

## **NOTICE OF SOLE SOURCE PROCUREMENT**

**Date:** November 17, 2017

**Vendor/Contractor:** Kathy Kennedy Consulting, Inc.

**Contract Amount:** \$43,500.00

**Description of Services:** Personalized instruction to develop instructional leadership skills.

**Sole Source Determination:** This is unique training and support for developing leadership skills for principals. It would be very difficult, time consuming, and expensive to define these services and procure them through an RFP process.

**Date of Award:** TBD

**NOV 17 2017 PM03:34**




**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
**CHARTING THE COURSE**

*Department of School Leadership*

**MEMORANDUM**

**TO:** Kevin J. Beardsley, Director  
Office of Purchasing Services

**FROM:** Rashard J. Wright, Chief Schools Officer 

**SUBJECT:** Request for Sole Source Designation  
Vendor: Kathy Kennedy Consulting, Inc.  
Projected Maximum Contract Amount \$43,500 FY 2017  
Budget Unit Codes: 53100  
Line Item: 603407

**DATE:** Nov. 15, 2017

The school division contracted with Dr. Kathy Kennedy during the 2016-2017 school year to conduct personalized executive support to four principals aimed at developing their unique instructional leadership skills and to provide a coaching model that teaches them how to have conversations with teachers after conducting observations that cause teachers to reflect on and improve the decision they make regarding instruction and the work they give to students. This is a very different approach from the traditional clinical supervision model that has been in practice for years. Principals are eager to learn more about the principal's role as a coach and one school has asked us to please continue to let their school be selected for the coaching and the other was based on an identified need. The model developed and implemented by Dr. Kennedy has been implemented by administrators and teacher leaders at several of our schools over the past two years.

Because this model is not available from anyone else and supports our division's strategic plan, I am requesting that Dr. Kathy Kennedy be designated a sole source provider for this developmental supervision model that leads to improved performance. A copy of the Scope of Work is attached for your review and consideration of the sole source request. If approved, the administrators and teacher leaders in two of our elementary schools will receive eight days each of direct coaching from Dr. Kennedy.

I can provide additional insights and perspectives of Dr. Kennedy's work and effectiveness. Thank you for your consideration of this request, and I am available to answer any questions you may have.

Attachment: Scope of Work – Overview of Implementation  
Virginia Beach City Public Schools

Approved

Not Approved

  
Signature

11/17/17  
Date



**IRGINIA BEACH CITY PUBLIC SCHOOLS**

AHEAD OF THE CURVE

**GENERAL CONTRACT EXECUTION POLICY 3-89**

**FISCAL NOTE**

Department of School Leadership

115.53100.603407

SCHOOL/DEPARTMENT

ACCOUNT NUMBER

Facilitate Half-Day Sessions on Instructional Leadership for Various Schools

**CONTRACT INFORMATION**

YEAR	FISCAL YEAR	(a) ESTIMATED COSTS	(b) ESTIMATED REVENUES	NET DIFFERENCE (a) - (b)
1	2017-2018	\$ 43,500.00		\$ (43,500.00)
2				\$ -
3				\$ -
4				\$ -
5				\$ -
<b>TOTAL</b>		<u>\$ 43,500.00</u>	<u>\$ -</u>	<u>\$ (43,500.00)</u>

**SCHOOL CONTRACTS ONLY**

SCHOOL BOOKEEPER VERIFICATION THAT FUNDS ARE AVAILABLE OR WILL BE AVAILABLE IN THE ABOVE ACCOUNT NUMBER

11/15/2017

SCHOOL BOOKEEPER'S SIGNATURE

DATE

**CAPITAL PROJECTS ONLY**

TOTAL COST TO COMPLETE THE PROJECT:

\$ \_\_\_\_\_

PROJECT BUDGET:

\$ \_\_\_\_\_

CONTRACT BASE COST

\$ \_\_\_\_\_

11/17/2017

SCHOOL/DEPT. AUTHORIZED SIGNATURE

DATE

Note: See Section 19 (Contracts) in the Business Manual for Schools and Central Offices for further information on contract processing.

**PERFORMANCE CONTRACT**  
**BY AND BETWEEN**

The School Board of the City of Virginia Beach, Virginia

AND

Kathy Kennedy Consulting, Inc.

