

# 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 Spalding University College of Education (hereinafter "Contractor"), with its principal place of business at 851 South 4<sup>th</sup> Street, Louisville, Ky. 40203.

### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

### ARTICLE I

#### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

### ARTICLE II

#### Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

To accomplish the goals and activities of this partnership Spalding University College of Education (COE) will provide a faculty to collaborate 45 hours during the fall semester 2014 and 45 hours during the spring semester 2015. During each semester 25 hours will be focused on collaboration, consultation, and professional development; and 20 hours will be focused on co-teaching with Education Career Academy teachers. Spalding University COE will submit evidence that the faculty has passed a recent criminal records check per the Board's policy. Spalding University COE and faculty agree to keep student information confidential in compliance with FERPA and KY FERPA. If approved the

partnership will begin on October 15, 2014 and all activities and deliverables will be completed by June 15, 2015.

Spalding University College of Education faculty will collaborate with Human Services, Education, and International Studies Specialist to inform Education Career Academy teachers regarding the new standards for admissions into teacher preparation programs.

Spalding University College of Education faculty will assist in the review and revision of Education Career Academy curriculum and assessments to reflect the implementation the new Kentucky Department of Education curriculum: fundamentals of teaching and Advanced Childhood Education equivalent to the college class lifespan.

Spalding University College of Education faculty will collaborate with Human Services, Education, and International Studies Specialist and Education Career Academy teachers to revise curriculum and assessments to ensure differentiated instruction and assessment are present at all times.

Spalding University College of Education faculty works with Education Career Academy teachers, and Human Services, Education, and International Studies Specialist will collaborate to identify the enduring skills for the program.

Spalding University College of Education faculty will work with Education Career Academy teachers, and Human Services, Education, and International Studies Specialist collaboratively to design and implement a pilot Core Academic Skills for Educators (known previously as PRAXIS I) assessment to identify readiness of Education Career Academy students to meet and/or exceed new standards for teacher quality.

Spalding University College of Education faculty will work with Education Career Academy teachers, and Human Services, Education, and International Studies Specialist collaboratively to design and implement a plan to provide academic support to Education Career Academy senior students close to reaching the Core Academic Skills for Educators benchmark.

Spalding University College of Education faculty will work with Education Career Academy teachers, and Human Services, Education, and International Studies Specialist collaboratively revise Education Career Academy curriculum to reflect the implementation of Core Academic Skills for Educators preparation and the expectation for achieving improved teacher quality.

Spalding University College of Education faculty will develop the summer institute in conjunction with the Human Services, Education, and International Studies Specialist that model pedagogical practices that support the Education Career Academy students to achieve and/or exceed in the new standards.

Spalding University College of Education faculty will collaborate in the organization of the Education Award Ceremony to recognize students who have exceled at reaching their learning targets in the Education Career Academy program of studies.

### 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>\$6,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>\$3,000-December 1, 2014; \$3,000- June 15, 2015.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title II PART A BUDGET CODE; ST12099335401AG</u>

#### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 15, 2014 and shall complete the Services no later than June 15, 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of October 15, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 61-044780

JEFFERSON COUNTY BOARD OF  
EDUCATION

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

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

SPALDING UNIVERSITY COLLEGE OF  
EDUCATION  
CONTRACTOR

By: Beverly Keepers

Title: Beverly Keepers, Ph.D. Dean  
Spalding University College of  
Education

Cabinet Member: Dewey Hensley

RHP  
(Initials)

**COLLEGE OF EDUCATION - SPALDING UNIVERSITY  
ACADEMIC YEAR 2014-2015**

<b>GIST</b>	<p>Spalding University College of Education will provide professional development consulting and co-teaching services for Education Career Academy (ECA) program teachers for Career and Technical Education.</p> <p>The professional development will feature collaborative review and revision of ECA curriculum and assessment, planning a summer institute, and establishment of benchmarks to pilot our first industry assessment (pre-PRAXIS) for ECA students.</p>
<b>Who?</b>	<p>Spalding faculty member from the College Of Education (COE)</p> <p>Education Career Academy (ECA) teachers at Atherton HS, Fairdale HS, and Seneca HS</p> <p>Human Services, Education, and International Studies (HSEIS)</p>
<b>What?</b>	<ul style="list-style-type: none"><li>• Review and revision of ECA curriculum and assessments to reflect the implementation the new KDE adapted curriculum fundamentals of teaching specifically to Childhood Education and Advanced Childhood Education equivalent to the college class lifespan.</li><li>• Revise curriculum and assessments to ensure differentiated instruction and assessment are present at all times.</li><li>• identify the enduring skills for the Education Career Academy curriculum</li><li>• Design and implement a pilot PRAXIS I assessment to identify readiness of ECA students to meet and/or exceed new standards for teacher quality.</li><li>• Design and implement a plan to provide academic support to ECA senior students close to reaching the PRAXIS I benchmark.</li></ul>



