

# 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 Curriculum Associates, LLC (hereinafter "Contractor"), with its principal place of business at 153 Rangeway Road, North Billerica, MA 01862.

## WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

## ARTICLE I

### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the applicable sections of the Board's Procurement Regulations currently in effect and available at <https://www.jefferson.kyschools.us/sites/default/files/modelprocurement.pdf> (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 to various schools under this Contract to access Contractor's *i-Ready*® Assessment and Personalized Instruction Math and Reading, including *i-Ready*® Learning Teacher Toolbox Access Math and Reading + Writing. Contractor agrees to provide the Board with the licenses detailed in Price Quote #235773.2, which is attached hereto as Exhibit A and incorporated herein by reference, following payment of such licenses as described in Article III below. Any additional purchases by participating schools within Jefferson County Public Schools shall be detailed in separate price quotes provided by Contractor, and any accepted price quotes shall be incorporated into this Contract by reference. Purchase orders for licenses detailed in Contractor's price quotes shall be entered by each participating school. Any future purchases by participating schools shall be made at Contractor's then-current pricing.

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"). Contractor's digital products are subscription-based, billed annually in advance, and its print products are invoiced upon shipment. 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 \$23,360.00
Progress Payments (if not applicable insert N/A):	Each participating school will submit a purchase order for licenses and will pay for purchase in full within thirty (30) days of receipt of full invoice.
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	Various School Budgets

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on April 21, 2021 , and shall complete the Services no later than April 20, 2022 , unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below. For the purposes of this Contract, "subcontractors" shall not include Contractor's cloud hosting provider, and vendors used in the ordinary course of business who perform

technology and software development and maintenance services under Contractor's supervision on Contractor's internal systems.

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, except for computer devices, which shall be supplied by the Board.

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 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.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

#### ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

#### ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board shall receive a pro-rata refund from the Contractor, who is the sole source provider of the Services. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

#### ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature produced exclusively for the Board (hereinafter "Works"). Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board. For the avoidance of doubt, the Board acknowledges and agrees that Contractor's proprietary *i-Ready*® software solution and related training materials, and all intellectual property rights therein, are owned solely and exclusively by Contractor and, except for the licenses granted explicitly herein, nothing in this Contract shall grant the Board any right, title, and interest in or to the *i-Ready*® software solution or related services or materials.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

### ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, subject to Contractor's confidentiality obligations to its other customers. 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 (3) 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 April 21, 2021

Contractor's Social Security Number or Federal Tax ID Number: 34-34284

JEFFERSON COUNTY BOARD OF EDUCATION    CONTRACTOR

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

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

By: RLH 2 JLL

Robert Waldron  
Title: Chief Executive Officer

Cabinet Member: Dr. Carmen Coleman <u>MLD</u> (Initials)
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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.**

Anna Byrd

Print name of person making Determination

Crums Lane Elementary

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

Curriculum Associates, LLC

Name of Contractor (Contractor Signature Not Required)

Click or tap here to enter text.

Requisition Number

Exhibit A

# Curriculum Associates®

**Prepared For:**

Anna Byrd  
Crums Lane Elementary School  
3212 S Crums Ln,  
Louisville, KY 40216

## 2021-22 i-Ready, TBX and PD Quote

3/2/2021

Dear Anna Byrd,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 235773.2		Valid through: 12/31/2021
Product	List Price	Net Price
i-Ready	\$19,250.00	\$17,750.00
Toolbox	\$6,600.00	\$5,610.00
List Total:		\$25,850.00
Savings:		\$2,490.00
Shipping/Tax/Other:		\$0.00
Total:		\$23,360.00

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Mary Katherine Pope  
(859) 455-6818  
mkpope@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates<sup>®</sup>

Quote ID: 235773.2    Date: 3/2/2021    Valid through: 12/31/2021

**Prepared For:**

Anna Byrd  
Crums Lane Elementary School  
3212 S Crums Ln,  
Louisville, KY 40216  
anna.byrd@jefferson.kyschools.us  
502-485-8236

**Your Representative:**

Mary Katherine Pope  
(859) 455-6818  
mkpope@cainc.com

## 2021-22 i-Ready, TBX and PD Quote

**i-Ready**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	15003.0	1	\$17,750.00	\$17,750.00	\$17,750.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Subtotal:					\$17,750.00

**Toolbox**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Math and Reading + Writing Per Site 351- 500 students (1 Year)	28425.0	1	\$6,600.00	\$5,610.00	\$5,610.00
Toolbox Subtotal:					\$5,610.00

**Total**

List Total:	\$25,850.00
Savings:	\$2,490.00
Merchandise Total:	\$23,360.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$23,360.00</b>

**Special Notes**

Current tax exempt form req'd to honor tax exemption; please submit with PO+quote to avoid processing delays. 15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862  
Shipping: Shipping based on MDSE total  
Terms: Net 30 days, pending credit approval  
Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1

# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

# Curriculum Associates®

## Placing an Order

Please attach quote to all signed purchase orders.

1) Email: [orders@cainc.com](mailto:orders@cainc.com)

2) Fax: 1-800-366-1158

3) Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates, LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit [CurriculumAssociates.com/support/shipping-and-returns](http://CurriculumAssociates.com/support/shipping-and-returns).