

**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 Visually Impaired Preschool (hereinafter “Contractor”), with its principal place of business at 1906 Goldsmith Lane, 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 shall provide preschool special education services for JCPS students placed at the Contractor's site. The Cooperative Agreement for the Procurement of Educational Preschool Services between The Jefferson County Board of Education Early Childhood Special Services Program and Visually Impaired Preschool Services 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>\$165,778.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Monthly</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>IDEA B 343F</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 28, 2019 and shall complete the Services no later than June 30, 2020, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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 access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, 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 August 28, 2019.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

Visually Impaired Preschool
CONTRACTOR

By: _____

By: Diane M. Nelson

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

Title: Diane M. Nelson
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: Licensed Childcare Services

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.

Wm. Michael Tronzo

Print name of person making Determination

Jefferson County Public Schools Early Childhood Program

School or Department

Wm. Michael Tronzo
Signature of person making Determination

7/10/19
Date

Visually Impaired Preschool

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

COOPERATIVE AGREEMENT FOR THE PROCUREMENT OF
EDUCATIONAL PRESCHOOL SERVICES
BETWEEN
THE JEFFERSON COUNTY BOARD OF EDUCATION
EARLY CHILDHOOD SPECIAL SERVICES PROGRAM
(Hereinafter referred to as the "Board")
AND
VISUALLY IMPAIRED PRESCHOOL SERVICES

Authority

704 KAR 3:410 Section 3 (1) Interagency Agreements: *Any preschool facilities or service provided by a local school district, either directly or by contract of cooperative agreement with another provider, shall meet the requirements of this regulation and all other applicable school laws and administrative regulations.*

A. The Contractor will:

1. Provide the following services under the direction of the Board, with the mutual approval of both parties, according to 707 KAR 1:150, 704 KAR 3:410, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Individuals with Disabilities Education Act for the duration of the 2019-2020 Board-approved school year on days specifically requested by the Board's designee. Services will be provided at the student's placement which is directed by the student's Individual Education Program (IEP). Contractor shall provide educational services for students placed at the Contractor's site. For 2019-2020 regardless of total number of students placed at contractor's site the amount to be paid will be \$165,778.00. These requirements include:

a) Preschool special education services to assigned students under the following arrangements:

(1) Services will be provided under this contract solely as follows:

- a.) students qualifying for services as of their third birthday
- b.) students who qualify for services and will be three years of age by August 1, 2019
- c.) students who qualify for services and will be four years of age by August 1, 2019

No student who will be five years of age by August 1, 2019 will receive services under this contract.

- (2) Services will be provided at the `Preschool's center in congruence with the Board-approved school year calendar as directed by the student's Individual Education Program (IEP) including but not limited to: toileting, dressing, feeding, peer interaction, and transportation assistance on and off buses. Integration of the student's therapy services with other educational services must be accomplished within the classroom setting of the student's chronologically same-aged peers unless specifically excluded on the student's IEP or as agreed to by the Board.
- (3) The frequency and duration of services will be provided as stated on the student's IEP and directed toward the student's educational goals.

