

**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 International Baccalaureate (hereinafter "Contractor"), with its principal place of business at IB Global Centre, Washington D.C. 7501 Wisconsin Avenue, Suite 200 West, Bethesda, Maryland 20814.

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 four (4) online workshops on February 2, 2021 implementing the Middle Years Programme at Highland Middle School. Each workshop will detail the IB learning model in all four (4) core subjects. The four workshop titles are as follows:

MYP-Sciences -Implementing the MYP curriculum-I 0 Participants

MYP-Mathematics-Implementing the MYP curriculum-10 Participants

MYP-Language and Literature-10 participants

MYP- Individuals and Societies-Implementing the MYB curriculum

This contract will also cover IB MYP training for our related arts teachers and administration. They will be billed on a per person flat rate basis. The workshop will be online training on 02/03/2021. There will be a total of 23 participants. The workshops are listed below:

Design: Implementing the MYP curriculum-1 participant

Arts:Implementing the MYP curriculum-3 participants

IB Ed-Developing service learning-1 participant

Language Acquisition: Implementing the MYP curriculum-3 participants

Physical Health and Education: Delivering the MYP curriculum-3 participants

Arts:Implementing the MYP curriculum-2 participants

IB Ed-The role of the librarian-1 participant

Leading the Learning -MYP- 5 participants

IB Ed-Social and emotional learning-3 participants

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:	\$21,900.00
Progress Payments (if not applicable, insert N/A):	N/A
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 February 2, 2021 and shall complete the Services no later than February 3, 2021, 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 administrative findings of 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 20, 2021.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

International Baccalaureate
CONTRACTOR

By: _____

By: M. Costello

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

Title: Matt Costello
Director of Operations

International Baccalaureate
CONTRACTOR

By: K. Hwee

Title: Kian Hwee
Global Financial Controller

Cabinet Member: Amy Dennes

(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 training for International Baccalaureate Schools and it is mandatory to keep our IB status.

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.

Lisa Schneider

Print name of person making Determination

Highland Middle School

School or Department

Lisa Schneider

Signature of person making Determination

Date

12/14/20

International Baccalaureate

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



Dear Stacey,

The workshop cost structure for the training you have requested is below.

Workshop cost

- Event name: **In School Event- Louisville, UNITED STATES- Online Workshop By Request**
- Event date: **02-03-2021**
- Event location: Online/Remote
- Flat fee per workshop: US \$3,000
- Number of workshops requested: **4**
- Estimated total cost to be billed: \$12,000
 - *Invoice to be sent after registration closes January 12 by 17:59 ET).*
 - *Invoice must be paid within 30 days of receipt.*

Request details:

- WORKSHOP TITLE- MYP-- Individuals and societies: Implementing the MYP curriculum
FORECASTED PARTICIPANTS- 10

- WORKSHOP TITLE- MYP-- Language and literature
FORECASTED PARTICIPANTS- 10

- WORKSHOP TITLE- MYP-- Mathematics: Implementing the MYP curriculum
FORECASTED PARTICIPANTS- 10

- WORKSHOP TITLE- MYP-- Sciences: Implementing the MYP curriculum
FORECASTED PARTICIPANTS- 10

Additional considerations:

- **Participant registration deadline:** All participants for the workshop must be provided **January 12** by 11:59pm ET.
- **Workshop participant minimum:** 7
- **Workshop participant maximum:** 25
- **Product description:** This new learning model is asynchronous but has more opportunities for live interaction and some of the learning assignments can be done in real-time. One unique of this new mode is the instant feedback teachers can get from their online facilitator and from their peers.
- **Completion requirements are rigorous.** Teachers will be expected to engage fully and complete all remote assignments in order to receive a certificate. More information on online learning expectations can be found **here**.

Please feel free to reach out to iba.pd@ibo.org with any additional questions.

Best,

IB Professional Development Delivery



The workshop cost structure for the training you have requested is below.

Workshop cost

- o Event name: Online — February 2021
- o Event date: 3 February to 3 March 2021
- o Flat fee per participant: \$450
- o Event location: Online
- o Invoices sent approximately 2-3 business days after registration.
- o Payment is due 30 days from invoice date and must be received at least 21 days prior to the event.

Programme	Workshop Title	Number of Participants Requested	Total cost per workshop (\$)
MYP	Design: Implementing the MYP curriculum	1	450
MYP	Arts: Implementing the MYP curriculum	3	1350
IB Ed	Developing Service Learning	1	450
MYP	Language acquisition: Implementing the MYP curriculum	3	1350
MYP	Physical and health education: Delivering the MYP curriculum	3	1350
MYP	Arts: Implementing the MYP curriculum	2	900
IB Ed	The role of the Librarian	1	450
MYP	Leading the learning - MYP	5	2250
IB Ed	Social and emotional learning	3	1350
Total cost (\$)			9900

Additional considerations:

- **Participant registration deadline:** All participants for the workshop must be registered for the workshop by 13 January 2021 5:00AM EST.
- **Late Registrations:** this may be possible between 13 January 2021 5:01AM EST and 18 January 2021 5:00AM EST. This is not guaranteed, and registrations made during this period will incur an additional charge of \$70 per registrant.
- **Workshop participant minimum:** 4 (from a global cohort)
- **Workshop participant maximum:** unlimited (from a global cohort)
- **Product description:** This new learning model is asynchronous but has more opportunities for live interaction and some of the learning assignments can be done in real-time. One unique of this new mode is the instant feedback teachers can get from their online facilitator and from their peers.
- **Completion requirements are rigorous.** Teachers will be expected to engage fully and complete all remote assignments in order to receive a certificate. More information on online learning expectations can be found [here](#).

Please feel free to reach out to iba.pd@ibo.org with any additional questions.

Best,

IB Professional Development Delivery