

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 Silver Strong & Associates LLC (hereinafter "Contractor"), with its principal place of business at 3 Tice Road, Suite 2, Franklin Lakes, New Jersey 07417.

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 shall provide Foundations Training professional development for 25 administrators and teachers at Roosevelt-Perry Elementary School on July 13-15; October 3 and November 7, 2016, from 9 a.m. to 4 p.m. There shall be an additional two and a half days (2.5) of coaching provided at the School with dates and times to be agreed upon by the School and the Contractor. Cost for these trainings shall be \$18,750. Each participant shall receive a set of manuals. Cost for 25 sets shall be \$5,285. Contract Silver Strong & Associates LLC 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>\$24,035.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of invoice for services received</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Summer Learning for Novice Reduction (SIG Grant)</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 29, 2016 and shall complete the Services no later than June 30, 2017, 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 June 29, 2016.

Contractor's Social Security Number or Federal Tax ID Number: 22-3773550

JEFFERSON COUNTY BOARD OF
EDUCATION

Silver Strong & Associates LLC
CONTRACTOR

By: _____

By: _____

Donna M. Hargens, Ed.D.

Trisha Layden

Title: Superintendent

Title: Director of Client Management

Cabinet Member: Joe Leffert

(Initials)

CONTRACT

Silver Strong & Associates LLC

3 Tice Road, Suite 2, Franklin Lakes, New Jersey 07417

Phone (201) 652-1155 FAX: (201) 652-1127

The following contract, dated **5/31/2016**, is between **Silver Strong & Associates LLC** (hereafter called Contractor) and **Roosevelt Perry Elementary** (hereafter called Client). The individual responsible for the execution of this contract on behalf of Client will be:

Nichole Marshall Roosevelt Perry Elementary
1615 West Broadway
Louisville, KY 40203
Phone: 502-485-8319/Cell: 502-608-7089
Email: kimberly.marshall2@jefferson.kyschools.us

This contract will be filed in Contractor's records under file number **1495R**.

Section 1: DATES AND CONSULTANTS

Contractor agrees to provide the services described in *Section 3* of this contract for Client on the following date(s):

July 13, 14, 15, 2016; October 3, 2016; November 7, 2016; and 2.5 coaching days that are to be scheduled

Contractor will provide the following consultant(s) to perform the services described in *Section 3* of this contract:

Joyce Jackson

Should it be necessary, the Contractor reserves the right to substitute the consultant/presenter with a suitable and capable substitute

Section 2: CLIENT COSTS

Labor fees are as follows:

Number of consultants: 1 Number of days: 7.5 Cost per day: \$2,500

Total cost for labor: \$18,750

Materials fees are as follows:

Cost per manual/set: \$211.40 Number of Participants: 25 administrators and teachers Copyright fee: Waived

Total cost for materials: \$5,285-- includes ground shipping & handling. based on 25 sets of materials.
Please see Section 5 of this contract for more information about reporting head count to Silver Strong Materials Description below for more information about the Copyright process

GRAND TOTAL \$24,035

Side Note: Client is ordering *The Core Six: Strategies for the Classroom* DVD directly from ASCD (\$169 member price / \$219 list price) separate from this contract.

Section 3: PROGRAM INFORMATION

Contractor agrees to provide Client with the service(s) and materials described below.

Services:

Foundations Training to cover:

Learning Styles & The Thoughtful Classroom
Tools for Thoughtful Assessment
Questioning in Style
Task Rotation
Cracking Vocabulary's Code

Follow-up Coaching - district-guided based on needs.

All training will take place from 9am to 4pm at 1615 W. Broadway, Louisville, KY 40203

Materials: (Prices below include ground shipping and handling)

The Strategic Teacher (\$29.90 each)

Tools for Active, In-Depth Learning (\$26.71 each)

Tools for Thoughtful Assessment (\$37.40 each)

Tools for Conquering the Common Core (\$32.05 each)

Math Tools (\$41.67 each)

Tools for a Successful School Year (\$27.67 each)

The Core Six (\$16.00)

Customized Participant Packets -- Copyright Agreement - By purchasing our \$500 Copyright Fee, Roosevelt Perry agrees to copy the workshop packet(s) and distribute them to their participants only. A master copy of the workshop packet(s) will be sent via email directly to Nichole Marshall for duplication and distribution. **PLEASE NOTE THAT WE HAVE WAIVED THE COPYRIGHT FEE FOR THIS CONTRACT ONLY.**

Section 4: PAYMENT INFORMATION

Payment Schedules: All payments are due and payable within thirty (30) days of Client's receipt of an invoice for services rendered, which is to be submitted by Contractor once the services describe in *Section 3* of this contract are complete.

Penalty Schedule: Payments received thirty (30) days after Client's receipt of an invoice for services rendered are charged an additional 1.5 percent per month.

Cancellation Schedule: If Client wishes to cancel requested services described in *Section 3* of this contract without penalty, Contractor must be notified at least thirty (30) days prior to the earliest date listed in *Section 1* of this contract. If Client cancels requested services described in *Section 3* of this contract after thirty (30) days prior to the earliest date listed in *Section 1* of this contract, the Client will pay the "total cost of labor" noted in *Section 2* of this contract.

Confirmation of Dates: Receipt of the signed contract by Contractor constitutes confirmation.

Section 5: RESPONSIBILITIES OF CLIENT

The following equipment should be available for Contractor consultant(s): laptop or computer with PowerPoint capabilities, LCD projector, screen, easel with a newsprint pad, 5X7 index cards for each participant, magic markers, round tables of eight (8), and a microphone (preferably cordless). If round tables are not possible, alternative arrangements, such as auditorium style seating, may be made. In special circumstances, Client should contact Contractor for furniture arrangements.

Because the Contractor often customizes materials to fit the specific needs of the Client, the Contractor requests that the Client provide ample time to generate, reproduce, and ship materials. Client will provide Contractor with the number of participants attending a given training date at least ten business days prior to the first date of training. Any participant numbers received after ten business days prior to the first day of training may be subject to a 20% late-fee charge in addition to higher shipping charges.

Section 6: CHANGES

Any changes to this contract involving extra cost for additional services requested by Client will be executed only upon written request and will be added to this contract by Contractor.

Section 7: CONTRACTOR SIGNATURE

Respectfully submitted,


Contractor Signature

05/31/2016

Date

Contractor requests that Client review the contents of this contract, sign and date both copies, and return one copy of the signed contract to **3 Tice Road, Suite 2, Franklin Lakes, NJ 07417**. Client should retain the other copy of the signed contract.

Section 8: CLIENT ACCEPTANCE OF CONTRACT

Client agrees that prices, specifications, and conditions listed in *Section 1 -- Section 7* of this contract are satisfactory and are hereby accepted. Silver Strong & Associates LLC is authorized to do work as specified in *Section 1 -- Section 7* of this contract. Payment will be made by Client as described in *Section 4* of this contract.

Authorized Client Signature

Date

Print Name & Title

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 Program and Materials

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.

K. Nichole Marshall

Print name of person making Determination

Roosevelt-Perry Elementary

School or Department

K. Nichole Marshall
Signature of person making Determination

6-7-2016
Date

Silver Strong & Associates LLC

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

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