

**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 Institute for Multi-Sensory Education "IMSE" (hereinafter "Contractor"), with its principal place of business at 24800 Denso Drive, Suite 202, Southfield, MI, 48033.

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:

In person IMSE Comprehensive Orton-Gillingham Plus (30-hour) training with materials for 42 Participants at \$53,550 and IMSE Instructor Travel Fee at \$4,000 for a total of \$57,500 as outlined in the IMSE Price Quote that is attached and incorporated herein by reference. This training is a hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

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:	\$57,550.00
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	1042053-0322-320IC for \$51,060.00 1041053-0322-900XF for \$6,490.00

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 31, 2023 and shall complete the Services no later than August 31, 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 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 26, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Institute for Multi-Sensory Education
CONTRACTOR

By: Jessica Brandon

Title: Jessica Brandon
IMSE Sales Coordinator

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: N/A

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): N/A

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): N/A

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): N/A

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: N/A

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: N/A

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: N/A

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.

Nicole Travis
Print name of person making Determination

Trunnell Elementary
School or Department

Signature of person making Determination

Date

Institute for Multi-Sensory Education
Name of Contractor (**Contractor Signature Not Required**)

1078
Requisition Number

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



institute for
multi-sensory
education

Contract Agreement

This contract agreed to on April 25, 2023, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Trunnell Elementary, whose address is 7609 St. Andrews Church Road, Louisville, KY 40214.

IMSE Comprehensive Orton-Gillingham Plus (30-hour)

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing, and spelling
- Syllabication patterns for encoding / decoding
- Multi-sensory techniques for irregular words
- Student assessment techniques
- Guidelines for weekly lesson plans
- Asynchronous fluency, vocabulary, and comprehension



Materials Provided by IMSE:

- *Training and Assessment Manual* by the Institute for Multi-Sensory Education
- *IMSE's Comprehensive OG Plus Teacher's Guides (K-2)*
- *Spelling Teacher's Guide (3rd Grade Plus)*
- *Interventions for All: Phonological Awareness* by Yvette Zgonc
- *Syllable Division Word Book* by the Institute for Multi-Sensory Education
- Phoneme/Grapheme Card Pack by the Institute for Multi-Sensory Education
- Syllable Division Posters by the Institute for Multi-Sensory Education
- Comprehensive OG Plus Practice Packet
- Sets 1-3 Decodable Readers (PDF)
- Asynchronous Fluency, Vocabulary, Comprehension webinar with digital practice packet
- IMSE Blending Board
- Procedural Routine Flip Chart
- Free trial IMSE's *Interactive OG 2.0*
- Access to IMSE's Resource Portal

Participants will need to bring the following supplies to the first day of training:

- Sticky notes
- Yellow Highlighter and additional highlighter (different color)

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Training Cost

Minimum participants October-April is 25 and May-September is 30

For in-person trainings, the maximum number of participants is 64.

For “small” trainings (only available October - April) with up to 25 participants the cost is \$37,750 and then \$1,350 for additional participants up to 29 participants .

For “medium” or “large” trainings with 30 participants or more, the cost is \$42,250 plus \$1,275 for each additional participant over 30.

A confirmed number of participants and a completed list of emails must be provided no less than 30 days prior to the training date. In the event that the participant count does not meet the minimum, the training is subject to cancellation.

This is a flat fee which includes tuition, materials, shipping, and instructor travel. Materials are provided only for participants attending the training dates listed above. The district will be billed according to the above schedule. If the training runs with a smaller number of participants than anticipated, but still more than the minimum (minimum training size October - April is 25, minimum training size May-September is 30,), a refund may be issued only after the remaining supplies have been returned in good condition to IMSE within two weeks of the final day of the training at:

IMSE Fulfillment Center
Attn: Returns
35315 Beattie Dr.
Sterling Heights, MI 48312

The district is responsible for the expense of returning any unused supplies. Unused supplies are property of IMSE. Districts can also use extra supplies by sending teachers to virtual trainings before 12/31/23. There will be a charge for re-registration of \$200/participant for any dedicated district participants who cannot take their district training and wish to register for a public training.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 10 days prior to the training start date and express processing /shipping fees shall apply.

Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

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Make-Up Policies for Public Trainings

Participants are only eligible to get up to 6 hours (two videos) of digital makeup days free.

Participants will not be allowed to make up more than 6 hours via video, any missed day beyond one will incur a \$100 fee per day.

They can only make up a day live if they pay a \$100 fee (per day).

The Institute for Multi-Sensory Education reserves the right to cancel. If IMSE must cancel, 100% of the training fee will be refunded.

While IMSE makes every effort to conduct professional learning events on the dates and locations advertised, they are subject to change without prior notice. IMSE reserves the right to change or cancel a professional development event due to low enrollment or factors beyond our control. We will attempt to notify registrants to limit customer inconvenience but we are not liable for any expenses incurred.

Confirmation of Training

IMSE requires the signed agreement no less than 30 days prior to the scheduled training date. Until we have a signed contract with you, your contract/training date is not guaranteed.

Cancellation Policy

IMSE requires a cancellation fee of 50% of the value of the contract, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

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Intellectual Property

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive OG Plus Training Manual*, *IMSE Assessment Manual*, *Comprehensive OG Plus Teacher's Guides*, *IMSE Comprehensive Syllable Division Word Book*, *Spelling Teacher's Guide (3rd Grade and Beyond)*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Indemnification of IMSE

The School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

Limitation of Liability

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Confidentiality

The School/School District shall keep all Materials confidential, and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

Severability

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Entire Agreement

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing signed by the parties.

Governing Law

This agreement will be interpreted and construed under the laws of the State of Michigan. The parties further agree that in the event of a dispute regarding this engagement or under this agreement, jurisdiction will be in the United States District Court for the Eastern District of Michigan or the Circuit Court for the County of Oakland. IN ADDITION, THE PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Attorney Fees

If any action or proceeding is instituted to enforce or interpret this agreement, the party prevailing in such proceeding will recover its actual attorneys' fees and related costs and expenses from the other party.

Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Dates of the In-Person Comprehensive OG+ Training are:

July 31 - August 4, 2023

8:00 AM - 3:30 PM to include lunch and breaks

in Louisville, KY

30 contact hours

Please sign and return the contract and the school purchase order as soon as possible to:

Email: jessie@imse.com

Signatures below indicate acceptance of the terms outlined in this contract agreement.

Date: _____

Signed: _____

Name: Martin Pollio, Superintendent

Date: 5/23/2023

Signed: Jessie Brandon

Name: Jessica Brandon, IMSE Sales Coordinator

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788



Institute for
multi-sensory
education

Powerful. Reading. Instruction.

24800 Denso Drive, Suite 202
Southfield, MI 48033
Phone: 800-646-9788 Fax: 248-735-2927

Price Quote

DATE 3/29/2023
Quotation # 3292023 AR

Quotation For: Trunell Elementary
7609 St Andrews Church Rd
Louisville, KY 40214

Attn: Nicolo Travis

QUANTITY	DESCRIPTION	Cost	AMOUNT
1	In Person Comprehensive Plus Training, 42 participants	\$53,550	\$ 53,550.00
1	IMSE Instructor Travel Fee	\$4,000.00	\$ 4,000.00

TOTAL \$ 57,550.00

Please email the signed copy of your approved purchase order to accounting@imse.com
Your Quote is good for 90 days after the Quote Date shown above.

THANK YOU FOR YOUR BUSINESS!