

**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 The Ohio State University on behalf of International Data Evaluation Center, an instrumentality of The State of Ohio, (hereinafter "Contractor"), with its principal place of business at 1100 Kinnear Road Columbus, Ohio 43212.

WITNESSETH:

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

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

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

**ARTICLE I**

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

**ARTICLE II**

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor is a data collection site run by The Ohio State University in accordance with the Reading Recovery Council of North America (RRCNA). In order to maintain the Jefferson County Reading Recovery site, data must be collected on each student serviced in Reading Recovery and Literacy Lessons as stated in RRCNA Implementation Standard 2.16

Contractor, through the Ohio State University, shall provide this data collection service to the Board and shall enter data on every student instructed in Reading Recovery and Literacy Lessons (ECE and ELL) is entered into the database. At the end of the academic year Contractor shall disaggregate the entered data

entered and shall provide site reports on JCPS student growth and acceleration. The reports show how JCPS students compare to Reading Recovery students nationally, as well as individual reports on each student, teacher, and school performance. The Reading Recovery Teacher Leaders in Jefferson County can then share these reports at the district and school level to assist in both improvement of Reading Recovery/Literacy Lessons instruction and strength in implementation. Data reports are also shared with school level leadership teams to develop and strengthen primary literacy instruction, MTSS implementation plans, and school-wide literacy plans. The data obtained from the use of the IDEC database is also used to plan monthly professional learning for Reading Recovery/Literacy Lessons teachers as well as to support district-wide literacy initiatives. The use of this data to drive district literacy improvement contributes directly to the effectiveness of Reading Recovery instruction and provides accountability.

### 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 \$23,025.00
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Funds

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2020 and shall complete the Services no later than June 30, 2023, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

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

#### ARTICLE VII Prohibition of Conflicts of Interest

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

#### ARTICLE VIII Changes

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

## ARTICLE IX Termination for Convenience of the Board

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

## ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## ARTICLE XI Disputes

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

## ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

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

## ARTICLE XIII Contract Administrator

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

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in a court of competent jurisdiction.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 26, 2021 with an effective date of July 1, 2020.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

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

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

The Ohio State University on behalf of  
International Data Evaluation Center  
CONTRACTOR

By: Michael Papadakis

Title: Michael Papadakis  
Sr. VP for Business and Financial  
and CFO The Ohio State University

Cabinet Member: Dr. Carmen Coleman

\_\_\_\_\_  
(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent:

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: The vendor is a single source because there is no other vendor that collects, analyzes, and disaggregates Reading Recovery data in compliance with Reading Recovery Standard 2.16.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service:

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.**

Susan Price

Print name of person making Determination

Curriculum & Instruction

School or Department

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

\_\_\_\_\_  
Date

International Data Evaluation Center

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

## IDEC Price Quote for Products and Services

**The Ohio State University****International Data Evaluation Center****Remittance Address:**

The Ohio State University  
1100 Kinnear Road  
Room 100 C  
Columbus OH 43212

March 30, 2021  
Phone: 614-292-6415  
Fax: 614-583-3131  
Email: [helpdesk@idecweb.us](mailto:helpdesk@idecweb.us)  
Federal ID# Ohio State University 31-6025986

Your itemized purchase order must reference:      Site ID Number 651-Louisville

Product	Notes	Unit Price	Quantity	Total
2020-2021 Teacher Data Entry Fee	Site 651	\$70.00	90	\$6,300.00
2020-2021 Site Setup Fee	Site 651	\$500.00	1	\$500.00
2020-2021 District Data Dump	Site 651	\$75.00	1	\$75.00
2021-2022 Teacher Data Entry Fee	Site 651	\$80.00	90	\$7,200.00
2021-2022 Site Setup Fee	Site 651	\$550.00	1	\$550.00
2021-2022 District Data Dump	Site 651	\$75.00	1	\$75.00
2022-2023 Teacher Data Entry Fee	Site 651	\$85.00	90	\$7,650.00
2022-2023 Site Setup Fee	Site 651	\$600.00	1	\$600.00
2022-2023 District Data Dump	Site 651	\$75.00	1	\$75.00

SubTotal      \$23,025.00

School district paying for these products:

Sales Tax      0.00%

Jefferson County School District

Total Due      \$23,025.00

Name: Amy Goodenough      Site ID Number: 651-Louisville

Email: [amy.goodenough@jefferson.kyschools.us](mailto:amy.goodenough@jefferson.kyschools.us)



This contract is backdated due to the following:

The contract was written as soon as IDEC opened for business this year, which was delayed due to the COVID-19 pandemic. Once IDEC opened for business we began obtaining all required information from Ohio State for writing and submitting the contract. The initial information was submitted in December, prior to winter break, and the contract began to be looked at. Since that point several revisions were necessary, including obtaining updated Certificates of Insurance that took until April to receive from Ohio State. All necessary information, including signatures from Ohio State were finally obtained yesterday.