

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 TECH-nique, Inc. (hereinafter "Contractor"), with its principal place of business at 10415 Vantage Raod, Louisville, Kentucky, 40299.

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 design and facilitate seven workshop sessions to occur weekly at (12) high schools in Jefferson County Public Schools (JCPS) for up to (10) female ninth grade students for a maximum total of (120) female students. JCPS will provide laptops for the program which will be coordinated through CTE at each participating location and will be retained by that location at the end of the program. Contractor shall provide all other materials, facilitator(s), female seniors from JCPS high schools to serve as assistants, and curriculum. Participants shall be trained on information technology and computer science as related to the technology sector. Workshop session activities shall be agreed upon by the Contractor and Office of Transition Readiness.

### 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:	\$49,140.00
Progress Payments (if not applicable, insert N/A):	Monthly progress payments as billed starting at the end of January 2020
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General fund

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on January 15, 2020 and shall complete the Services no later than June 12, 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 January 15, 2020.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

TECH-Nique, Inc.  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: Alisia McClain  
Founder/CEO

Cabinet Member: Dr. Devon Horton

h.d.  
(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: Educational Specialist

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.**

**Christy Rogers**

Print name of person making Determination

Signature of person making Determination

Alisia McClain DBA Tech-Nique Inc  
Name of Contractor (Contractor Signature Not Required)

**Office of Transition Readiness**

School or Department

**12/2/19**

Date

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

## Program specifics

Below is the logic model for the TECH-nique program:

**Program:** TECH-nique, Inc./JCPS Academies of Louisville

**Situation:** Lack of female representation in the technology concentrations of the JCPS Academies of Louisville

Inputs	Outputs		Outcomes – Impact		
	Activities	Participation	Short	Medium	Long
TECH-nique workshop facilitator	Raspberry Pi workshop	Female ninth grade students from 12 of the Academies of Louisville that are recommended by their teachers	120 hand-selected female ninth grade students receive an experience that is engaging and authentic in the domain of computer science	At least 50% of TECH-nique participants choose IT path in AoL and if they do, they don't experience isolation because they are moving through with cohort formed from TECH-nique.	Increase in participation of females in the technology concentrations of the JCPS Academies of Louisville
TECH-nique paid high school senior assistants	E-textiles workshop		JCPS high school seniors have meaningful employment in technology sector	At least 50% of high school senior TECH-nique assistants choose a college major/career that has some sort of technology component.	Having heard about TECH-nique from personal connections and social media posts of their friends, other females choose TECH-nique and the IT programs of AoL.
10 female ninth grade student participants from 12 schools	3D printing workshop	TECH-nique-employed female seniors from JCPS serving as workshop assistants	JCPS high school seniors serve as near-peer mentors to the ninth graders	All ninth grade participants AND senior assistants report increased CS self-efficacy (as reported in pre- and post-assessments)	Increase in general self-efficacy of participant/assistants, having participated in a domain where they are typically not represented.
Tri-weekly workshops	App prototyping workshop	TECH-nique facilitator(s)	Participants are able to see people who look like them (facilitator(s) and assistants), thus increasing their sense of belonging	All ninth grade participants AND senior assistants report increased sense of belonging in CS (as reported in pre- and post-assessments)	
TECH-nique curriculum	App programming workshop		Increased understanding of technology as a medium of expression and societal problem-solving		
Laptops given to participants at end of program	Cognimates (A.I.) workshop				
	Website/resume development workshop				
	End of program parent/teacher/administrator/community showcase				
<b>Assumptions</b> Students will be open to participation, funding will be provided, laptops will be donated			<b>External Factors</b> Participants must be transported from school to their home after the program OR program takes place during the school day (logistics of implementation must be determined)		

The program, designed specifically for the Jefferson County Public Schools' Academies of Louisville, includes direct correlation with the Kentucky Academic Standards for Computer Science:

- The tactile activities correlate with specific Algorithms and Programming standards (found in italics after each session description below).
- The program design directly aligns with the Impacts of Computing Standard through a series of discussions in each session (outlined below)



## **Executive Summary**

### Introduction to the problem

The technology industry is severely lacking in the number of female graduates in the field of computer science, as only 18% of computer and information science degrees are received by females (Bureau of Labor and Statistics, 2015). This issue begins long before students pick their major in college, manifesting itself as early as middle school. This issue proliferates in high school, with females comprising only 19% of AP CS test-takers. The Academies of Louisville, a new and innovative way of connecting JCPS students to real-world, authentic learning experiences in high school, is experiencing a shortage of females in their IT concentrations. Even though it is open to all JCPS students, thereby providing equal access, girls still aren't choosing IT.

### TECH-nique's mission

TECH-nique, Inc.'s mission is to provide a unique computer science learning experience specifically designed for underrepresented groups, to address the sociological barriers that limit their participation. Our founder is a third-year PhD student in Educational Leadership, Evaluation, and Organizational Development, studying the factors that influence the participation of underrepresented groups in the field of computer science. By first examining the extant literature to determine the factors that influence this underrepresentation, we designed a program that seeks to mitigate those factors, issues like low self-efficacy, little to no sense of belonging, and discrimination and stereotypes in the field of computer science.

### TECH-nique's program objectives

In that vein, we propose the following: Over the course of seven sessions at each of 12 Academies of Louisville in the 2019 – 2020 school year, TECH-nique will design and

facilitate workshops for 10 female ninth grade students, for a grand total of 120 students. We have four objectives:

1. Spark the interest of 120 female ninth graders by providing an experience that is engaging, authentic, and meaningful in the domain of computer science, in order to
2. Create a connected cohort of female students, increasing their likelihood of choosing an IT academy and in doing so, move through that experience with a close-knit fellowship of students, one that was fostered by their shared experiences in the TECH-nique program, and
3. Mitigate forthcoming issues of low self-efficacy in the domain by implementing a curriculum that is rigorous, aligned with Kentucky Academic Standards for Computer Science Standards, and introduces technology as a mechanism for societal change. In addition, we
4. Provide meaningful employment to female JCPS high school seniors who graduated from TECH-nique's summer internship in computer science by hiring them as assistants to the facilitator. The goal is to increase their engagement in the field by facilitating their participation as near-peer mentors to the younger participants. Moreover, we want them to have meaningful work experiences in the technology sector to further stoke their interest in the field.