

## 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 Paths Education Worldwide (hereinafter "Contractor"), with its principal place of business at 1205 Arrowhead Drive, Brentwood, TN 37027.

#### 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:

Contractor will provide four trainers for a two-day PATHS Training Workshop at two schools. Cost for each trainer shall be \$6,000. Two trainers shall be provided on each day for up to 60 staff members per location to Kennedy Montessori and Roosevelt Perry (includes Peace Academy). Dates for Day 1 shall be held on August 8, 2017 (Kennedy Montessori) and August 11, 2017 (Roosevelt Perry & Peace Academy). Day 2 training shall be provided to each school on October 9, 2017. PATHS Professional Development for teachers is attached and incorporated herein by reference.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the term of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

### 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>\$24,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	<u>Within 30 days of approved receipt for services received</u>
Fund Source:	<u>Safe Schools Grant, Project number 168C</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 26, 2017 and shall complete the Services no later than December 31, 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 July 26, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 47-4332550

JEFFERSON COUNTY BOARD OF  
EDUCATION

PATHS EDUCATION WORLDWIDE  
CONTRACTOR

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

By: Dorothy Morelli

Title: Martin A. Pollio, Ed.D.  
Acting Superintendent

Title: Dorothy Morelli  
CEO

Cabinet Member: Dr. Martin A. Pollio

MP

(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: This vendor holds the copyright to curriculum and is the only authorized trainer.

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.**

LaMesa Marks-Johns, Ed.D

Print name of person making Determination

Social Emotional Learnin

School or Department

Dr. LaMesa Marks Johns  
Signature of person making Determination

6-29-17  
Date

PATHS Education Worldwid

Name of Contractor (**Contractor Signature Not Required**)

L 0001

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



## **Professional Development Services Provided by PATHS® Education Worldwide**

### **Professional Development for teachers**

#### **Training Details**

During training workshops, teachers and other staff learn about both explicit (lesson delivery) and implicit (skill practice, generalization modeling by teacher, students, parents, administrators, and school staff) that are vital to the growth of social emotional skills by students.

**Day 1.** Our Day 1 training workshop is very interactive. It is designed to help teachers understand the PATHS© model and how best to implement the PATHS© program in their classroom. During this interactive training our trainers will demonstrate lessons, as well as have teachers engage in active learning and practice of key lessons. We think that an essential part of active learning is to have teachers reflect on ways they will use the PATHS© concepts and lessons throughout the day and how they will create effective integration with other academic content (language arts, reading, writing, social studies, etc.). We review the numerous home activities and informational sheets for parents and discuss how teachers can both inform parents and integrate PATHS© into their home communications. Teachers are encouraged to share their thoughts and classroom expertise throughout the day.

#### **Day One Workshop Agenda**

1. Welcome
2. Introductions
3. Workshop Goals
4. PATHS® Overview/Theory and Research
5. Modeling of PATHS® Lessons and Reflection:
6. What does PATHS® look like in your classroom?
7. Establishing a Positive Classroom
8. Emotional Understanding
9. Self-Control
10. Beginning Steps of Problem Solving
11. Questions/Answers
12. Closing/Evaluation

**Day 2.** Day 2 occurs six weeks to two months after Day 1 and teachers are now regularly implementing the curriculum. This timing allows teachers to have some expertise in PATHS© and facilitates honest discussions in regards to what is going well and what may need some “tweaking” for their individual classrooms. This is shared with all teachers and the “challenges” are solved through





using the PATHS© problem solving model which is central to what we are teaching our students. We also focus on how to make PATHS© and SEL a community program and how best to integrate this throughout the entire school. Teachers learn throughout the two-day training about the parenting materials contained within the program and how to better help parents become part of this important initiative.

### **Day Two Workshop Agenda**

1. Welcome
2. Celebrations/Challenges
3. Advanced Emotions
4. Cooperative Learning
5. Advanced Problem Solving
6. Tying PATHS Lessons To Academic Standards
7. Practice of Advanced Lessons In Small Groups
8. Biographies/Novels
9. Questions/Answers
10. Closing/Evaluation

### **PATHS® Education Worldwide Affiliate Trainer Model**

PATHS® Education Worldwide is committed to creating sustained high quality of implementation of The PATHS® Curriculum. To do, we have created an Affiliate Trainer Program which provides a structure for training high-quality trainers in the local context. Teachers who demonstrate exceptional skills in the teaching and implementation of the PATHS® program are encouraged to apply to enter the Affiliate Trainer process. The accepted candidates then follow the mentoring model of the Affiliate Training process by a certified master PATHS trainer. This process involves progressively learning how to conduct high quality training workshops for their local school district. Benchmarks are provided for acceptable candidates. We have conducted this affiliate trainer process in Cleveland, Calgary, Alberta, and numerous locations in the United Kingdom. We would be interested in talking with New York DOE administrators regarding their interest in this process of ensuring long-term sustainability.

### **PATHS® Education Worldwide Professional Development Model For Administrators**

PATHS® Education Worldwide provides professional development for principals, superintendents, community leaders, CEO's, SEL leaders and other district leaders. These sessions are usually are of two hours to half day duration and these sessions are interspersed throughout the school year. Administrators are provided training on how best to support the implementation of both the CASEL objectives and the PATHS® curriculum. A key issue is helping principals to become instructional leaders for PATHS in their building. A principals manual provides administrators with specific information on how to use the PATHS® concepts with



Tier one, two, and three students throughout the building. These manuals also allow principals to reflect on how best to implement SEL throughout the school and community. Administrators and school leaders also learn how to use the PATHS® concepts in their daily routine with students, teachers, parents and community. Research indicates that a strong leader is a key to high quality SEL implementation at the building level.

**PATHS® Education Worldwide Development Model For Coaches/SEL Leaders**

PATHS® Education Worldwide holds the belief that all schools and communities thrive under strong leadership. Administrators are often “fragmented” by their many duties. As a result we have found it is best to have a coach or SEL teacher leader to assist in providing teachers with support for the implementation of the PATHS® program. The coaches or SEL leaders, who are usually part of the school staff, serve to help guide the PATHS® program and support teachers so the program is implemented with fidelity. This is not an evaluative role but a role that helps teachers reflect and improve on their implementation of the PATHS® programs and their overall teaching. PATHS® Education Worldwide offers quarterly on-site meetings with coaches and calls on a two week basis. We would be interested in talking with NYC DOE administrators regarding their interest in this process of ensuring building level fidelity