

**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 The Herlihy Group INC. (hereinafter "Contractor"), with its principal place of business at 1532 Player Drive, Lexington, KY 40511.

WITNESSETH:

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

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

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

ARTICLE I

Entire Agreement; Amendments

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

ARTICLE II

Services

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

The Contractor is responsible for promoting KY Unbridled Careers to business and community organizations to create individual organization profiles as well as reviewing business communications within the application. The KY Unbridled Careers Agreement with Jefferson County Schools and The Herlihy Group Inc. 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>\$30,000</u>
Progress Payments (if not applicable, insert N/A):	<u>\$30,000 for year one (upon approval)</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Funds (Curriculum Management)</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on November 11, 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.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of November 11, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 61-12228944

JEFFERSON COUNTY BOARD OF
EDUCATION

The Herlihy Group INC.
CONTRACTOR

By: _____

By: _____

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

Title: Jack Herlihy
President

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: The Herlihy Group is the only KDE approved vendor for this service.

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

State the type of service: _____

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

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

Pamela Royster

Print name of person making Determination

Curriculum Management/Academic Services

School or Department



Signature of person making Determination

10/21/2014

Date

The Herlihy Group

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



KY Unbridled Careers Agreement with Jefferson County Schools and The Herlihy Group Inc.

Prepared by Shawna Hall, The Herlihy Group Inc., Lexington, KY, 2014



August 15, 2014

Dr. Donna Hargens, Ed.D
Superintendent
Jefferson County Schools
3332 Newburg Road
Louisville, Kentucky 40218
(502) 485-3011

Dear Superintendent Hargens,

Thank you for accepting the request for the Kentucky Unbridled Careers initiative, to serve as the district administrator for the KY Unbridled Careers pilot project.

I have drafted for your review this agreement document, which covers the following items:

- confirmation of the KY Unbridled Careers system components
- a high level overview of the work required to implement KY Unbridled Careers
- anticipated pilot project price and licensing information

Please send over or call with any questions you have about the contents of this agreement. I'll be glad to address them.

Sincerely,

Dr. Jack Herlihy
President, The Herlihy Group Inc.
CEO, KY Unbridled Careers
Lexington, KY

KY Unbridled Careers Website:
www.kyunbridledcareers.com

Email: info@kyunbridledcareers.com

The Herlihy Group Inc. Website:
www.theherlihygroupinc.com

Email: drjackherlihy@theherlihygroupinc.com
shawnahall@theherlihygroupinc.com



KY Unbridled Careers Overview

The overall goal of KY Unbridled Careers is to bring together education and industry to help students achieve their career goals and address communities' workforce development needs. KY Unbridled Careers bridges the gap between employers and the future workforce by providing powerful online tools that create meaningful connections between career searchers and both local employers and mentors. Key KY Unbridled Careers features include:

- employer profiles seamlessly integrated with career exploration
- a database of work-based learning opportunities (internships, job shadowing, etc.) with a student and educator request process
- Career Coach mentor discussion boards
- space for additional region-specific content (articles, calendar of events, industry profiles, etc.) and content management tools
- messaging tools to allow employers to send targeted messages to students and educators

KY Unbridled Careers is a self-contained, web-based technology that is locally configurable. The entire application is hosted and maintained by Career Cruising. The KY Unbridled Careers system includes separate "portals" for all four of the key stakeholder groups involved in a KY Unbridled Careers implementation, including: students and career center clients, educators and career advisors, employers and community volunteers, and system administrators.

SYSTEM FEATURES

Student / Client Portal

The Student / Client Portal consists of the Career Cruising/Kentucky Individual Learning Plan (ILP) system provided to all public school students in the state by the Kentucky Department of Education and to all private school students in the state by the Kentucky Higher Education Assistance Authority.

- Career Coach discussion boards
- employer profiles
- Inbox for receiving messages from employers
- work-based learning opportunities search
- work-based learning opportunities request process
- portfolio integration
- region-specific content (articles, upcoming events, etc.) section on the KY Unbridled Careers main page
- employer profile search and Career Coach search
- local industry profiles

Note: A Parent Portal for the ILP is provided for the parents so they can assist their children in the career exploration and educational planning process.

Educator Portal



The Educator Portal is the Career Cruising School ILP Tool that Kentucky teachers and school counselors use with integrated KY Unbridled Careers features. Teachers and counselors using the ILP with their students currently their School ILP accounts to monitor their students' or clients' progress, generate aggregate reports on the information stored in the career searchers' portfolios and control how some aspects of ILP system function at their site. The tools educators and counselors need to interact with KY Unbridled Careers will seamlessly integrated into the School ILP tool. KY Unbridled Careers features included within the School ILP tool include the following:

- company search
- work-based learning opportunities search
- work-based learning opportunity request and approval
- message log
- view flagged message board posts
- enable and disable students' ability to use the message boards
- KY Unbridled Careers usage reports

IMPLEMENTATION

The deployment and ongoing management of a KY Unbridled Careers implementation will involve a close working relationship between Career Cruising and The Herlihy Group Inc, and, between The Herlihy Group Inc and the participating school districts and counties. We view each KY Unbridled Careers implementation as a true partnership and we all work together to ensure the project is a success. While there is ongoing collaboration around all aspects the project, there are also well-defined roles and responsibilities for each party.