JEFFERSON COUNTY PUBLIC SCHOOLS  
PROFESSIONAL SERVICES

	<ul style="list-style-type: none"> <li>• Revise ECA curriculum to reflect the implementation of PRAXIS I preparation and the expectation for achieving improved teacher quality.</li> <li>• Develop the summer institute in conjunction with HSEIS Specialist that model pedagogical practices that support the ECA students to achieve and/or exceed in the new standards.</li> <li>• Collaborate in the organization of the Education Award Ceremony to recognize students who have excelled at reaching their learning targets in the Education Career Academy program of studies.</li> </ul>
<b>When?</b>	October 15, 2014 to June 1, 2015
<b>Where?</b>	HSEIS theme high schools – Atherton HS, Fairdale HS, & Seneca HS
<b>Why?</b>	<ul style="list-style-type: none"> <li>• Support Education Career Academy teachers in the KDE curriculum implementation.</li> <li>• Enhance teacher quality</li> </ul>
<b>How?</b>	<p>Teachers quality will be improved by collaborating with Spalding faculty member from the College Of Education (COE)</p> <ul style="list-style-type: none"> <li>• Co-teaching experiences</li> <li>• Sharing best practices</li> <li>• Analyzing students' data to plan instruction</li> </ul>
<b>How Much?</b>	\$6,000.00

**CONNECTION TO DISTRICT STRATEGIC PLAN Vision 2015:**

- **Increased Learning. Goal 1 Every student progresses in his or her learning and meets or exceeds proficiency in all subjects. Strategy 1.1 – Design and implement a system to align the written, taught, and tested curriculum that allows teachers to be creative and to differentiate the taught curriculum to engage and to meet the needs of the whole child.**

Education Career Academy Teachers (ECA), Human Services, Education, and International Studies (HSEIS) specialist, and Spalding faculty member from the College Of Education (COE) will continue revising ECA curriculum and assessments to reflect the implementation the new KDE adpted curriculum fundamentals of teaching specifically to Childhood Education and Advanced Childhood Education equivalent to the college class lifespan. Spalding University COE faculty collaborates with HSEIS specialist and ECA teachers will discuss and revise curriculum and assessments to ensure differentiated instruction and assessment are present at all times. Spalding University COE faculty will work with ECA teachers, and HSEIS specialist collaboratively to identify the enduring skills for the program.

- **Stakeholder Involvement/Engagement. Goal 3 -Parents, community and partners enrich students' educational experiences and support their success. Strategy 3.6 -**  
Increase the quality of teacher training and learning interventions by increasing the level of partnership between the Education Career Academy teachers and the College of Education at Spalding University. ECA teachers will work collaboratively with Spalding University COE faculty, and HSEIS specialist to review the Education Career Academy curriculum and incorporate PRAXIS I content for the 2014-2015 school year. Spalding University COE faculty will reflect with ECA teachers and HSEIS specialist the expectation for achieving improved teacher quality. HSEIS specialist will collaborate with Spalding University COE developing the ECA summer institute analyzing students' academic achievement.
- **Strategy 3.8 Celebrate learning – the successes of our students as well as the contributions of teachers, administrators, parents, and community stakeholders.**

Education Career Academy Teachers and HSEIS specialist will coordinate with Spalding University COE faculty developing opportunities to celebrate students' achievement. Spalding University will host the Education Award Ceremony to celebrate students' academic achievement.

**OUTCOMES:**

- Spalding University COE faculty collaborates with HSEIS specialist to continue informing ECA teachers regarding the new standards for admissions into teacher preparation programs.
- Spalding University COE faculty continue assisting in the review and revision of ECA curriculum and assessments to reflect the implementation the new KDE adpted curriculum fundamentals of teaching specifically to Childhood Education and Advanced Childhood Education equivalent to the college class lifespan.

JEFFERSON COUNTY PUBLIC SCHOOLS  
PROFESSIONAL SERVICES

- Spalding University COE faculty collaborates with HSEIS specialist and ECA teachers revise curriculum and assessments to ensure differentiated instruction and assessment are present at all times.
- Spalding University COE faculty works with ECA teachers, and HSEIS specialist collaboratively to identify the enduring skills for the program.
- Spalding University COE faculty works with ECA teachers, and HSEIS specialist collaboratively to design and implement a pilot PRAXIS I assessment to identify readiness of ECA students to meet and/or exceed new standards for teacher quality.
- Spalding University COE faculty works with ECA teachers, and HSEIS specialist collaboratively to design and implement a plan to provide academic support to ECA senior students close to reaching the PRAXIS I benchmark.
- Spalding University COE faculty works with ECA teachers, and HSEIS specialist collaboratively revise ECA curriculum to reflect the implementation of PRAXIS I preparation and the expectation for achieving improved teacher quality.
- To develop the summer institute in conjunction with HSEIS Specialist that model pedagogical practices that support the ECA students to achieve and/or exceed in the new standards.
- To collaborate in the organization of the Education Award Ceremony to recognize students who have excelled at reaching their learning targets in the Education Career Academy program of studies.

