

**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 Mobile Ed Productions (hereinafter "Contractor"), with its principal place of business at 26018 West Seven Mile Rd., Redford, MI 48240.

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 shall provide workshops and assemblies at various K-12 schools focusing on at least one of the following topics: bullying, leadership, character building, reading, science, and history. Dates and locations for all services shall be agreed upon by Contractor and each school. Mobile Ed Productions 2018-19 Programs and Pricing is attached and incorporated herein by reference.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>Contract shall not exceed \$15,000</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.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Various Family Resource/Youth Services Centers</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 17, 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. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. 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 October 17, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 38-2463141

JEFFERSON COUNTY BOARD OF
EDUCATION

Mobile Ed Productions
CONTRACTOR

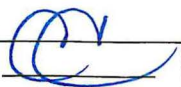
By: _____

By: _____

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

Title: Geoff Beauchamp
Regional Manager

Cabinet Member: Dr. Carmen Coleman


(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: All programs used by Mobile Ed Productions are copyrighted.

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.

Gwen Goffner, Director

Print name of person making Determination

Family Resource Youth Service Center

School or Department

Gwen Goffner
Signature of person making Determination

Date

9/10/18

Mobile Ed Productions

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

Mobile Ed Productions
Pricing and Programs
FY 2018-2019

This is our general price guide for 2018-2019

\$695 - Single 45 minute assembly

\$795 - Two performances

\$895 - Three performances

\$995 - Four performances

\$1195 - Physics is Fun - Extended Day

\$1195 - Kidz Science Safari

\$1195 - The STEAM Museum

However, sometimes we will arrange a block of schools all using the same program the same week, and in such cases we usually extend a slightly discounted rate. So in the case of Mr Peace, each school received a \$50 discount ***per day*** off the standard rate. Some programs, such as The STEAM Museum are excluded from discounts.

The following dates are scheduled and are subject to scheduling changes:

Mr. Peace - Bullying 10/17/2018 Brandeis Elementary School Louisville KY \$745.00 (**\$795**)

Mr. Peace - Bullying 10/17/2018 Kennedy Elementary School Louisville KY \$645.00 (**\$695**)

Mr. Peace - Bullying 10/18/2018 Carrithers Middle School Louisville KY \$645.00 (**\$695**)

Mr. Peace - Bullying 10/18/2018 Cane Run Elementary School Louisville KY \$645.00 (**\$695**)

Mr. Peace - Bullying 10/19/2018 Western Middle School For The Louisville KY \$845.00 (**\$895**)

STEAM Museum 3/7/2019 Rangeland Elementary School Louisville KY \$1295.00

(Standard priced at \$1195 including six sessions plus one additional session @\$100 = \$1295 total)

MR. PEACE



REACHING HEARTS. CHANGING LIVES.

"I am thoroughly impressed by what you have done with our kids, as well as your rap skills! You are an inspiration to our students, community, and myself as well."

- Milford High School, Milford, MI

Four different programs, each will be worth your time.. Since 2006, Kevin "Mr. Peace" Szawala has been traveling to schools and community centers spreading his passionate message about peace, love, equality and tolerance to hundreds of thousands of people of all ages. He has created four different assembly programs, each focusing on a different topic: bullying, diversity, leadership and making positive life choices.

BULLYING - Stop The Bull!

- What bullying is, why it happens and who it affects
- Understand the true impact of our actions
- Learn ways to overcome the pain and hurt
- Experience the importance of best friends
- Gain the courage to do and say what's right

DIVERSITY - Everyone is unique!

- See people for their heart and who they are
- Learn to appreciate the difference of others
- Strive for the desire to include all human beings

- Encounter peace, love and compassion firsthand
- Embrace it and grow, or resist it and struggle

LEADERSHIP - The leader in you!

- A new look at what success means to you
- Master the ability of responsible goal setting
- Feel your fears and know your power over them
- Realize your full potential and begin to step into it
- Be the change you wish to see for the world

POSITIVE LIFE CHOICES - Make the right choice!

- Everything is a choice and has a consequence
- How you respond to life is how you are defined
- You are the sum total of all of your decisions
- Change your angle of vision to see the good
- Develop a new and positive perspective on life

PROGRAM SUMMARY

Grade Level: K-12

Max. Audience Size: 400+

Performance Time: 45-60 min.

Setup Time: 45 min.

Teardown Time: 45 min.

