

**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 Black Male EDquity Network LLC (hereinafter “Contractor”), with its principal place of business at 5655 Covington Drive, Charlestown, IN 47111-9067 .

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 services to the Comprehensive Coordinated Early Intervening Services (CCEIS) Department to support the work in reducing the significant disproportionality of ECE Black student removals. BMEN will support 5 JCPS schools with their curriculum programming (Emerging Generations Z & A) supporting students from 3rd-12th grade over the course of 32 one-hour sessions over the course of 32 weeks between August 2023 and April 2024 in partnership with JCPS CEIS Dept. Program data report will be presented to stakeholders during school year. There will also be monthly meetings with CEIS leaders and school-based leaders. Program curriculum will include the following four pillars: Identity and Self-Discovery, Entertainment, Social Entrepreneurship, and Cultivating Life Skills.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. 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 insurance 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:	\$125,000
Progress Payments (if not applicable, insert N/A):	Monthly- August 2023- April 2024 (first payment \$50,000 and Sept.- April payments \$9,375
Costs/Expenses (if not applicable insert N/A):	N.A
Fund Source:	EC12123 0322 478IC

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 16, 2023 and shall complete the Services no later than April 30, 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 August 16, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

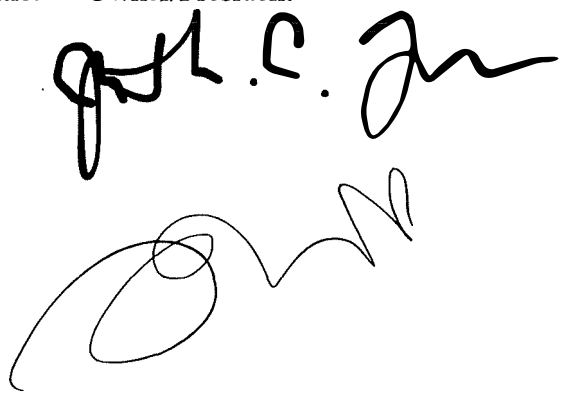
Black Male EdQuity Network, LLC
CONTRACTOR

By: _____

By:  _____

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

Title: Dr. Randy Whetstone
Owner/President



Cabinet Member: Kim Chevalier	_____
	(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.

Jacalyn Williams

Print name of person making Determination

Comprehensive Coordinated Early Intervening Services

School or Department

Signature of person making Determination

Date

Black Male EdQuity Network, LLC

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



BMEN Budget Overview:

Administrative Cost: \$10,300

Cost per session: \$550 (16 sessions x \$550 = \$8,800)

The details below explain and give an overview of the outside work and estimated time spent in preparation of each session.

- Weekly preparation and Artifact development (40 hours)
 - **Identity/Self-Discovery**
 - Completion of Identity Profile (IP) and Black History Figure in Google slides. Students will include parts of data from the open-ended response questions.
 - Students will assess skills/abilities and add as part of their IP.
 - Conduct and behavior will be assessed through questionnaire and reflection exercise.
 - Teacher participation will be encouraged.
 - Journaling life experiences
 - **Entertainment**
 - Interactive group discussion facilitated by BMEN members. Peer-to-peer engagement and discussion/feedback.
 - Topics prepared and to discuss (sports, music, video gaming, film)
 - Topic resources will be utilized to further teach and explain content.
 - Hands-on exercises in classroom, gym, or outside in relation to weekly content
 - Entertaining activities include teamwork and team-building exercises through basketball, football, and soccer.
 - Utilizing media (i.e. music, video clips, podcast, TV shows, movies) to gain a better understanding about weekly content.

