

**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 Buck Institute for Education, (hereinafter "Contractor"), with its principal place of business at 3 Hamilton Landing, Suite 220 Novato, CA 94949.

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 provide professional development to staff at Western STEM Magnet High School during ESZ week. The training will last for 6 hours per day for a 3 day period, serving up to 50 staff, as agreed upon by the school and contractor. To correctly implement the vision of Western High, staff should attend all three days of training. Below is the outline of the three-day training sessions:

Day 1: Setting a Vision for PBL: Staff will establish a vision for their classroom and develop a foundation for their project that is authentic and strongly aligned with the learning goals.

Day 2: Developing Your Project: Staff will “begin with the end in mind.” They will define that products and assessment criteria that will focus student learning and ensure appropriate cognitive demand for all students through inquiry-driven instructional activities and scaffolding.

Day 3: Bringing PBL to Life: Staff will work in team to provide peer feedback on the formative assessment and refine them. They will learn how to ensure equitable access and success for all learners through skillful project management and facilitation.

The intended program outcomes for staff participating in the three-day training are that staff will:

- Develop a personal vision for how Gold Standard PBL serves students and their communities.
- Plan Gold Standard projects that teach meaningful learning goals and are relevant to students and their communities.
- Include well-curated resources, effective learning experiences, and purposeful assessments to ensure all students are appropriately challenged and supported as they progress through the Project Path.
- Engage students in learner-centered practices driven by sustained inquiry throughout the project.
- Balance structure and flexibility in the project facilitation, using varied forms of evidence to ensure that all students grow in relation to learning goals

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:	<u>\$ 30,000</u>
Progress Payments (if not applicable, insert N/A):	<u>Payments made after services received with an itemized invoice</u>
Costs/Expenses (if not applicable insert N/A):	
Fund Source:	0842981-0349-525K



ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 30, 2025 and shall complete the Services no later than November 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.

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 Chief Finance Officer, 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.

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 hereby appoints Melanie Weaver as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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 on February 11, 2026, to be effective as of July 30, 2025.

Contractor's Social Security Number or Federal Tax ID Number: 68-010429

JEFFERSON COUNTY BOARD OF Buck Institute for Education
EDUCATION

CONTRACTOR

By: _____

Dr. H. Brian Yearwood

Title: Superintendent

By: _____

Title: COO

Cabinet Member: Robert Moore

RJM

(Initials)

Jefferson County Public Schools
NON COMPETITIVE DETERMINATION
SINGLE SOURCE EXPLANATION

Describe how you determined the vendor is a single source?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

The three-day professional learning experience is designed to build staff capacity to design and facilitate high-quality, Gold Standard Project-Based Learning (PBL) experiences that are authentic, equitable, and aligned to rigorous learning goals. Each day of training has specific criteria that intentionally scaffold staff learning and directly support the intended program outcomes.

What steps did you take (i.e. research) to determine this was the only vendor available?

To determine that the Buck Institute for Education (BIE), operating as PBLWorks, was an appropriate vendor for the three-day Project-Based Learning professional development, a structured review process was conducted to ensure alignment with instructional priorities, program outcomes, and fiscal responsibility. First, the instructional needs of the program were clearly defined. The district identified the need for a vendor with demonstrated expertise in Gold Standard Project-Based Learning, including experience supporting educators in developing authentic, standards-aligned projects that promote sustained inquiry, equitable access, and learner-centered practices. The desired outcomes included staff capacity-building, high-quality project design, and effective facilitation strategies that support diverse learners. Second, the Buck Institute for Education's qualifications and experience were reviewed. BIE is a nationally recognized organization specializing exclusively in Project-Based Learning and is the developer of the Gold Standard PBL framework. Their professional learning offerings are research-based and widely implemented across K-12

SCHOOL & DISTRICT SERVICES

Services Agreement

PBLWorks – Buck Institute for Education
3 Hamilton Landing, Suite 220
Novato, CA 94949

Agreement Number: A-4876
Agreement Date: April 3, 2025

ADDRESS INFORMATION

Bill to:
2501 Rockford Lane
Louisville, Kentucky 40218

Ship to:
2501 Rockford Lane
Louisville, Kentucky 40216

BILLING INFORMATION

Company: Western High School

Phone: 502-485-8344

Contact Name: Nancy Spencer

Fax:

Email Address: nancy.spencer@jefferson.kyschools.us

1. Description of Work:

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and Western High School (the “Client”) are contracting to work together via this Agreement (the “Agreement”) on professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”). Our work together includes the services specified in the Table below. This Agreement is effective as of the date of the last signature below (the “Effective Date”).

