

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 Big Brothers Big Sisters of Kentuckiana (hereinafter "Contractor"), with its principal place of business at 1519 Gardiner Lane, Ste. B, Louisville, Ky, 40218.

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 training for the School to Work workplace mentoring programming to 20 JCPS employees who will serve as mentors to students enrolled in the education academy at Seneca High School for purposes of recruiting them into the field of education. Professional Services Contract Attachment for School to Work Program 2017 - 2018 and Confidentiality & Obligation Release forms are attached and incorporated herein by references.

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>\$20,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Funds</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 13, 2017 and shall complete the Services no later than May 31, 2018, 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 September 13, 2017.

Contractor's Social Security Number or Federal Tax ID Number: 61-6057856

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Big Brother Big Sister of Kentuckiana
CONTRACTOR

By: Stacey Hamilton-Nance, CPO

Title: Stacey Hamilton-Nance
Chief Program Officer

Cabinet Member: John Marshall, Ed.D.

JM

(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 School to Work program curriculum is owned by Big Brothers Big Sisters. They are the only vendor to offer this service.

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

State the type of service: _____

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

State the item(s): _____

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

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

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

State the item(s): _____

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

State the location: _____

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

Explain the logic: _____

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

State the items: _____

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

John Marshall, Ed.D.

Print name of person making Determination

Diversity, Equity, and Poverty

School or Department


Signature of person making Determination

5.14.17
Date

Big Brothers Big Sisters

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



Big Brothers Big Sisters
of Kentuckiana

Professional Services Contract Attachment School to Work Program 2017-2018

About Big Brothers Big Sisters of Kentuckiana

Big Brothers Big Sisters of Kentuckiana (BBBS) provides children facing adversity with strong and enduring, professionally supported one to one mentoring relationships that change their lives for the better, forever. Our vision is that all children achieve success in life. We partner with parents/guardians, mentors and others in the community and hold ourselves accountable for each child in our program achieving higher aspirations, greater confidence, and better relationships; Avoidance of risky behaviors; and Educational success. The School to Work program pairs students with professional mentors in the workplace setting. Activities include career exploration and business fundamentals.

Professional Services Contract Purpose

BBBS will provide a workplace mentoring programming (School to Work) with high school students to enable JCPS to offer an additional resource and support system to students and recruit them into the field of education.

Jefferson County Public Schools agrees to:

- Educate faculty and other personnel about the role of BBBS.
- Assign Diversity, Equity and Poverty Department staff member to serve as liaison to BBBS.
- Assist in scheduling professional mentor recruitment, orientation, and enrollment efforts at the workplace.
- Provide meeting space for eight School to Works sessions (times to be determined).
 - 9/27/17
 - 10/18/17
 - 11/15/17
 - 12/6/17
 - 1/24/18
 - 1/31/18 (snow date- if a prior session is cancelled)
 - 2/14/18
 - 2/28/18 (snow date – if prior session is cancelled)
 - 3/28/18
 - 4/18/18
 - 5/21/18
- Encourage mentors to attend 3 reverse mentoring visits scheduled at the school (8:20 am-9:30 am) on the following dates:
 - 9/20/17
 - 12/1/18
 - 3/21/18



Big Brothers Big Sisters
of Kentuckiana

- Provide designated staff members for subject matter experts and guest speakers at School to Work sessions, as needed.
- Inform BBBS of any concerns or issues (positive or negative) associated with the program.
- Abide by BBBS's confidentiality policy.
- Assist with collection of program outcome evaluations once approved through the JCPS IRB and Data Request Management System.
- Publicly promote and celebrate BBBS and our partnership when possible.

Big Brothers Big Sisters of Kentuckiana agrees to:

