

**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 C2 Strategic Communications LLC (hereinafter “Contractor”), with its principal place of business at 911 Blankenbaker Pkwy. Louisville, KY 40243.

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:

C2 Strategic Communications will serve as Agency of Record on behalf of JCPS to develop and place advertising in the following channels and outlets:

Out of Home (OOH) and Broadcast Media-Each tactic allows us to reach the masses within the community.

TV - Broadcast TV plays a crucial awareness role and maintains a foothold in our marketing efforts with a sensory appeal. Focus of placement will be within the highest rated programming, particularly within news, prime access and prime time within the Louisville DMA.

Radio - Focus of radio placement will be within the highest rated programming and genre will be based on reaching specific audience sets to include Black and Hispanic audiences.

OOH - Billboard advertising complements our digital and broadcast efforts, adding an extra layer of our multi-touchpoint communication. Placement will be focused on the main thoroughfares within the Louisville Metro area.

Streaming TV

Connected TV - The Louisville DMA has experienced nearly 50% in cord cutters. Digital TV reaches specific demographics and geographic areas with targeted messaging while they are viewing highly rated programs such as local news, prime access and prime time programming. While we have the ability to reach the Louisville DMA, we can be even more specific in budget allocation for highest need / highest volume areas.

In addition to traditional creative, streaming TV allows us to specifically reach diverse communities and utilize content that intentionally mirrors our audience.

Display, Social (Meta, YouTube), GeoTargeting

Utilizing these tactics allow us to reach specific targeting parameters, to include specific geographic and demographic efforts. Additionally, social efforts encourage sharing opportunities for expanded organic reach. Lastly, GeoTargeting will allow us to place a virtual perimeter around singular locations such as job fairs and specific employers for high-intensity marketing efforts.

Local Print

The immediate nature of print advertising is to extend an ability to bring about an action, particularly with those who find the local publication as a valid resource of information. C2's recommendation is focused on the use of two Hispanic publications for extension of reach within this niche audience.

Strategic communications planning: C2 Strategic will work with the JCPS communications team to develop a multi-layered communications and marketing plan with key milestones, core messages, target audiences, stakeholder advocates, and strategies and tactics for reaching all audiences. This starts with a kickoff meeting with JCPS and C2. Deliverable: communications plan, within 1 week of kickoff meeting

Internal communications: C2 Strategic will hold weekly calls with the JCPS team to discuss updates and coordinate outreach. Frequent emails and phone calls will also be part of internal communications. Deliverable: Weekly 60-minute call with reporting (can move to twice a month after campaign launch); regular emails for planning

Website content development and support: In coordination with JCPS, C2 Strategic will provide content and images for the dedicated driver recruitment website JCPSbusdrivers.com. We will also assist in placing a pixel on the page to track referral traffic and visit statistics. Deliverable: SEO-optimized language for driver recruitment website; pixel placement

Research: C2 may plan and execute two focus groups to better understand motivating factors among current bus drivers and potential applicants. These qualitative conversations will guide messaging and may include recording testimonials from current drivers for use in future ads. Deliverable: two (2) focus groups before March 15 to drive messaging; submitted report of analysis

Event support: C2 will join JCPS at the next two recruitment events to support event execution as well as evaluate effectiveness of campaign; the team will make recommendations on event layout, signage and attendee surveys. Deliverable: event planning, survey development and analysis

Reporting dashboard: C2 will work with the JCPS communications team to create reporting dashboards for all campaign-related marketing functions, including website traffic, social media engagement and applicable paid media performance. These tools will survive the bus driver campaign and can be used for future JCPS marketing work. Deliverable: measurement tools such as Google dashboards and training on use

Social media: C2 Strategic will coordinate with JCPS' digital team to provide written content, visuals and graphics for use on existing website and social media channels. Deliverable: monthly social media calendar; up to 4 posts/week

Video: C2 Strategic may develop up to four videos highlighting bus driver testimonials for use on the driver website, social media and digital advertising. Deliverables: up to four social media-ready testimonial videos

Graphic Design: C2 Strategic's creative team will develop a cohesive brand treatment for this campaign and a series of evergreen, organic social media content to support the campaign while adhering to the JCPS brand standards. Deliverables: multi-sized creative for traditional and digital applications

Key stakeholders database: C2 Strategic will develop and routinely update a database with contact information for our primary target audiences. We will work with project partners to broaden and build this database. Deliverable: key stakeholder database, updated monthly

Direct communications materials: In-person recruitment efforts with partners like local Chambers, professional associations and workforce development agencies will help introduce JCPS driver opportunities to broader audiences.

C2 Strategic will draft, update, revise and design communication pieces for target audiences, including fact sheets, leave-behinds, talking points and presentation materials for stakeholders at the direction of JCPS. Templates will also be developed for shared use by project leaders as needed. Deliverables: fact sheets, talking points, presentation decks, etc.

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:	Not to exceed \$250,000
Progress Payments (if not applicable, insert N/A):	Pay as invoiced
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CC11749-0349- (No Project)

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on February 15, 2024 and shall complete the Services no later than May 1, 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 on March 05, 2024 to be effective as of February 15, 2024.

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

JEFFERSON COUNTY BOARD OF EDUCATION

C2 Strategic Communications CONTRACTOR

By: _____

By:  _____

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

Title: Chad Carlton
CEO

Cabinet Member: Carolyn Callahan _____
(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: Only local company available to provide all specific services in timeframe required.

