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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 Scenario Learning, LLC d/b/a Vector Solutions (hereinafter "Contractor"), with its principal place of business at 4890 W. Kennedy Boulevard, Suite 300, Tampa, FL 33609. This Contract between the Board and the Contractor modifies the Vector Solutions Teachpoint Software as a Service Client Agreement (the "Client Agreement") and the Teach Point/Vector Solutions Proposal (the "Proposal"). For the avoidance of doubt to the extent of any conflict between the Client Agreement and this Contract and/or the Proposal and this Contract, this Contract shall control.

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, together with the Vector Solutions Teachpoint Software as a Service Client Agreement attached hereto as Exhibit 1, the Teach Point/Vector Solutions Proposal attached as Exhibit 2, Contractor's Certificate of Insurance attached as Exhibit 3, and the Data Sharing/Use Agreement attached as Exhibit 4, 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 the Teach Point PD Tracking solution which provides a comprehensive professional development tracking web application service platform (a professional development tracking solution) with Jefferson County Public Schools and shall provide assistance with the implementation, integration, and support of product (see the Proposal attached as Exhibit 2).

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:	Shall not exceed \$68,561.70
Progress Payments (if not applicable, insert N/A)	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CA12053-900XV

ARTICLE IV Term of Contract

This Contract shall become effective on the date of the last signature ("Contract Effective Date") at which time the Contractor will begin implementation. The Service Period will begin on March 15, 2021 and shall continue through March 14, 2022, unless this Contract is modified as provided in Article VIII. This Contract shall not automatically renew.

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.

LIMITATION OF LIABILITY: EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8.1 IN THE CLIENT AGREEMENT (INDEMNIFICATION) AND INDEMNIFICATION HEREINBELOW: (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT OR ITS NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

INDEMNIFICATION: Subject to the limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto as Exhibit 3, 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, to the extent proximately caused by the Contractor 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 and the Board shall not be entitled to any refund of fees upon 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 thirty (30) 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 Board specific custom 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 such Board specific custom 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

Upon not less than ten (10) days prior written notice, the Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services and once per contract year during the Term of the Contract and once per calendar year after the end of the Term. 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 the date of the last signature below.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR Scenario Learning, LLC d/b/a
Vector Solutions

By: _____

A red circular stamp with a white 'C' is positioned to the left of the signature 'Joel Petersen'.

By: _____

Date: _____

Date: 2/19/2021

Name: Martin A. Pollio, Ed.D.
Title: VP of Sales

Name: Joel Petersen Title: Superintendent

Cabinet Member: Dr. Carmen Coleman

(Initials)

Attachments

- Exhibit 1 - Vector Solutions Teachpoint Software as a Service Client Agreement
- Exhibit 2 - Teach Point/Vector Solutions Proposal
- Exhibit 3 - Contractor's Certificate of Insurance
- Exhibit 4 - Data Sharing/Use Agreement

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: Education Specialist: Software License

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.

Ms. Tara Isaacs

Print name of person making Determination

Professional Learning Department

School or Department

Signature of person making Determination

Date

Scenario Learning, LLC d/b/a Vector Solutions

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

Exhibit 1**Vector Solutions TeachPoint Software as a Service Client Agreement**

This Vector Solutions TeachPoint Software as a Service Client Agreement (the "**Agreement**"), effective as of the date noted in the attached Schedule A (the "**Effective Date**"), is by and between Scenario Learning, LLC D/B/A Vector Solutions ("**Vector Solutions**"), an Ohio limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**") and governs the purchase and ongoing use of the Services described in this Agreement.

1. SERVICES. Vector Solutions shall provide the following Services:

1.1. Access and Use. Subject to the terms and conditions herein and Client's payment of the Fees, Vector Solutions will provide Client a nonexclusive, non-transferable, revocable authorization to remotely access and use the TeachPoint software as a Service: (i) on Vector Solutions' application server over the Internet, (ii) transmit data related to Client's use of the Service over the Internet, and (iii) download and use the TeachPoint mobile device application software ("Services"). Vector Solutions will provide accounts for Client's users on the application server ("Named Users"), for storage of data and use of the Service. The number of Named Users (defined below), start of service, and duration, are shown on the attached Schedule A. For avoidance of doubt and unless otherwise provided in Schedule A as a "site specific" authorization, authorizations are granted on a "one user per one authorization basis" and once granted, are not transferable to other users. The ability to use the Services may be affected by minimum system requirements, such as Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to display its content and coursework for access and use by Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. Help Desk. Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and a Help Desk five (5) days per week at scheduled hours.