- (4) Parent Activities. The program shall allow for active parental involvement. At least the following opportunities shall be made available to parents of Board-enrolled students:
 - (a) Participation in classroom and other preschool activities as volunteers or observers
 - (b) Parent training, education or other activities, which the parent has helped to develop
 - (c) Working with the child in cooperation with preschool staff in the home and/or classroom
 - (d) Meeting with preschool and other appropriate staff regarding the child's individual needs and progress or other two (2) way communication systems developed with the parent
 - (e) Periodic home visits with the parent/guardian by the preschool lead teacher, with a minimum of two (2) visits per Board-enrolled child per year and with the first visit conducted within sixty (60) school days after enrollment. If the parent/guardian prefers, the home visit(s) may be conducted in an alternative site (besides the student's home), but in no case shall the site be the student's classroom without prior Board approval.
 - (5) Materials, supplies, equipment and furniture shall be developmentally appropriate and shall be of sufficient quantity, quality and variety to meet the needs of the children and shall be arranged in such a way as to facilitate learning, assure a balanced program of spontaneous and structured activities, and encourage self-reliance in children. Materials also shall be age appropriate, in good repair, and sanitized daily. Test sheets, workbooks and ditto sheets are not developmentally appropriate for use with preschool children.
 - (6) Developmentally appropriate experiences in cognitive, communication, social, physical and emotional development as well as creative expression shall be required daily. The preschool program shall assist young children with their intrapersonal and interpersonal skills and in maximizing self-management and independence.
2. Use personnel meeting the state and Board mandated requirements for serving Board-assigned students, including, but not limited to the following:
- a) The lead teacher(s) must meet the requirements specified in 704 KAR 3:410. Should staff turnover, reassignment, or other change be predicted to result in this requirement not being met, the Preschool must notify the Board within 24 hours of knowledge of this prediction to enable the Board and the Contractor to avoid interruption of required preschool educational services to Board-assigned students.
 - b) The Preschool's lead teacher(s) must meet the KDE requirement for vision certification and/or enrollment in course for vision certification. The Preschool's lead teacher(s) may also meet one of the KERA Preschool Level I requirements listed below.
 - (1) The new Interdisciplinary Early Childhood Education (IECE) certificate or statement of eligibility for an IECE internship.
 - (2) A Probationary IECE certificate. Minimum requirements for the Probationary IECE certificate include a related degree or certificate (K, SpEd, EC) and enrollment in an IECE preparation program.

- c) The lead teacher(s) is responsible for attending Admissions/Release Committee (ARC) meetings, providing progress reports, data and graph with assistance from JCPS, organizing the classroom, providing a developmentally appropriate curriculum, and supervising and assigning the activities of teaching associates and other non-certified staff in the preschool class. The lead teacher(s) will prepare for the ARC meeting by providing a draft IEP to committee members (constructed according to the KDE IEP Guidance Document). Participate in ARC meetings by providing the evaluator analyzed progressed data in a narrative and visual format (e.g., line graph, bar graph) for each annual goal related to visual impairment, presenting progress reports and draft IEP. Prepare for re-evaluations by providing the evaluator analyzed progressed data in a narrative and visual format. The lead teacher is also responsible for parental activities described in item A.1. (a)(3).
 - d) The lead teacher(s) shall participate in at least 24 clock hours of CHR or Board-approved professional development per school year as coordinated with JCPS Vision Specialist. Teaching associates shall participate annually in at least eighteen (18) clock hours of CHR or Board-approved professional development. Professional development activities shall be related to the nature and needs of young children and their families, including those with special needs.
 - e) At all times, the program shall have a staff person on the premises who is trained in emergency first aid and cardiopulmonary resuscitation (CPR).
 - f) The lead teacher(s) /Contractor's site Director shall assist in activities to facilitate the smooth transition of assigned students into and out of the Preschool's services. This shall include requiring and/or assisting the Board in obtaining an original valid Kentucky Immunization Certificate, physical examination, eye examination by an optometrist or ophthalmologist, and an original birth certificate. All original documents must be forwarded to the JCPS Early Childhood Special Services unit by June 1, 2020.
 - g) Any JCPS student requiring materials from Kentucky Instructional Material Resource Center (KIMRC), must go through the JCPS vision program.
 - h) The lead teacher(s) shall attend Admissions/Release Committee (ARC) meetings as requested by the Board. Suggestions for amendments to student IEPs must be made in a timely manner and then only to the Board's designee or to the Admissions/Release Committee in order to insure appropriate services.
3. Provide general liability insurance of at least \$1,000,000 per occurrence, which will hold the Board harmless. A certificate of insurance describing the coverage shall be provided to the Board prior to reimbursement under the terms of this contract.
 4. Conform to all applicable policies of the Board and the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA).
 5. The Contractor shall not attempt to collect fees from students for services during Board-funded program hours described by this contract including the following:
 - a) teaching supplies
 - b) medical and developmental screenings
 - c) food
 - d) any other service or product during Board-funded program hours covered by this agreement unless pre-approved by the Board.
 6. Coordinate services with the Board's designee.
 7. Return upon request all Board equipment and materials placed in the Preschool's center by the Board.
 8. Inform the Board's designee of any suspicions or reports of child abuse or neglect.
 9. Assure that all children provided services under this contract are not also counted or reported by the agency under Public Law 89-313.

