

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 Louisville Urban League (hereinafter "Contractor"), with its principal place of business at 1535 West Broadway, Louisville, KY 40203.

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:

1. In collaboration with the 15th District Parent Teacher Association (PTA), JCPS Family Resource/Youth Service Centers, Title 1 Parent Involvement Program and Jefferson County Public Schools District Parent Involvement Committee, the Louisville Urban League will recruit 35 parents from area Title 1 Schools to participate in a Leadership Academy.

2. In collaboration with partners named in item 1, from the parents recruited, at least 25 will participate in at least two of 12 modules on six Saturdays or evenings as part of the Parent Leadership

Academy. The Louisville Urban League will use telephone and mail follow-up to promote continuing participation in the 12 modules by parent participants.

3. Provide follow-up with parents and on going support so that by May 1, 2014, 30 percent of the parents who participated in the Parent Leadership Academy will be a member of a school PTA, Site Based Decision Making Council or committee.

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:	<u>\$25,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Attached</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title 1 Parent Involvement</u>

*In the event Contractor does not recruit number of parents stipulated in Article II (Services), Contractor will be paid a pro rated amount based on the number of parents meeting stated criteria.

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on November 1, 2013 and shall complete the Services no later than June 30, 2014, 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 age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. 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. 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 November 1, 2013.

Contractor's Social Security Number or Federal Tax ID Number: 61-04447771

JEFFERSON COUNTY BOARD OF
EDUCATION

Louisville Urban League
CONTRACTOR

By: _____

By: Benny K. Richmond

Title: Donna M. Hargens, Ed.D.
Superintendent

Title: Ben Richmond
President & CEO

Cabinet Member: Bewey Hensley

BH
(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: The contractor proposes to provide learning opportunities for parents through weekly workshops that align with the National PTA's Standards for Parent and Family Involvement. The Louisville Urban League is the only known organization to provide this service in this community.

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

State the type of service: _____

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.

Toni Smith

Print name of person making Determination

Title I

School or Department

Toni Smith

Signature of person making Determination

Date

10/24/13

Louisville Urban League

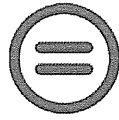
Name of Contractor (Contractor Signature Not Required)

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



Youth Development & Education Department
Organizing Parents for Achievement: The Parent Leadership Academy

Parent Leadership Academy Summary

The Louisville Urban League's (LUL) Parent Leadership Academy (PLA) teaches parents/caregivers how to organize themselves in the school and be strong (well-versed, visible and vocal) advocates and partners to promote academic achievement for their children. The Academy is a partnership of the Louisville Urban League, Jefferson County Public Schools Office of Title I Parental Involvement, and the 15th District PTA to achieve the vision of stronger parental involvement in local schools. The goal of this initiative is to grow and strengthen the capacity of PTA's, SBDM's and other parent leadership efforts in targeted JCPS schools.

The proposed 2013-2014 Parent Leadership Academy project will:

- Conduct a Fall Session during the 2013-2014 school year, per the attached schedule.
- Engage a group of 35 parents/caregivers in a six to eight week series of training sessions.
- Provide one (1) month of interaction after each cycle, with parents and parent groups to continue building/nurturing the personal, supportive relationships between targeted schools and established parent groups.
- Host a graduation at the end of the Fall Session to celebrate the accomplishments of the parents/caregivers through their participation in the Academy.

The Parent Academy builds on the legacy of LUL's "Campaign for African American Achievement", a national mobilization and advocacy effort aimed at raising awareness and improving public schools to enhance the academic and social development of young people. A key component of the Campaign is to ***"transform parents into sophisticated consumers of public education"***.

LUL has engaged the parents of a percentage of over 500 students enrolled in its youth development and education programs in a focus group to test the theories used in development of the Academy's curriculum. Additionally, LUL has successfully conducted six cycles of the Parent Leadership Academy including two in the 2012-2013 school year.

PLA Curriculum

The Academy's curriculum is structured around the National PTA's Standards for Parent and Family Involvement, which set forth six objectives: Relationship Building; Communications; Advocacy; Decision Making; Learning Opportunities; and Community Partnerships. PLA workshops, as outlined below, are designed to address the six objectives of the national standards:



Youth Development & Education Department
Organizing Parents for Achievement: The Parent Leadership Academy

Objective I: Relationship Building

- a. The Power of First Impressions
- b. Establishing & Building Positive School Relations

Objective II: Communications

- a. Report Card Reading 101
- b. Preparing for Parent/Teacher Conference

Objective III: Advocacy

- a. Understanding ECE & Special Needs
- b. JCPS School Choice

Objective IV: Decision Making

- a. Organizing the PTA
- b. What is SBDM and Why Should I Care?

