

**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 W. Broadway, Louisville, Kentucky, 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:

The Louisville Urban League will provide a 20 week program referred to as the "Street Academy." The program will operate at Portland Elementary School from November 23, 2013- May 16, 2014. It shall serve a minimum of 40 JCPS male students in grades 4th to 6th. The program will include reading literacy, a social behavior component, and a cultural heritage component. All students participating in the Street Academy program must attend a Title I school within JCPS. Board and contractor will mutually agree on eligibility criteria for the program. Caregivers and parents will participate in the LUL Parent Leadership Academy where they will be introduced to information and resources that will assist them to become advocates for their child's education. Itemization of invoices

will be required when submitting invoices for payment. The Contractor must submit by May 30, 2014, the final itemization of program expense invoices. The Program Outcomes and Assurances are incorporated and attached herein as "Attachment A".

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>\$49,779</u>
Progress Payments (if not applicable, insert N/A):	<u>The contract shall be paid in three (3) equal payments.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title 1</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on November 12, 2013 and shall complete the Services no later than May 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 12, 2013.

Contractor's Social Security Number or Federal Tax ID Number: 61-4447771

JEFFERSON COUNTY BOARD OF Louisville Urban League
EDUCATION CONTRACTOR

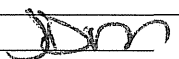
By: _____

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

By: 

Title: Benjamin Richmond
President & CEO

Cabinet Member: John Marshall


(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: I determined that the Urban League specializes in educational programs such as the Street Academy in partnership with JCPS, contracted during the school year.

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: _____

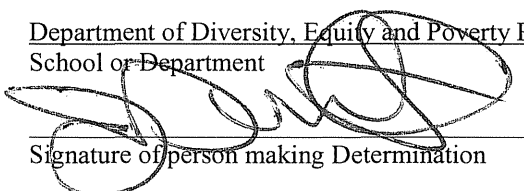
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

John Marshall

Print name of person making Determination

Department of Diversity, Equity and Poverty Programs

School or Department


Signature of person making Determination

11/6/13
Date

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

Jefferson County Public Schools Street Academy

Program Outcomes and Assurances – Attachment A

Jefferson County Public Schools Street Academy

Program Outcomes and Assurances – Attachment A

BRIEF HISTORY

In collaboration with the Urban League, Jefferson County Public Schools (JCPS) has embarked on an effort to improve African American male educational outcomes with the implementation of the Street Academy. The Street Academy model was patterned after the New York City Urban League with the goal of providing support to minority male students in poverty. In Kentucky, the academic component emphasizes reading success, making sure that there is an alignment with the Common Core State Standards (KCAS). The curriculum also involves a cultural component that highlights African American literature and history (in collaboration with the Muhammad Ali Center) as well as a physical component that train students on Tai

“Before my son was a part of The Street Academy, his grades and confidence were not where they needed to be”

~Felicia Smith (parent)

ALIGNMENT WITH JCPS VISION 2015 FOCUS AREAS

■ Increased Learning

- The primary focus of the Street Academy is to increase literacy levels as measured on the state-wide reading test

■ Graduation and Beyond

- Through strategic partnerships, The Street Academy infuses college preparation and career awareness activities to provide tangible long-term goals for its participants.

■ Stakeholder Involvement/Engagement

- The Street Academy is a collaborative effort between JCPS, The Louisville Urban League. Additional organizations such as The Muhammad Ali Center provide additional supports along with parents and other volunteers.

■ Safe, Resourced, Supported and Equipped Schools

- The Street Academy utilizes JCPS facilities in order to deliver the program. At these schools young men are able to take advantage of technology to complete The Street Academy activities including but not limited to; SmartBoard technology, computer labs, educational software and digital cameras.

CURRICULUM DESCRIPTION

The Street Academy Curriculum is designed to address five outcomes: (1) improve reading & comprehension proficiency; (2) enhance social and behavioral skills; (3) increase discipline through Tai Chi martial arts; (4) expand cultural awareness; and (5) provide planned parental involvement.

Improve reading & comprehension proficiency

- READY Common Core – Each week students work in small groups – teacher led instruction (step-by-step) in order to complete the reading strategy for each week. The students are given the opportunity to work at their pace.
- Focus On African Americans – This is a teaching tool designed for small groups that focus on the common core standards while introducing students to history changing African Americans.