10. Affirm that the Contractor does not appear on the current list of agencies debarred from accepting federal funds.
11. Not refuse to provide services to a child or disenroll a child, which is presently enrolled by the Board in the Preschool's center without 2-weeks prior written notice to the Board's designee and parent. Such notice should be delivered to the Director of Early Childhood or Coordinator of Early Childhood Special Services, 900 South Floyd Street, Louisville, KY 40203.
12. Affirm, document, and maintain the current approval of (each of) the Preschool's center(s) by the Kentucky Department of Education for the provision of preschool education services under 704 KAR 3:410, 707 KAR 1:150 and child care licensure by the Kentucky Cabinet for Human Resources for the provision of child care under 905 KAR 2:010 for the 2019-2020 Board-approved school year.
13. Document daily attendance of all Board assigned students at the Preschool's center. The Preschool will notify the Board immediately if a student is absent for four (4) consecutive school days and within two (2) school days of any change in the status of the student, including but not limited to part time or full time status or eligibility for governmental assistance.
14. Submit certification/documentation of a criminal records check (Request for Conviction Record Form) and Tuberculin Skin Test Certificate (current within two years) at the contractor's expense on each employee assigned to JCPS students if not currently on file with the Board designee's office. This includes any volunteer, graduate student, employee, or other person working with JCPS students. All persons shall be supervised by the contractor. This shall be accomplished prior to the submission of any bills for services.
15. Attend a Board conducted procedures meeting prior to submission of any bills for services if requested by Board's designee.
16. Participate in predetermined monthly staffing with Board designee to discuss the needs of students and coordinate services.

B. The Board will:

1. Be responsible for the payment of fees for educational services rendered by the Contractor.
2. Provide access to all available data necessary for the provision of these services.
3. Provide direction in the implementation of these services to be consistent with the Board's procedures and this agreement. Specific procedures pertaining to service provision will be provided to the Preschool and updated as appropriate.
4. Hold/deny payment if services are not delivered as stated in this contract and in accordance with each student's IEP.
5. Provide speech/language/communication therapy, physical therapy, occupational therapy, and early other related services as described on each student's Individual Education Program. An Early Childhood ECE Resource Teacher with IECE certification will collaborate with the lead teacher to provide guidance for developmentally appropriate practice.
6. Educational assessments to students referred to the Contractor in writing under the following:
 - a) Assessments will be done at school whenever best for the student and family.
 - b) Assessments will be completed within four weeks of assignment to the Contractor unless other arrangements are made.

- c) Upon completion of a comprehensive educational assessment the original, complete typewritten assessment report will be submitted to the Board-designee office (Vision Program Specialist) within two weeks.
- d) When requested, the contractor will attend, at a mutually agreeable time, any required meeting to interpret the assessment and to establish goals relevant to each student's educational need

C. The schedule of the Preschool's educational consultant shall mutually agreed by the Preschool and the Board's designee. The scheduling of the Preschool consultant shall be made in such manner as to avoid any conflict with school holidays/activities. In the event that the educational consultant of the Preschool is unable to meet the schedule because of illness or disability, the Preschool and the Board's designee will make every effort to reschedule the time missed at the mutually agreeable time to fulfill each student's IEP. In all cases, the Preschool is responsible for notifying the Board to make other arrangements for the implementation of a student's IEP.

Nancy M Nelson, Executive Director

7-10-19

Signature of Contractor and Title

Date

Signature of Superintendent

Date