

14

**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 Discovery Education, Inc. (hereinafter "Contractor"), with its principal place of business at 4350 Congress Street, Suite 700, Charlotte, NC 29209.

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 supersedes Discovery Education Standard Terms of Services and License referenced and entered into via Order Form Ref. No. Q-289054, which has been agreed to and executed by the Board, but where this contract is silent, DE's terms of service govern. The Standard Terms of Services and License can be found at https://s3.amazonaws.com/www.discoveryeducation.com/wp-content/uploads/2019/11/k-12-tcs-SMM_08152019_191025.pdf. 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. In the event of a conflict between any provision of the Discovery Education Standard Terms of Services and License and 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 five (5) professional learning sessions for up to 25 teachers on the topics of: Building the Groundwork for a STEM Culture: Collaborating and Communicating, Creativity and Critical Thinking, Reflection of Growth, and Collaborating and Communicating to Grow the STEM Culture. Contractor shall provide professional development job-embedded coaching sessions for ten (10) teacher leaders and two (2) administrators focusing on the four C's of STEM. Additionally, participants will have access to STEM Science X digital resources, STEM Leader Retreat, STEM Family Night Event and a designated partner success consultant. Location and time of the sessions will be determined by the Grace James Academy Principal and the Contractor. In the

event that the Board determines that it is impractical or impossible for in-person services to occur, Contractor may provide these Services remotely using video conferencing technology as necessary.

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:	\$68,450
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Title IV

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2020 and shall complete the Services no later than June 30, 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 or Contractor’s regular subcontractors.

In the event that a subcontractor is used in the performance or completion of this Contract, that subcontractor shall be subject to all terms, obligations, and duties of Contractor under this Agreement the same as if the services were being performed by Contractor themselves. Contractor takes full responsibility for all work performed by any subcontractor and agrees to indemnify and defend the Board against any and all claims made by any subcontractor concerning or related to this Agreement.

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 third party 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 third party 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.

The Services shall be performed by Contractor or Contractor's regular subcontractors.

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, 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, 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 ten (10) 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. 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

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 with prior written notice to the Contractor once per calendar year, 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 June 24, 2020.

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

JEFFERSON COUNTY BOARD OF EDUCATION

Discovery Education, Inc.

CONTR

DocuSigned by:
Travis Barrs

June 5, 2020

By: _____

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

Title: Travis Barrs
Chief Operations Officer

Cabinet Member: Dr. Carmen Coleman

(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

State the type of service: **Discovery Education will provide specialists and consultants to conduct professional development, program planning, and on-site coaching.**

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

State the item(s): N/A

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): N/A

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

State the location: N/A

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: N/A

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

State the items: N/A

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.

Ronda Cosby
Print name of person making Determination

DS
SH

Grace James Academy
School or Department

Ronda Cosby

Date _____ May 1, 2020 _____

Signature of person making Determination

Discovery Education
Name of Contractor (**Contractor Signature Not Required**)

_____ Requisition Number

DS
kl

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations





Order Form

Subscriber: JEFFERSON COUNTY SCHOOL DISTRICT

Address: PO BOX 34020 LOUISVILLE, KY 40232-4020

Term: 7/1/2020 to 6/30/2022

Period 1

Qty	Services	Start Date	End Date	per	Price	Annual Investment
1	STEM Launch Event	7/1/2020	6/30/2022	Day	\$6,000.00	\$6,000.00
1	STEM Family Night	7/1/2020	6/30/2022	Day	\$6,500.00	\$6,500.00
17	STEM PD	7/1/2020	6/30/2022	Day	\$3,000.00	\$51,000.00
TOTAL:						\$63,500.00

Period 2

Qty	Services	Start Date	End Date	per	Price	Annual Investment
17	STEM PD	7/1/2020	6/30/2022	Day	\$3,000.00	\$51,000.00
1	STEMtastic Saturday	7/1/2020	6/30/2022	Day	\$6,500.00	\$6,500.00
TOTAL:						\$57,500.00



This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions (Standard Terms) constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

JEFFERSON COUNTY SCHOOL DISTRICT

By: Ronda Cosby
(Signature Required)

Discovery Education, Inc.

By: [Signature]
(Signature Required)

Title: Principal

Title: COO

Printed Name: Ronda Cosby

Printed Name: Travis Barrs

Date: 5-5-20

Date: May 6, 2020

Billing Entity: JEFFERSON COUNTY SCHOOL DISTRICT

Billing Entity Address: 3332 Newburg Road
Louisville, KY 40218

Billing Entity Phone Number: 502-485-3240 (Title 1 office)

Ref. No. Q-289054

EXHIBIT A

Description of Professional Learning Services ± STEM Jefferson County Public Schools

