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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 Interactive Applications, Inc. DBA SolidProfessor (hereinafter "Contractor"), with its principal place of business at 1495 Pacific Hwy. Suite 300 San Diego, CA 92101.

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 software licenses for SolidProfessor CAD Software to various schools. Purchase orders for licenses shall be entered by each participating school. SolidProfessor software license pricing is attached and incorporated herein by reference.

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:	Contract amount shall not exceed $4,000 per participating school
Progress Payments (if not applicable, insert N/A):	Each participating school will submit invoices after license is purchased and will be paid for by the school.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various School Budgets

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on May 13, 2020 and shall complete the Services no later than May 13, 2021, 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 findings of substantiated 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 13, 2020.

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

JEFFERSON COUNTY BOARD OF EDUCATION	Interactive Applications, Inc. DBA SolidProfessor CONTRACTOR
By: _____	By: _____*Luke Smith*_____
Martin A. Pollio, Ed.D.	Luke Smith
Title: Superintendent	Title: Office Operations Manager

<table>
<tr><td>Cabinet Member: Dr. Kermit Belcher</td><td>KEB
(Initials)</td></tr>
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JCPS

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: <u>Software License</u>

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

   State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

   State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

   State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

   State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

   Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

   State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Dr. Lisa Revel
Print name of person making Determination

Technology Division
School or Department

Lisa Revel   *4/22/20*
Signature of person making Determination   Date

Interactive Applications DBA Solid Professor
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

Contract – Software Licenses.2.12.2020   7

SolidProfessor Proposal for
Jefferson County Public Schools

About SolidProfessor

Since 2004, SolidProfessor has been at the forefront of the technology revolution that is transforming how students learn. Using the most advanced technologies and instructional design techniques, we deliver world-class educational content to young engineers, designers, architects, manufacturers, and fabricators. We work closely with faculty to ensure that our products support the most innovative STEM-based teaching initiatives. We are dedicated to providing students with the cutting-edge skills and knowledge they need to advance and succeed in their chosen field of study.

Today's Challenges in Education

Schools today know they need effective curriculum and resources to create successful STEM programs. Instructors need more than just textbooks to cultivate creativity through the powerful design software at their disposal. A few areas of concern for many schools are:

- Keeping pace with rapidly changing technology
- Finding quality eLearning resources
- Providing customized learning experiences instead of "one size fits all" instruction
- Offering meaningful, high-quality professional development for instructors
- Increasing student engagement
- Working within limited budgets
- Creating curriculum aligned with state or national standards

SolidProfessor provides a solution to these challenges with resources that help instructors deliver engaging instructional content through a simple online learning platform, complete with tools to assign lessons, track progress, and test students.

Creating an Engaging Learning Experience

Think back to your favorite teacher. Do you remember the experience of learning from them and the environment they created in the class? Now, imagine getting dropped off at a public library that has thousands of books with the same information taught in your favorite teacher's class but no one to guide you through the experience of learning it. How do those different experiences affect how you learn?

With every course we create, through video, hands-on activity, workshop, case study, or an assessment we create an effective and engaging learning experience. With each course, we want our learners to feel as engaged and inspired as they did with their favorite teachers.

Key Challenges

The following key objectives and goals.

- Create a blended curriculum for teaching CAD/CAM/BIM software within the program.
- Provide a wide range of curriculum via SolidProfessor's extensive repository of professional level video tutorials to help students utilize common industry CAD, CAM, and/or BIM functionality.
- Help students build a foundation of CAD, CAM, and/or BIM skills that will serve them throughout their academic careers, provide a foundation for higher level courses, and prepare them to enter the professional workforce with industry-level preparedness.
- Provide CAD, CAM, and/or BIM curriculum from fundamentals to intermediate and advanced topics.
- Create a self-paced format for students to learn fundamentals at their own speed.
- Offer an easy-to-use method for tracking student progress within the curriculum provided, i.e., video tracking, assignment completion, and reporting. This can be achieved within the teacher platform provided by SolidProfessor (included at no cost to the school).
- Certification Prep

Online Learning Platform

Through SolidProfessor's web-based platform, the learning experience is enjoyable and effective.

