

**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 Kinetic West (hereinafter "Contractor"), with its principal place of business at 9238 25th Avenue Northwest, Seattle, WA 98117.

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:

Support the HS Office and core apprenticeship partners (KentuckianaWorks, JCTC, UofL, Microsoft Future of Work, and Family Scholar House) in development of a Youth Apprenticeship System. Objectives include:

1) Determining employer demand for youth apprenticeship in Louisville by developing a survey for local employers to complete and conducting meetings with a small group of local employers. 2) Aligning core partners on a collective vision / aspiration for Apprenticeship and youth apprenticeship in Louisville. 3) Create concrete goals to achieve the community's vision for Apprenticeship in Louisville. 4) Align on roles of various stakeholders and groups to achieve goals. 5) Develop initial apprenticeship program design

parameters (e.g. focus industry(ies), employer supervision model, minimum postsecondary credits, etc.) 6) Develop short and medium-term priorities (or “workstreams”) with designated owners to guide action.

### 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:	\$61,855.10
Progress Payments (if not applicable, insert N/A):	50% of contract (\$30,927.55) due December 15, 2021; 50% of contract (\$30,927.55) due January 19, 2022
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Grant Funds – PAYA

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on December 15, 2021 and shall complete the Services no later than June 30, 2022, 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.

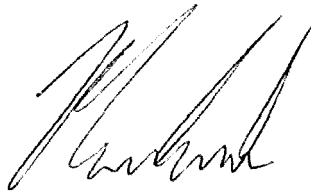
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of December 15, 2021.

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

JEFFERSON COUNTY BOARD OF CONTRACTOR  
EDUCATION

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

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

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

Title: Marc Casale  
CEO

Cabinet Member: Robert Moore

\_\_\_\_\_  
(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: Education Consultant

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. Joseph Ellison, III

Print name of person making Determination

Academic School Division – High School

School or Department

\_\_\_\_\_  
Signature of person making Determination

10/27/2021  
Date

Kinetic West  
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

**Proposal memo: Apprenticeship Kentuckiana System Growth**

*Updated: September 28, 2021*

**What we heard from you:**

- Apprenticeship Kentuckiana and core partners seek to build upon existing efforts to develop a growth plan for youth apprenticeship in Greater Louisville
  - o Core partners include Jefferson County Public Schools, Jefferson Community and Technical College, University of Louisville, KentuckianaWorks, Greater Louisville Inc., The Microsoft Future of Work Initiative, and Family Scholar House
- Apprenticeship Kentuckiana's growth plan will include visioning, short- and long-term goal setting, stakeholder role development (including role of system lead), and future workplanning (via multiple workstreams)
  - o Growth plan development will include a survey and interviews of local employers to assess demand for apprenticeship programs and to broaden understanding of system gaps when designing role for system lead and partner stakeholders
- The first phase of growth plan development will culminate in a retreat (ideally in-person in Charleston, SC before the end of the year)
  - o Retreat will include core partners and may include other stakeholders (e.g. employers, educators, local government officials, etc.)
- If there is sufficient demand among employers and continued interest among partners, Apprenticeship Kentuckiana will begin fundraising for long-term support from Bloomberg and other national funders

**Approach**

We propose a two-phased approach to support Apprenticeship Kentuckiana's growth plan development. The first phase will run through the remainder of 2021 and will provide the key inputs for Apprenticeship Kentuckiana's growth plan. This phase will focus on gathering perspectives and feedback from core partners in advance of the Charleston retreat. At the end of Phase 1, Apprenticeship Kentuckiana will make a "go / no go" decision on whether to continue plan development and apply for long-term funding. Phase 2 will focus on growth plan refinement, implementation, and philanthropy grantwriting.

***Phase 1: Growth plan & Retreat*****Objectives for Phase 1:*****Before retreat***

- Determine employer demand for youth apprenticeship in Louisville by developing a survey for local employers to complete. Survey would assess topics including (but not limited to):
  - o Perceptions of apprenticeship (e.g. value proposition, concerns, perceived barriers, etc.)
  - o "Willingness to pay" for different apprenticeship costs (e.g. youth wages, supervisor wages, program development and administration, education costs [e.g. tuition, supplies, etc.], etc.)
  - o Attractiveness of potential incentives for apprenticeship employers (e.g. tax credit, training wage support, public recognition, technical assistance to host apprentices, etc.)
  - o General interest in becoming an apprenticeship employer including occupations with highest need
  - o Open-ended questions about strengths and gaps in current education-workforce system



*Before and during retreat*

- Develop background understanding of youth apprenticeship models by touring apprenticeship system hosted at Trident Technical College and learning about peer youth apprenticeship programs across the country (e.g. other PAYA grantees, other WBL systems)

*By end of retreat*

- Align on collective vision / aspiration for Apprenticeship Kentuckiana and youth apprenticeship in Louisville
- Create concrete goals to achieve Apprenticeship Kentuckiana vision
- Align on roles of various stakeholders and groups to achieve goals
- Develop initial apprenticeship program design parameters (e.g. focus age range, focus industry(ies), employer supervision model, minimum postsecondary credits, etc.)
- Develop short and medium-term priorities (or “workstreams”) with designated owners to guide action. Examples may include:
  - Determine prioritized programs for piloting (likely within IT / technology sector)
  - Preparing to take advantage of national funding opportunities
  - Employer engagement and recruitment priorities
  - Develop equity plan to prioritize students of color and low-income students
  - Creating coordinated approach to measure and track student outcomes
- Strengthen relationships among youth apprenticeship system partners to develop and grow local youth apprenticeship system

