

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 Jefferson County 4-H and Youth Development (hereinafter "Contractor"), with its principal place of business at 810 Barrett Avenue, Louisville, KY 40204.

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:

During and after school programs include, but not limited to, topics on leadership, animal science, communications, health and nutrition, family and consumer science, natural resources, and science engineering and technology, health/nutrition programs, gardening and life skills programs. A minimum of six hours of educational instruction are covered for students per program while supervised by a certified teacher during class, or by a JCPS employee after school. Jefferson County 4-H description of School Club Programs and School Program Curriculums are 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>Contract not to exceed \$15,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Each participating FRYSC Center will submit invoice before/after services are performed and services will be paid for by the school FRYSC units or school budgets based on their needs.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Family Resource/Youth Service Centers</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 15, 2015 and shall complete the Services no later than June 30, 2016, 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, as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against Contractor relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, Contractor will defend, indemnify, and hold harmless the Board from and against any and all claims which may result from any error or omission arising out of its performance under 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 September 15, 2015.

Contractor's Social Security Number or Federal Tax ID Number: 61-0936517

JEFFERSON COUNTY BOARD OF
EDUCATION

Jefferson County 4-H and Youth
Development
CONTRACTOR

By: _____

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

By: Lynn Slominsky/Chanda

Title: Lynn Slominsky/Chanda Hall
Jefferson County 4-H Council
President/ County Agent

Cabinet Member: Dr. 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: Copyrighted programs to leadership, health & nutrition, communications, animal science, natural resources, family consumer sciences, and science engineering & technology.

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: Lexington KY, Lake Cumberland KY, Shelby County, Fort lauderdale, FL (MANRRS National Conference)

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.

Carol Bartlett

Print name of person making Determination

Family Resource/Youth Service Centers

School or Department

Clare M. Raley

Signature of person making Determination

9/3/15

Date

Jefferson County 4-H and Youth Development

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



Jefferson County 4-H

2015-2016 School Club Programs



Month	Educational Tracks	Description	Learning Targets
September	Leadership & Communications <i>Introduction to 4-H</i>	Students will learn basic information about 4-H and the responsibilities of holding a club officer position.	TBD
October	Leadership <i>Officer Installation/Mock Meeting</i>	Students will learn the importance of integrity and the importance of parliamentary procedure.	TBD
	Communications <i>Intro. to Communications</i>	Students will learn various styles of communications and appropriate verbal and non-verbal messages.	TBD
November	Leadership <i>Did you say Campaign?</i>	Students will identify leadership qualities and traits using previous campaign ads. Students will also write their own campaign ad.	TBD
	Communications <i>Speaking Up!</i>	Youth will begin the development of their presentation by learning the process of writing. They will also complete their ideas and main points for their speeches.	TBD
December	ALL TRACKS: 4-H SUMMER CAMP PROMOTION		
January	Leadership <i>Vision Boards</i>	What's My Vision: Youth will explore the idea of vision statements and what they mean to the individual and they will create a vision statement for the future. (Planning & Organizing)	TBD
	Communications <i>Sharpen Your Presentation</i>	Youth will learn about speech delivery: Voice, eye contact, gestures, expressions and posture.	TBD
February	Leadership <i>Leadership Style</i>	Youth will do a survey and learn their leadership style.	TBD
	Communications	Youth will work on their speeches for the last time with the 4-H instructor. **March 4 Registration Deadline**	TBD
March	Leadership <i>Team Building</i>	Youth will participate in a variety of team building exercises.	TBD
	Communications <i>Front and Center</i>	Teacher will work with 4-H personnel to complete classroom runoffs. **March 24th County Communications Event**	TBD
April	ALL TRACKS: 4-H END OF THE YEAR CELEBRATION AND EVALUATION (Educational Craft or Activity)		



School Program Curriculums

The 4-H program's vision to develop youth to be outstanding, self-sufficient citizens through informal education and leadership development. We offer programs through school enrichment and school club settings, which involve presentations, workshops and projects based on subject areas most beneficial to your classroom needs. With the rapid changes in 4-H we would like to offer a more school curriculum-based program for all of Jefferson County Schools. We hope this programming format will be a beneficial learning tool for your students. **All programs are designed for a minimum of 6 hours of instructional education.**

4-H SCHOOL CLUBS (Grades 4th – 12th)

Once a month meeting for one hour (8 meetings throughout the year). Schools will be able to select ONE (1) of the two (2) educational tracks to focus on during the school year. Educational Tracks are Communications & Leadership (see reverse side).

School Club Cost: \$2.00 per student (onetime fee), Communication Cost: \$2.00 per student (onetime fee), and School Club & Communication Cost: \$4.00 per student (onetime fee)

*****No program meetings in the month of May Unless requested*****

Special Interest and After School Programs

(below are frequently requested 4-H programs, all programs offered are not listed)

Leadership	The activities involved with leadership development vary greatly, but are all focused on improving the quality aspects of a young leader through reflection, explanation of leadership principle, and personal experiences. Cost: \$2.00 per student and/or school preference. Jr. MANRRS- Provide students with the support to become productive citizens by involving/engaging them in leadership development activities, educational opportunities, and college and career readiness lessons, with special emphasis on agriculture, natural resources, and related sciences. (Middle & High School) Cost: \$2.00. (If High School Students are interested in National Conference additional charges may apply)
Family & Consumer Science	Babysitting Program (6 hours of instruction, cost \$0-\$20 per student depending on schools preference), Fun With Foods (After School Cooking, Cost: \$0-\$20.00. Cost depends on supplies needed for cooking). Reality Store (Middle & High School) & Dollars and Sense (Elementary School) - Budgeting and economic exercise. Students receive an allowance/salary for a given month and will be required to purchase necessities at the "reality" booths. Program must be able to be performed in an open area (ex. Gym, lunchroom). Reality Store & Dollars and Sense cost \$0-\$300.00 depends on schools preference.
Natural Resources	Introduces young people to the world of agriculture, natural resources and life sciences while expanding your collection of fun-filled science activities keyed to national standards. We use curriculum such as Project WET, Project WILD, & Project Learning Tree. Cost: \$2.00 per student and school preference.
Animal Science	Chicken Incubation- 4-H provides an incubator for classroom use. Students can observe chicks hatching; learn about poultry and life cycles. Cost: \$3.00 per dozen of fresh eggs. 4-H Country Ham Project- January-August Students learn the curing process and Cure Green Ham from start to finish. Cost: \$70.00 per student.
Communications	Workshops will teach students the skills to successfully create a speech or demonstration. The purpose of this program is to expose youth participants to various communication techniques and skills. Cost is \$2.00 per student.
Science Engineering & Technology	Students will engage in activities that are based in the science fields. Topics include Electricity, Alternative Energies, and Environmental Science and Junk Drawer Robotics . Cost: \$2.00 - \$3.00 per student and school preference.
Health and Nutrition	Youth explore the importance of healthy eating, physical activity, and life skills which lead to healthy lifestyle choices. Curriculum Professor Popcorn Cost: \$2.00 per student and school preference.

For any school club, school enrichment or after school program, please contact

Chanda Hall, Extension Agent for 4-H Youth Development, at elhall1@uky.edu or (502) 569-2344

Visit our Web Page: <http://jefferson.ca.uky.edu/4Hyouthdevelopment>