

**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 Center for Accessible Living (hereinafter "Contractor"), with its principal place of business at 501 S. 2nd Street, Suite 200, Louisville, Kentucky 40202.

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:

With a specific focus on Pre-Employment Transition Services for students with disabilities in grades 11, 12, and 14, the Center for Accessible Living will provide school-based "Build Your Future Workshops" at up to 25 JCPS high schools during the 2015-16 school year. The cost for each school-based session shall be \$300, with a maximum cost not to exceed \$7,500 for sessions at 25 high schools. Dates and locations for each session shall be agreed upon by the Contractor and JCPS. The Center for Accessible Living Project Proposal is attached and incorporated herein by reference.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>"Shall not exceed \$7,500"</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of invoice</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Federal</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on February 24, 2016 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 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 race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. 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.

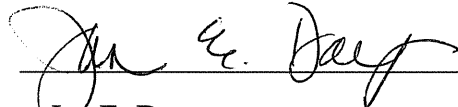
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of February 24, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 31-1012847

JEFFERSON COUNTY BOARD OF
EDUCATION

The Center for Accessible Living
CONTRACTOR


By: _____

By: 

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

Title: Jan E. Day
CEO

Cabinet Member: Alicia Averette


(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 Center for Accessible Living is the only organization of its kind offering the required services in Jefferson County.

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.

Jason Wheatley, Specialist

Print name of person making Determination

Exceptional Child Education

School or Department

Jason Wheatley
Signature of person making Determination

2/9/16
Date

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 Public Schools

And

Center for Accessible Living

A Partnership for Providing Pre-Employment Transition Information to Students with Disabilities

Organization (Partner) Information: *"The Center for Accessible Living is Kentucky's first Independent Living Center. With offices located in Louisville, Murray, and Covington, its services span the entire state of Kentucky. The Center for Accessible Living (CAL) is a private, non-profit 501 (c)(3) organization.*

CAL is a disability rights and resource center for people with disabilities, governed by people with disabilities. Services are offered to individuals with all types of disabilities. Our experienced staff provides information, advocacy and services that create opportunities for people with disabilities to live as independently as possible.

The Center for Accessible Living is an innovative leader in empowering all people to achieve their goal of independent living while involving the entire community."

<http://www.calky.org/>

OVR Grant Information: *"To convene a student focused conference that includes high school students...to focus on Pre-Employment Transition Services. The objective of the conference is to provide students with informational sessions on job exploration, work based learning experience, post-secondary options, workplace readiness training, and self-advocacy, including peer mentoring."*

School-based "Build Your Future Workshops": This initiative entails CAL staff and featured presenters providing school-based informative and instructional workshops to students with disabilities in secondary schools throughout JCPS. CAL's Build Your Future School-Based Workshops will be offered to each JCPS high school and special school. One session (out of 5 available options) will be chosen by the school requesting the workshop. Session topics with curriculum and take-home information will be provided for the following:

- Money Skills for the Real World
 - CAL staff and possible featured presenters from 5th Third Bank
 - In-depth learning objectives for short term and long term budgeting.
 - Information about deductions (taxes, etc.) typically found on paychecks
- Career Exploration
 - Career Interests
 - The importance of volunteer opportunities
 - Transportation
 - Limitations and realistic expectations
- Self-Advocacy
 - Disclosure to employers and postsecondary institutions
 - Accommodation Request and The American Disabilities Act (ADA)

- Workplace Etiquette
 - Soft Skills instruction
 - Time Management
 - Professional Dress
 - Social Media
- Career Readiness
 - Sample interview questions
 - Networking
 - Completing the job application

Department Chair Feedback (positive):

Rank by votes (most to least): Career Exploration, Career Readiness, Money Skills, Workplace Etiquette, Self Advocacy

Timeline for Implementation: CAL is prepared to have session information and curriculum developed by mid to late February. Each impacted school will be provided the opportunity to schedule a workshop date/time that is best for their need(s).

- Maximum 1 date, up to 3 sessions per school

Session Information/Student Impact: Each session will support the participation of a maximum of 30 students. Session duration is 50 minutes to support scheduling and class period length.