- Instructors assign lessons and add additional class or lab resources
- Instructors can track progress of students through the course and assess their skill improvement with intuitive reports.

Assign Lessons

For each class, select course topics to easily create a custom curriculum for groups of students.

- Click to select entire courses or individual lessons
- Add skills assessments to measure retention
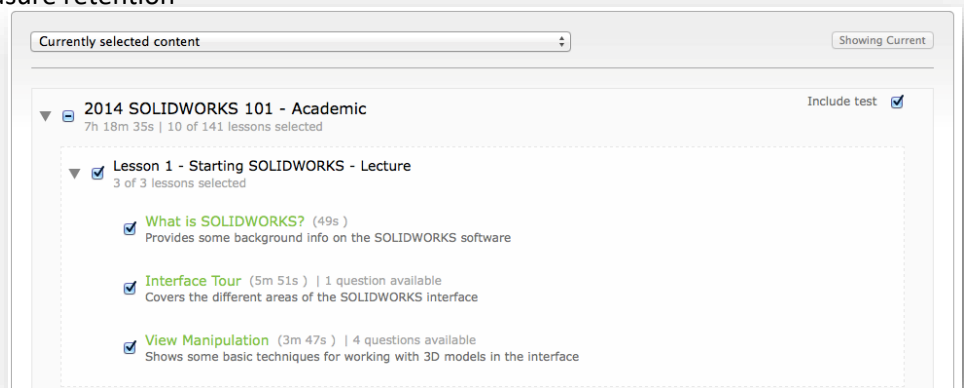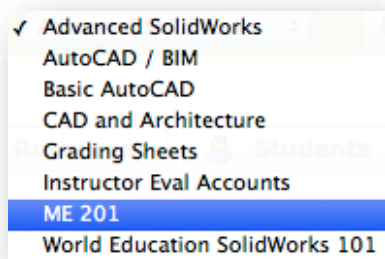
- Upload class documents and resources to accompany SolidProfessor lessons.
  - o Upload any file type (.pdf, .doc, .xls, etc.)
  - o Edit, rename, and organize documents quickly and easily
  - o Automatically assign documents to each student
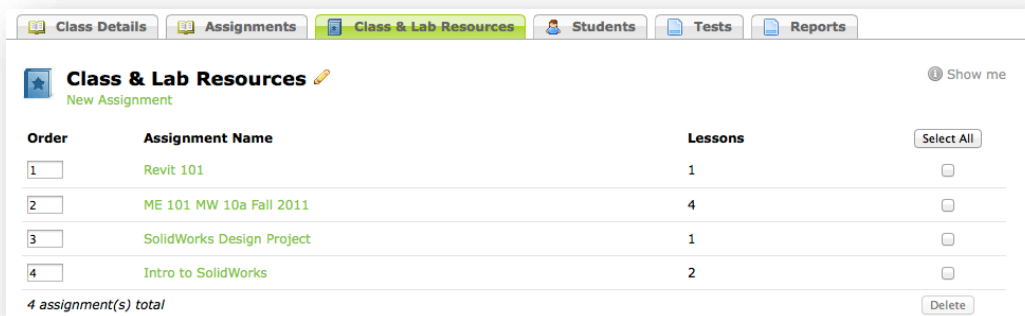
The Student Experience