Audience	Professional Learning Components
<p>STEM Launch Event: STEMify Your School</p> <p>Maximum 125 Participants per Session</p> <p>Total: 2 PD Specialists</p>	<p>This Launch Event provides a forum for site-level leadership and STEM Teacher Leader Collaborative members to come together to deepen their understanding of the vision and goals for the STEM Teacher Leader Collaborative implementation. This event is intended to generate excitement, shared leadership and commitment as school teams begin translating big ideas and goals into manageable, actionable steps. The group will also participate in STEM hands-on experiences and align their expectations with all levels of leadership.</p>
<p>STEM Professional Learning Modules: The 4Cs STEM Classroom</p> <p>Five (5) Sessions (up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>Discovery Education STEM PD Specialists will instruct participants in how to build and apply their knowledge and skills in creating STEM classrooms that include the 4Cs through the following professional learning course sequence:</p> <ul style="list-style-type: none"> • STEM PD 1: Building the Groundwork for a STEM Culture • STEM PD 2: STEM Culture: Collaborating and Communicating • STEM PD 3: STEM Culture: Creativity and Critical Thinking • STEM PD 4: Building a STEM Culture: Reflection of Growth • STEM PD 5: Collaborating and Communicating to Grow the STEM Culture
<p>Learning Lab Instructional Support</p> <p>Ten (10) Sessions (up to 6 hours per Session)</p> <p>Maximum 4 STEM Teacher Leaders per Session</p> <p>Total: 10 PD Specialists</p>	<p>A Discovery Education STEM PD Specialist will work directly with STEM teacher leaders in each school to provide instructional support on how to:</p> <ul style="list-style-type: none"> • Implement the 4Cs in their classroom; • Utilize STEM Connect effectively to drive STEM teaching and learning; • Engage students through collaboration, communication, critical thinking and creativity; • Focus on the effective use and integration of technology; and, • Create relevant real-world connections with a focus on STEM using Discovery Education Experience.
<p>Administrator Instructional Support Two</p> <p>(2) Sessions (up to 6 hours per Session)</p> <p>Maximum 1 Administrative Team per Session</p> <p>Total: 2 PD Specialists</p>	<p>Discovery Education STEM PD Specialists will work with the administrative leadership team within 1 school on how to continue to set STEM goals, implement STEM teaching and learning throughout classrooms in their school and build a STEM culture. Through these instructional support sessions, Discovery Education STEM PD Specialists will collaborate with the building level team to identify look fors and next steps to create and build a STEM culture.</p>
<p>STEM Family Night</p> <p>1 Event(s)</p> <p>Total: 2 PD Specialists</p>	<p>STEM Family Nights will give students of all ages and their parents the opportunity to experience hands-on activities using STEM digital content and practices. The Discovery Education STEM PD Specialists will provide pre-event planning support to the educators hosting the event and assist the educators in the facilitation of the event.</p>
<p>Period 2</p> <p>Administrator Instructional Support Two</p> <p>(2) Sessions (up to 6 hours per Session)</p> <p>Maximum 1 Administrative Team per Session</p> <p>Total: 2 PD Specialists</p>	<p>Discovery Education STEM PD Specialists will work with the administrative leadership team within 1 school on how to continue to set STEM goals, implement STEM teaching and learning throughout classrooms in their school and build a STEM culture. Through these instructional support sessions, Discovery Education STEM PD Specialists will collaborate with the building level team to identify look-fors and next steps to create and build a STEM culture.</p>
<p>STEM Professional Learning Modules: Problem-Driven Learning</p> <p>Five (5) Sessions (up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>Discovery Education STEM PD Specialists will instruct participants in how to build and apply their knowledge and skills in creating Problem-Driven STEM classrooms through the following professional learning course sequence:</p> <ul style="list-style-type: none"> • STEM PD 6: Revisiting Real World Challenges of STEM • STEM PD 7: Designing Interdisciplinary STEM Instructional Cycles • STEM PD 8: Solving to Communicate with STEM • STEM PD 9: Linking the Interdisciplinary Approach • STEM PD 10: Sustaining the STEM Culture

<p>Learning Lab Instructional Support</p> <p>Ten (10) Sessions (up to 6 hours per Session)</p> <p>Maximum 4 STEM Teacher Leaders per Session</p> <p>Total: 10 PD Specialists</p>	<p>A Discovery Education STEM PD Specialist will work directly with STEM teacher leaders in each school to provide instructional support on how to:</p> <ul style="list-style-type: none">• Implement problem-driven STEM teaching and learning in their classroom;• Utilize STEM Connect effectively to drive STEM teaching and learning;• Engage students through collaboration, communication, critical thinking and creativity;• Focus on the effective use and integration of technology; and,• Create relevant real-world connections with a focus on STEM using Discovery Education Experience.
<p>STEMtastic Day</p> <p>1 Event(s)</p> <p>Total: 2 PD Specialists</p>	<p>This event will provide students and parents with the opportunity to experience the ‘Eureka’ of STEM while simultaneously showcasing local STEM careers. The event will include a large group STEM activity as well as rotating hands-on and digital explorations. The Discovery Education STEM PD Specialists will help to facilitate this event with assistance from local educators.</p>