**PROCESS AND PROCEDURES:**

- The College of Education at Spalding University will provide for the release of faculty from the Spalding University COE to provide professional development for ECA faculty regarding the new teacher quality standards. This will include, but not be limited to: identification of new national accreditation standards for all teacher preparation programs; delineate new admission requirements for all state teacher preparation programs in Kentucky; outline new criteria for successfully completing all Praxis examinations in order to receive licensure; detail the 21<sup>st</sup> century skills required for teacher candidates and how they must demonstrate proficiency; highlight the new teacher preparation program report card for accountability; continue providing information regarding the newly required model of co-teaching for the clinical practice phase (student teaching) of teacher preparation.
- In addition to the professional development described above, Spalding University COE faculty, HSEIS Specialist, and ECA teachers will work collaboratively to design and implement a pilot PRAXIS I assessment to identify readiness of ECA students to meet and/or exceed new standards for teacher quality. If necessary, new curriculum will be jointly developed to ensure the success of the ECA program and to strengthen its support of the state efforts to improve teacher quality.
- Spalding University COE faculty works with ECA teachers, and HSEIS specialist collaboratively to identify the enduring skills for the program.

JEFFERSON COUNTY PUBLIC SCHOOLS  
PROFESSIONAL SERVICES

- Spalding University COE faculty in conjunction with HSEIS specialist will develop ECA teachers summer institute that model pedagogical practices that support ECA students to achieve and/or exceed in the new standards.
- Spalding University COE, in tandem with HSEIS specialist, and ECA teachers, will discuss and revise curriculum and assessments to ensure differentiated instruction and assessment are present at all times. Spalding faculty member will conduct peer observations to gain context and better support ECA teachers.
- Spalding University COE, in tandem with HSEIS specialist, and ECA teachers, will design and implement an assessment plan for determining the ECA students readiness as candidates for the new teacher education programs (e.g., e-portfolio, exit interviews, service learning).
- Spalding University COE faculty members and administrators in conjunction with HSEIS specialist will plan and deliver the Education Career Award Ceremony to celebrate students' achievement and learning.
- To accomplish the goals and activities of this partnership Spalding University COE will provide faculty a 3 credit release during the Fall 2014 and 3 credit release during the Spring 2015 which is equivalent of 90 hours for participation in and leadership for the partnership (45 hours per semester). Of the 45 hours of faculty release time for the partnership, 25 hours will be focused on collaboration, consultation, and professional development and 20 hours will be focused on co-teaching ECA students. If approved the partnership will begin on October 15, 2014 and all activities and deliverables will be completed by June 30, 2015.

**SUSTAINABILITY:**

- The national imperative for improving teacher quality is well documented. Kentucky is on the forefront of addressing this imperative. The state has demonstrated its commitment to improved teacher quality in three ways. First, by adopting new national accreditation standards for teacher preparation programs at all institutions providing teacher certification in the state.
- Kentucky has enacted new legislation governing admission criteria to all teacher preparation programs in the state. According to KAR 5:020. Beginning 9/2012 KRS 161.048(7) admission to initial certification educator preparation program requires candidates to pass the Pre-Professional Skills Test. The Educational Professional Standards Boards recommends pre-service teachers to take and pass the PRAXIS I.
- Third, the state is implementing a new accountability system which will report the effectiveness of the graduates from all state teacher preparation programs as evidenced by their performance in classrooms. Jefferson County Public Schools (JCPS) is poised to be a leader in supporting the state's efforts to improve teacher quality by forming a partnership between the JCPS Education Career Academies (ECA) at Fairdale, Atherton, and Seneca high schools and Spalding University College of Education(COE).

JEFFERSON COUNTY PUBLIC SCHOOLS  
PROFESSIONAL SERVICES

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**DISBURSMENT OF FUNDS:**

<b>Spalding Professional Services</b>	<b>\$3,000.00</b>	<b>December, 2014</b>
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Collaborate in the design and implementation of a pilot PRAXIS I assessment to identify readiness of ECA students to meet and/or exceed new standards for teacher quality. To assist in the review and revision of ECA curriculum to reflect the implementation of PRAXIS I preparation and the expectation for achieving improved teacher quality (e.g., classroom visits, one-on-one meeting with teachers).

<b>Spalding Professional Services</b>	<b>\$3,000.00</b>	<b>June, 2015</b>
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Collaborate in the development of the summer institute that model pedagogical practices that support the ECA students to achieve and/or exceed in the new standards (e.g., PRAXIS I implementation, PGES). Collaborate in the organization of the Education Award Ceremony to recognize students who have excelled at reaching their learning targets in the Education Career Academy program of studies.

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: Develop a Professional Learning Community between Education Career Academy teachers in the Human Services, Education, and International Studies schools (Atherton HS, Fairdale HS, & Seneca HS and the College of Education Faculty at Spalding University)

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.**

Dr. Wade K. Talley

Print name of person making Determination

Career and Technical Education

School or Department

Wade K. Talley  
Signature of person making Determination

9-15-14  
Date

College of Education, Spalding University

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