- Recruit at least twenty **JCPS employees** to serve as BBBS professional mentors.
- Provide mentoring services to at least twenty participating students and adult mentors, in accordance with BBBS Standards of Practice, which require professional staffing, mentor criminal background searches, mentor reference checks, individual interviews, training, and on-going match support for families and mentors, and in accordance with Jefferson County Public Schools Board Policy 03.6.
- Hold all information with regard to all program participants in accordance with BBBS confidentiality policies and in compliance with the requirements of the Federal Family Educational Rights and Privacy Act and the Kentucky Family Education Rights and Privacy Act. BBBS will elicit personal information about individual applicants during the enrollment process and must hold information confidential, including decision to accept/reject an application.
- Serve as the liaison for all communication with Seneca High School.
- Build and deliver customized group programming during each School to Work mentoring session. BBBS has three years of curriculum developed for School to Work monthly sessions. BBBS will customize adding topics in which students and mentors demonstrate interest including focus on the education profession and connect with any subject matter experts for topical speakers. Sessions are held monthly at the workplace and include all mentors and students together. Attached is an example of the themes for the first year. A full agenda breakdown for each session sample is attached. Depending on start date, there will be 7 workplace sessions and three reverse visits with agendas and curriculum. Dates of sessions are listed above.
- Provide staff supervision for mentoring matches during each School to Work mentoring session.
- Publicly promote and celebrate JCPS and our partnership when possible.
- BBBS will administer surveys to students [Youth Outcome Survey prior to match and then end of year and Strength of Relationship at end of 1st semester and end of year]. BBBS will collect the JCPS release from parents in order to access academic information. We collect GPA, tardies, absences, and promotion to next grade level.
- BBBS will provide JCPS with a customized impact report at the end of the year highlighting the outcomes of the program.
 - a. **Prior to administering any survey or collecting any data, BBBS will submit request through the JCPS Data Request Management System (DRMS) and IRB approval process:**
<http://www.jcpsky.net/Departments/AcctResPlan/ResFormPref.htm>.



Big Brothers Big Sisters
of Kentuckiana

- BBBS will administer surveys with the students and volunteers. Volunteers get a three surveys throughout the year of about 10-15 questions each. There is a short Strength of Relationship survey at the end of the 1st semester and then again at the end of the year. Volunteers also receive a survey monkey at the end of the year asking questions about how they have benefited from the experience. We've included a note in the JCPS section to indicate that volunteers will be asked to complete the surveys as part of evaluation



Big Brothers Big Sisters of Kentuckiana

Big Brothers Big Sisters School to Work Sample Curriculum: Holistic Focus Year One

Session Details	Topics	Presenters	Session Goals
September, Time: TBD Workplace 1	Welcome to STW	Corporate partner to present on workplace specifics & corporate culture	Matches are welcomed to program & learn basics of workplace
September, Time: TBD School-Reverse 1	Meet and Greet Parents & School Tour	Students will lead small tour groups	Matches are welcomed to school; Meet parents in attendance
October, Time: TBD Workplace 2	Future Planning 101: Job Possibilities	Outside speaker on career paths or corporate panel on career choices	Matches take personality test and explore careers linked to personality
November, Time: TBD Workplace 3	Future Planning 101: Education	College student panel	Matches examine the expectations and realities of college
December, Time: TBD Workplace 4	Getting the Job 101: The Application	Human Resources or Hiring Manager	Matches learn key steps of job application process
December, Time: TBD School- Reverse 2	Teambuilding: Communication Focus	BBBS to facilitate	Matches engage in game that emphasizes communicative skills
January, Time: TBD Workplace 5	Professionalism 101: Self-Presentation	Corporate or outside speaker on professional presentation	Matches identify key components of professional behavior
February, Time: TBD Workplace 6	Communication 101: Communicative Challenges	Corporate partner with Communications background	Matches analyze various forms of communication
March, Time: TBD Workplace 7	Teamwork & Conflict	Corporate partner with conflict resolution background or guest speaker	Matches evaluate their position within a team dynamic
March, Time: TBD School- Reverse 3	Teambuilding: Cooperative Games	BBBS to facilitate	Various activities to connect matches and develop soft skills
April, Time: TBD Workplace 8	Summer Employment Opportunities/ Practical Experience	Summer Works or youth involvement presenter	Scholars develop a summer productivity plan
May Time: TBD Workplace 9	Goal Setting / End of Year Celebration	BBBS to facilitate- optional guest speaker	Matches analyze pathways to personal short term goals

This is confidential and proprietary business information of Big Brothers Big Sisters of Kentuckiana.



Big Brothers Big Sisters
of Kentuckiana

Confidentiality & Obligation Release Volunteer Applicants

Confidentiality

The Big Brothers Big Sisters agency respects the confidentiality of volunteer records and shares this information only among agency professional staff, except where legally required. State law mandates that suspected child abuse be reported to the appropriate authorities.

