

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"), with its principal place of business at 557 Broadway, 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:

Scholastic will provide professional learning services to support Jefferson County Public Schools' third-year implementation of the *PreK On My Way* curriculum. The scope includes one in-person training session for up to 35 participants, designed to introduce new early childhood educators to the curriculum's foundational elements and instructional practices. In addition, Scholastic will deliver up to 64 days of differentiated instructional coaching for approximately 20–25 new teachers (four visits each) and approximately 20 experienced teachers (three visits each). Coaching will include co-planning, co-teaching, classroom observations, and reflective feedback. The services aim to ensure curriculum fidelity, build teacher capacity, and support developmentally appropriate instruction across all early learning domains.

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 within 30 days of receipt of Contractor's invoice 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:	\$157,535.00
Progress Payments:	Upon receipt of itemized invoices
Costs/Expenses (if not applicable insert <i>N/A</i>):	<i>N/A</i>
Fund Source:	EA12784-0349-135M

ARTICLE IV

Term of Contract

Contractor shall begin performance of the Services on August 1, 2025, and shall complete the Services no later than July 31, 2026, 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 reasonable out-of-pocket 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, with the exception of Pre-Existing Materials (hereinafter defined) 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.~~ 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 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.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract excluding any 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 12-month period, the Board shall have the right to request that Contractor engage at the Board's expense and 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 August 1, 2025.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

SCHOLASTIC INC.
CONTRACTOR

By: _____

By: *Toni Abrahams*

Title: Dr. H. Brian Yearwood
Superintendent

Title: Toni Abrahams
VP of Operations

Cabinet Member: Kimberly Chevalier

KC

(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: Scholastic is the sole publisher of Pre-K On My Way Curriculum.

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.

Kristi Hollinsworth

Print name of person making Determination

JCPS Early Childhood Central Office School
or Department

Signature of person making Determination

Date

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



May 2025

Jefferson County Public Schools

Professional Learning Proposal School Year 2025-2026

Brent Porter

Account Executive

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Mideast Regional Director of Professional Learning

☎ 469-261-5459

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SCHOLASTIC PROFESSIONAL LEARNING

It is our mission to prepare today's educators to support children on their academic and developmental journeys. As your trusted partner, we provide blended professional learning, coaching, and consultative services—across literacy instruction, family and community engagement, learning supports, and leadership—that build the capacity of educators to support the whole child all day and all year long.



Literacy Development

Scholastic Education is dedicated to providing a comprehensive solution for your school's literacy needs. In addition to a full range of educational resources, we offer professional learning courses and coaching for teachers and leaders to ensure that they are fully prepared to help children become independent readers, writers, and thinkers.



Family and Community Engagement

Family engagement has the greatest impact on literacy and learning when families are able to take action at home to reinforce what their children are learning in the classroom. It is our mission to empower educators and families to develop trusting relationships, work together to learn how to best support children achievement, and strengthen the ability of all families to effectively support their children's learning.



Transformative Leadership

A clear vision for teaching and learning, a firm understanding of priorities, and a defined path to accomplishing goals are key to improving student outcomes. School and district leaders are at the helm for literacy initiatives, transforming the culture of a school, and leading family engagement initiatives. It's our mission to help your leaders lead the way.

THE Scholastic Commitment to **Literacy Development**

A children's language development and literacy skills—phonics, comprehension, writing, and more—form the foundation for lifelong achievement. When districts invest in literacy-focused professional learning for educators, they open doors for children to thrive in all subject areas while preparing them to succeed in college and their careers.

We are dedicated to providing a comprehensive solution for your school's literacy needs to ensure that educators are fully prepared to help children become independent and empathetic readers, writers, thinkers, and learners.

“ The ultimate goal of instruction is that children be able to independently apply information, ideas, content, skills, and strategies in unique ways. We want to create learners who are not dependent on others for information and ideas. As such, children need practice completing independent tasks and learning from those tasks.

—Dr. Douglas Fisher and Dr. Nancy Frey. (2013). *Better Learning Through Structured Teaching*. Alexandria, VA: Association for Supervision and Curriculum Development.



PreK On My Way Implementation

Overview

As Jefferson County Schools steps into the third year of implementing PreK On My Way, Scholastic is honored to be considered a partner for this ongoing work. Per an email from Nicole Robison, Specialist Child Development and Education, Jefferson County has asked for a professional learning plan for approximately 20-25 new teachers and for approximately 20 teachers needing extra support.

Although not mentioned in the email, Scholastic included one full-day professional learning session for new teachers where they will be introduced to PreK On My Way and be supported in planning theme 1.

