

**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 Jefferson County 4-H and Youth Development (hereinafter "Contractor"), with its principal place of business at 4200 Gardiner View Avenue, Suite 101, Louisville, KY 40213.

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 during and after school programs to include, but not limited to, topics on leadership, animal science, communications, health and nutrition, family and consumer science, natural resources, and science engineering and technology, health/nutrition programs, gardening and life skills programs. A minimum of six hours of educational instruction are covered for students per program while supervised by a certified teacher during class, or by a JCPS employee after school. Jefferson County 4H description of School Club Programs and School Program Curriculums are attached and incorporated herein by reference. Dates, times and location to be determined by the Contractor and the FRYSC coordinator at each school.

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 \$20,000</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 budgets based on their needss</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 16, 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 October 16, 2019.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Jefferson County 4-H and Youth
Development
CONTRACTOR

By: _____

By: _____

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

Title: LaTonia Watkins
President

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: This is the only 4-H for our county, Jefferson
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.

Dr. Gwen Goffner

Print name of person making Determination

Family Resource & Youth Services Center

School or Department

Gwen Goffner
Signature of person making Determination

9/3/19
Date

Jefferson County 4-H

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



University of Kentucky
College of Agriculture,
Food and Environment
Cooperative Extension Service
 4-H Youth Development

Cooperative Extension Service

Jefferson County
200 Juneau Drive, Suite 400
Louisville, KY 40243-2549
502-569-2344
Fax: 502-569-1680
<http://extension.ca.uky.edu>

To Whom It May Concern,

4-H is the youth program of the Cooperative Extension Service administered by the University of Kentucky and Kentucky State University. The Kentucky constitution prohibits institutions such as UK and KSU from accepting indemnification clauses. Applicable provisions are contained in sections 3, 50, 230 and 231 of the Kentucky Constitution. The Kentucky General Assembly has not provided indemnity agreements by state agencies, and an indemnity agreement would violate this provision.

Below is a statement provided by the University of Kentucky Legal Department:

Attachment A

IV. HOLD HARMLESS AND INDEMNIFICATION CLAUSE:

Grantee, as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against grantee relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, Grantee will defend, indemnify, and hold harmless Metro Government from and against any and all claims which may result from any error or omission arising out of its performance under this agreement.

Our position has been explained to and understood by Jefferson County Public Schools' administration. Please find attached a certificate of insurance provided to JCPS each year. By providing this certificate of insurance, JCPS has waived the requirement for Jefferson County 4-H to sign contracts containing indemnification clauses.

If you have questions please feel free to contact Chanda Hall, Jefferson County 4-H School Program Coordinator, at 569-2344 or clhall1@uky.edu. To confirm this information you may also contact Lewis Hammond, Manager of Real Estate and Insurance, at 485-3497.

Thank you for partnering with 4-H to provide the highest quality educational experiences for our students.

Sincerely,

Chanda Hall
Agent for 4-H Youth Development Education
chanda.hall@uky.edu



Jefferson County 4-H and Youth Development
4200 Gardiner View Avenue, Suite 101, Louisville, KY 40213
Phone: (502) 569-2344 Fax: (502) 569-1680 <http://ces.ca.uky.edu/Jefferson>

COOPERATIVE EXTENSION



August 27, 2019

Dear Jefferson County 4-H Community,

Greetings, from the Jefferson County 4-H and Youth Development Program. It's time to start planning the 2019-2020 School year!

Jefferson County 4-H is offering School Clubs, School Enrichment, Special Interest and After School Programs to all classrooms in Jefferson County grades 4th-12th. We hope that 4-H can be an active program in your school. Please review our enclosed school program curriculum and let us know if we can be of benefit in your education efforts.

Our staff has been in transition and we are developing our programming to meet the needs of our community. Attached is the 2019-2020 Jefferson County 4-H School Program Plan. If you would like to discuss additional programs, please do not hesitate to contact our office.

