

## 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 KiZAN Technologies LLC (hereinafter "Contractor"), with its principal place of business at 1831 Williamson Ct Ste K. Louisville, Ky 40223.

### 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:

KiZAN will provide assistance with attendance during/after the Deeper Learning Symposium which will be held on August 2-3, 2021 at the Louisville Convention Center, Louisville Ky.

1. Senior Consultant \$180/hour

Contractor's Statement of Work is attached and incorporated herein by reference.

### 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:	\$8,640.00
Progress Payments (if not applicable, insert N/A):	Within 30 days of receipt of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	CA11053 0735 900XX

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 28, 2021 and shall complete the Services no later than December 31, 2021, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

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

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

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

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

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any

person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

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

## ARTICLE VI Equal Opportunity

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

## ARTICLE VII Prohibition of Conflicts of Interest

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

## ARTICLE VIII Changes

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

## ARTICLE IX Termination for Convenience of the Board

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

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

#### ARTICLE X Termination for Default

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

#### ARTICLE XI Disputes

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

#### ARTICLE XII Contractor's Work Product

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

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

#### ARTICLE XIII Contract Administrator

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

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV  
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no 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 July 28, 2021.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

KiZAN Technologies LLC  
CONTRACTOR

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

By:                     

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

Title: Jackie Roberts  
Chief Financial Officer

Cabinet Member: 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: State Contract Reference MA-758-1200000968

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.**

\_\_\_\_\_  
Print name of person making Determination

\_\_\_\_\_  
School or Department

*Donna Strader*  
Signature of person making Determination

\_\_\_\_\_  
Date

*6/4/21*

\_\_\_\_\_  
Name of Contractor (Contractor Signature Not Required)

\_\_\_\_\_  
Requisition Number

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

F-471-1

Revised 05/2011



Statement of Work Prepared for  
Tara Isaacs  
at  
Jefferson County Public Schools  
for  
Deeper Learning Symposium Assistance  
5/6/2021



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## Your KiZAN Team Leaders

Account Manager	Technical Author
Ken Fox	David Buckingham
(502) 292-4822	(502) 292-4844
kenf@kizan.com	davidb@kizan.com

# Project Overview

The following statements reflect our understanding of the business problem, the requested solution, and the definition of project success.

## Requested Work Statement

JCPS has requested assistance with reconciling attendance after the Deeper Learning Symposium with pdCentral.

# Project Activities and Deliverables

Project deliverables are listed below by phase with major activities noted. Actual tasks will be documented in the project plan, which is tracked and noted in status documents.

## Project Management Approach

Activities	
Initiating	<ul style="list-style-type: none"><li>Conduct customer kickoff meeting</li></ul>
Engaging	<ul style="list-style-type: none"><li>Maintain change control</li></ul>
Closing	<ul style="list-style-type: none"><li>Conduct customer closeout meeting</li></ul>

## Deeper Learning Symposium Assistance

KiZAN will assist JCPS with reconciling attendance following the Deeper Learning Symposium, the summer conference hosted by JCPS and scheduled for August 2<sup>nd</sup>-4<sup>th</sup> 2021.

JCPS is using Guidebook, a platform used for planning conferences and providing conference attendees with session details, schedules, etc. In preparation for the conference, JCPS will provide KiZAN sample export files for review to ensure the viability for reconciling with pdCentral registrations.

JCPS will track attendance setting up two sessions in Guidebook: an AM session and a PM session. When attendees, regardless of arrival time, arrive they will be signed into the AM session. When attendees depart, they will be "signed out" by being signed into the PM session. When the conference

has concluded, JCPS will provide the exported data for each AM and PM session (for each day) to KiZAN for reconciliation.

KiZAN will import the attendance data into the pdCentral database to generate the reconciliation data. KiZAN will then review the reconciliation data with PD staff to ensure accuracy. Once the data has been approved, KiZAN will then reconcile the data with the pdCentral registration data for the Deeper Learning Symposium and assign credit appropriately.

