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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 <u>Southern Regional Education Board (SREB)</u> (hereinafter "Contractor"), with its principal place of business at <u>592 10th</u> Street N.W., Alanta, GA 30318-5776.

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:

This Contract amends the Contract entered into on August 12, 2013, a copy of which is attached and incorporated herein by reference. This amendment will provide seven (7) additional days of on-site coaching to Waggener High School, to be provided by Wendy Gonzalez, School Improvement Coach. The cost for these days will be \$11,935, making the total for Waggener High School \$36,685. "Documentation of Services" is attached and incorporated herein by reference. All other provisions of the Contract remain the same.

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:

163,031.00

NA

Progress Payments (if not applicable, insert N/A):

Quarterly invoices with documentation of services provided

Costs/Expenses (if not applicable insert N/A):

Fund Source:

School Improvement Grant (SIG) Funds

ARTICLE IV

Term of Contract

Contractor shall begin performance of the Services on <u>August 13</u>, <u>2013</u> and shall complete the Services no later than <u>August 12</u>, <u>2014</u>, 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

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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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of <u>June 24</u>, <u>2014</u>.

Contractor's Social Security Number or Federal Tax ID Number: 58-0566141

JEFFERSON COUNTY BOARD OF EDUCATION

Southern Regional Education Board CONTRACTOR

ames E Ba By:

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

By:

James E. BottomsTitle:Senior Vice President

Cabinet Member: Demy Hendy (Initials

Contract Revised (c1/2012)

Documentation of Services

2013-2014 Contract Activities School/District: Jefferson County Public Schools SREB/HSTW Services

Services (Aligned with SREB Contract)	Topic/Completed By: Wendy Gonzales	Date	Number Participants	School Signature – If Required
7 days on-site coaching				
• Day 1	Data Planning Session to Provide Targeted Teacher Support Plan for Improved Student Achievement	December 5, 2013	Ms. Zeitz	
• Day 1 (conclusion of PVT day on 1/15/2014)	Continue Data Planning session and meeting with Administrative Team/Counselors to determine target teachers; Complete Plan for additional days to support this team for targeted intervention	December 6, 2013 (Snow Day – JCPS closed – will need to reschedule!)	Ms. Zeitz; Administrative Team (Ms. Zeitz; Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker)	
• Day 2	Introduction and PD for Target Support Team (TST) – begin observations of target teachers	January 22, 2014 (Initially 1/21/14 – SNOW DAY!)	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	
• Day 3	Continue observations of target teachers with TST and debrief observations	January 23, 2014	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	
• Day 4	SMART goal development; visit classrooms to develop APS for each teacher with coach	February 11, 2014	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	
• Day 5	Coaching meetings with each designated teacher to disseminate APS/SMART Goal	February 12, 2014	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	
• Day 6	Coaching Cycle review – PD – Determine next steps for support	March 19, 2014	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	
• Day 7	Coaching Cycle review – PD – Determine next steps for support	April 22, 2014	Mr. Anderson; Mr. Bates; Ms. Hitchings; Mr. Walker	

ORIGINAL CONTRACT



JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

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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

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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:

This is a consolidated contract for Contractor Services. Planned Services are listed below for District-wide Career & Technical Education Department and for each of the following high schools: Seneca, Southern, Jeffersontown, Doss, and Waggener. After the list of services, the supported Goals, Objectives, Process, Procedures and Sustainability are explained for each school and the department.

District-wide Career & Technical Education Department Support: Career and Technical Instruction Support for Jefferson County Schools:

• Provide district-wide and job-embedded Professional Development to career technical teachers through Common Planning Time, On-Site Coaching, Peer Teaching and Collaboration with District Career Theme Specialist

o Three Days of Professional Development in the Fall for CT Instructional Leaders:three days of Professional Development (PD) to develop project-based learning (PBL) units that embed the Literacy and Math Common Core in CTE classrooms, to include business and industry involvement to develop authentic scenarios. Two additional days follow-up PD with CT Specialists, followed by 4 days of job-embedded support of CT Specialists working with CT Teachers in classrooms.

o Twelve days of follow-up job-embedded content coaching that includes collaborative planning, co-teaching, peer observing and observations with administrators and instructional leaders:

Additional Specific Support for Individual Schools

Seneca High School: Provide job-embedded Professional Development to career technical teachers and ninth grade teachers through Common Planning Time, On-Site Coaching, Peer Teaching and Collaboration: 17 days are with ninth grade teacher teams and leaders for 9th Grade Redesign Job-embedded Coaching Support; 6 days are with CT teachers and leaders focused on increasing rigor in CTE Classrooms to Get More Students College and Career Ready, to include HSTW Annual Assessment of Senior students.

• Follow-up job-embedded content coaching that includes collaborative planning, coteaching, peer observing and observations with administrators and instructional leaders

• HSTW Consultant will assist teachers and leaders to develop more rigorous Work-Based Learning.

