

CONTRACT

THIS CONTRACT ("Contract") is entered into as of September 1, 2022, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and Curriculum Associates, LLC 153 Rangeway Road, North Billerica MA 01862 ("Second Party"). This Contract supplements the Master Services Agreement between the parties dated September 1, 2022 (the "MSA"). In the event of a conflict between the terms of this Contract and the MSA, the terms of the MSA shall prevail.

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **English Learners Department** established the need to have access to an **English learner program management solution** and determined that this need cannot be met by existing district staff.

Curriculum Associates, LLC provides the Ellevation Platform providing a comprehensive English learner program management solution across three main cloud-based software solutions to support administrators, specialists and teachers and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this Contract is to improve the availability of **a comprehensive English learner program management solution across three main cloud-based software solutions to support administrators, specialists and teachers.**

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **English Learners Department** as an independent contractor, services under the direction of **Lori T. Bowen, Director.**
2. The second Party shall provide **a comprehensive English learner program management solution across three main cloud-based software solutions to support administrators, specialists and teachers.**
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$78,864.00** Additional expenses to be reimbursed are **None**, with a total amount of this Contract not exceeding **\$78,864.00**
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this Contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This Contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this Contract at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this Contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this Contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is working with students on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit 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 ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this Contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This Contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this Contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties with respect to the subject matter herein. No change or modification of this Contract shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This Contract will be in effect from September 01, 2022, through August 31, 2023, unless terminated by either party as defined in paragraph 8. The Contract may be renewed annually at the Second Party's then-current prices based upon evaluation of the effectiveness of the Contract in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this Contract the day, month, and year above written.

Principal/Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

<u>Jeri A. Bowen</u> 4.28.22	_____	_____
<u>Dr. Demetrius Liggins</u> 7/25/22	Dr. Demetrius Liggins, Superintendent	Date
<u>[Signature]</u> 7.25.22	<u>[Signature]</u>	4/27/2022
<u>[Signature]</u> 7.25.22	Curriculum Associates, LLC	Date

Curriculum Associates, LLC Order Form - Q-29135

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 9/1/2021 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company: Curriculum Associates, LLC
 Representative: Tony DeJesus
 Email: tony.dejesus@ellevationeducation.com
 Phone: 617-307-5755
 Address: 153 Rangeway Road,
 North Billerica, MA 01862
 Start Date: 9/1/2022

Customer: Fayette County Public Schools, KY
 Contact Name: Lori Bowen
 Email: lori.bowen@fayette.kyschools.us
 Phone: (859) 381-4783
 Address: 450 Park Place,
 Lexington, KY 40511
 End Date: 8/31/2023

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Platform	5,952	\$13.25	\$78,864.00
Subscription Total:			\$78,864.00

Services Fees

Services Total:	\$0.00
-----------------	--------

Total Investment - Q-29135

Grand Total:	\$78,864.00
--------------	-------------

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

Curriculum Associates, LLC

Fayette County Public Schools, KY

By (Signature):

Jordan Meranus

By (Signature):

Quinn: 7/25/2022
7/25/2022
LB

Name (Print):

Jordan Meranus

Name (Print):

Title:

Founder and CEO, Ellevation

Title:

Date:

4/27/2022

Date:

(CMAA)
 7-25-22