

## 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 Safe and Civil Schools (SCS) (hereinafter "Contractor"), with its principal place of business at P.O. Box 50550, Eugene, Oregon, 97405.

#### 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:

In conjunction with the Kentucky Department of Education (KDE) Corrective Action Plan for disproportional and excessive suspensions for students with disabilities, the Contractor will provide training to Leadership Teams from Jefferson County Public Schools (JCPS) within a period of one year. The cost for the twelve one-day trainings and twelve on-site school visits shall be \$66,000. Travel expenses not to exceed \$5,000 will be reimbursed according to Jefferson County Board of Education (JCBE) guidelines. Dates and locations of all trainings to be agreed upon by JCPS and Contractor. Safe and Civil Schools Project Proposal is attached and incorporated herein by reference.

### 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>"Shall not exceed \$71,000"</u>
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	<u>Travel Expenses as referenced in Article II to be reimbursed as per JCBE guidelines</u>
Fund Source:	<u>IDEA Part B CEIS</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2014 and shall complete the Services no later than June 30, 2015, 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.





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: \_\_\_\_\_

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

State the type of service: Educational Consultant

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.**

Terry Ray, Director

Print name of person making Determination

Exceptional Child Education

School or Department

*Guesakuray*  
Signature of person making Determination

3/3/14  
Date

Safe and Civil Schools (SCS)

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



February 7, 2014

**FOUNDATIONS PROJECT PROPOSAL**  
For: Terry Ray, Director of Special Education  
Jefferson County Public Schools  
Jefferson County, Kentucky

**Year Two of a Three-Year Training**

Safe and Civil Schools (SCS) Foundations training will be delivered to Leadership Teams from Jefferson County Public School within a period of **three years**.

- Schools are divided into cohorts of up to 15 teams per cohort. Teams consist of six to nine building staff.
- Each cohort will meet with a SCS trainer for six one-day training sessions during the 2014-2015 school year.
- The SCS trainer will conduct six one-day campus-based site visits during the 2014-2015 school year.
- *Suggested Plan for Year 3:* Each cohort will meet with a SCS trainer for three one-day training sessions during the 2015-2016 school year.
- *Suggested Plan for Year 3:* SCS trainer will conduct six one-day campus-based site visits during the 2015-2016 schoolyear.
- PLEASE NOTE: SCS will be increasing prices on trainer fees effective March 15, 2014. Prices in this proposal reflect current pricing on any training date that is held on/prior to December 31, 2014. All dates beyond December 31, 2014 will be contracted at \$3,000 per day plus travel expenses.
- *Pricing for this proposal will expire on March 15, 2014.*



<b>Year 2 Services: 2014-2015 School Year</b>	<b>Breakdown of Costs</b>	<b>Total Based Upon the Date/Year of Training</b>
Trainer fees: -\$2,500 per day plus travel expenses for training sessions/site visit held on/prior to December 31, 2014  -\$3,000 per day plus travel expenses for training sessions/site visits held after December 31, 2014  <i>-Pricing for this proposal will expire on March 15, 2014</i>	<u><b>Training Sessions:</b></u> <b>2 cohorts X 3 one-day training sessions on/prior to December 31, 2014 (total of 6 days)</b>  <u><b>Campus-based Site Visits:</b></u> <b>2 cohorts X 3 days of site visits on/prior to December 31, 2014 (total of 6 days)</b>  <u><b>Training Sessions:</b></u> <b>2 cohorts X 3 one-day training sessions after December 31, 2014 (total of 6 days)</b>  <u><b>Campus-based Site Visits:</b></u> <b>2 cohorts X 3 days of site visits on/prior to December 31, 2014 (total of 6 days)</b>	<u><b>Year 2: On/prior to December 31, 2014</b></u>  \$15,000*  \$15,000*  <u><b>Year 2: After December 31, 2014</b></u>  \$18,000.00*  \$18,000.00*
<b>Total cost of Training Expenses Through July, 2015</b>		<b>\$66,000</b> <b>*plus travel expenses</b>

### **Cancellation Policy:**

If training is not rescheduled by the school district, the following cancellation policy would go into effect:

- If training is cancelled more than six months from the start date of training, no charges will be incurred by the contracting entity.
- If training is cancelled between six months and three months from the start date of training, 25% of the training fee plus any non-refundable travel expenses would be the responsibility of the contracting entity.
- If training is cancelled between three months and one month from the start date of the training, 50% of the training fee plus any non-refundable travel expenses would be the responsibility of the contracting entity.
- If the training is cancelled with less than one month from the start date of the training, 100% of the training fee plus any non-refundable travel expenses would be the responsibility of the contracting entity.

**Audience:**

It is suggested that Foundations training be offered to Behavior and Discipline Leadership Teams from each campus. The Leadership Teams should consist of the School Principal or Vice Principal responsible for discipline and representatives from other members of the school community, teachers (representing grade levels or departments), and specialists, support personnel such as playground assistants, classroom aides, bus drivers, and cafeteria personnel. Each team member will report back to their groups to share information and gain ideas so the entire staff is involved in the school change process.

**Additional Considerations:**

- Video taping of sessions is not allowed without prior written permission.
- It is the responsibility of the Agency to reproduce the provided handouts for each session.
- Consulting costs listed above are guaranteed for year one. If travel costs should rise (e.g. dramatic increases in airfare, etc.), Safe & Civil Schools will give six (6) months prior notice of any additional charges.
- Billing for services will occur after delivery of those services.

**Optional Services:**

- Foundations projects focus on creating and implementing school-wide policies and procedures with consistency and improving school safety and climate. This training will touch on classroom management and interventions for individual students but is not meant to be comprehensive. The *CHAMPS* books are included as a classroom management reference for leadership team members. Safe & Civil Schools provides specific training in classroom management and behavioral response to interventions; please call our office for additional information on these services.
- Site Visitation Days: Consultant visits to two or three participating schools in a day to speak to faculty, meet with the leadership team and to observe common areas. (Single school presentations may have the site visit done the same day as the session.) District personnel are encouraged to shadow the consultant to learn how to conduct site visits. Each site visited receives a brief report with the consultant's perceptions. Note: Not all schools need to receive a site visit each year.
- TRENDS® Climate and Safety Surveys allow leadership teams to develop behavioral improvement plans based on assessment and analysis of staff, student, and parent survey data. TRENDS® Surveys provide information for analyzing strengths and weaknesses and building consensus based on input from all stakeholders
- TRENDS® Behavioral Data Management System is a web-based PBIS system that helps you track behavior and then implement positive behavioral interventions and supports. It works at the district, schoolwide, classroom, and individual student levels.
- Building-based Discipline Assessment: Participating buildings can choose to purchase two additional days of the trainer's time to conduct a formal assessment of the current practices related to safety, discipline, climate and motivation, as well as to meet with the leadership team to set up a multi-year school improvement plan. After the assessment,

the school receives a formal report delineating strengths and areas for improvement (and what data those conclusions are based on) and a recommended staff-development plan.

- Training is available for in-district coaches.
- 18<sup>th</sup> Annual *Safe & Civil Schools* National Conference in Portland, Oregon, July 20 -24, 2014.
- Please contact us if you are interested in setting up a complimentary webinar overview of TRENDS, 1-800-323-8819.

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