• A group of multidisciplinary teachers will have embedded professional development and become a cohort to develop an intervisitation tool and practice peer collaboration through strategic observation and reflection opportunities.

• Counselors will have embedded professional development to create a proactive and sequential 4 year classroom guidance plan that will include designing lessons and assessments to ensure students are able to self-monitor their progress through school with an intentional focus on post-secondary goal planning.

• A retreat and follow-up visits will enable administration to determine staff instructional planning needs and create a system to integrate observation outcomes to become a driver of deeper and more actionable use of the PLCs.

Southern High School: Job-embedded Follow-up Support to CTE Teachers (20 Days): Continuation of Improving CTE Instruction to get More Students College and Career Ready, to include HSTW Annual Assessment of Senior students. Provide district-wide and job-embedded Professional Development to career technical teachers through Common Planning Time, On-Site Coaching, Peer Teaching and Collaboration with District Career Theme Specialist

o Provide job-embedded content coaching that includes collaborative planning, coteaching, peer observing and observations with administrators and instructional leaders 5

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o HSTW Consultant and CT Specialist will also support teacher teams to developed enhanced CT lessons/units by attending Ford NGL Orientation and First day/Last day of Externships

o HSTW Consultant will assist teachers and leaders to develop more rigorous Work-Based Learning and School Based Enterprises.

<u>Jeffersontown High School: Job-embedded Follow-up Support to CTE Teachers (8 Days):</u> <u>Continuation of Improving CTE Instruction to get More Students College and Career Ready.</u>

• Collaborate with the District Career Theme Specialist to support improving instruction.

• Provide job-embedded content coaching that includes collaborative planning, coteaching, peer observing and observations with administrators and instructional leaders

• HSTW Consultant and CT Specialist will also support teacher teams to develop enhanced CT lessons/units by attending Ford NGL Orientation and First day/Last day of Externships

Doss High School: Continuation of Job-embedded Ninth Grade Redesign Support: 6 days. Benchmarking from the previous initiative, use of survey results from both staff and students will allow the implementation of a revised policy with continuous data review and revision to ensure a proactive and collaborative culture drives student learning.

Waggener High School: Continuation of Job-embedded Ninth Grade Redesign Support: 15 days. A group of multidisciplinary teachers will have embedded professional development and become a cohort to develop an intervisitation tool and practice peer collaboration through strategic observation and reflection opportunities.

Goals, Objectives, Processes, Procedures and Sustainability for the district and for each school.

District-wide Career and Technical Instruction Support for Jefferson County Schools

Project Goal: Increase the number of College and Career Ready students in all Jefferson County High Schools

Alignment with JCPS Goals: This support will help JCPS achieve Goals 1 and 2 of the district's Vision 2015 Goals

<u>Objective:</u> Improve the quality of CT instruction through effective instructional planning, use of research-based instructional strategies, development of a tiered assessment program and development of effective classroom management strategies.

Process:

• Integrate core academic and Career Theme/Technical Education learning through Project/Problem Based Learning (Ford NGL) and other contextual teaching and learning strategies,

• Develop Quality CTE Programs as defined by Kentucky Department of Education

Sustainability:

• Work in collaboration with the districts Career Theme Specialists to support teachers and build their capacity to continue the support between content coaching sessions and in future years.

• Teachers will network throughout the district and at the building level (Common Planning Time) to share information learned.

Goals, Objectives, and Sustainability for Individual Schools

Seneca High School •

Goals:

• Increase the number of College and Career Ready students, by improving CT instruction and curriculum integration. Creating a Peer Collaboration Team to reflect on instructional practice and enhance the PLCs to the next level.

• Build capacity of their leadership team to become more active instructional leaders by moving PLCs to the next level.

• Proactively build a college and career ready climate by reaching students immediately from freshman year and on (rather than the typical focus of junior year). Training in classroom guidance lessons will also be provided. The Freshman Community will continue to receive support.

Alignment with JCPS Goals:

<u>1. Learning, 1.1, 1.2, 1.3, 1.8, 1.10</u>

2. Post-Secondary Choice 2.1, 2.3, 2.4

3. Professional Learning Communities 3.7

Objectives:

Improve the quality of CT instruction through effective instructional planning, use of research based instructional strategies, development of a tiered assessment program and development of effective classroom management strategies.

<u>PLCs will move from data monitoring sessions to utilizing data to design reflective and actionable instructional planning. Instructional leaders will be able to provide continuous support to ensure this practice grows through teacher collaboration/peer intervisitation. Counselors will have more intentional and proactive interaction with students through a strategic and sequential classroom guidance program focused on postsecondary goals.</u>

Sustainability:

• Work in collaboration with the districts Career Theme Specialists to support teachers and build their capacity to continue the support between content coaching sessions and in future years.

• Teachers will network throughout the district and at the building level (Common Planning Time) to share information learned.