Objective V: Learning Opportunities

- a. K-PREP Test Taking
- b. The Parent Portal

Objective VI: Community Partnerships

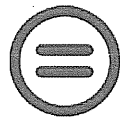
- a. Family Resource Youth Service Centers (FRYSC), Neighborhood Places, & Community Schools
- b. It Takes a Village (Action Planning)

Parent/Caregiver Profile

The primary audience for the Parent Academy pilot demonstration is parents/caregivers of school-aged students enrolled in JCPS schools located in Louisville's urban core.

The profile of parents/caregivers who will benefit the most includes, but not limited to, the following characteristics:

- ✓ Individuals having earned no more than a high school diploma or GED;
- ✓ Individuals 30 years old and younger;
- ✓ Households with 1 or more children enrolled in JCPS;
- ✓ Un/Under-employed parents/caregivers; and
- ✓ Parents/caregivers who have NOT demonstrated any *school-based* involvement in their child's academic career.



Youth Development & Education Department
Organizing Parents for Achievement: The Parent Leadership Academy

Recruitment Strategy

Principals, Family Resource Center Coordinators, Youth Center Coordinators, and other administrators of Title I schools will assist LUL with identifying parents/caregivers appropriate for the Parent Leadership Academy. Referrals are also taken from the 15th District PTA membership and other JCPs schools.

Parents/caregivers are pre-screened and oriented to the Parent Academy process prior to enrollment. Parents/caregivers engaged in the Academy must demonstrate a sincere commitment and clear understanding of Parent Academy expectations. Those accepted into the Academy will be designated as “PLA Ambassadors” of their respective school.

Enrollment Criteria

Parents/caregivers targeted for enrollment in the Academy shall include, but not limited to, those with:

- A. No or negative interaction experience(s) with the school
- B. Minimal interaction with the school (1 to 2 throughout the school year)
- C. Infrequent or no involvement in school organizations
- D. Desired level of interaction with the school (3 or more throughout the school year)
- E. Political advocacy aspirations—evolving to become active in lobbying efforts affecting local education policies

Principals of the respective target school may be consulted in the identification and selection of parents/caregivers enrolled in the Academy.

Enrollment Process

Individuals interested in enrolling in or inquiring about the 2013-2014 Parent Leadership Academy should contact: the Louisville Urban League, (502) 566-3383 or imuhammad@lul.org.

Contract Amount
\$25,000

Conditions of Payment

The contract amount for delivery of the Parent Leadership Academy shall not exceed \$25,000 payable per the Progress Payment Schedule stated below. The contract amount shall be for total performance of this contract, including all fees, costs and expenses incurred by LUL, including but not limited to labor, materials, overhead, travel, insurance, subcontractor costs, and other costs. To receive payment, LUL will submit invoices and supporting documentation to JCPs, specifying the work performed and progress made.



Youth Development & Education Department
Organizing Parents for Achievement: The Parent Leadership Academy

Supporting documentation shall include:

- **Progress Payment # 1:** roster of recruited and enrolled parents/caregiver; samples of marketing materials used.
- **Progress Payment #2:** copies of session agendas and sign-in sheets for each completed workshop.
- **Progress Payment #3:** copy of graduation program, including list of PLA graduates.
- **Progress Payment #4:** evidence that PLA graduates have engaged leadership activities in their respective schools, to include a listing of school names, parent/caregiver names, and a description of their respective role(s).

Progress Payment Schedule

Expected Progress	Milestone Date	Payment Amount
1. Recruit/enroll 35 parents/caregivers, representing students of targeted schools	12/07/2013	\$5,000
2. At least 25 parents/caregivers participate in at least two of 12 PLA workshop modules offered.	02/22//2014	\$10,000
3. PLA Graduation (Note: Graduates must have completed at least two of 12 PLA workshop modules offered)	03/01/2014	\$5,000
4. At least 30% of PLA Graduates are involved in leadership role at respective schools, i.e., PTA/PTO/SBDM/CLUBS, etc.	04/15/2014	\$5,000
Total Payment		\$25,000

Term of Agreement

LUL shall begin performance of the services upon execution of the contract and shall complete the services no later than June 30, 2014.

**Louisville Urban League
Parent Leadership Academy
Budget FY 13-14**

Personnel Costs	Rate	Hours	Cost Per Training Cycle
Dir Youth Development & Education	\$ 29.06	90	\$ 2,615
YDE Manager	\$ 23.08	120	2,770
Program Assistant	\$ 15.38	120	1,846
Total Salaries			\$ 7,231
Fringe @ 30%			4,341
Total Personnel Costs			\$ 11,571
Operational Costs			
Occupancy Costs			2,500
Facilitators			2,100
Child Care for Parents is Sessions			750
Food/Refreshments for parents in sessions			1,650
Postage/Mailing			100
Marketing/Advertising			1,600
Telephone			200
Supplies, Materials, printing/copies			850
Graduation & Recognition			1,000
Total Operational Costs			\$ 10,750
Total Direct Costs			\$ 22,321
Indirect/Admin Costs @ 12%			\$ 2,679
Total Cost per Training Cycle			\$ 25,000