

**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 Scholar First, Inc. (hereinafter “Contractor”), with its principal place of business at 10630 SE 272nd PL Kent, WA 98030.

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:

The Contractor will support JCPS School Division efforts in utilizing student voice for continuous improvement. The Contractor will outline a clear definition and examples of student voice at the classroom, school, and district level. The Contractor will assist the district in launching a district-level student advisory group to amplify student voice and model practices in support of Jefferson County Board of Education’s Goals and Guardrails. The Contractor will provide monthly coaching and consulting sessions to support the advisory group and systemic practices to support a broader structure for student voice in subsequent years. The Contractor will support the district in planning for advisories across the district starting in year two.

~~Subject to its other provisions, the period of performance of this Agreement shall commence on September 25, 2024, and be completed by May 2025, unless terminated sooner as provided herein.~~ Attached is a proposal that provides a more detailed scope of work. In the event of a conflict between the terms of this contract and the terms of the attachments, the terms of this contract shall prevail.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provision of Article V shall remain the same.

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, the 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:	\$42,000
Progress Payments (if not applicable, insert N/A):	Upon receipt of invoice for services completed.
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	AS12052-0322-0221

ARTICLE IV  
Term of Contract

Contractor shall begin performance of the Services on September 25, 2024 and shall complete the Services no later than June 30, 2025, 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.

The 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 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 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 September 25, 2024.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

The Scholar First, Inc.

CONTRACTOR

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

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

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

Tammy Campbell, Ed. D.  
Title: Chief Executive Officer

Cabinet Member: Robert Moore,  
Chief of Schools

\_\_\_\_\_  
(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: N/A

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

State the type of service: Educational Specialist - The services provided are being provided by a specialist that has served as a former superintendent and has implemented a student advisory council to support senior level leadership goals. We researched other vendors and could not identify anyone else that could provide this level of expertise.

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.**

Faith Stroud

Print name of person making Determination

Leadership & Professional Development, Teaching & Learning

School or Department

Signature of person making Determination

Date

7-30-2024

The Scholar First, 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





**The Scholar First Inc.**

STUDENT-CENTERED DESIGN FOR EXCELLENCE

## **Jefferson County School District 2024-25 PROPOSAL**

***The Scholar First, Inc.***

***Utilizing Student Voice for Continuous  
Improvement***

***10630 SE 272<sup>nd</sup> PL***

***Kent, WA 98030***

***Phone: 253-569-3960***

***[TheScholarFirst@outlook.com](mailto:TheScholarFirst@outlook.com)***

***AGREEMENT ENTERED INTO BETWEEN  
DR. TAMMY CAMPBELL, THE SCHOLAR FIRST, Inc.  
& JEFFERSON COUNTY SCHOOL DISTRICT***

**Deliverables**

- Outline a clear definition and examples of student voice at the classroom, school and district level.
- Launch a district-level student advisory group to amplify student voice and model practices. This would start in September after an overview in August.
- Provide monthly coaching and consulting sessions to support the advisory group and systemic practices to support a broader structure for student voice in subsequent years.
- Plan for advisories across the district starting in year two.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on August 2024 and be completed by May 2025, unless terminated sooner as provided herein.

<b>Sessions:</b>			
<b>Phase</b>	<b>Modality</b>	<b>Date</b>	<b>Content</b>
<b>Phase I Calibration</b>	<b>Session 1</b>  <b>Remote</b>	<b>September 30<sup>th</sup></b>  <b>2:00-4:00</b>	<ul style="list-style-type: none"> <li>• Provide an overview and definition of effective student voice</li> <li>• Provide exemplars of effective student voice at the classroom, school, and district level</li> <li>• Outline key components and structures for launching a district-wide student advisory</li> <li>• System Communication about the vision for Student Voice</li> <li>• Homework: identify students for the district student advisory group</li> </ul>

	<b>Session 2</b>  <b>Remote</b>	<b>October 16<sup>th</sup></b>  <b>2:00-4:00</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Co-construct a calendar with topics for the 24-25 school year and protocols for the student advisory</li> <li>• Guidelines and best practice for facilitating the session</li> <li>• Define participation for the students (written summary and officers)</li> <li>• Co-construct agenda for 1<sup>st</sup> Advisory</li> </ul>
	<b>Session 3</b>  <b>Remote</b>	<b>November 8<sup>th</sup></b>  <b>1:30-3:30</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Launch first district-wide advisory session</li> <li>• Share how learning is being communicated across the system</li> <li>• Preparation for October Advisory Session and Agenda planning</li> </ul>
	<b>Session 4</b>  <b>Remote</b>	<b>December 4<sup>th</sup></b>  <b>12:30-2:30</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Reflection on September Advisory session and feedback on November agenda</li> <li>• Share how learning will be shared with the system</li> </ul>
	<b>Session 5</b>  <b>Remote</b>	<b>January 8<sup>th</sup></b>  <b>11:30-1:30</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Advisory update</li> <li>• Agenda planning and feedback for next advisory</li> <li>• Share how themes will be shared with the system</li> </ul>