In broad terms, The Herlihy Group Inc. is responsible for promoting KY Unbridled Careers to the business community and overseeing its use. Specific responsibilities include:

- promote the project to employers through presentations, phone calls, press releases, etc.
- manage Career Coaches (recruit, perform background checks which generally cost about \$7 - \$10 per background check, monitor performance, maintain contact)
- help employers create and maintain their profiles
- oversee and encourage employer use of the system (company profile maintenance, work-based learning opportunity participation)
- respond to questions from employer contacts and community volunteers as required
- evaluate business messages to users, approve or edit, and release
- create and maintain local content (industry profiles, articles, upcoming events, etc.)

Career Cruising is responsible for providing reliable and secure access to all of the web-based tools described in the System Features section above. In addition to providing the necessary technology, Career Cruising is also responsible for providing ongoing training and support to the project administrator and assisting organizations and groups, educators, and school counselors. Career Cruising's specific responsibilities include:

- Maintain and host all web-based tools (ensure high levels of accessibility and security)
- Ongoing improvement of the KY Unbridled Careers system



- Hold regular weekly meetings and also provide “as needed” support to the regional KY Unbridled Careers administrators
- Provide ongoing telephone and email support for school and community employment centre staff
- Provide in-person and web-based training for KY Unbridled Careers administrators, educators, and career advisors
- Publish monthly newsletters to keep school and employment training centre staff up-to-date on new features
- Help KY Unbridled Careers administrators plan promotional and outreach activities for building relationships with local employers and create electronic copies of required promotional materials (brochures, PowerPoints, etc.)
- Recommend best practices for the ongoing management and maintenance of the KY Unbridled Careers system
- Provide support for fundraising efforts as needed

The school districts are responsible for implementing and using the KY Unbridled Careers with students and staff. The school districts can also help make their local business communities aware of the KY Unbridled Careers initiative and encourage their business partners to sign up for participation.

KY Unbridled Careers DISTRICT LICENSE

The KY Unbridled Careers DISTRICT License includes the KY Unbridled Careers features described previously in this proposal along with access to the Administrator Portal for the project administrator; access to the Partner Portal for all employers, post-secondary institutions, community organizations and volunteers; and full integration of the KY Unbridled Careers tools and content into the student and educator portals of the Kentucky Individual Learning Plan system.

With a KY Unbridled Careers Administrator License, The Herlihy Group Inc. has no restrictions or limits are placed on the number of companies, organizations, agencies and post-secondary institutions that can be profiled, the number of career development opportunities that can be posted, the number of Career Coaches that can be activated, or, the extent to which any and all of the other KY Unbridled Careers features can be used.

The cost of the DISTRICT License assigned by The Herlihy Group Inc. are based the ADA student enrollment for each district in Kentucky. Pricing for KY Unbridled Careers Pilot is as follows:

0 - 1,000 students	\$1,000
1,001 - 3,000 students	\$1,500
3,001 - 5000 students	\$2,500
5,001 - 10,000 students	\$4,000
10,001 - 20,000 students	\$7,500
20,001 - 75,000 students	\$15,000
Over 75,000 students	\$30,000

***** Please note this pricing is annually and the Pilot Program participation for KY Unbridled Careers requires a two-year commitment.***



The cost per background check for career coaches is included in the KY Unbridled Careers DISTRICT license fee listed above.

IMPLEMENTATION PLANNING AND ROLLOUT

The Herlihy Group Inc. follows a detailed and measured 4-stage approach to assisting each district in development and launch of the KY Unbridled Careers implementation:

Stage 1: Planning and Preparation (July-August 2014)

Stage 2: Community Launch and Employer Recruitment (July-October 2014)

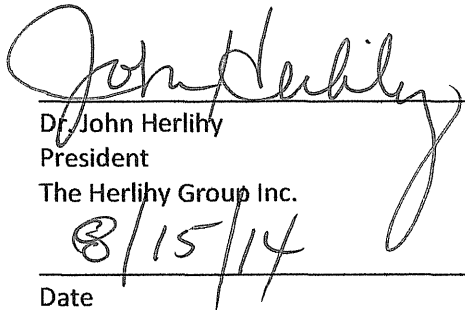
Stage 3: School Launch and Training (September-October 2014)

Stage 4: Full deployment and ongoing maintenance (October 2014, ongoing)

Stage 5: Additional school districts may be added after initial pilot launch at pro-rated pricing. (*Ongoing*)

**all dates are tentative and subject to change*

The contents of this document are agreed to by:



Dr. John Herlihy
President
The Herlihy Group Inc.
8/15/14

Date

Dr. Donna Hargens, Ed.D
Superintendent
Jefferson County Schools

Date