1.4. Technical Support. Vector Solutions will supply customer support via email and phone regarding the Service, to the Client, on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays.

2. CLIENT'S OBLIGATIONS, COMPLIANCE.

2.1. Compliance. Client shall be responsible for Named Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. Client will use the Service only for its internal business operations and will not permit the Service to be used

by or for the benefit of anyone other than Client. Client will not have the right to re-license or sell rights to access and/or use the licensed Service or to transfer or assign rights to access or use the Service, except as expressly provided herein.

2.3. Client may not modify, translate, reverse engineer, decompile or create derivative works based upon the Service. Client agrees to use the Service in a manner that complies with all applicable laws including intellectual property and copyright laws. Vector Solutions expressly reserves all rights not expressly granted to Client herein.

2.4. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

2.4.1 Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Schedules and Statements of Work appended thereto, and within the direct business relationship with Client.

2.5. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

3. FEES AND PAYMENT.

3.1. Fees. Client will pay for the Service in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term as well as any Renewal Terms, shall be increased by 3.0% per year. Annual license fees are due at the beginning of each 12-month period of service.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Vector Solutions will invoice Client in advance according to the frequency stated in Schedule A. All invoices are due and payable thirty (30) days after invoice date ("**Due Date**"). Any undisputed fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service by Vector Solutions. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3. does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether Federal, State, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

3.5. Named Users and Additional Users. A "**Named User**" is defined as Client's employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder. If Client's active user accounts exceed the number of Named Users during the term of this agreement, Client must pay for the additional Users, based on the cost schedule described on the attached Schedule A. Adjusted license fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period.

3.5.1. Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

3.6. Data Storage Fees. The Service includes up to 10GB of data storage for Client data. If the Client uses storage above 10GB, the Client must pay Vector Solutions for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, technology, mobile application, the course content, and the Services provided by Vector Solutions (collectively the "**Vector Solutions Intellectual Property**"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "**Feedback**"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The TeachPoint name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the Vector Solutions Intellectual Property in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (c) embed the Vector Solutions Intellectual Property into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third-party suppliers; or (e) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.3. Client Content. Client will be the owner of all content created and posted by Client. Client will also be the

owner of all content created and posted by the Vector Solutions on behalf of the Client, including but not limited to evaluation forms added to the system as part of support services provided by the Vector Solutions.

4.4. Third-Party Content. Client is responsible for proper licensing of, and assuming liability for, copyrighted material which they post on the system, or is posted on the system by Vector Solutions on behalf of the Client. This includes but is not limited to copyright protected evaluation forms and other materials from third-parties. If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD-PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term (" **Term**") indicated in Exhibit A. Upon expiration or early termination pursuant to Section 5.2 (Termination for Cause) below, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping.

5.2. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

5.3. Notice. All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

5.4. Effect of Termination. The Client will have thirty (30) days after the effective date of termination or expiration of this Agreement to export their data using the software tools provided, or to request their data from the Vector Solutions. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, Vector Solutions has no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Client data, unless legally prohibited.

6. WARRANTY AND DISCLAIMER.

6.1. Mutual Representations and Warranty. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such party in accordance with its terms.

6.2. Vector Solutions warrants the Service is developed and will be provided in conformity with generally prevailing industry standards. Client must report any material deficiencies in the Service to Vector Solutions in writing within thirty (30) days of Client's discovery of the defect. Client's sole and exclusive remedy for the breach of the above warranty will be for Vector Solutions to provide access to replacement Service within a commercially reasonable time.

6.3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.4. No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY.

