

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 Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department (hereinafter "Contractor"), with its principal place of business at 633 West Jefferson Street, 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, including the Agreement between Contractor and the Board for the SRO Program which is attached and incorporated herein, 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 shall provide School Resource Officers ("SRO") to 17 JCPS schools for the 2018-19 school year. The school placement of the individual SROs will be determined by the Director of Security and Investigations. The Agreement between Contractor and the Board for the School Resource Officer Program is attached and incorporated herein by reference. In the event of any conflict between the provisions in this Contract and the provisions in the attached Agreement, the provisions in this Contract shall have precedence.

All SROs will be required to attend a two-day Restorative Practice training, a three-hour de-escalation training, a three-hour JCPS policy and procedure training, and a training on Administrative Guidance for Safe Crisis Management. Trainings shall be provided by the Board during the SRO's normal work day at no cost.

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>\$419,965.00</u>
Progress Payments (if not applicable, insert N/A):	<u>December, March and June</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 15, 2018 and shall complete the Services no later than June 30, 2019, 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 will pay the full salary and all employee benefits of each SRO. 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.

To the extent permitted by Kentucky Law, 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 negligent performance of this Contract by the Contractor and its employees while working within the scope of their employment. This provision survives termination 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 agrees that it will not utilize any supplier, contractor, or subcontractor furnishing to furnish work, services, or materials to Contractor in connection with the performance of this Contract.

To the extent permitted by Kentucky law, Board agrees to hold harmless and indemnify the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Board and its employees in the performance of its obligations under this Agreement that result in injury to persons, damage to property or loss of use of property, and not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its employees.

Pursuant to Ordinance No. 11, Series 2003, Contractor is self-insured for all properly asserted General Liability, Automobile Liability and Police Professional Liability claims brought against it to which the Contractor does not otherwise have a legal defense. In addition, Contractor agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which Contractor does not otherwise have a legal defense, covering Bodily Injury, Property Damage, and Personal Injury Liability under the "Louisville Area Governmental Self Insurance Trust," as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000.00 per Occurrence under a Combined Single Limit format. The Contractor agrees to provide the Board with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested.

Metro Government maintains and appropriates funds for the Self-Insurance Program for Workers' Compensation coverage for Metro Government employees. Metro Government is in compliance with KRS 342.340 of the Workers' Compensation Act and has received the Certificate of Self-Insurance as proof of ability to pay workers' compensation claims.

~~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 August 8, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 32-0049006

JEFFERSON COUNTY BOARD OF
EDUCATION

Louisville/Jefferson County Metro
Government
CONTRACTOR

By: _____

By: _____

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

Title: Steve Conrad
Chief of Police

WKS
6/29/18

Cabinet Member: Dr. Michael Raisor

UOR

(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: These SRO services offered through Louisville Metro Police Department which is a local police agency for JCPS locations.

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.

Stanford T. Mullen, Jr.

Print name of person making Determination

Security & Investigations Unit

School or Department

Stanford T. Mullen, Jr.
Signature of person making Determination

6-25-2018
Date

Louisville/Jefferson County Metro Government

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

Agreement between Louisville Metro Police Department and Jefferson County Board of Education for the School Resource Officer Program

The agreement made and entered into the 8th day of August, 2018, by and between Louisville Metro Police Department and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools.

A. Scope

The School Resource Officer (SRO) is a community policing approach practiced in a school environment. The school is the police officer's community. The exclusive focus on the physical and social territory of the school is an important aspect of the SRO concept. Unlike police officers who respond to school problems as a result of a 911 call by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

Goals and Objectives

1. Establish a positive working relationship in a cooperative effort to address juvenile delinquency and assist in student development.
2. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.
3. Address the safety of the campus, which will be conducive to learning.

The Louisville Metro Police Department in collaboration with Jefferson County Public Schools shall select the School Resource Officer or Officers and assign each to a selected school or schools. When possible the school principal or Director of Security and Investigations Unit will participate on the interview committee or board. This process will help select a School Resource Officer for a particular school that will meet the goals and objectives established in this MOU, and be a good fit for the particular school.

