

## 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/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department (hereinafter "Contractor"), with its principal place of business at 633 West Jefferson Street, Louisville, Kentucky, 40202.

### 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 Contractor shall provide twelve (12) School Resource Officers for the 2013-2014 school year. The School Resource Officers will be assigned to Atherton High School, Fairdale High School, Iroquois High School, Lassiter Middle School, Meyzeek Middle School, Moore High School, Newburg Middle School, Pleasure Ridge Park High School, Shawnee High School, Southern High School, Thomas Jefferson Middle School, and Valley High School. The School Resource Officer shall perform such services as described in the attached Agreement between the Louisville Metro Police Department and Jefferson County Public Schools.

### 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>\$324,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>December, March and June</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>SI11089 0347 900XS</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on January 28, 2014 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 January 28, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 32-0049006

JEFFERSON COUNTY BOARD OF  
EDUCATION

Louisville/Jefferson County Metro  
Government  
CONTRACTOR

By: \_\_\_\_\_

By: 

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

Title: Steve Conrad  
Chief of Police

Cabinet Member: Michael Raisor



(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: SRO Services offered through police department.

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: \_\_\_\_\_

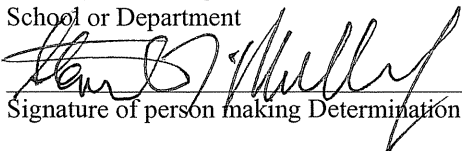
**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Stanford T. Mullen, Jr.

Print name of person making Determination

Security & Investigations

School or Department



Signature of person making Determination

1-8-2014

Date

Louisville/Jefferson County Metro Government

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



# **Agreement between Louisville Metro Police Department and Jefferson County Public Schools for the School Resource Officer Program**

The agreement made and entered into the 28 day of January, 2014, by and between Louisville Metro Police Department and The Jefferson County Public Schools.

## ***A. Mission Statement***

The School Resource Officer (SRO) is a community policing approach practiced in a school environment. The school is the police officer's beat and community. The exclusive focus on the physical and social territory of the school is an important aspect of the SRO concept. Unlike police officers who respond to school problems as a result of a 911 call by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not. The SRO wears the police uniform and weapon while on duty in the school. Exceptions to the uniform can be made by the SRO supervisor; this will only happen in approved situations. JCPS Board policy prohibits purchasing of personal clothing and equipment for a SRO.

## **Goals and Objectives**

1. Maintain a safe and secure environment on campus, which will be conducive to learning.
2. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
3. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

The Louisville Metro Police Department shall select the School Resource Officers and assign each to selected schools. The School Resource Officers will meet the goals and objectives established in this MOU.

## ***B. Descriptions of General Duties***

The SRO has three main functions: law enforcement officer, law related educator, and advisor. First as a law enforcement officer, the SRO maintains a safe and secure school environment in which "...teachers feel safe to teach and students feel safe to learn." Second, as a law related educator, the SRO conducts classroom presentations pertaining to law related topics, and in doing so, informs students and promotes positive attitudes regarding the role of police in society. Last, the SRO acts as an advisor to students, parents, teachers and staff on issues related to law enforcement, substance abuse, delinquency, violence and other law related topics. The SRO may talk with students, parents, teachers and staff about their problems and help them find possible solutions. When necessary, the SRO may make referrals to counselors or appropriate social service agencies for additional assistance.



### ***C. Mandatory Orientation Meeting***

Principals and their selected staff at schools that have an SRO shall attend one mandatory SRO orientation meeting with the Louisville Metro Police Department SRO coordinator and member of the Command Staff. The meeting will cover the duties and responsibilities of the School Resource Officer. All School Resource Officers with the Louisville Metro Police Department will also be required to attend this meeting.

All Louisville Metro Police Department School Resource Officers will also be mandated to have a 40 hour in-service from DOCJT or equivalent on being a School Resource Officer. The training will be completed based on the available dates from the DOCJT or the equivalent.

### ***D. Desired Outcomes***

The goals of the SRO program are to maintain a safe and secure environment on campus, establish a positive working relationship with school staff and students, to prevent juvenile delinquency and assist in student development, and promote positive attitudes regarding the police. One of the most effective ways for an SRO to accomplish the goals of the program is to be a positive role model. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible, and willing to talk to students; attend and participate in school activities; interact positively with students and the community, taking their concerns seriously; and maintain a positive relationship with the faculty and administrators.

### ***E. Information Sharing***

Jefferson County Public Schools agrees to share any and all information, which will ensure the success of the program within the confines of the Family Education Rights and Privacy ACT (FERPA).

### ***F. Supervision Responsibility and Chain of Command for the SRO***

School Resource Officers shall remain employees of the Louisville Metro Police Department and shall not be employees of the Jefferson County Public School System. The SRO reports to their agency Sergeant. All law enforcement related paperwork is submitted to their agency Sergeant.

In consultation with the principal, the SRO may take law enforcement action against intruders and unwanted guests who appear on school property.

The SRO shall conduct investigations of crimes, which occur at their assigned school, and use other resources if needed to follow-up investigations.

The SRO will submit a monthly summation report of SRO activity to the Louisville Metro Police Department's SRO Lieutenant and the Jefferson County Public Schools Coordinator at the end of every month.

If an issue arises between the SRO and the school principal, a meeting will be set to address the issues at a time convenient to all involved parties. If the issues are not resolved after the first meeting, the party that is not satisfied shall reduce their concerns to writing and send them to the LMPD SRO supervisor and the Director of Security and Investigations for a resolution. The LMPD Supervisor of the SRO and the Director will meet to resolve the issue.

School Resource Officers will be required to notify the principal or designated staff member when they will be out of the building.

#### ***G. Decision Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO***

**The SRO shall not be used as the school disciplinarian.** If the principal believes an incident is a violation of the law, they may contact the SRO to determine if law enforcement action is needed.

The SRO's preferred response to an incident would be to de-escalate the situation as to avoid criminal charges. If that is not possible, the officer can use his/her discretion on handling the situation to resolve the matter in the best interest of the students and staff. When possible, school staff will notify officers if a student involved actively in an incident or after an incident has an IEP which may require special treatment or accommodations.

The SRO cannot be present when a principal conducts an administrative search unless the principal or school personnel fear for their safety.

It is not the School Resource Officers responsibility to enforce school rules and policy. The officer may inform the staff of rules and policy violations, but enforcement of violations will be determined by school staff.

The SRO shall follow the School Resource Officer Confiscation Procedure when confiscating drugs from students on school property.

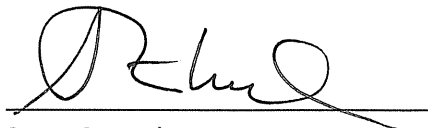
The SRO shall follow the guidelines of the KRS and KAR, and School Board Policy in regards to investigations, interviews and searches relating to juveniles.

The SRO officers will participate in the Restorative Justice program when requested by the Jefferson County Attorney's office. The program allows alternative dispositions to cases other than criminal court proceedings.

#### ***H. Evaluation of the Program***

The effectiveness of the program will be detailed in a scheduled process evaluation meeting between the principal of the school and the SRO. The summative yearly evaluation meeting will take place at the close of each school year involving the Chief of Police and the Director of Security and Investigations of the Jefferson County Public Schools.

My signature certifies that the SROs deployed in the schools will spend at least 75 percent of his/her time in and around their assigned school while school is in session for the school year.



Steve Conrad  
Chief of Police  
Louisville Metro Police Department

01/10/2014

Date

Donna M. Hargens  
Superintendent  
Jefferson County Public Schools

Date