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT OR ITS NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Client infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. All data pertaining to Client disclosed to Vector Solutions in connection with the performance of this Agreement and residing on Vector Solutions' application server will be held as confidential by Vector Solutions and will not, without the prior written consent of Client, be disclosed or be used for any purposes other than the performance of this Agreement. Vector Solutions will safeguard the confidentiality of such data using the same standard of care that Vector Solutions uses for its own confidential materials. This obligation does not apply to data that: (a) is or becomes, through no act or failure to act on the part of Vector Solutions, generally known or available; (b) is known by Vector Solutions at the time of receiving such information as evidenced by its written records; (c) is hereafter furnished to Vector Solutions by a third-party, as a matter of right and without restriction on disclosure; (d) is independently developed by Vector Solutions as evidenced by its written and dated records and without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by Client. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

9.2. Client acknowledges that the Service and other data on Vector Solutions' application server, and mobile

device application, embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Vector Solutions. Client will safeguard the right to access the Service and other software installed on Vector Solutions' application server using the same standard of care that Client uses for its own confidential materials.

10. MISCELLANEOUS.

10.1. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs, including reasonable attorneys' fees, from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.2.1 Public Entity Governing Law. With respect Clients hereunder who are public entities, such as public schools and universities, and to the extent required by law, this Agreement shall be construed and enforced in accordance with the laws of the state in which the public entity Client is located.

10.3. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.4. No Waiver and Modification. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.5. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.6. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.7. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. The Parties do not intend to confer any right or remedy on any third-party under this Agreement.

This Space Intentionally Left Blank – Signature Page Immediately Follows

Scenario Learning D/B/A Vector Solutions, LLC

Jefferson County Public Schools

4890 W. Kennedy Blvd., Suite 300

3332 Newburg Rd.

Louisville, Kentucky 40218-4020

Tampa, FL 33609

IN WITNESS
WHEREOF,
the parties
have
executed this
Agreement
by their
authorized
representatives as of the

last date set forth below.

By:

Printed Name: Joel Petersen

Printed Name: Martin A. Pollio, Ed.D.

Title: VP of Sales

Title: Superintendent

Date: 2/19/2021

Date:

By:

 *Joel Petersen*

Client Agreement/Schedule A

Date: 02.11.2021

Pricing valid through **March 9, 2021**

Client Information

Client Name: Jefferson County Public Schools	
Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020	
Primary Contact Name: Tara Isaacs	Primary Contact Phone: 502-485-3011

Term

Effective Date: 3.15.2021	Term (months): 12
----------------------------------	--------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tara Isaacs			
Billing Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020		Billing Phone: 502-485-3011	
Billing Email: Tara.isaacs@jefferson.kyschools.us	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term. The Software Service includes up to 10GB of data storage for Client data. If Client uses storage above 10GB, the Client must pay Scenario for the extra storage used, based on the rate of \$5 per month for each additional 10GB of storage space

required, or portion thereof. Fees for additional storage will apply beginning of the month the additional storage is used and accrue monthly.

Product	Description	Minimum Named Users	Annual Price Per User	Total
TeachPoint PD Tracking – Certified FT	Certified FT	6,738	\$5.25	\$35,374.50
TeachPoint PD Tracking – Substitutes	Substitutes	3,593	\$3.20	\$11,497.60
TeachPoint PD Tracking – Classified	Classified	6,778	\$3.20	\$21,689.60
Total:				\$68,561.70

Grand Total (including Implementation & Training):

\$68,561.70

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Exhibit 2 Teach
Point/Vector Solutions Proposal



TeachPoint



Professional Development Tracking Solution

Proposal for Jefferson County Public Schools

Prepared by:



Education

**Brigita Novickis / Senior Regional Sales Manager
2135 Dana Ave., Suite 300 Cincinnati, OH 45207**

Phone: (513) 531-0123 Email: brigita.novickis@vectorsolutions.com

**Easily Manage Professional Growth and
Performance Across Your District**

About Vector Solutions, Creators of TeachPoint

The TeachPoint Educator Evaluation and Professional Development Tracking solutions were created by [Vector Solutions \(http://www.vectorsolutions.com/\)](http://www.vectorsolutions.com/), a leader in eLearning and performance support. Vector Solutions provides award-winning SaaS solutions for the education, architecture, engineering, construction (AEC), industrial, facilities management, public safety, and IT industries. Our education-specific brands for the K-12 and Higher Education markets include [TeachPoint \(http://www.goteachpoint.com\)](http://www.goteachpoint.com), [Exceptional Child \(http://www.exceptionalchild.com\)](http://www.exceptionalchild.com), [SafeSchools \(http://www.safeschools.com/\)](http://www.safeschools.com/), and [SafeColleges \(http://www.safecolleges.com/\)](http://www.safecolleges.com/).