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.

Heather Brennan

Print name of person making Determination

Communications and Community Relations

School or Department

Signature of person making Determination

Date

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



**Bus Driver Recruitment Campaign
Strategic Communications Proposal**

February 2024



PROJECT SUMMARY

JCPS is launching an intensive campaign to attract new school bus drivers. With above-average wages and benefits, flexible scheduling and compensated training, a targeted recruitment campaign should reach new untapped audiences who are qualified to transport JCPS students.

A high percentage of current JCPS bus drivers are over 60 years old and nearing retirement age. Previous recruitment efforts have yielded fewer viable candidates for a variety of reasons (scheduling, physical and drug screenings) but adjustments in some controllable factors should expand the potential talent pool.

The spring recruitment campaign will include three in-person application events, with the first scheduled for February 10.

An additional challenge is public understanding and assumptions of serving as a JCPS bus driver. The first day of school busing issues combined with unfavorable media coverage of student behavior mean many potential drivers may have negative connotations about JCPS and transport.

JCPS seeks a communications partner to guide campaign communications strategy and execution to target qualified potential drivers in a multi-county area and drive them to apply for a position.

SCOPE OF WORK

- **Strategic communications planning:** C2 Strategic will work with the JCPS communications team to develop a multi-layered communications and marketing plan with key milestones, core messages, target audiences, stakeholder advocates, and strategies and tactics for reaching all audiences. This starts with a kickoff meeting with JCPS and C2.
Deliverable: communications plan, within 1 week of kickoff meeting
- **Internal communications:** C2 Strategic will hold weekly calls with the JCPS team to discuss updates and coordinate outreach. Frequent emails and phone calls will also be part of internal communications.
Deliverable: Weekly 60-minute call with reporting (can move to twice a month after campaign launch); regular emails for planning
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Deliverable: SEO-optimized language for driver recruitment website; pixel placement
- **Research:** C2 may plan and execute two focus groups to better understand motivating factors among current bus drivers and potential applicants. These qualitative conversations will guide messaging and may include recording testimonials from current drivers for use in future ads.
Deliverable: two (2) focus groups before March 15 to drive messaging; submitted report of analysis

- **Event support:** C2 will join JCPS at the next two recruitment events to support event execution as well as evaluate effectiveness of campaign; the team will make recommendations on event layout, signage and attendee surveys.
Deliverable: event planning, survey development and analysis
- **Reporting dashboard:** C2 will work with the JCPS communications team to create reporting dashboards for all campaign-related marketing functions, including website traffic, social media engagement and applicable paid media performance. These tools will survive the bus driver campaign and can be used for future JCPS marketing work.
Deliverable: measurement tools such as Google dashboards and training on use
- **Social media:** C2 Strategic will coordinate with JCPS' digital team to provide written content, visuals and graphics for use on existing website and social media channels.
Deliverable: monthly social media calendar; up to 4 posts/week
- **Video:** C2 Strategic may develop up to four videos highlighting bus driver testimonials for use on the driver website, social media and digital advertising.
Deliverables: up to four social media-ready testimonial videos
- **Graphic Design:** C2 Strategic's creative team will develop a cohesive brand treatment for this campaign and a series of evergreen, organic social media content to support the campaign while adhering to the JCPS brand standards.
Deliverables: multi-sized creative for traditional and digital applications
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C2 Strategic will draft, update, revise and design communication pieces for target audiences, including fact sheets, leave-behinds, talking points and presentation materials for stakeholders at the direction of JCPS. Templates will also be developed for shared use by project leaders as needed.

Deliverables: fact sheets, talking points, presentation decks, etc.

AGREEMENT

C2 will provide public relations services as outlined above for JCPS for a total contract of **\$19,900** beginning February 15, 2024 to May 1, 2024.

If new strategies, tasks or opportunities emerge outside of the above scope, C2 will work with the JCPS team to amend this agreement with a mutually approved scope and cost **(\$190/hour)**.

C2 will provide an invoice each month, which shall be payable within 30 days. A detailed narrative is available upon request. JCPS is responsible for paying all attorney fees and expenses, court costs and any other costs incurred by C2 to collect any overdue balances.

Effective January 1, 2023, Kentucky has imposed a 6% sales tax on certain services. Any C2 services subject to sales tax will be itemized on the invoice, along with the sales tax.

Outside services may be subcontracted by C2 under the direction of JCPS. Such costs will be listed as a separate line item on the monthly invoice. Creative materials will be maintained for 24 months after the end of contract term.

If required, any out-of-town travel, lodging and out-of-pocket expenses will be billed at cost without markup as a separate line item on the monthly invoice. Documentation for reimbursable expenses is available on request.

This agreement will remain in force from the date of signing through December 31, 2024. This agreement may be terminated by either party with 30 days' notice. JCPS agrees to pay C2 for any previously approved work at the time of termination.



Chad Carlton
CEO
C2 Strategic Communications

Jefferson Co. Public Schools

Feb. 15, 2024
Date

Date

Billing Information (to be completed by client):

Primary Contact: _____
Phone: _____

Email: _____

Secondary Contact: _____
Phone: _____

Email: _____

Finance Contact: _____

Email: _____

Phone: _____

PO Number (if applicable): _____

Street Address, City, State and ZIP:

C2 Strategic strongly recommends payment via ACH transfer. A representative from our finance team will contact your appointed billing representative to confirm the payment method upon signature of this contract.

Initial to authorize billing contact: _____