Our Approach

During year-three of the *PreK On My Way* implementation, Scholastic suggests the following plan, based on the email correspondence.

- Summer or Early Fall
 - One Scholastic Literacy Specialists will facilitate a learning experience, *Getting Started with PreK On My Way*, with new teachers. See session description below.
- Coaching
 - Scholastic will facilitate approximately 64 days of coaching. Coaching can include co-teaching, co-planning, and observations & reflective meetings. The coaching will be differentiated to meet the needs of various groups.
 - New teachers will engage in 4 rounds of coaching
 - Experience teachers will engage in 3 rounds of coaching



Recommended Solutions

IN-PERSON PROFESSIONAL LEARNING SEMINARS

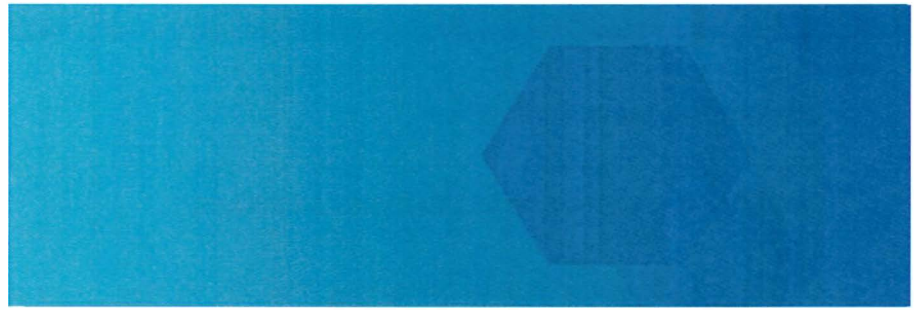
Getting Started with PreK On My Way: PreK On My Way equips educators with the tools to support children's lifelong skills development. In this half-day session participants will work side by side with an early childhood specialist to examine the PreK On My Way research foundations and components, participate in a modeled lesson, and prepare to teach PreK On My Way using developmentally appropriate best practices.

Learning outcomes:

- Describe the PreK On My Way research foundations and components
- Use PreK On My Way resources to support development in all skill domains
- Align instruction to best practices for responsive teaching
- Plan, teach, and evaluate a lesson
- Observe and assess children to monitor progress and inform instruction



Professional Learning Pricing



In-Person Professional Learning Seminars

(30-35 participants per session)

	Item #	Unit Price	# of Units	Total
Getting Started With PreK On My Way	769688	\$3,999	1	\$3,999

Coaching

New Teachers (4 visits)	677325	\$2,399	40	\$95,960
Experienced Teachers (3 visits)	677325	\$2,399	24	\$57,576
			Total	\$157,535.00



SCHOLASTIC EDUCATION SOLUTIONS

Scholastic Inc. | PO Box 639852 | Cincinnati, OH 45263-9852 | 800-724-2222
educationorders@scholastic.com | Tax ID:13-1824190

Customer Contact:

Nicole Robison
JEFFERSON COUNTY PUBLIC
SCHS
nicole.robison@jefferson.kyschools.us

Bill To:

Nicole Robison
JEFFERSON COUNTY PUBLIC
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LOUISVILLE, KY, 40209-1119,
USA

Ship To:

Nicole Robison
JEFFERSON COUNTY PUBLIC
SCHS
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USA

Price Quote

Contact your Scholastic Representative
with changes, questions, or to process
your order.

Brent Porter

Phone: (502) 381-8488
Email: bporter@scholastic.com

PreK On My Way Professional Learning 2526

Quote #: Q-432399
Date: 5/7/2025
Expires On: 7/6/2025
Account UCN: 600005232
Tax Exemption: Y
EULA on File: Accepted
LI Member#: FC28241

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
Getting Started with PreK On My Way AM/ PM Cohorts Full Day	SCHL	769688	1	\$3,999.00	\$3,999.00	\$3,999.00
LITERACY INSTRUCTIONAL COACHING (50+ days)	SCHL	677325	64	\$2,399.00	\$2,399.00	\$153,536.00
Subtotal:						\$157,535.00

Number of Titles: 2

* Shipping and handling only applies to print materials.

**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. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101

* Shipping and Handling	0.00
Grand Total	\$157,535.00

Terms and Conditions:

This Price Quote is subject to the Customer Terms and Conditions of Scholastic Inc. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such [Terms and Conditions](https://educationsolutions.scholastic.com/terms.html) (<https://educationsolutions.scholastic.com/terms.html>)

For Internal Use Only

- Opportunity Name: PKOMW PL
- Opportunity Id: 006VI0000ih6teYAA