This Contract is made and entered into as of this 15th day of November, 2017 by and between the School Board of the City of Virginia Beach, Virginia (hereinafter referred to as "School Board" or "Virginia Beach City Public Schools" or "VBCPS"), and Kathy Kennedy Consulting, Inc., Performer/Presenter, with principal place of business at various Virginia Beach City Public School Sites per attached schedule, (hereinafter referred to as "Contractor") for the purpose of provision of presentations, performances, programs, or training (hereinafter referred to collectively as "performance").

**SECTION 1: TERM AND TERMINATION**

This Contract shall be effective from the date listed above and shall naturally terminate upon the completion of the performance(s) listed herein. No rights and duties hereunder shall accrue beyond the effective date of cancellation. Either party may cancel this Contract upon thirty (30) days written notice to the other party. There may be no modification of this Contract, except in writing, executed by the authorized representatives of the School Board and Contractor.

Date(s) of Performance: Please See Attached Scope of Work

Time(s): Various (Included in Attached Scope of Work)

Location(s): Seatack and Lynnhaven Elementary Schools

**SECTION 2: SCOPE OF SERVICES**

Throughout the term of this Contract, Contractor shall provide the following performance: \_\_\_\_\_

Please see attached scope of work for Virginia Beach City Public Schools

**SECTION 3: COMPENSATION AND METHOD OF PAYMENT**

VBCPS will pay Contractor in the amount of \$ 43,500.00 upon satisfactory completion of the services and receipt of an original invoice. It is understood and agreed between the parties hereto that the School Board of the City of Virginia Beach shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the School Board of the City of Virginia Beach shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was)/were received without penalty or expense to the School Board of the City of Virginia Beach of any kind whatsoever.

**SECTION 4: CONTRACTOR QUALIFICATIONS**

The Contractor represents and warrants to the VBCPS that:

- A. There are no claims, suits, or charges pending against the Contractor regarding services to be provided under this Contract;
- B. The Contractor will maintain any and all required licenses to perform the services under this Contract; and
- C. It is and shall remain at all times during the contract term an entity in good standing with the Virginia State Corporation Commission which is authorized to do business within its borders, as required by applicable law. (If Contractor is a sole proprietor this provision does not apply but, please attach appropriate documentation, i.e., W-9 Form.)

**SECTION 5: RELATIONSHIP OF THE PARTIES**

The Contractor shall perform services under this Contract as an independent contractor, and nothing herein shall be construed as placing the Contractor in the category of employee of Virginia Beach City Public Schools. This Contract does not create a partnership relationship. Neither party has the authority to enter into contracts on behalf of the other party.

**SECTION 6: INDEMNITY AND HOLD HARMLESS:**

Unless the Contractor is providing services on a volunteer basis, the Contractor certifies during the term of this Contract, that the Contractor has and shall maintain sufficient insurance to protect the Contractor from claims of bodily injury, including death, property damage or as such other claims arising as a result of the performance of the Contractor under this Contract.

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its agents, volunteers, servants, employees, and officials in connection with this Agreement or the performance or failure to perform any services required by this Contract. The Contractor agrees to indemnify and hold harmless the School Board and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of services by the Contractor. Neither party to this Agreement shall be liable for the other party's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

**SECTION 7: NON-ASSIGNMENT:**

Neither this Contract nor any interest therein, or claims there under, shall be assigned or transferred by the Contractor without the prior written consent of the VBCPS.

**SECTION 8: COMPLIANCE WITH APPLICABLE LAWS/GOVERNING LAW/VENUE:**

The Contractor shall comply with all federal, state and local statutes, ordinances, regulations and guidelines now in effect or hereafter adopted, in the performance of the description of services set forth herein. This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach or the U.S. District Court for the Eastern District of Virginia, Norfolk Division. No claim shall ever be arbitrated.

**SECTION 9: COMPLIANCE WITH IMMIGRATION LAWS:**

Pursuant to Section 2.2-4311.1, as amended, of the Code of Virginia, Contractor agrees that it does not currently, and shall not during the performance of this contract knowingly employ an unauthorized alien, as defined in the federal Immigration and Control Act of 1986.

