

**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 Scholastic, Inc. (hereinafter "Contractor" or "Scholastic"), with its principal place of business at The Scholastic Building 557 Broadway (Entrance at 130 Mercer Street), New York, NY 10012.

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:

To ensure a strong implementation of the PreK On My Way curriculum in all early childhood classrooms district wide, JCPS Early Childhood will engage Scholastic to provide professional learning and technical assistance to implement research-based early learning practices and prepare preschool children for success in elementary school by providing age-appropriate curriculum and instruction that nurture and develop their academic, social, emotional, and physical well-being as noted in the quote attached hereto as Exhibit A.

Scholastic Professional Learning will engage Literacy Specialists with advance degrees, early learning certifications, and successful experiences in early childhood to create learning experiences for Early Childhood instructional coaches, resource teachers and center administrators that support Phase 1: Initial Learning which provides a program overview, teacher and family resources, lesson-planning, and preparation for implementation so they can get the program up and running. This training will also build local capacity to co-design training for the full classroom instructional staff (teachers, instructional assistants) in the 2022-23 school year. Professional learning will take the form of in-person workshops.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below and in the quote attached hereto as Exhibit A during the term of Contract (hereinafter "Contract Amount"). The Board shall pay Contractor within net thirty (30) days of receipt of the monthly invoice from Contractor and of completion of the Services delivered for the month. 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:	\$ 12,496.00
Progress Payments (if not applicable, insert <i>NIA</i>):	Monthly upon receipt of invoice
Costs/Expenses (if not applicable insert <i>NIA</i>):	NIA
Fund Source:	EA12784-0349-310 IE

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on February 8, 2023 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.

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, 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 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 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 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, and specifically ordered and commissioned by the Board, excluding Contractor's pre-existing materials as defined herein. For the avoidance of doubt, any pre-existing materials, trademarks, ideas, concepts, programs, records, documents, graphs and photographic material or other reproductions provided by Contractor or developed by Contractor independent of its services for the Board (hereafter referred to as "Pre-Existing Materials") in connection with the performance of services herein, shall remain the property of Contractor and Contractor shall retain all right, title and interest in and to its copyright and/or intellectual property rights in such Pre-Existing Materials. Contractor shall grant the Board a limited license to use such Pre-Existing Materials solely as they are set forth in the work product and in connection with the services hereunder and any applicable agreement provided by Contractor. To the extent that Contractor's name and/or trademarks are included in any work product, the Board is only allowed to use such name and/or trademarks as they appear in the work product, and any other use must be approved by Contractor. All Board information or data shall remain the property of the Board. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board, excluding Contractor's Pre-Existing Materials.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract, excluding Contractor's Pre-Existing Materials, 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 reasonable written request and notice to the Contractor, and not more than once per twelve month period, the Board shall have the right to request that Contractor engage at the Board's expense an independent third party to inspect and audit all accounting reports, books or records which concern the performance of the Services. The audit is subject to Contractor's reasonable security and non-disclosure requirements. 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. Any information obtained from Contractor shall be deemed to be Contractor's confidential information and be protected from public disclosure to the extent permitted by law.

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 February 8, 2023.

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

JEFFERSON COUNTY BOARD OF SCHOLASTIC, INC.
EDUCATION CONTRACTOR

By: _____

By: Toni Abraham

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

Title: VP of Operations

Cabinet Member: Robert Moore

(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: _____

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

State the type of service: Education Specialist

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: _____

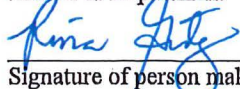
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Rina Gratz

Print name of person making Determination

Early Childhood

School or Department



Signature of person making Determination

1-13-23

Date

Scholastic, Inc.

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

Exhibit A
SCHOLASTICEDUCATION
QUOTATION

Scholastic Inc., P.O. Box 639852, Cincinnati, OH 45263-9852 Phone: (800) 724-2222 Fax: (800) 560-6815

Prepared for: Jimmy Wathen, JEFFERSON COUNTY PUBLIC SCHS, jimmy.wathen@jefferson.kyschools.us	Prepared by: Brent Porter	Date: 12/13/2022
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Description or Title	SPC	ISBN #	Unit Price	QTY	Subtotal	Total
Getting Started With PreK On My Way In-Person	4AZ	731353	\$2,999.00	1	\$2,999.00	\$2,999.00
LEADING PreK On My Way	4AZ	675528	\$3,499.00	1	\$3,499.00	\$3,499.00
Planning PreK On My Way Lessons: The Teacher's Perspective	4AZ	731353	\$2,999.00	1	\$2,999.00	\$2,999.00
Managing and Preparing for Implementation	4AZ	731353	\$2,999.00	1	\$2,999.00	\$2,999.00
					Subtotal	\$12,496.00
					Shipping & Handling	
					Sales Tax	\$0.00
					TOTAL	\$12,496.00

Prices are valid for 90 days.

Please contact me if I can be of any assistance:

Brent W. Porter
Senior Account Executive
bporter@scholastic.com
502.381.8488

Billing Options

Will billing be upfront or upon delivery?

Bill Upfront or Bill Upon Delivery

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 18 months of purchase. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Scholastic. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order.