- Students navigate SolidProfessor through simple and effective tools
- Responsive interface is easy to use on mobile devices, tablets, and laptops
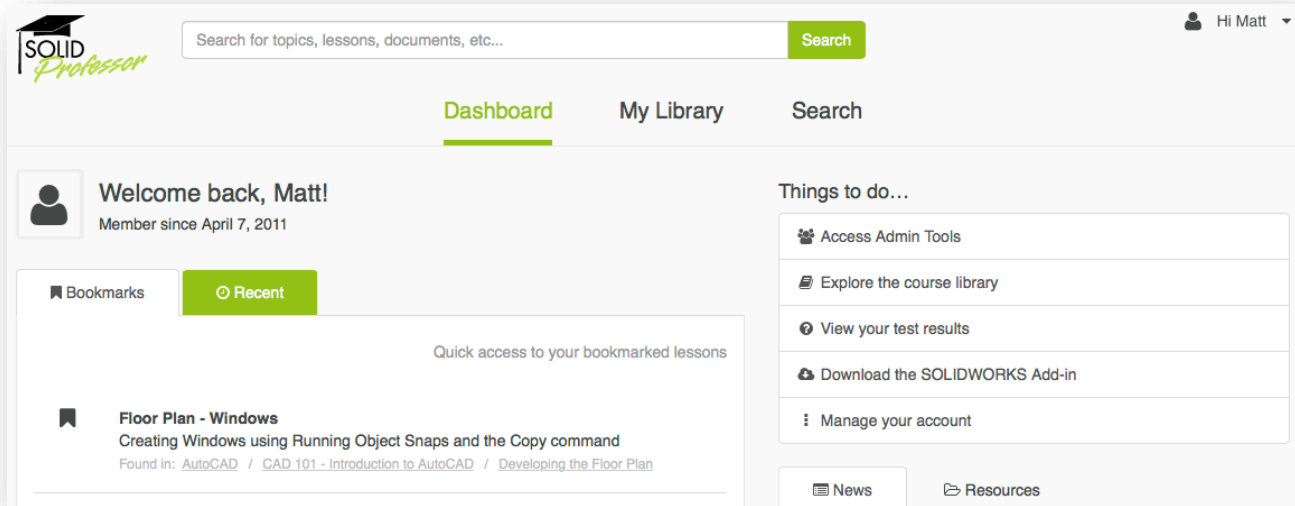
Track, Assess, and Reinforce

- Instructors have administrative privileges to track different aspects of student usage and progress:
  - Number and percentage of lessons viewed
  - Specific lessons viewed
  - Skills assessment test results

Track Progress, Increase Engagement

Identify skills gaps with in-line assessment tests, Pre & Post-Tests

Report

- Create reports showing the progress of each student or class
    - Generate HTML or Excel reports
    - View detailed information on both class and individual test scores and progress

Courses On
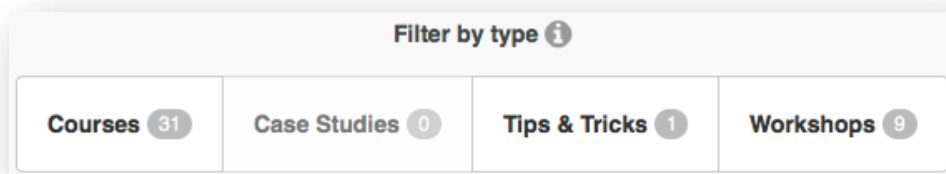
Getting Started:

SolidProfessor's web-based system provides instant deployment – nothing to install, configure, upload, or maintain. The responsive platform means you and your students can use SolidProfessor on any device to take advantage of unlimited access to SolidProfessor with no limit on amount of video views.

When you adopt SolidProfessor as required resource, you receive a complimentary instructor license, and students receive a 12-month membership and retain access to SolidProfessor even after the course is over. Student licenses cannot be shared, gifted, re-sold, or transferred.

SolidProfessor Education Pricing
SolidProfessor's enrollment fee is priced competitively with other resources on the market. The price per student for a SolidProfessor education license varies based on student enrollment:

The price **per school site** is $3,500 per year for unlimited access. Additional discounts can apply to multiple year contracts. Another option is per student pricing for schools with lower numbers of students.

1-Year Unlimited Subscription **per school site**

Length of Subscription	Students	Product Description	Total Price
1 year	Unlimited	SolidProfessor Site Education License – 100+ hours of project-based coursework, video instruction, and hands-on exercises for CAD/CAM/BIM Software.	$3,500
		Total	**$3,500**

OR

Per Student Pricing
1-30 students $75 per student
30+ students $65 each

Josh Perrell
SolidProfessor/
(Signature) _____   DATE: 4/6/20_____

About SolidProfessor

SolidProfessor is an easy-to-manage online education platform that provides instructors with a proven method to improve their students' design skills.

The SolidProfessor approach is not a theory; it's a tried and true learning formula that has made significant impact in people's lives.

- Located in San Diego, CA
- SOLIDWORKS Solution Partner & Authorized Autodesk Development Network Partner
- 150,000+ members world-wide
- Available in 14 languages