**SECTION 10: FAITH BASED ORGANIZATIONS**

The School Board of the City of Virginia Beach does not discriminate against faith-based organizations.

**SECTION 11: CONFLICTS OF INTERESTS**

The Contractor hereby certifies that this contract is in compliance with the applicable requirements of the Virginia Conflicts of Interest Act, Section 2.2-3700, et. seq., as amended, of the Code of Virginia. VBCPS employees should verify that they do not have a conflict.

**SECTION 12: CERTIFICATION AND DISCLOSURE REGARDING CRIMINAL HISTORY**

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Virginia Beach City Public Schools students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

Contractor's Signature (W 9 Form Required)  
Address: 6814 South Staff Road  
Fayetteville, NC 28306

  
Principal/Director

Director of Business Services

\_\_\_\_\_ Date

11/17/17  
\_\_\_\_\_ Date

\_\_\_\_\_ Date





## **Consulting, Inc.**

### **Scope of Work for Virginia Beach City Public Schools 2017-2018**

#### **Purpose and Rationale/Justification:**

To provide selected VBCPS principals/assistant principals/instructional coaches with personalized executive coaching aimed at developing their unique instructional leadership skills, selected complementary leadership skills, and specific school-related improvement strategies. Additionally, teachers of the identified schools will be engaged in professional learning opportunities on topics related to high probability instructional strategies in order to create a common lexicon throughout the school.

#### **Scope of Work:**

Dr. Kathy Kennedy will facilitate full day sessions at each principal's home school during the dates identified in the schedule. Unique instructional leadership goals will be identified for each principal with VBCPS executive leadership input, complementary leadership skills will be assessed and developed, progress will be marked and periodic modifications will be made. Selected VBCPS executive leaders will partner in each principal's development and will engage with the principal and facilitator at the actual coaching sessions. The overarching goal of the coaching sessions is to significantly accelerate the leadership development of key VBCPS principals to the great benefit of their home schools and stakeholders and the division overall. During classroom coaching visits, specific focus will be placed on the following:

- alignment of the intended, taught and tested curriculum;
- use of one of the seven coaching tools to provide instructional feedback to the teachers;
- creation of a common instructional lexicon;
- quarterly assessment preparation, leading data analysis and plan for ensuring mastery of the standards; and
- lesson planning and instructional delivery.

Additionally, the schools will focus on three effective school levers to include:

- Clear, Compelling Direction
- Student and Staff Culture
- Teaching and Learning
- 

#### **Clear Compelling Direction:**

The Center for Creative Leadership (2015) indicates that one of the fundamental attributes of effective leadership is the ability of a person or a collective group of people to intentionally choose a desired future state from a number of alternatives and move purposefully in an effort to

cause that choice to become reality. Plainly put, skillful direction setting is the first and best tool to ensure success for every student, every day, and must include the following:

- vision;
- a sense of mission;
- core beliefs;
- core values;
- norms that define interactions;
- clear and compelling improvement goals;
- the leaders' moment by moment actions identifiable by their high energy, grace in difficult times, and their ability to focus and persist; and
- frequent communication of expectations for attainment of the goals and progress toward meeting/exceeding the goals.

### **Student and Staff Culture:**

Student and staff culture are invisible but powerful forces that determine individual behavior throughout an organization. In *School Culture Rewired*, Gruenert and Whitaker suggest this invisible, but powerful, force is perhaps the primary determiner of success for a school's improvement efforts (2015). Successful cultures focus on building relationships that promote the following:

- the belief that caring, passionate, and skilled people are the heart of every successful organization;
- laser-like focus on creating an environment where students want to come to learn, staff want to come to work and parents want to send their children;
- focusing cultural forces on the school's interpersonal attributes in order to create the conditions where talent is welcomed and high performance is expected; and
- placing students squarely at the center of the school's strategic framework in order to support a student-centered approach that celebrates student success, studies student attributes, innovates around student outcomes, and places student results in first place with respect to school priorities.