Suggestions for retreat planning

- Invite leaders to Charleston in batches – first focusing on leaders from core partner organizations and asking them to invite a colleague to build greater buy-in
- Conduct 1-on-1 meetings with core partners to test potential role ideas and approach for Charleston retreat
- Survey attendees on their thoughts regarding topics and approach – including questions that will tee-up sessions for Charleston. Illustrative examples:
  - What are the assets and challenges facing the Louisville youth apprenticeship system?
  - What funding / legislative opportunities should Apprenticeship Kentuckiana prepare to take advantage of (e.g. Bloomberg, and others)?
- Create opportunities to build stronger relationships among system partners (e.g. via shared meals, outings, and during retreat working sessions)
- COVID vaccination, testing, and mask protocol to be established prior to inviting attendees

Updated Workplan / timeline*Mid- September – Early October*

- Finalize dates for retreat (likely mid-December before the Holidays)
- Identify priority attendees
- Develop initial draft agenda for Charleston retreat to share with core partners for feedback
- Engage core partners on Apprenticeship Kentuckiana via 1-on-1 meetings to discuss initial thoughts on roles and plans for Charleston retreat
- Identify second tranche of attendees (based on initial recommendations during 1-on-1 meetings)
- Send out invitations to retreat participants

- Create list of employers for 1-on-1 interviews / focus groups (up to 10 employers); draft question guide
- Develop draft employer and attendee surveys

#### *October*

- Complete 1-on-1 calls with core partners
- Refine Charleston agenda including sessions and speakers; begin developing materials for retreat
- Begin logistics planning with Apprenticeship Kentuckiana partners, PAYA, and Trident Technical College (e.g. lodging, food, convening space, etc.)
- Deploy employer and attendee survey
  - Apprenticeship Kentuckiana to develop list of survey respondents and support on reminder emails to ensure adequate sample size
  - Potential to deploy employer survey via Greater Louisville, Inc.
- Conduct interviews / focus groups with up to 10 employers to assess demand, potential barriers, need from system lead, etc.

#### *Late October - November*

- Leverage survey results to develop retreat materials and facilitation approach
- Analyze employer survey results to inform retreat and stakeholder roles within employer system
- Prep session speakers
- Finalize logistics
- Develop and finalize presentation and pre-read materials for retreat

#### *December*

- Facilitate two-day retreat including collecting notes and feedback throughout
  - Mornings in working sessions (9-1a)
  - Afternoons with tours of Trident Tech and apprenticeship employer sites (2-5p)
- Develop next steps and implementation plan following retreat
- Refine scope and approach for Phase 2 based on outcomes from retreat and next steps
  - Decide yes / no for Bloomberg grant application

We propose setting up a monthly or every-other week check-in cadence to discuss progress, challenges, next steps, etc.. These can be conducted via Zoom when discussion is needed or via email when a written update is sufficient.

#### Phase 1 Budget

September – December support: \$92,500

- Of which, \$61,855.10 to support work all planning, logistics, and stakeholder pre-work (i.e. workplan scope through November)
  - Budget does not include facilitation support, planning, or project management for working team meetings
  - Budget assumes KW to support some logistics planning in coordination with PAYA and Trident Technical College (including lodging, food, convening space, activities outside of working sessions).

- *Opportunity to reduce to budget by \$5,000 by reducing KW logistics support to focus only on the working session logistics (rather than other aspects like hotel rooms, transportation, food, any team outings beyond PAYA-planned events).*
- Of which, \$30,614.90 to support two-day retreat facilitation and follow-up, and support for up to 10 employer interviews / focus groups
  - *Opportunity to reduce cost by \$5,000 by reducing the number of interviews or deciding on only ~2 focus groups with employers. Current assumption based on x10 1-hour interviews with employers*
- *Project scope budget of \$92,500 does not include costs for travel or materials. Pending length of retreat, we estimate ~\$2,400 for travel and materials costs for two people*

Proposed payment schedule: 2 equal payments of \$46,250

- First paid in mid-October
- Second paid in mid-December after the retreat

### **Phase 2: Implementation & Grantwriting**

#### **Objectives for Phase 2:**

- Refinement and further detailing of strategic plan based on the priorities / workstreams identified at the retreat
- Stand up core working team of partners stakeholders and designate workstream leads
- Develop strong grant application to submit to Bloomberg and other potential funders to secure longer-term support for Apprenticeship Kentuckiana
- Provide support (e.g. project management, technical assistance, etc.) for prioritized apprenticeship programs identified in Phase 1

#### **Workplan / Timeline**

##### *January*

- Determine grant application requirements for Bloomberg and other potential funders
- Outline approach for grant based on application requirements and develop workplan to gather data inputs
- Develop workplan for priority workstreams and assign workstream leads
- Schedule and begin convening working team

##### **February – March**

- Continued progress against priority workstreams
- Develop draft grant application by end of February for socialization with core partners and initial “test” conversations with Bloomberg and other funders
- Finalize grant application to submit by end of March / beginning of April

#### **Phase 2 Budget estimate**

TBD – budget to be refined based on outcomes and level of support needed to develop grant, coordinate and manage workstreams, etc.