Why TeachPoint?

We believe that every student deserves a great education. That's why we've built **customizable online solutions** that simplify your **educator evaluation** and **professional development tracking** processes, which can improve educator effectiveness and save you valuable time and money.



Educators consistently rank TeachPoint tools as easier to use than other solutions. Here's why:

- **Anytime, Anywhere Access** - Our web-based solutions put important data at your fingertips from any device, at any time.
- **Increased Efficiency** - Seamlessly manage observations, evaluation documents, evidence, PD events, and reports in one central online location.
- **Actionable Reports** - A variety of reports can be customized to provide valuable data to drive decisions and coaching conversations.
- **Seamless Implementation** - Our Client Success Team will ensure your success with our solutions during implementation and with ongoing support.



Confidential and Proprietary

Empowering Educators with Solutions that Improve Professional Growth and Teaching Effectiveness

We're proudly serving these districts and thousands more who've made us their trusted partner for managing professional growth and performance.

We look forward to working with Jefferson County Public Schools, too.



Confidential and Proprietary

Online Professional Development Tracking Solution

Manage Your PD Online and Increase Efficiency

The TeachPoint **Professional Development Tracking Solution** helps busy administrators plan, manage, and track professional development activities. Our customizable solution makes it easy to create events, streamlines communication, and simplifies the entire process.



Improves Organization

- Easily schedule, manage, and track all your school or district professional development activities or events for educators, administrators, and staff, in one central online location.
- Manage educator recertification credits.
- Manage staff PD budgets.
- Valuable administrator reports for easy tracking.
- Electronic Sign-In for PD events.

Streamlines Communication

- Easily manage and approve credits and auto-generate and distribute certificates of attendance.
- Gather feedback from attendees to generate a Feedback Summary report.
- Send email reminders and event updates to attendees.

Customizable to Your Needs

- Design, build, and publish unique event templates.
- Create customized feedback forms.
- Flexible event workflows to meet your needs. **Integrates with Educator Evaluation**
- TeachPoint also offers an online Educator Evaluation Solution for teacher and staff evaluation that can be easily integrated with your PD Tracking Solution.
- You'll have exactly what you need to foster collaboration, manage growth and performance, and strengthen teacher and staff development.
- Ask me for more information about how our solution automates the evaluation process and puts valuable data at your fingertips.

What Our Customers Are Saying

"The TeachPoint PD Tracking Solution offers everything educators need to manage the entire professional development process."

Julie Keefe

***Director of Curriculum, Instruction, and Professional Learning Hampden-Wilbraham
Regional School District, MA***

Confidential and Proprietary

Vector Solutions | TeachPoint

Date: February 11, 2021

Pricing valid through March 9, 2021

Client Information

Client Name: Jefferson County Public Schools	
Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020	
Primary Contact Name: Isaacs	Primary Contact Phone: (502) 485-3011 Tara

Term

Effective Date: 03/15/2021	Initial Term (months): 12
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tara Isaacs			
Billing Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020		Billing Phone: (502) 485-3011	
Billing Email: tara.isaacs@jefferson.kyschools.us	PO#: PO Required	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
TeachPoint Online PD Tracking Web Application Service - Annual			

Subscription (FT Certified)	6738	\$5.25	\$35,374.50
TeachPoint - Classified Staff PD Tracking Tool - Annual Subscription	6778	\$3.20	\$21,689.60
			*Total: \$68,561.70

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Product	Quantity	Price	Sub Total
TeachPoint Online PD Tracking Web Application Service - Annual	3593	\$3.20	\$11,497.60
Subscription (Active and Retired Subs)			