Activities		Deliverables
Preparation	<ul style="list-style-type: none"><li>Review sample export files from Guidebook to ensure viability.</li></ul>	<ul style="list-style-type: none"><li></li></ul>
Reconciliation	<ul style="list-style-type: none"><li>Import Guidebook attendance files received from JCPS.</li><li>Generate reconciliation data from attendance files and pdCentral registrations.</li><li>Review reconciliation data with PD staff.</li><li>Reconcile attendance data with pdCentral registration and assign credit appropriately.</li><li>Provide ad hoc assistance to PD staff for attendee questions.</li></ul>	<ul style="list-style-type: none"><li>Attendance data reconciled with pdCentral and credit applied.</li></ul>

#### Project Duration

The estimated project timeframe is approximately 2 weeks. As part of the project kickoff process, KiZAN will work with Jefferson County Public Schools to designate and allocate the appropriate resources and prepare a project plan that is mutually acceptable.

## Project Assumptions

1. Attendance files from Guidebook are in CSV format.
2. Attendees will register with Guidebook using their JCPS e-mail addresses, and the JCPS e-mail address will be included in the Guidebook attendance files.
3. Deeper Learning Symposium attendees will register with pdCentral prior to the conference start. Attendees who are not registered in pdCentral before reconciliation activities take place will not receive credit.
4. This statement of work includes up to 8 hours of ad hoc support to help answer attendance or credit related questions for the Deeper Learning Symposium.

## Project Exclusions

1. This statement of work excludes the use of the Sign In / Sign Out Power App that was used at a previous Deeper Learning Symposium.

## Fees, Payments, and Terms Summary

This statement of work (SOW) including invoicing and payment terms is subject to and governed by the terms and conditions of the fully executed Master Services Agreement between the Commonwealth of Kentucky and KiZAN for Microsoft Support Services (MA758-190000783). Fees for labor do not include applicable government taxes.

### Estimated Travel

This SOW includes both required and recommended components. The pricing for all components is listed below.

### Estimated Travel

KiZAN anticipates providing all the above project services remotely.

- (a) KiZAN does not assign resources until Statements of Work are fully executed; above travel estimates are based KiZAN's envisioned resources at proposal time. Any travel-related charges will be invoiced to Jefferson County Public Schools as per the Master Services Agreement and are expected to vary from the above estimate based upon timing of travel. KiZAN will make reasonable efforts to minimize travel expenses where possible.

### Required Components

Time and Materials Labor Hours	Rate	Hours	Fees
Senior Consultant	\$180	48	\$8,640
Gross Total			\$8,640

This price quote is valid for 60 days from receipt.

## Statement of Work Projected Start Date

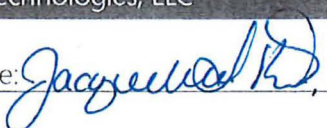
KiZAN works hard to ensure that work is begun and completed on time. KiZAN works with our customers to ensure that necessary staff is available to meet the needs of the project in all its phases both at KiZAN and at Jefferson County Public Schools.

KiZAN understands that Jefferson County Public Schools wishes to see this work completed by 8/23/2021.

# Statement of Work Acceptance

The project scope, terms, and conditions are as outlined in this document. Once fully executed, this document will become the contract for the project as defined in this document. The Customer's signature below authorizes KIZAN to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Within seven (7) business days of receipt of a signed Statement of Work, the KiZAN-assigned project manager and your account executive will be in touch to schedule a Project Kickoff and confirm desired start and completion dates. At the Project Kickoff, the KiZAN Project Manager will present the proposed project plan and communications plan. The Project Manager will also clarify the change control process to be followed, confirm the Customer Contact, and any other project administrative items.

Jefferson County Public Schools		KiZAN Technologies, LLC	
Signature:		Signature:	
Print Name:		Print Name:	Jacquelyn G Roberts
Title	Date	Title	Date
		CFU	6-9-21

Please complete the following and return the entire signed document to your KiZAN Account Manager for KiZAN to countersign.

## Project Point of Contact

Name:

Email Address:

Phone Number:

## Send Invoices To

Name/Department:

Address:

City, State, Zip:

Email Address:

Phone Number:

Can invoices be emailed? Yes ☐ No ☐