Our program delivery methods include:

- School Club- Requires six (6) hours of in-school instructional programming. Classrooms will elect club officers such as President, Vice President, Secretary, Reporter, and Club Assistant.
- School Enrichment- Requires six (6) hours of in-school instructional programming.
- After School- Requires six (6) hours of after school instructional programming.
- Community Base Projects/Clubs- Requires six (6) hours of instructional programming.

If you are interested in participating in 4-H this year please contact us as soon as possible. If you have any questions or would like to continue/start a 4-H School Club, Enrichment, and/or After School Program, feel free to contact me, Chanda Hall, at 569-2344. We can also do program planning via email at chall1@uky.edu.

I look forward to meeting you soon.

Sincerely,

A handwritten signature in black ink that reads 'Chanda Hall'.

Chanda Hall
Agent for 4-H Youth Development
Chanda.hall@uky.edu

Enclosure: 4-H 2019-2020 Curriculum



SCHOOL CLUBS

4-H empowers young people with the skills to lead for a lifetime. It's a research-based experience that includes hands-on projects and a meaningful leadership opportunity. School clubs offer 4-H'ers the opportunity to build life skills by leading hands-on projects in areas like science, health, agriculture and, citizenship – helping them to grow confidence, independence, resilience, and compassion.

The 4-H in-school clubs meet monthly in September through April.

Program topics can be altered based on the request and needs of the school. Please discuss possible changes during your program planning process.

Cost is \$2.00 per participant.

Monthly Lesson Topic	
September	Leadership: Introduction to 4-H, Club Officer Nominations Students learn the basics of 4-H, democratic process, and will begin to nominate officers for their classroom club.
October	Leadership: Club Officer Voting, Officer Installation Students will vote for their club officers and participate in a member induction ceremony.
November	Leadership: Leadership and Team Building Students will participate in leadership and team building activities.
December	4-H Summer Camp Promotion Jeopardy Jefferson County 4-H offers a summer camp to interested youth.
January	Communications: Identifying Goals Students learn how to set goals and create a miniature vision board.
February	Natural Resources: Water Quality Students will participate in an environmental education lesson about the importance of clean water and its quality.
March	Financial Education: Dollars and Sense Preparation Students will learn the value of a dollar by understanding the differences between needs and wants. Students will select their pet and allowances, preparing them for the end of the year program/celebration.
April	Financial Education: Dollars and Sense Program and End of the Year Celebration Students will use their pretend allowance and take care of the pet and responsibilities. Students will receive a prize/gift by at the completion of the program.



Jefferson County 4-H

2019-2020 Programs



Jefferson County 4-H Program offers hand-on research based programs from two sister universities, University of Kentucky and Kentucky State University. The 4-H program's vision to develop youth to be outstanding, self-sufficient citizens through informal education and leadership development. We offer programs multiple settings, which involve presentations, workshops and projects based on subject areas most beneficial to your needs. We hope this programming format will be a beneficial learning tool for your youth.

Core Curriculum	Program (s) Description and Cost
Leadership	<p>**Requires 6 Hours of Instruction (minimum)</p> <p>The activities involved with leadership development vary greatly, but are all focused on improving the quality aspects of a young leader through reflection, explanation of leadership principles, and personal experiences. Includes subject matter in workforce preparation, character building, and understanding self.</p> <p>**Cost: \$2.00 per participant</p> <ul style="list-style-type: none"> • 4-H Team Building • 4-H Teen Club- Lawrence Caudle, lawrence.caudle@uky.edu • 4-H Jr. MANRRS Club- Chanda Hall, clhall1@uky.edu
Family & Consumer Sciences	<p>**Requires 6 Hours of Instruction (minimum)</p> <p>Reality Store (Middle & High School) & Dollars and Sense (Elementary School) - Budgeting and economic exercise. Students receive an allowance/salary for a given month and will be required to purchase necessities at the "reality" booths. Program must be able to be performed in an open area (ex. Gym, lunchroom). Cost \$0-\$300.00</p> <ul style="list-style-type: none"> • Dollars and Sense (Elementary School) Chanda Hall, clhall1@uky.edu. • Reality Store (Middle and High School) Kelly Smith, kelly.mcdonough@uky.edu • Babysitting Workshops cost \$0-20 per participant. Kelly Smith, kelly.mcdonough@uky.edu • 4-H Sewing Club- Kelly Smith, kelly.mcdonough@uky.edu
Natural Resources	<p>**Requires 6 Hours of Instruction (minimum)</p> <p>Introduces young people to the world of agriculture, natural resources and life sciences while expanding your collection of fun-filled science activities keyed to national standards. We use curriculum such as Project WET, Project WILD, & Project Learning Tree. Cost: \$2.00 per participant.</p> <ul style="list-style-type: none"> • Natural Resources Club/Program Lawrence Caudle, lawrence.caudle@uky.edu and Patrice Thompson Patrice.Thompson@kysu.edu • Gardening Club/Program- Lawrence Caudle, lawrence.caudle@uky.edu • Wilderness Exploration (caving, hiking) Cost: \$0-\$20 per student Lawrence Caudle, lawrence.caudle@uky.edu