Enhance social and behavioral skills

- Social skills is a requirement for all students attending; Focus – decision making; peer relationships; study habits; field trip procedures

Increase discipline through Tai Chi martial arts

- Students learn how to listen, exhibit self-control, and are considerate to those around them. Our data reflects that most students of the Street Academy improve in their behavior and academic achievement. The ultimate learning outcome is to place students in a position of empowerment. Tai-Chi, movement, awareness, memorization, reflection, application and performance are the building blocks of the Wellness Curriculum that we offer at the Street Academy.

Expand cultural awareness

- Historical Figure of the Week - African American historical figures are discussed each week. There is a literary piece that is discussed with all students. The figure is then brought to life through technology. Video clips, photos are presented in a presentation to explain the impact the person has made in history.
- Focus On African Americans – This is a teaching tool designed for small groups that focus on the common core standards while introducing students to history changing African Americans.

Provide planned parental involvement

- Parents and Schools will receive reports from the students participating in Street Academy. This is to provide the home school with an additional contact person working with their students. This is helpful when working with a student who may have experienced a difficult week in school academically or behaviorally. The Street Academy team is then able to work with the student to help them develop a plan for success.
- Study Island/Success Maker – Students will be given the opportunity to use the programs for 20 minutes in accordance to their current usage within their school. The students will be monitored weekly to determine their current progress which will be included in their parental report every grading period.

A TYPICAL DAY AT THE STREET ACADEMY

- ❑ Opening Activity – CARE Circle, Good morning handshake greeting (How a greeting can positively affect others) [10 Min.]
- ❑ Group reflections – review of the previous day’s vocabulary [10 Min.]
- ❑ Black History Spotlight – Person of the week [10 Min.]
- ❑ Reading Comprehension (Relationships between events) [90 Min.]
 - Intervention Activities – Vocabulary Attack, 3 words from test
 - Cooperative learning groups of 4 students
 - Mastery evidence – Each student will write a sentence for each vocabulary word
 - Learning from mistakes – students will read their sentences aloud to catch their mistakes
 - Group with most effective sentences written (winner for the day)
 - Read aloud – Students take turns reading aloud paragraphs from a passage.
 - Identifying paragraph structure – chronological order, intro-body-conclusion
 - 3 check for understanding questions
 - Formative Assessment/ Guided Practice – 4 questions to see if students can determine relationships between events
- ❑ Tai Chi and Wellness activities – Practice affirmations [90 Min.]

ASSURANCES

Going forward, the following assurances will be collected as data points by which to validate the effectiveness of The Street Academy

- ❑ Curriculum
 - Daily lesson plans communicated to both students and parents
- ❑ Attendance
 - In addition to improved monitoring, absent students and families will be contacted when not present
- ❑ Improving literary fluency
 - Individual student goals set
 - Pre and Post reading test
 - Comprehension
 - Fluidity
- ❑ Improved student tracking
 - Student data tracked throughout the school year in the areas of
 - Grades
 - Behavior

2013-2014 ACADEMIC YEAR PROPOSED BUDGET

Programming Year: Saturday Programming – 20 Days;
 Recruitment/Orientation – 2 Days;
 Professional Development – 1 Day

	Portland Site	Rangeland Site	Total
Personnel			
Lead Teacher (1)	5,792	4,423	10,215
Teacher (3)	9,498	10,099	19,597
Home-School Coordinator	4,290	4,290	8,580
Fringe Benefits @ 15%	2,937	2,822	5,759
LUL Support Staff	4,510	4,920	9,020
Total Personnel Costs	27,027	26,144	53,171
Contractors			
Bus Service (Daily)	4,500	4,500	9,000
Bus Service (Field Trips)	675	675	1,350
Martial Arts Instruction	3,300	3,300	6,600
Total Costs for Contractors	8,175	8,175	16,350
Operational			
Facilities	4,752	4,752	9,504
Food/Snacks	1,600	1,600	3,200
Supplies/Printing	1,500	1,500	3,000
Teacher Professional Development	1,200	1,200	2,400
Field Trips & Completion Celebration	1,000	1,000	2,000
Total Operational Cost	10,052	10,052	20,104
Total Indirect Cost @ 10%	4,525	4,437	8,963
Total Budget	49,779	48,808	98,588

****Current budget represents an 18.6% reduction in original 2013-2014 Street Academy Program Budget****