***Total:** \$68,561.70

***Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

Confidential and Proprietary

Contractor's Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 33%;">PHONE 727 -522-7777</td> <td style="width: 33%;">FAX 727 -521-</td> <td style="width: 33%;"></td> </tr> <tr> <td colspan="2">(A/C, No, Ext):</td> <td>2902 (A/C, No):</td> </tr> </table> E-MAIL certificates@w3ins.com ADDRESS: <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A : Great Northern Ins. Co.</td> <td>20303</td> </tr> <tr> <td>INSURER B : Chubb Custom Ins. Co.</td> <td>38989</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	PHONE 727 -522-7777	FAX 727 -521-		(A/C, No, Ext):		2902 (A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Ins. Co.	20303	INSURER B : Chubb Custom Ins. Co.	38989	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
PHONE 727 -522-7777	FAX 727 -521-																				
(A/C, No, Ext):		2902 (A/C, No):																			
INSURER(S) AFFORDING COVERAGE	NAIC #																				
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED RedVector.com, LLC (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	REDVCOM-01																				

COVERAGES

CERTIFICATE NUMBER: 641667959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR . AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> GE <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT- LOC OTHER:	Y		36051315	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		73606230	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> OCCUR			78188424	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 10,000,000

<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000	
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	71754615	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH- ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional E&O Cyber Liability		D94928059	11/1/2020	11/1/2021	Per Claim/Agg Per Claim/Agg Cyber Retention		5,000,000/5,000,000 5,000,000/5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: TargetSolutions Learning, LLC; Convergence Training LLC, SimplyDigi.com, Inc.; Scenario Learning, LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; NFORMD.NET LLC; Clear Pond Technologies Inc.; Casino Essentials LLC; IGCIP, LLC; CrewSense, LLC; Halligan, Inc.; Medteq Solutions CA Ltd, Industrysafe, LLC; LiveSafe, Inc.

Professional E&O Retroactive Date: 10/19/2011

Board of Education of Jefferson County is additional insured as respects to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept
3332 Newburg Road
Louisville KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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AGENCY CUSTOMER ID: REDVCOM-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

of

Page _____ 1
1

AGENCY Wallace Welch & Willingham, Inc.		NAMED INSURED RedVector.com, LLC (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Board of Education of Jefferson County is additional insured with respect to Auto Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

Exhibit 4
JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

Scenario Learning, LLC d/b/a Vector Solutions

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("JCPS"), and *Scenario Learning, LLC d/b/a Vector Solutions*, a limited liability company organized under the laws of Ohio. ("Services Provider") describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services under the Contract for the Procurement of Professional Services (the "Services Contract") entered into between the Parties and to which this Agreement is attached as Exhibit 4. This Agreement between JCPS and the Services Provider modifies the Vector Solutions Teachpoint Software as a Service Client Agreement (the "Client Agreement") and the Teach Point/Vector Solutions Proposal (the "Proposal"). For the avoidance of doubt, to the extent of any conflict between the Client Agreement and this Agreement and/or the Proposal and this Agreement, this Agreement shall control.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of as of the date of the last signature below and will terminate when the services contract referenced above terminates, unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of the above referenced Services Contract between JCPS and Services Provider on the Contract Effective Date stated therein. TeachPoint PD Tracking Solution as set forth in Article II of the Services Contract.
2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights

and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. JCPS shall disclose to Services Provider, confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above and Services Provider has a legitimate educational interest for access to such education records. The confidential data, including student and non-student information to be disclosed, is described in a document attached to this agreement as **Attachment A**. Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and included in an amendment to the services contract described in Paragraph B.1 above.
4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Services Provider to JCPS.

C. CONSTRAINTS ON USE OF DATA

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.
2. Services Provider will not contact the individuals included in the data sets without obtaining advance written authorization from JCPS.
3. Services Provider shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
4. Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by JCPS to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:
 - a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS.
 - c. Require all employees, contractors, and agents of Services Provider to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the services contract described in Paragraph B.1 above.
 - e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Upon JCPS's prior written request, destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date of such request.
3. Services Provider shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Services Provider becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Services Provider shall use all reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate

remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.