• The team will eventually train the entire staff on this practice so it will become schoolwide by 2014-2015.

• Students will have a cohesive 4 year plan created in freshman year and followed closely to avoid "junior or senior year surprises" that often create a "catch-up mode" and decreased graduation rates...therefore increased pass rates per grade and graduation rates will be the end result.

• Systems will be in place for administrative meetings to become more instructionally focused rather than "task" focused.

Southern High School

<u>Goals:</u> Increase the number of College and Career Ready students, by improving CT instruction and curriculum integration

Alignment with JCPS Goals:

<u>1.</u> Learning, 1.1, 1.8, 1.10

2. Post-Secondary Choice2.1, 2.4

3. <u>3.7 Professional Learning Communities</u>

<u>Objective: Improve the quality of CT instruction through effective instructional planning, use of research based instructional strategies, development of a tiered assessment program and development of effective classroom management strategies.</u>

Sustainability:

• Work in collaboration with the districts Career Theme Specialists to support teachers and build their capacity to continue the support between content coaching sessions and in future years.

• Teachers will network throughout the district and at the building level (Common Planning Time) to share information learned.

Jeffersontown High School

<u>Goals:</u> Increase the number of College and Career Ready students, by improving CT instruction and curriculum integration

Alignment with JCPS Goals:

1. Learning, 1.1, 1.8, 1.10

2. Post-Secondary Choice2.1, 2.4

3. <u>3.7 Professional Learning Communities</u>

<u>Objective: Improve the quality of CT instruction through effective instructional planning, use</u> of research based instructional strategies, development of a tiered assessment program and development of effective classroom management strategies.

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Sustainability:

• Work in collaboration with the districts Career Theme Specialists to support teachers and build their capacity to continue the support between content coaching sessions and in future years.

• Teachers will network throughout the district and at the building level (Common Planning Time) to share information learned.

Doss High School

<u>Goals:</u> Build a proactive culture of positive feedback and encouragement for the Freshman Academy to enable students to take ownership of both their learning and behavior.

Alignment with JCPS Goals: Goal #1.2, Goal 2.6 and Goal #4.4 and 4.9

Objective: Assess and revise current behavior management plan for freshmen to increase buyin and effectiveness.

Sustainability: Students will take ownership for their behaviors in a classroom climate that incorporates continuous support, motivation, encouragement, and a belief from both students and staff that all students have the ability to reach their postsecondary goals.

Waggener High School

<u>Goals: Creating a Peer Collaboration Team to reflect on instructional practice and enhance the</u> <u>PLCs to the next level.</u>

<u>Alignment with JCPS Goals: Goal 1.2, 1.3, 1.4: Increased Learning – Every student progresses</u> in his or her learning and meets or exceeds proficiency in all subjects. Goal 4.10 – Create a system of support for collaboration in Professional Learning Communities.

<u>Objective:</u> Ensure that teachers take ownership of the instructional targets from the Danielson Observation Rubric.

Sustainability: The team will eventually train the entire staff on this practice so it will become schoolwide by 2014-2015.

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>JCPS CTE Department - \$32,890.00</u> <u>Jeffersontown HS - \$12,320.00</u> <u>Southern HS - \$33,638.00</u> <u>Seneca HS - \$37, 598.00</u> <u>Waggener HS - \$24,750.00</u>

Doss HS - \$9,900.00

Progress Payments (if not applicable, insert N/A):

Quarterly invoices with documentation of services provided.

Costs/Expenses (if not applicable insert N/A):

Fund Source:

District CTE Department - Perkins - ST12146-0322-3484

Jeffersontown HS - General Fund - 0651011-0610-900XF

Southern HS - School Improvement Grant - 031-2219-470-30-0322-4603

Seneca HS - School Improvement Grant - 0732219-0322-4603

Waggener HS - School Improvement Grant - 0512219-0322-4603

Doss HS - School Improvement Grant - 1002219-0322-4603

ARTICLE IV Term of Contract

N/A

Contractor shall begin performance of the Services on <u>August 13</u>, <u>2013</u> and shall complete the Services no later than <u>August 12</u>, <u>2014</u>, 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.

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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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of <u>August</u> <u>13</u>, <u>2013</u>.

Contractor's Social Security Number or Federal Tax ID Number: <u>58-0566141</u>

COUNTY BØARD OF Southern Regional Education Board JEFFERSON EDUCATION CONTRACTOR By: By: 11 Donna M. Hargens. James E. Bottoms Title: Superintendent Title: Senior Vice President 8/12/13

Cabinet Member: Dewey Hensley (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:

- 3. The contract is for the services of a licensed professional, education specialist, technician, or an artist State the type of service: <u>SREB provides specialized education consultant services.</u>
- 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.

<u>Wade K. Talley</u> Print name of person making Determination

Career & Technical Education Department School of Department

ignature of person making/Determination

<u>7-25-13</u> Date

Southern Regional Education Board 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