Schools: JCPS High Schools, Mary Ryan, Binet, Liberty, and Phoenix

Audience: 11th, 12th grade, and Grade 14, maximum student impact 25 schools x 90 students=
2,250 students

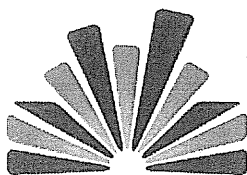
Budget/Cost: Price per session (and/or school up to 3 sessions) including travel, curriculum development, printing, time = \$300.00

25 schools x \$300 each == \$7,500

Handouts (not included in CAL price per session): Portfolio, flash drive, Business Pen

JCPS ECE High School Student Population

<u>Grade</u>	<u>Student Population</u>
10th	837 students
11th	679 students
12th	605 students
14	152 students
Total:	2,273



CENTER *for*
ACCESSIBLE LIVING
Disability Rights and Resources

**Center for Accessible Living Proposal for School Based Pre- Employment
Transition Information, "Build Your Future Workshops," to Students with
Disabilities at JCPS**

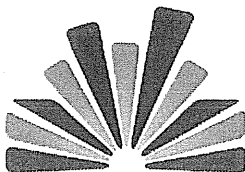
The Center for Accessible Living, Inc. (CAL, the Center) proposes to provide informational sessions on job exploration, work based learning experience, workplace readiness training, and self-advocacy, including peer mentoring. These pre-employment transition services (Pre-ETS) will assist high school students with disabilities make the transition from secondary school to postsecondary education programs and/or competitive integrated employment. Through the school-based informative and instructional workshops, participants will learn work ethic and workplace social skills, job readiness training, job interviewing skills, accommodations and legal rights, career exploration, job search skills, and proper dress.

The Center is uniquely qualified to provide these informational sessions for youth with disabilities. The Center has offered employment and job readiness services, including job placement, job retention services, job readiness trainings, workshops/job fairs and job development for persons with disabilities, including transition and school aged youth, since 1992. The Center also offers a variety of trainings and workshops geared toward building the skills to gain and maintain employment. One example is the annual program called Exceptional Scholars Institute. This week-long program build skills for youth who have graduated high school or college or are currently attending college with topics like self-advocacy, your rights, asking for accommodations, interviewing skills, dressing for success and more. In addition, a Business Advisory Council (BAC) in the Louisville area comprised of local business representatives helps provide CAL with advice and counsel on labor market trends, job availability, necessary job skills and actual training needs that will meet the needs of their businesses. BAC members have provided input and assistance to CAL in developing these presentations.

CAL is the local Center for Independent Living (CIL), a disability rights and resource center for people with disabilities. Services are offered to individuals with all types of disabilities. CAL is mandated by funding to have a governing board with a majority (51% or more) of people with disabilities and a staff of at least 51% or more of people with disabilities. Services are provided on a peer level with the Independent Living philosophy beliefs that experts on disabilities are people with disabilities themselves. To that end, CAL has been providing self-advocacy training and peer support for people with disabilities by people with disabilities since 1981. CAL is the only agency of its kind in Louisville and the surrounding area. By providing these services through CAL, the project will naturally provide peer

www.calky.org

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CENTER *for*
ACCESSIBLE LIVING
Disability Rights and Resources

mentoring opportunities and first-hands awareness of people with disabilities being successful in a workplace. Most of the presenters for this project will be CAL staff who have disabilities themselves.

Since CILs are required to provide the core services of peer support, information and referral, independent living skills training, and self-advocacy training, this is a natural fit for a CIL to provide the Pre-ETS. Participants can also learn about other Center services such as housing, Work Incentives Counseling, and travel training as appropriate for job readiness and independence in the community. With the new CIL core service of transitioning youth who have completed their secondary education or otherwise left school to postsecondary life, this would provide a seamless model of service delivery from school aged youth in Pre-ETS to the community in post-secondary education and/or employment.

The Center for Accessible Living is committed to being the premiere advocacy, technical assistance, information, and referral resource center for people with disabilities and their family members in Louisville and surrounding areas. We are committed to the improvement of the community in which we live and the quality of life of the people we serve. The Center's goals are superior service and anticipation of the community's needs from individuals living with disabilities for decades to people who have newly acquired disabilities. People have been turning to the Center for Accessible living for service, information, and support for thirty (35) years.

Thank you for your Consideration.

Sincerely,

Jan E. Day, CEO

Center for Accessible Living, Inc.

www.calky.org

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