<b>Phase II Guided Practice</b>	<b>Session 6</b> <b>Remote</b>	<b>January 28<sup>th</sup></b>  <b>3:00-5:00</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Video focused on student voice to use with school leaders</li> <li>• Agenda planning and feedback for next advisory</li> <li>• Mid-year communication about the work of the student advisory</li> </ul>
	<b>Session 7</b> <b>Remote</b>	<b>February 25<sup>th</sup></b>  <b>1:30-3:30</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Discuss strategy for elementary student voice</li> <li>• Data protocol with student advisory</li> <li>• Agenda planning and feedback for next advisory</li> </ul>
	<b>Session 8</b> <b>Remote</b>	<b>March 7<sup>th</sup></b>  <b>1:30-3:30</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>• Problem of Practice (Authentic real challenge)</li> </ul>
	<b>Session 9</b> <b>Remote</b>	<b>March 27<sup>th</sup></b>  <b>12:00-2:00</b>	<ul style="list-style-type: none"> <li>• Reading on Effective Student Voice with protocol to utilize with principals and other leaders</li> <li>•</li> </ul>
<b>Phase III Leading the Model</b>	<b>Session 10</b> <b>In Person</b>	<b>April 9<sup>th</sup></b>  <b>8:00-12:00</b>	<ul style="list-style-type: none"> <li>• Provide an overview and definition of effective student voice</li> <li>• Provide exemplars of effective student voice at the classroom, school, and district level</li> <li>• Convene student panel from district advisory to share their experience with principals</li> <li>• Outline key components and structures for launching a district-wide student advisory</li> <li>• Celebrate district student advisory group with cords/letters for seniors</li> <li>• Homework: identify students for the 25-26 school-based student advisory group</li> </ul>

	<b>Session 11</b>  <b>In Person</b>	<b>May 16<sup>th</sup></b>  <b>8:00-12:00</b>	<ul style="list-style-type: none"> <li>Formalize launch of school student advisories</li> <li>Review and refine topics from the district-wide calendar</li> <li>Recruit for 25-26 district student advisory</li> <li>Frame up potential coaching of Principal Supervisors</li> </ul>
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## PAYMENT

### 1. Remote Sessions:

- The District agrees to pay a total of \$27,000 for nine (9) remote sessions, each session being two (2) hours long and costing \$3,000 per session.

### 2. In-Person Sessions:

- The District agrees to pay a total of \$15,000 for two (2) in-person sessions, each session being a half day in length and costing \$7,500 per session. All expenses are included.

### 3. Total Cost:

- The total cost of the proposal is \$42,000.

### 4. Payment Schedule:

- The total amount of \$42,000 shall be divided into equal monthly installments over the specified months.
- Payments will be made in nine (9) equal installments of \$4,666.67 each from the months of August 2024 to June 2025.

### 5. Payment Due Date:

- Payments for the contract will commence August 2024 and must be made within 30 days of the invoice date.

### 6. Payment Method:

- Payment shall be made to The Scholar First.

## RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DISTRICT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **CONFIDENTIALITY**

The Scholar First Inc., acknowledges that any student data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the DISTRICT or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Scholar First Inc., therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Scholar First Inc., agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

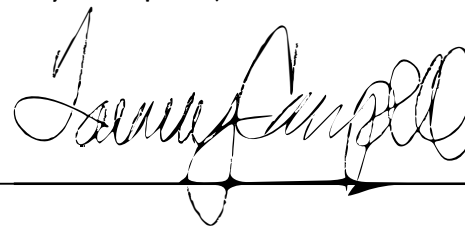
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Dr. Tammy Campbell, CEO, The Scholar First, Inc.  
The Superintendent for the Jefferson County School District:

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

Jefferson County School District  
Martin Pollio

Tammy Campbell, Ed. D.

A handwritten signature in black ink, appearing to read "Tammy Campbell", is written over a horizontal line. The signature is cursive and somewhat stylized.

8.6.24

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Signature

Date

Superintendent,  
Jefferson County Public Schools

Title

Signature

Date

CEO, The Scholar First,  
Inc.

Title

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