### **Teaching and Learning/Instructional Leadership:**

Of all the variables that affect student achievement, none has a higher effect size than quality instruction (Haycock 1998). As the principal and leadership team increases its capacity to select, develop and retain high quality instructional leaders and classroom teachers, it creates a school level culture of performance that attracts even more talent. This cyclical process continues to the great benefit of students. In order to increase instructional leadership capacity, numerous sustainable processes must be a focus of the school:

- the principal/assistant principal must assume the role of an instructional leader by observing and coaching instructional practices daily;
- the principal must expect and support vibrant and engaging learning environments that involve students in higher order thinking skills, and authentic learning experiences;
- teachers must be provided with and create resources that promote alignment of the Virginia standards, curriculum, daily instruction, assessment, and professional learning;

- teachers must be empowered to utilize high-probability instructional strategies during delivery of lessons such as identifying similarities and differences; summarizing and note taking; reinforcing effort and providing performance feedback; distributed practice; nonlinguistic representations; cooperative learning; setting objectives; generating and testing hypotheses; questions, cues, advance organizers, etc.;
- posting and referencing daily student friendly learning targets that contain the thinking level and skill students are expected to master during the lesson in every classroom;
- improving levels of student engagement through the appropriate use of technology, collaborative groups, and delivery of the content during instruction;
- embedding more rigorous and challenging activities throughout lesson delivery; and
- improving lesson pacing and use of instructional time by portraying and modeling the idea that every instructional minute counts.

**Participants:**

Administrators and Teachers from the following schools:

- Seatack Elementary School
- Lynnhaven Elementary School

**Investment:**

Consultant Daily Rate@ \$3000.00 per day for a total investment of \$43,500.00 (includes daily consulting fee and expenses to include travel, hotel, food, airport parking if needed)

**Dates of Coaching and Embedded Professional Development:**

October 6, 2017 (1/2 day planning meeting)

October 23, 2017 (1/2 day at each school)

November 21-22, 2017

December 4-5, 2017

January 30-31, 2018

February 22-23, 2018

March 15-16, 2018

April 19-20, 2018

May 4, 2018 (1/2 day at each school)

**Consultant:**

Dr. Kathy Kennedy, President

KLK Consulting, Inc.

SCC ID: F2015073

6814 South Staff Road

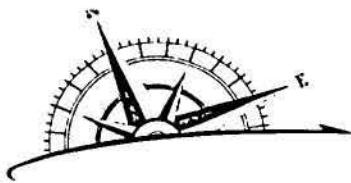
Fayetteville, NC 28306

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kakennedy6814@gmail.com





**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
**CHARTING THE COURSE**

*Department of School Leadership*

**TO:** Aaron C. Spence, Ed.D., Superintendent  
**FROM:** Rashard J. Wright, Chief Schools Officer  
**MEMO:** **CONSULTING CONTRACT EXPLANATION: DR. KATHY KENNEDY**  
**DATE:** Nov. 15, 2017

**Scope of Work:**

Dr. Kathy Kennedy will facilitate half day sessions (8:30-11:30 and 12:30-3:30) at each principal's home school during the dates identified on the attached scope of work. Unique instructional leadership goals will be identified for each principal with VBCPS executive leadership input, complementary leadership skills will be assessed and developed, progress will be marked and periodic modifications will be made. Selected VBCPS executive leaders will partner in each principal's development and will engage with the principal and facilitator at the actual coaching sessions. The total contract will not exceed \$43,500.00.

**Consultant Justification:**

Dr. Kennedy provides selected VBCPS principals/assistant principals with personalized executive coaching aimed at developing their unique instructional leadership skills, selected complementary leadership skills, and specific school-related improvement strategies.

**Connection to Division Goals:**

**Goal 4 – Culture of Growth & Excellence:**

**VBCPS will be defined by a culture of growth and excellence for students, staff, parents and the community.**

5. Provide a variety of professional learning opportunities and resources to all staff- provide a variety of professional learning opportunities and resources to all staff to support continuous improvement and the successful implementation of the strategic framework.

The overarching goal of the coaching sessions is to significantly accelerate the leadership development of key VBCPS principals to the great benefit of their home schools and stakeholders and the division overall.

**Return on Investment or Scalability of Program:**

Teachers of the identified schools will be engaged in professional learning opportunities on topics related to high probability instructional strategies in order to create a common lexis throughout the school.

Approved as to Content: \_\_\_\_\_  
Marc A. Bergin, Ed.D., Chief of Staff

Approved: \_\_\_\_\_  
Aaron C. Spence, Ed.D., Superintendent