

**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 Fund for the Arts (hereinafter "Contractor"), with its principal place of business at 623 W. Main Street, Louisville, KY 40202.

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:

Fund for the Arts Scope of Work:

- Facilitate and engage multidisciplinary programs to support Elev8 Student Learning Centers.
- Collaborate with the Elev8 staff, students, and families to support other focus areas including Academic Services, Counseling, Empowerment, Family and Community Partnerships, Advocacy.



-Arrange for students and families to receive a 2024 Cultural Pass.

Programs facilitated by the Fund for the Arts include the following components of the preliminary Elev8 schedules.

**ELEMENTARY:**

FFTA Enrichment:

-Monday - Friday

-60 minutes per day

**MIDDLE/HIGH:**

FFTA Enrichment

-Monday - Friday

-60 minutes per day

Fund for the Arts, together with engaged artists and organizations, will assist with developing Elev8 operational resources including:

-Art Supplies

-Other resources as needed

Fund for the Arts will provide the Teaching Artist & Organization Directory, from which Elev8 will select teaching artists and organizations for the Elev8 program.

After consultation with Elev8, the Fund for the Arts will replace an artist at the request of Elev8 during the mid term if the teaching artist is not in compliance with the Elev8 Fund for the Arts document attached herein.

Fund for the Arts will engage artists and organizations for the 2024 summer session (June), two four-week residencies and for the 2024-25 academic school year, three six-week residences per semester, six residences per academic school year to provide opportunities for the students to experience the arts and to allow for development of relationships and trust throughout the school year.

The Elev8 Fund for the Arts document is attached and incorporated herein by reference. The artists will adhere to the requirements and other pertinent information described in the Elev8 Fund for the Arts document.

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:                                   | \$202,400          |
| Progress Payments (if not applicable, insert N/A): | <u>N/A</u>         |
| Costs/Expenses (if not applicable insert N/A):     | <u>N/A</u>         |
| Fund Source:                                       | 9901118-0349-VSNXA |

ARTICLE IV  
Term of Contract

Contractor shall begin performance of the Services on June 3, 2024 and shall complete the Services no later than May 30, 2025, 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 08, 2024.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

FUND FOR THE ARTS  
CONTRACTOR

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

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

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

Title: Andre Kimo Stone Guess  
President & CEO, Fund for the Arts

|   |
|---|
| Cabinet Member: <u>Katy DeFerrari</u> _____<br>(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: Artists

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.**

Alicia Averette

Print name of person making Determination

Elev8 Student Learning Centers

School or Department

  
Signature of person making Determination

3/7/24  
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







(502) 890-7781  
2500 W. Broadway  
Louisville, KY 40211

Welcome to the Elev8 Student Learning Center we are ecstatic to bring you and your team on board! Together we will prioritize academic success, and create strong ties among families, students, schools, and the community. Below you will find a few Elev8 requirements and pertinent information in addition to your JCPS contract as we move forward with this wonderful partnership.

- All Fund for the Arts (FFTA) teaching artists will complete the JCPS Background checks.
- The Fund for the Arts (FFTA) teaching artists can not bring another person(s) with them to Elev8.
- Fund for the Arts (FFTA) classes will be held in the Success Room and the Greatness Room:
  - Please make sure the Greatness Room is repositioned like this [Photo](#) at the end of each day. Any changes will need administrative approval.
  - Please make sure the Success Room is repositioned like this [Photo](#) at the end of each day. Any changes will need administrative approval.
  - The rooms will be unlocked and locked by Elev8 staff daily
- Teaching artists will park in the teacher parking lot, which is in the back of the building, walk around to the front of the building to use the Broadway entrance to enter the building, and sign in on the FFTA sign in sheet found in front of POD 1 each day.
  - Elev8 created ID badges will be made and issued only to the lead teaching artist for each class. No more than 2 Elev8 created ID badges will be given out. Please see the secretary for this particular ID badge. The Elev8 created ID badge doesn't give access to the building; it is only used as an identifier so that those that have one can use the back doors (exit 5 & exit 6) closest to the parking lot and not have to walk around to the Broadway entrance. The Elev8 created ID badge will allow teaching artists the ability to come to either exit 5 or exit 6, show their badge, and be allowed in. Teaching artists can access the building at 1:00 PM each day as needed (JCPS will not be responsible for any overtime).

- All FFTA teaching artists will either wear a shirt displaying their Logo or a company badge to the Center each day for identification purposes.
- Teaching artists may use the JCPS guest link to access Wi-Fi.



(502) 890-7781  
 2500 W. Broadway  
 Louisville, KY 40211

- FFTA classes will:
  - consist of no more than 25 students per session.
  - follow the Elev8 Master Schedule.
  - have an Elev8 staff member in attendance during each FFTA session. Elev8 staff will handle behaviors but may ask the teaching artist to give a short incident report as needed. Elev8 staff will handle emergency drills, student illness, and student injuries but may ask the teaching artists to help complete an incident report.
- Elev8 will be notified immediately if a teaching artist is running late by calling 502-890-7781 and emailing all members of the Administrative Team:
  - Principal
  - Counselor
  - Family Outreach Coordinator
  - Secretary
- In the event that a teaching artist is absent FFTA will make every effort to send a replacement teaching artist.
- Teaching artists will use the restrooms located in the World Changers Hallway when students are not using them.
- Elev8 students cannot be photographed or videoed by the teaching artist.
- FFTA must receive district approval before sharing any Elev8 information.
- Due to this being a leased space please keep in mind the prohibited materials list: paint, permanent markers, liquid glue, glitter, confetti, and any supplies that will stain/damage/destroy/or ruin carpet/walls/tables/chairs/furniture.

- Due to this being a leased space please make sure that nothing is ever placed on the walls and that students and furniture stay clear from touching the walls.
- Students can never go outside.



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 2500 W. Broadway  
 Louisville, KY 40211

- Incentive plans must be discussed and approved by the Principal before implementation. All snacks and candy given as incentives must be discussed and approved by the Principal before distributed to students (food can only be eaten by students in the cafeteria). if approved all snacks must be purchased at the grocery store.
- All concerns must be addressed to the Principal or any member of the Administration Team, they are to never be discussed with our Elev8 teachers or other Elev8 staff members.
- Teaching artists will receive prior approval from the Elev8 Principal or Administration Team before showing any movies/video clips/or any form of media.
- Teaching Artists will provide weekly lessons that will provide a description of the activities for the upcoming week. Lessons will be broken down by day and turned in every Friday for the following week. [Lesson Plan Example](#).
  - Student assignments/activities must be aligned with the [JCPS Holiday Guide](#).
  - Each teaching artist's class must end with a final product that students can take with them (a few examples: Group Dance, Student created painting, or a student created book).
- A member from FFTA will provide the Principal with an end of 6 week report. The report will include:
  - Dates (Example: May\_\_ through June \_\_)
  - Topic Description
  - Links or pictures displaying what students completed