

**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 Pyramid Educational Consultants LLC (hereinafter “Contractor”), with its principal place of business at 350 Churchmans Road, Suite B New Castle, Delaware 19720.

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. This Contract is supplemented by the Vendor’s Memorandum of Agreement and Supplemental Details Form (collectively, the “Vendor Documents”) which are attached hereto as Exhibit A and incorporated herein. In the event of a conflict between the terms of Vendor Documents and the terms of this Contract, the terms of this Contract 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:

Pyramid Educational Consultants LLC (PEC) will provide four days (June 5th & 6th 2023, July 25th & July 26th 2023) of Picture Exchange Communication System (PECS) Level 1 Training for eighty staff members. PEC will also provide eighty pre-bound handout packets and eighty 2nd Edition PECS Training Manuals.

If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation contained in Article V. All other provisions of Article V shall remain the same.

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:	\$21,950
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	1832164-0322-473GL

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on May 24, 2023 and shall complete the Services no later than May 23, 2024, 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 May 24, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Pyramid Educational Consultants LLC
CONTRACTOR

By: _____

By: David Battista 4/26/23

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

Title: David Battista
Director of Operations

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: Educational 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.

Alverta Puckett

Print name of person making Determination

Binet 183

School or Department

Signature of person making Determination

Date

Pyramid Educational Consultants

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



PYRAMID
EDUCATIONAL
CONSULTANTS

Exhibit A

350 Churchmans Road, Suite B
New Castle, Delaware 19720
888.732.7462 TOLL FREE
302.368.2515 PHONE
302.368.2516 FAX

March 10, 2023

Dear Alverta,

The following is the service agreement for your upcoming scheduled PECS Level 1 Training. Enclosed you will find the following forms:

- o **Memorandum of Agreement**
- o **Supplementary Details Form**
- o **Audio Visual Checklist**
- o **Information Worksheet**
- o **Travel Worksheet**

The *Memorandum of Agreement*, *Supplementary Details Form*, *Information Worksheet*, and *Travel Worksheet* will all need to be reviewed, completed, signed, and either faxed or scanned/ e-mailed to my attention in order to secure the dates by **March 31, 2023**. Failure to return all the necessary forms by the date listed above will void any date(s) being held for you.

Once our business office receives all the necessary paperwork, our Client Service Coordinator, Kristina Besaw will be in contact with you to discuss materials and details for the service dates. If you have any questions regarding the logistics for this training, you may contact Kristina Besaw directly at kbesaw@pecs.com or 302.368.2515.

Best Regards,

David Battista
Director of Operations
Pyramid Educational Consultants
350 Churchmans Road, Suite B
New Castle, DE 19720
Phone: 888-732-7462
Fax: 302-368-2516
Website: www.pecs.com
Email: david@pecs.com

Pyramid Educational Consultants

The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities

PREPAYMENT OPTION

We offer a 5% discount for prepaying consulting/training presenter fees. If you fill out the "Prepayment Invoice" section of this contract, we will send you an invoice for the fees and estimated expenses immediately after you return this document. You may prepay for your entire workshop and gain this 5% discount based on the generated invoice. After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

CANCELLATIONS

If the client cancels, for any reason, the client is liable for the entire service fee (presenter fees) and any costs incurred (such as airline tickets) as of the date of cancellation. If Pyramid is able to re-book the date(s) with another client and re-use airline tickets, hotel reservations, etc. the canceling client will be liable only for any difference in service fees and any costs that could not be transferred to the new client.

GROUP SIZE

The maximum size for the PECS Level 1 Training is 40 people. You may not exceed this number without explicit permission to do so.

PRESENTERS/CONSULTANTS

In some cases, it may be necessary to switch presenters or consultants, due to illness, transportation delays, or cancellations. If this is the case, you will be notified as soon as possible.

CONTACT TIME

The PECS Level 1 Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The recommended workshop timeframe is 8:00 am to 4:00 pm but we can accommodate other requests. Participants not receiving the entire 13 hours of contact time shall not receive a Certificate of Completion.

