empowerment, and civic engagement.

Carly has led teams and/or collaborated with organizations including: National Council for the Social Studies, C3Teachers, iÇiviçs, Gradient Learning, Newsela, the Learning Design Collaborative, the Smithsonian, the Library of Congress, the Southern Poverty Law Center, National Boards for Professional Teaching Standards, the Frazier History Museum, ThinkCERCA, and the Association for Teaching Black History in Kentucky; as well as diverse school districts including, but not limited to, Jefferson County Public Schools (Louisville, KY) and Denver Public Schools (Denver, Colorado).

Evan Gutiérrez has led curriculum and instruction programs for high-performing school systems, non-profit and ed-tech organizations serving schools nationwide. His leadership has included oversight of math, ELA, social studies, science and SEL content teams, design partnerships with prominent curriculum providers, and consultation with district leaders. Gutiérrez is author of <u>A New Canon: Designing Culturally Sustaining Curriculum</u> (2021), the first book to provide a framework for designing and utilizing rigorous, standards-aligned curriculum to address the lack of representation for marginalized communities in the formal curriculum. He regularly speaks and writes on practices to advance equity and asset based pedagogies.

Evan has led curriculum, assessment & instruction for high performing charter networks and unicorn edtech providers Gradient Learning and Newsela. He has driven collaborations with Illustrative Mathematics, Expeditionary Learning, C3Teachers, Odell Education, National Geographic, SCALE (Stanford Center for Assessment, Learning and Equity) and others.

Stephanie Fitch has led in education spaces as a teacher, department lead, curriculum developer, DEI practitioner, and school board member. As an academy lead and department head, Stephanie led teachers in professional development in cross-content writing and discussion skills. She has since worked on developing curriculum that is project-based, skills-based, incorporates social-emotional learning, and includes diverse perspectives. Fitch designed and consulted on project-based ELA, humanities, and ethnic studies curriculum for school districts nationwide. Likewise, she has extensive experience adapting curricular resources in order to reflect local particulars. Previously, Stephanie worked as a leader in the community she grew up in as a member of the Ravenswood City School Board (in Richmond, CA). In that position, she had a focus on supporting and listening to teachers as experts on their students, and invested in collaborating directly with the diverse community to develop solutions for students' needs.

National Geographic: 2892 Miles to Go

To support the whole school model—grounded in leadership and applied civics—CommonGood will work collaboratively with the 2892 team to support the creation of interdisciplinary inquiry-aligned resources, co-designed with FCPS teachers and community partners. 2892 Miles to Go is a National Geographic partner program, grounded in three critical pillars: every human being's story matters; every community's history matters; and we owe it to each other to co-create a more diverse, just and equitable future rooted in the understanding of these stories and histories.

Ashley Lamb-Sinclair is an award-winning educator, author, speaker, and consummate coalition-builder whose passion is bringing people together around a cause. She is the 2016 Kentucky Teacher of the Year who served as the inaugural Educator-in-Residence with the state department of education where she supported and led efforts to amplify educator voice and agency to shape policy and practice. After 14+ years as a National Board Certified classroom educator, Ashley founded and spearheaded an edtech platform called Curio Learning to elevate creative idea-development and authentic collaboration among educators. As founder and CEO, she received the Navitas Prize at the Milken-Penn Business Plan Competition, the Uber Girlboss Grand Prize, and joined an extensive network of edtech leaders at the LearnLaunch Accelerator in Boston. Ashley has contributed to several publications including The Atlantic and the Washington Post, and is an Oxford and Fulbright Scholar. She is the author of From Underestimated to Unstoppable: 8 Educator Archetypes for Driving Change in the Classroom and Beyond published with ASCD. Ashley currently serves as a National Geographic Explorer stewarding the 2892 Miles to Go program alongside a collective of youth and community leaders from across the globe.

Ashleigh Glickley is a National Board Certified Teacher, instructional leader, and innovator. Her passion for language learning began during her service as a Peace Corps volunteer in Guatemala where she taught youth in Indigenous Mayan schools. With over 15 years of experience in Dual Language programs in the U.S. and abroad, Ashleigh has led educators in the development of curriculum and assessments for both English and

Spanish language classrooms. Her work as a champion for multilingual learners was highlighted in the 2018 Louisville Magazine's Person of the Year. Most recently, Ashleigh's work has centered around developing collaborative, real-world learning experiences in science education. She has served on a team of National Geographic Explorers utilizing photogrammetry to document World War II maritime heritage sites off the coast of Maui and as a Science Communication Fellow for Ocean Exploration Trust exploring deep sea biology and geology in the Central Pacific. These collaborations resulted in innovative opportunities for students to interact virtually with experts conducting research in the field. Additionally, Ashleigh currently serves as the Magnet Coordinator for a Spanish Language Immersion school and is certified by Magnet Schools of America.