- Students will use iPads (provided by BMEN) to create their own music production through Garage band
- Students will use iPads to create short movie clip (2-3 mins) using iMovie
- Research and learn about the development of video gaming (e.g. PlayStation, Xbox, Nintendo, etc.)
 - Exercise: create your own game or gaming console
 - Include and create name, function, and overall design.
- Students will choose an entertainment pillar topic area to potential include to their IP or backpack defense preparation.
- ***Social Entrepreneurship Project (SEP)***
 - Scholars will facilitate an interactive discussion related to the ramifications of poverty in minoritized communities.
 - Community exploration (neighborhood walk around school)
 - Food deserts, equitable employment opportunities, gangs, drug, and alcohol addiction, and feeling hopeless.
 - Journal and reflect on resources provided to mitigate such issues.
 - Tangible artifacts for visual presentations
 - Business pitch competition
 - Business branding
 - Logo and swag design preparation
 - B.M.E.N. will facilitate an interactive activity related to youth advocacy.
 - Develop action letters to City Council representatives.
 - Develop proposal for community engagement events.
 - Develop press release for local news and radio stations.
 - B.M.E.N. and scholars will explore social constructs of race, gender, socioeconomic status, culture, ethnicity, and ability.
 - Interactive activities with open dialogue to follow with guest speakers, etc.
- ***Cultivating Life Skills***
 - Vision board development
 - Career Exploration

- Research careers, salaries, and create roadmap to reach this destination
 - Health/Wellness activities
 - Physical, financial, mental, social, emotional
- Data Collection (32 hours)
 - *Pre/Post Assessment*: This assessment will measure the impact and significance of the BMEN mentorship program for students. Students will share how their experiences and relationships with Black male doctors was beneficial to their academic, behavioral, and personal well-being. (Questions are in Appendix A)
 - *Open-ended Response Questions*: Open-ended questions will be administered at the beginning of the program around identity and self-discovery and health/wellness. (Questions are in provided in separate Appendix if needed)
- Weekly Engagement with students and teachers (Optional)
 - Additional days a week or bi-weekly to observe classroom experiences with students and to provide round-about relationships with teachers and administration.
 - *Tutoring*
 - Tutor students periodically throughout the 16-week term where there are subject matter struggles
 - *Backpack defense support*
 - This support will be provided to students in a transitional grade level. Support can be around public speaking, eye contact when presenting, content expertise, managing anxiety, etc.
- Report Findings (10 hours)
 - An end-of-semester report will be given to school administration and teachers. The report will provide general findings from data collection and overall BMEN mentorship evaluation and input provided by students and teachers.
- End of year Culminating Project (2 hours)
 - This will be an assembly or presentation before each students' grade level, teachers, and administrators
 - Presentation of awards, swag, and certificates are presented by BMEN
- Travel (96 hours)
 - Round-trip to schools
 - Travel to vendors
 - Discuss vision for swag items, etc.
 - Food pick up (if applicable)
 - Awards pick-up

- Certificate pick-up

Note: The BMEN budget excel spreadsheet includes projected hours for each administrative area mentioned above.

Mentors and Guest Speakers: \$1,500

- Mentors will be additional BMEN members. Mentors will go through a rigorous interview and hiring process based on BMEN principles. Recruiting will be conducted primarily at the University of Louisville and other colleges and universities in search of undergrad and graduate students.

Guest Speakers:

- Guest speakers will come to speak and facilitate a session around one of the four topic areas mentioned above.
 - Speaker names, bio, and educational background (Provided in separate Appendix if needed)

10 mentors/guest speakers x \$150 = \$1,500

Materials: \$2,200

Field Trips: \$675

- Options include, but are not limited to:
 - Muhammad Ali Center
 - Metro Hall
 - Roots 101 Museum
 - Local businesses
 - College tour
 - Sporting events
 - Etc.

Resources: \$350

- Software
- Supplies
- Technology
- Etc.

Textbooks: \$250

- $\$250/20$ (students) = \$12.50 per book
- Books to be chosen by mentors and students.

Swag Materials: \$488

- T-shirts (\$15 x 20 students = \$300)
 - Students create t-shirt design as part of SEP pillar.

Food: \$438

- 1-2 food rewards given for student progression and production.
- Breakfast or Lunch
- Discussion around healthy foods and health/wellness during life skills month

Note: Some items in the Materials section of budget maybe covered by school.

Total = \$12,500/semester (\$25,000 per academic year)