Health & Nutrition	<p>**Requires 6 Hours of Instruction (minimum)</p> <p>Youth explore the importance of healthy eating, physical activity, and life skills which lead to healthy lifestyle choices. Curriculum Professor Popcorn, Teen Cuisine, Super Star Chef, and Kitchen Magic.</p> <ul style="list-style-type: none"> • Fun With Foods This program creates a fun environment while utilizing the kitchen. Youth learn kitchen safety, culinary skills, and basic nutrition education. <p>**Cost: \$0-\$20.00 per participant. Cost depends on supplies needed for cooking.</p>
Animal Science	<p>**Requires 6 Hours of Instruction (minimum)</p> <ul style="list-style-type: none"> • Chicken Incubation- 4-H provides an incubator for program use. Youth can observe chicks hatching; learn about poultry and life cycles. Curriculum: Hatching my Way with Peeps. Kelly Smith, kelly.mcdonough@uky.edu • 4-H Livestock Club- Kelly Smith, kelly.mcdonough@uky.edu • 4-H Dog Club: Chanda Hall, Chanda.Hall@uky.edu • 4-H Horse Club- Kelly Smith, kelly.mcdonough@uky.edu
Communications	<p>**Requires 6 Hours of Instruction (minimum)</p> <ul style="list-style-type: none"> • Speeches and Creative Writing- Workshops will teach youth the skills to successfully create a speech or demonstration. Participants will be given the opportunity to participate in the county speech and demonstration contest cost is \$2.00 per participant. • Expressive Arts- Exploring verbal expression through the art of poetry. • 4-H Art Club: Middletown Library. We will learn about and create different types of art. Participants will be encouraged to enter projects in the 4-H fair. Barbara Hudgell, barbara.hudgell@uky.edu • Photography Club- Learn the basic of taking photos and have the option of entering them into the 4-H Fair. Barbara Hudgell, barbara.hudgell@uky.edu and Ami Koralia ako275@uky.edu
Science Engineering and Technology	<p>**Requires 6 Hours of Instruction (minimum)</p> <p>Students will engage in activities that are based in the science fields. Topics include Electricity, Alternative Energies, Engineering, Environmental Science, Coding and Junk Drawer Robotics.</p> <p>Cost: \$2.00 - \$3.00 per participant</p> <ul style="list-style-type: none"> • STEAM Club Youth explore hands on Science, Technology, Engineering Arts and Mathematics activities, Chanda Hall, Chanda.Hall@uky.edu • Junk Drawer Robotics Chanda Hall, Chanda.Hall@uky.edu • Science in the Kitchen- Youth learn the science behind cooking, Chanda Hall, Chanda.Hall@uky.edu • Robotics <ul style="list-style-type: none"> ▪ EV3 Lego Mindstorm - Louis Milligan, louis.milligan@kysu.edu ▪ Ozobot - Chanda Hall, Chanda.Hall@uky.edu and Patrice Thompson Patrice.Thompson@kysu.edu
Other Programs	<p>Community and Homeschool programs offered in various locations please contact our office (502) 569-2344 for specific information about our 4-H Home Schooling Program, Community Center Programs, Library Programs and Clover Bud Programs.</p>