B. Descriptions of General Duties

The SRO has three main functions: Law enforcement related educator, advisor, and law enforcement officer and emergency responder. First, as a law enforcement related educator, the SRO conducts classroom presentations pertaining to law related topics. Second, the SRO acts as an advisor to students, parents, teachers and staff on issues related to law enforcement, substance abuse, delinquency, violence and other law related topics. The SRO may talk with students, parents, teachers and staff about their problems and help them find possible solutions. When necessary, the SRO may make referrals to counselors or appropriate social service agencies for additional assistance. Finally, as a law enforcement officer and emergency responder, the SRO will work to secure a safe and secure school environment in which, teachers feel safe to teach and students feel safe to learn.

The SRO wears a uniform and weapon while on duty in the school. Exceptions to the uniform can be made by the SRO supervisor; this will only happen in approved situations. JCPS Board policy prohibits

purchasing of personal clothing and equipment for a SRO by the Jefferson County Schools or by an individual school.

C. Mandatory Orientation Meeting and SRO Training

On a specified date before the first day of school, Principals and/or their selected staff at schools that have an SRO shall attend one mandatory SRO orientation meeting with a member of the Louisville Metro Police Department Command Staff, and JCPS District SRO Coordinator. The meeting will review this Agreement. It will also cover the duties and responsibilities of both the School Resource Officer and the school administrators and staff. All School Resource Officers with the Louisville Metro Police Department will also be required to attend this meeting.

All Louisville Metro Police Department School Resource Officers will also be mandated to have a 40 hour in-service from KY Department of Criminal Justice & Training (DOCJT) or equivalent for School Resource Officer certification. The training will be completed based on the available dates from the DOCJT or the equivalent source. It is required that at minimum SROs have de-escalation training from DOCJT or their agency.

Prior to a new SRO beginning work in his/her assigned school, the new SRO will receive 16 hours of JCPS Orientation Training from the JCPS Security and Investigations Unit. SROs will also attend a minimum of 50% of scheduled monthly training meetings facilitated by the JCPS SRO Coordinator. One of the mandatory monthly trainings will be de-escalation training. This training will be offered several times throughout the year.

The SRO Coordinator will provide Louisville Metro Police Department with a summary of SRO training for their training records at the end of each month. The agency will provide the SRO Coordinator the contact information of the person designated to receive training information.

D. Desired Outcomes

The goals of the SRO program are to maintain a safe and secure environment on campus, establish a positive working relationship with school staff and students, prevent juvenile delinquency and assist in student development, and promote positive attitudes regarding the police. One of the most effective ways for an SRO to accomplish the goals of the program is to be a positive role model. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible, and willing to talk to students; attend and participate in school activities; interact positively with students and the community, taking their concerns seriously; and maintain a positive relationship with the faculty and administrators.

E. Information Sharing

Jefferson County Public Schools agrees to share any and all information, which will ensure the success of the program within the confines of the Family Education Rights and Privacy ACT (FERPA).

The SRO and the Principal should meet weekly to establish priorities. The Principal and/or a designated school administrator will meet with the SRO daily for coordination and sharing information.

When possible, school staff will notify officers if a student involved actively in an incident, or after an incident, has an Individual Education Plan (IEP) which may require special treatment or accommodations. This is for the safety and proper handling of the student, and the safety of students, staff and the officer.

F. Supervision Responsibility and Chain of Command for the SRO

School Resource Officers shall remain employees of the Louisville Metro Police Department and shall not be employees of the Jefferson County Public School System. The SRO reports to their agency's designated supervisor. All law enforcement related paperwork is submitted to their agency's Supervisor.

The SRO shall conduct investigations of crimes, which occur at their assigned school, and use other resources if needed to follow-up investigations.

If an issue arises between the SRO and the school principal, a meeting will be set to address the issues at a time convenient to all involved parties. If the issues are not resolved after the first meeting, the party that is not satisfied shall reduce their concerns to writing and send them to the Louisville Metro Police Department SRO supervisor and the Director of Security and Investigations for a resolution. The Louisville Metro Police Department SRO supervisor and the Director will meet to resolve the issue. If the conflict cannot be resolved satisfactorily; then replacing the SRO at that particular school, or ending the SRO program at that particular school and moving the SRO to another school will be considered as options.