FACILITATOR

The client is responsible for assuring that a facilitator is present for the duration of the workshop. The facilitator or onsite contact must ensure that all audiovisual equipment is set up properly and ready to use, facilitating the sign in and registration process.

ROOM SET UP

We require classroom style seating for all participants, which include table/desk area for writing and ample space for presenters to observe and make recommendations to all participants. Two chairs and two flat worktables approximately 6 feet long, 3 feet wide, and 2.5 feet high are needed in the front of the room for presenter materials. Additional audio-visual equipment is required which is specified below.

AUDIO VISUAL EQUIPMENT

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training. We have included a form in your contract package, which outlines the necessary audiovisual equipment and helpful notes. Please feel free to contact our office if you have any questions regarding the equipment below. Unless otherwise agreed and noted, the client provides, at their expense:

- LCD projector with cables that connect to our computers
- Large Overhead screen which can easily be seen by the entire audience
- Cordless lapel microphones, one for each presenter, that can be used simultaneously
- Mixer and Sound system (amplifier and speakers) capable of interfacing with all of the above

EVALUATIONS

We ask all clients/workshop attendees to complete an evaluation form for our services. In addition to, but not as a substitute for this, clients may ask that their own evaluation form be completed.

PARTICIPANT CERTIFICATES

Pyramid will provide preprinted certificates of attendance 14 calendar days prior to the scheduled workshop start date. The client is responsible for distributing a certificate to each participant. Please note that participants who have missed more than a small amount of the workshop or who leave early are not entitled to receive a certificate. It is the client's responsibility to ensure compliance with this requirement.

_____ CLIENT INITIALS

SUPPLEMENTARY DETAILS FORM

PLEASE RETURN ALONG WITH SERVICE CONTRACT

CONTACT TIME

The PECS Level 1 Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 A.M. or end later than 4:00 P.M. local time. The full 13 contact hours are required for participants to receive a certificate of attendance. Some participants may wish to proceed with the PECS Certification Process, which the certificate of attendance is a required component. Pyramid does not offer partial credited certificates to attendees who have not completed the full 13-hour training. We ask that clients make every effort to ensure the training is scheduled for the full 13 contact hours for the best interest of the participants.

WORKSHOP DATE	WORKSHOP TITLE	ESTIMATED ATTENDANCE	WORKSHOP START TIME	WORKSHOP END TIME
June 5-6, 2023	PECS Level 1 Training	40	8:00am	4:00pm
July 25-26 2023	PECS Level 1 Training	40	8:00am	4:00pm

Please mark the estimated attendance amount in these two cells. →

WEBSITE LISTING

The client may decide whether the scheduled workshop will be open to the public. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. The workshop date will be listed along with the contact information you list below. The client will remain responsible for the registration procedures. Participants may not register through Pyramid for any client-hosted workshop. To access the Pyramid website, visit www.pecs.com.

WORKSHOP DATE/TITLE:	
CONTACT PERSON:	
CONTACT PERSON TELEPHONE:	
CONTACT PERSON EMAIL:	

If you would like for us to post your workshop on our website for the public to register with you, please fill out the table above!

PREPAYMENT OPTION & TAX EXEMPTION

If the client wishes to prepay for this entire workshop and would like for Pyramid to send a "Prepayment Invoice," please fill out the table below, and we will generate and fax/email the invoice to you upon receipt of this signed contract. The prepayment will be based on consulting/training fees and our estimated expenses (materials may be added as well, if desired). After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

PLEASE SEND ME A PREPAYMENT INVOICE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, please continue with this table)
PLEASE INCLUDE MATERIALS IN INVOICE:	<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please respond to the following question)
ESTIMATED NUMBER OF ATTENDEES:	
PLEASE SEND THIS INVOICE VIA:	<input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> OTHER (please note)
PLEASE CHECK BOX IF TAX EXEMPT:	<input type="checkbox"/> YES* <input type="checkbox"/> NO
	*If yes, please include tax exempt certificate for processing

_____ CLIENT INITIALS