

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 Peace Education (hereinafter "Contractor"), with its principal place of business at 318 West Kentucky Street, Louisville, KY 40203.

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:

Services shall include mediation training, positive leadership, youth and family conflict resolution. Cost for Conflict Resolution Workshop: \$75 per session of 30-60 minutes each, workshops \$150 per session of 60-120 minutes each: Mediation Training: \$75 per hour for youth and Training of Educators is \$350 for 3 day training: Preschool Workshops: \$75 per 30 minute session: Navigator's Program: \$75 per session of 30-60 minutes each. Sample of workshops and pricing offered by Peace Education Program is attached is 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>Contract not to exceed \$90,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Each participating FRYSC Center will submit invoice after services are performed and services will be paid for by the school FRYSC units or school general budgets based on their needs.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Various funding sources</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 13, 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 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, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 61-1220204

JEFFERSON COUNTY BOARD OF
EDUCATION

Peace Education
CONTRACTOR

By: _____

By: Eileen L. Blanton

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

Title: Eileen Blanton
Executive Director

Cabinet Member: Dr. Carmen Coleman

CC
(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: _____

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

State the type of service: Contractor will provide education specialist peer mediation & conflict resolution.

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.

Gwen Goffner, Director

Print name of person making Determination

Family Resource Youth Service Center

School or Department

Gwen Goffner

Signature of person making Determination

8/3/2018

Date

Peace Education

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



Sample of Youth Workshops offered by Peace Education Program

Conflict Resolution Workshops

Young people who practice problem-solving skills can change the climate of their school and neighborhood. Trainers will use games, activities and role-plays to explore the skills of communication, cooperation, problem solving and feelings identification. These trainings are most effective when four or more sessions are scheduled. *\$75 per session. Sessions are 30-60 min each, dependent on age and size of group. Workshops of 60-120 minutes are \$150 per session.*

Cooperative Games Workshops

Playing cooperative games teaches communication and problem solving skills. A team building cooperative games workshop can foster community while having fun. *\$75 per hour per trainer, at least one trainer needed for every 40 participants*

Cooperative Games Leadership

Train a group of young people to lead cooperative games with their peers. The leadership team will learn a dozen cooperative games that they will be able to lead with their classmates and other students. Communication, focus and conflict resolution skill building are the basis for these engaging games. *Groups of between 10 and 20 leaders are most successful. We recommend at least six one hour sessions at \$75 per hour.*

Mediation Training

Train a group of your youth, grades 4 through 12, to be peer mediators. Participants will learn about conflict and conflict styles, communication skills, conflict resolution and the mediation process. At the close of training, your young people will be able to mediate conflicts between their peers. The school or center must provide at least one committed staff member to facilitate the mediation program once peer mediators are trained. *Groups of between 16 and 24 mediators are most successful. Trainings are 10-12 hours at \$75 per hour.*

Rage-A-Saurus Rex Preschool Program

In collaboration with the Squallis Puppeteers the *Rage-A-Saurus Rex* preschool program teaches young children how to deal with anger. Identifying feelings and learning to communicate with others form a foundation for building problem-solving skills in preschoolers ages three to five years old. Puppetry, games, stories and songs will be used to teach these important social skills. *This program consists of a puppet performance and a series of 3 sessions with each class. Fee varies, from \$400.*

Teen Leaders for Diversity

National Coalition Building Institute International (NCBI) is a leading provider of skill training and team building around the issues of intergroup and intra-group conflicts. Our trained staff is prepared to lead youth from your organization through this award winning diversity workshop. This interactive process will help any youth unlock the issues that cause conflicts between groups. *We recommend a minimum of 4 sessions with each age group at \$75 per one hour session.*

Navigators

The Navigators Program gives an intensified focus on helping young people who need extra guidance in navigating life's conflict. This is achieved by helping young people account for how they have become the people that they are, and by helping them to build the skills they need to negotiate positive resolutions to whatever conflicts might come their way. *Maximum number of youth is 10. A minimum of 10 hours (1 session per week). Sessions are 60 minutes each at \$75 per session. It is recommended the site make a staff member available during group.*

Please contact Peace Education Program with any questions.

Contracts outside of Jefferson County will be negotiated for travel time and mileage.



Sample of Adult Workshops offered by Peace Education Program

Community Institute

This three day conflict resolution and diversity training is offered annually or on demand. This is a staff development for a maximum of 40 adult participants that work with young people. The training addresses basic conflict resolution, diversity theory and prepares participants to mediate youth conflicts within their community setting. *\$350 for three day training at Peace Education Program*

Training of Educators

This three day conflict resolution and mediation training is offered annually for educators interested in starting **Peer Mediation** programs in their schools. The training addresses basic conflict resolution theory and prepares participants to train student mediators through hands-on activities.

\$350 for three day training at Peace Education Program

One Day Conflict Resolution

Learn the basics of conflict resolution skill building with young people. Explore the building blocks of conflict resolution: affirmation, cooperation and communication through games, hands-on experience and role playing that can later be used with your students. *\$75 per person or \$100 for two person team. Lunch provided.*

Games Day I and II

Learn cooperative games to take back to your school, community center, place of worship or family. Participants will experience hands on learning of new cooperative games. Everyone is a winner! Games Day I and II include games that teach communication skills, team building and problem solving.

\$55 fee includes written material and boxed lunch at Peace Education Program

NCBI Prejudice Reduction Workshop

Part of the National Coalition Building Institute training process, this day and a half long workshop is designed to build on what people have in common while honoring their positive cultural differences. *\$75 per person or \$100 for two person team. Lunch provided on first day.*

Professional Development

Staff in-services can be given on any of the topics offered for youth. Peace Education Program offers professional development workshops for youth workers and educators at their site. Explore the building blocks of conflict resolution: affirmation, cooperation and communication, through games, hands-on experience and role plays that can later be used with your students.

\$300 half day \$600 full day

Please contact Peace Education Program with any questions.

Contracts outside of Jefferson County will be negotiated for travel time and mileage.

10/2015