4. Services Provider shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data.
5. Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above. Nothing in this Agreement shall be construed to authorize Services Provider to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
6. Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;
 - e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - f. Ensuring that all staff accessing data sign a nondisclosure statement, attached as **Attachment B (Vector Solutions Non-Solicitation, Non-Competition and Confidentiality Agreement)**, and maintain copies of signed statements;
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and

- i. Installing anti-virus software to protect the network.
7. If Services Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. (the "Act"), Services Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
 - b. As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
 - c. Services Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

8. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
- a. Services Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Services Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
 - b. Pursuant to KRS 365.734(2), Services Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
 - c. Pursuant to KRS 365.734(2), Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - d. Pursuant to KRS 365.734(3), Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).
9. Services Provider shall report all known or suspected breaches of the data, in any format, to Dr. Kermit Belcher, Chief Information Officer. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, a breach of hard copies of records, etc.); (5) a description of the information lost or compromised; (6) the controls in place to prevent unauthorized use of the lost or compromised information; (7) the number of individuals potentially affected; and (8) whether law enforcement was contacted.
10. Services Provider shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement and upon JCPS written request. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
11. For purposes of this Agreement and ensuring Services Provider's compliance with the terms of this Agreement and Services Provider's Privacy Policy set forth at <https://www.vectorsolutions.com/privacy-policy/> (the "Privacy Policy") and such state and federal laws to the extent applicable to the Services being provided hereunder, JCPS may submit data requests to Service Provider Client Support at: Support@GoTeachPoint.com or 1-866-202-9455, XT.2. To the extent of any conflict between the Privacy Policy and this Agreement, this Agreement shall control.

12. Services Provider acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.
13. Services Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Services Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

14. JCPS acknowledges that Services provider does not maintain ISO27001 or SOC2 certification. Notwithstanding, the Parties agree that during the term of this Agreement and upon request, a current SOC2 certification shall be furnished by the Service Provider's then current third-party hosting services provider (currently Rackspace, Inc.), subject to JCPS entering into a Non-Disclosure Agreement with such third-party hosting services provider.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to JCPS are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to Services Provider.

No payments will be made under this Agreement by either party. Any payments to Services Provider will be made under the services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver the data described in **Attachment A**.

G. LIABILITY

Subject to the limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, Services Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Services Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "Claims"). Services Provider agrees to hold

harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
 - a. By either party in the event of a material breach of this Agreement by another party provided however, the breaching party shall have thirty (30) days to cure such breach and this Agreement shall remain in force.
 - b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason and the Board shall not be entitled to any refund of fees upon such termination for convenience by the Board.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, within thirty (30) days of the termination the confidential information and upon JCPS written request shall be returned or destroyed within thirty (30) days of the termination and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11. If this Agreement terminates at the end of the term described in Section A, within thirty (30) days after the end of the term, upon written request of JCPS Services Provider shall return or destroy all confidential information and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including but not limited to shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer. If new materials are developed during the term of the services contract described in Paragraph B.1 above, ownership and copyright of such will be governed by the terms of the services contract.

J. MODIFICATION

No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

JCPS reserves the right to review Services Provider's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Services Provider to perform in a manner that meets or exceeds the stated Service description in Article II of the Services Agreement for JCPS shall serve as grounds for termination of this Agreement, subject to Service Provider's right to cure under Section H.1.a. of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider access to personally identifiable information from its education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or Claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or Claims in any other courts.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance remaining provisions of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, 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.

Q. RELATIONSHIP OF PARTIES

JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement. Notwithstanding the foregoing, Service Provider may freely assign or transfer any or all of its rights without JCPS's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

AGREED:

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Boulevard, Suite 300 Tampa,
FL 33609

BY:  Joel Petersen _____

Name: Joel Petersen

Title: VP of Sales

Date: 2/19/2021 _____

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

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

Superintendent

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

List all data fields which will be shared

The required user data fields are: First Name, Last Name, Username, Email. Optional fields are driven by the district.

Attachment B

Vector Solutions Non-Solicitation Non-Disclosure Agreement



Vector-Solutions
Non-Solicitation Non