Required Utilities:

- Stage or 10' x 20' area
- One electrical outlet
- One 6'-8' banquet table
- Projector/screen will be used if provided
- School sound system will be used if provided

Subjects Covered:

- Bullying
- Diversity
- Leadership
- Positive Life Choices

[About](#)[Assemblies](#)

STEAM Museum

Portable Hands-On Museum | Grades K-6

MOBILE ED PRODUCTIONS



PORTABLE HANDS-ON MUSEUM

What if you could bring the experience of visiting a science museum right to your school?

Wouldn't that be great? Being able to save on not only admission costs, but transportation fees as well? Not having to deal with the hassles of permission slips or taking an entire day away from your curriculum requirements? Well, now you can.

Say hello to Mobile Ed's *STEAM Museum*. This comprehensive update over our original nationwide hit STEM Museum is ready to turn your gymnasium or multipurpose room into a state-of-the-art hands-on children's museum focused on STEAM education (science, technology, engineering, art and math). With activities suitable for all ages, you'll find workstations to not only augment your existing science and math curriculum, but you will also expose your students to high-tech fields of study they never before had access to. In addition, we put the A in STEAM by opening up your student's right-brains through activities that encourage divergent thinking.

Here's some of the exhibits included this year:

Build-an-Arch

Build a parabolic arch out of large kid-friendly foam blocks (with the help of a parent volunteer) and learn how this incredibly strong structure functions in the process. See how the ancient Roman's used this structure in their buildings, how American's used it in the St. Louis Gateway Arch, discover how force is dispersed, how a keystone works, and then knock it all down!

3D Printer

A demonstration of a state-of-the-art 3D printer in action. Students watch as the printer creates a 3D model while it's visible on a computer monitor right before their eyes. Example models are on display of other practical (and just plain fun) objects that can be made with a 3D printer.

Friction Raceway

Mix-and-match four different "rollers", each with their own texture, with four different "lanes", each also lined with their own texture. See which textures create the most friction and which textures create the least!

Humanoid Robot

You and your students will get the opportunity to see a truly cutting-edge humanoid robot in action! The NAO robot will kick-off your visit to the STEAM Museum, introducing himself and his wide-range of human-like abilities, leaving jaws hanging wide open and imaginations forever sparked at the incredible state the field of robotics is in. Then, time permitting, NAO will gather your students for a group workout/dance to end their session.

Bike Generator

Turn your student's energy into a dazzling light show that stands at the center of the STEAM Museum with this bike generator. As your students pedal the bike, they will convert their kinetic energy into electricity, first illuminating low-power LEDs until finally creating enough power to light halogen lamps at the top of the tower! Everyone will want a chance at this!

Programmable Robots

There are two different types of robots you can program at STEAM Museum. The first is a robot not unlike the NASA Discovery robot currently exploring the surface of Mars where students will learn step-by-step programming. The second is an advanced line-tracking robot that responds to color. Grab your markers and create paths, mazes and even game boards for this awesome robot.

And much more!

"Not only did Mr. A.J. present the STEAM principles in a fun and engaging manner, he also provided excellent character and career education for the students as well. The students hung on his every word along with their teachers. Many commented on how it was the best assembly they had ever seen. Thank you!"

- Culbertson Elementary School

- Geometry
- Structures
- Conservation of energy
- Friction
- Gravity
- Invention
- Problem solving
- Team building

*A minimum of ten exhibits will be available on the day of the show.

What is STEAM Education?

STEAM (science, technology, engineering, art, and math) education is a nationwide initiative that creates critical thinkers, increases science literacy, and enables the next generation of innovators. It is a synergistic approach to teaching the STEAM disciplines instead of isolating them as separate schools of thought. It is the next logical step in what the STEM initiative began by incorporating art to bring the right-brain into traditional scientific thinking.

Science



Augment your science program by exposing your students to dynamic examples of physics and material sciences - all with practical real-world examples. The Friction Raceway showcases gravity, inertia, and of course, friction, and the Plasma Sphere introduces the 4th State of Matter.

Technology



We're on the cutting edge of today's fast-moving world bringing one of the most advanced humanoid robots ever built, programmable robots, 3D printing, and even an HD video presentation on robotics.

Engineering



Get your students ready for the jobs of tomorrow! See how they take to building a parabolic arch, creating a model roller coaster, or building a gear-driven mechanism. Get inspired by the incredible robotics on display and how everything works.

Art



Realize the connection between art and science through synergistic design and application. See how design choices turn complex machines into friendly companions, how engineers and designers are often one and the same, and how data can be beautiful.

Mathematics



Everything ties into math, but the Pythagorean Theorem Wheel will get everybody to see the beauty in geometry and programming the various robots will showcase your logical thinking and problem solving abilities.

Inspire your students to become the architects of tomorrow with
Mobile Ed's STEAM Museum!

Find Available Dates and Prices In Your Area