When the school principal suspects child abuse, criminal misconduct, or other inappropriate conduct by the SRO, he/she will immediately contact the SRO's supervisor or designated complaint chain of command. Louisville Metro Police Department will provide the principal with the latest contact information for the SRO supervisor or designated complaint chain of command.

School Resource Officers will be required to notify the principal or designated staff member when they will be out of the building. This notification can be accomplished via phone, email, or memo. When possible, notification is preferred a week prior to the date of absence to allow enough time for the school to plan for the SRO's absence.

Law enforcement action may include the taking of a police report and referring the victim to seek a Juvenile Petition.

SRO's will transport students only in relation to criminal charges, Mental Inquest Warrant or Critical Incident Team procedures. Any other transport of a student must be approved by an SRO supervisor or higher rank.

G. Decision Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO

The SRO shall not be used as the school disciplinarian. If the principal believes an incident is a violation of the law, they may contact the SRO to determine if law enforcement action is needed.

In consultation with the principal, the SRO may take law enforcement action against intruders and unwanted guests who appear on school property. The SRO will take law enforcement action for all felonies occurring on the campus and any acts of extreme violence (felony), sexual assault, child abuse, and illicit drug activity. The school administrators will insure that school staff cooperate with SROs when they are performing their law enforcement duties.

The SRO's preferred response to misdemeanor incidents would be to de-escalate the situation as to avoid criminal charges. If that is not possible, the SRO can use his/her discretion on handling the situation to resolve the matter in the best interest of the students and staff.

The SRO cannot be present when a principal conducts an administrative search unless the principal or school personnel fear for their safety.

It is not the School Resource Officer's responsibility to enforce school rules and policy. The SRO may inform the staff of rules and policy violations, but enforcement of violations will be determined by school staff.

When confiscating illicit drugs from students on school property, the SRO shall follow the same policies and procedures of the Louisville Metro Police Department that are followed by the Louisville Metro Police Department when illicit drugs are confiscated in locations other than school property.

The SRO shall follow the guidelines of the KRS and KAR, and Jefferson County School Board Policy in regards to investigations, interviews and searches relating to juveniles.

The SROs will participate in the Restorative Justice program when requested by the Jefferson County Attorney's office. The program allows alternative dispositions to cases other than criminal court proceedings.

H. Evaluation of the Program

The effectiveness of the SRO program at a particular school will be detailed in a scheduled process evaluation meeting between the principal of the school and the SRO. The summative yearly evaluation meeting will take place at the close of each school year involving the Chief of Police and the Director of Security and Investigations of the Jefferson County Public Schools.

I. Logistical Support of SRO

The school will provide the following minimum logistical support. This support includes an office for the SRO's exclusive use that is lockable, and provides privacy for the SRO to conduct interviews. At minimum, the office will be furnished with a desk, phone, two chairs and lockable file cabinet for storage of confidential documents. In addition, the school will furnish the SRO's office with a JCPS-owned computer that is connected to the JCPS network to allow the SRO to send and receive JCPS emails. Finally, the SRO will be issued a JCPS-owned handheld radio that allows the SRO to communicate with the school's office, security, and administrators.

J. SRO Temporary Replacement

If the assigned SRO will be away from a school for 35 consecutive school days due to illness, injury or some other cause, Louisville Metro Police Department will provide a temporary substitute SRO. The Substitute SRO is not required to receive the training listed in Paragraph C. However, the school will provide orientation training for the Substitute SRO on his/her first day.

My signature on behalf of Louisville Metro Police Department certifies that the SROs deployed in the school or schools covered by this Agreement will spend at least 75 percent of his/her time in and around their assigned school while school is in session for the school year.



Steve Conrad
Chief of Police
Louisville Metro Police Department

06/21/2018
Date

Martin A. Pollio, Ed. D.
Superintendent
Jefferson County Public Schools

Date