I understand that:

- The information I provide may be used to conduct a background check including driving records, criminal history, and other records where required by local, state, or federal law for volunteers working with youth.
- My criminal records check results will be shared with BBBS partners, if that site requires a criminal history search for participation at that location.
- The references I have given may be contacted by mail, telephone, or email.
- My identifying information will be shared with site partners for the purposes of recognition, if I participate in a site based program. Information will be released to other individuals and organizations only upon presentation of an authorized "consent to release information" form signed by me.
- All records are considered property of the agency.
- For purposes of program evaluation, audit, or accreditation, certain bodies such as Big Brothers Big Sisters of America may have access to volunteer records.
- Information about potential volunteers that may be shared with the youth and guardian will include the volunteer's age, gender, race/ethnicity, religious affiliation, interests and hobbies, contact information, family and living situation, experience with children, medical/mental health status, sexual orientation, criminal background, substance use, reason for involvement, input from collateral contacts (references, mental health professionals, agency staff), and an overall summary of why the volunteer was chosen for the match.
- Information about the potential Little Brother or Little Sister that may be shared with the volunteer will include the same categories as volunteers, along with a summary of needs, expectations for match participation, and anticipated challenges the volunteer may encounter.
- I will NOT discuss additional information that I may encounter about any child, child's family, volunteer, or volunteer's family connected with the agency without permission of agency staff.



Big Brothers Big Sisters
of Kentuckiana

Obligation Release

I understand that:

- I am in no way obligated to perform volunteer services and the agency is not obligated to match me with a youth.
- As long as I am an active volunteer, Big Brothers Big Sisters will access my criminal record history every three years in order to remain in compliance with the agency's general liability insurance policies. I will report any traffic violations or arrests immediately to agency staff.
- I am responsible for ensuring that my Little is transported only in an insured vehicle under which I am insured during match activities (Community programs only).
- It is the agency's responsibility to protect the confidentiality of reference responses and clinical reports by not disclosing their content to a volunteer applicant.
Therefore the agency will not disclose the reason for non-acceptance to the volunteer. Those who are not accepted into our program will be notified by letter.
- Volunteers must sign this statement in order to participate in the program.

I give my authorization for the above and release and waive my liability against the organization and its staff.

Signature

Date

Print Name



Big Brothers Big Sisters
of Kentuckiana

Confidentiality & Obligation Release - Parents and Guardians

Confidentiality

The Big Brothers Big Sisters agency respects the confidentiality of youth and parent records and shares this information only among agency professional staff, except where legally required. State law mandates that suspected child abuse be reported to the appropriate authorities. I understand that:

- Any information that reveals my or my child's identity will be held confidential.
- For purposes of program evaluation, audit, or accreditation, certain bodies such as BBBS of America or National Student Clearinghouse (NSC) may have access to my child's records. NSC will produce aggregate reports to BBBS on the number of students who move on to post-secondary education. I will inform BBBS if I choose to opt-out.
- Any school, clinical, or medical records of any kind will be held confidential.
- Information will be released to other individuals and organizations only upon presentation of an authorized "consent to release information" form signed by me.
- All records are considered property of the agency.
- Information about potential volunteers that may be shared with the youth and guardian will include the volunteer's age, gender, race/ethnicity, religious affiliation, interests and hobbies, contact information, family and living situation, experience with children, medical/mental health status, sexual orientation, criminal background, substance use, reason for involvement, input from collateral contacts (references, mental health professionals, agency staff), and an overall summary of why the volunteer was chosen for the match.
- Information about the potential Little Brother or Little Sister that may be shared with the volunteer will include the same categories as volunteers, along with a summary of needs, expectations for match participation, and anticipated challenges the volunteer may encounter.
- I will NOT discuss additional information that I may encounter about the volunteer without permission of agency staff.

Obligation Release

I understand that:

- The agency is not obligated to match my child with a volunteer.
- I am in no way obligated to participate in this program, nor is my child.
- To protect the confidentiality of clinical and school reports, the agency will notify the parent of non-acceptance by letter, but it is not obligated to disclose the reason for non-acceptance.
- Parents and guardians must sign this statement in order to participate in the program.

I give my authorization for the above and release and waive my liability against the organization and its staff.

Signature

Date

Print Name