Table 1

SCHOOL & TEACHER SERVICES

PBLWorks Provided Services	Timeline*	Maximum Participants	Duration	Quantity	Item Cost	Discount	Total Cost
PBL 101 - On-Site	July 30, 2025 - August 1, 2025	35 attendees	3 days	1 workshop	\$15,000.00 workshop	\$1,800.00	\$13,200.00
PBL 101 - On-Site	July 30, 2025 - August 1, 2025	35 attendees	3 days	1 workshop	\$15,000.00 workshop	\$1,800.00	\$13,200.00
Teacher Online Consultancy	September 1, 2025 - May 29, 2026	N/A	20 hours	1 consultancy package	\$5,300.00 consultancy package	\$1,700.00	\$3,600.00
TOTAL SERVICES							\$30,000.00

These prices are valid for services within the date ranges listed above. Prices are inclusive of facilitator fees, travel and accommodations as they apply, and administrative and other costs.

- b. The PBLWorks Services Catalog describes the specific services that PBLWorks offers at the time of this Agreement. It is incorporated by reference and considered a part of this Agreement. It can be found at www.pblworks.org/services-overview.

This Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: _____

2. Primary Contacts and Responsibilities.

- The Client agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services as outlined in Table 1.
- The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact.
- Responsibilities for On-Site Services**
For on-site services, the Client will provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.
- Responsibilities for Online Services**
 - For online services, PBLWorks agrees to supply the online conference rooms, the workshop facilitators, and Tier One technical customer support.

2. The Client agrees to provide a roster, with name and current email address for each participant, to PBLWorks a minimum of two weeks before the service commences.
3. The Client will be responsible for ensuring that participants adhere to the attached **Technical Requirements for Online Services**, which serves as a reference to describe the required technology for participants.

3. Participation in Services.

- a. Participation in PBLWorks service offerings is limited to members of the Client's organization, and may not be used by anyone outside the organization without written permission from PBLWorks. Seats in any PBLWorks service are not for resale.
- b. Each service that PBLWorks provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work. If the participants exceed the maximum number for any service provided, PBLWorks reserves the right to cancel the service. If the presenter is able to accommodate additional participants, the Client may be charged the appropriate fees for additional services provided.

4. Intellectual Property.

- a. PBLWorks has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various PBLWorks owned copyrighted works.
- b. To the extent that PBLWorks makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.
- c. PBLWorks reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. PBLWorks hereby provides a limited, royalty-free, non-exclusive right to the Client to use the Intellectual Property within its organization in connection with the services outlined in Table 1.
- d. The Client hereby agrees that it will not distribute, film, record (including through the use of transcription applications or artificial intelligence tools), circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for any use whatsoever, including for use within the Client's organization.
- e. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- f. To the extent that Client utilizes any trademark owned by PBLWorks in connection with any promotion of any of the services listed in Table 1, PBLWorks hereby grants Client a non-exclusive, royalty-free, limited license to use any PBLWorks trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of PBLWorks. PBLWorks trademarks include, but are not limited to, PBLWORKS, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith. The Client will not use the proprietary trademarks of PBL Institute and/or PBL World.

5. Terms of Payment.

- a. The Client agrees to pay PBLWorks \$30,000.00 as outlined in Table 1.
- b. PBLWorks will submit invoices to the Client within 30 days of the conclusion of each service provided.
- c. The Client will submit payment to PBLWorks within 30 days of the issue date of each invoice.
- d. Services sold in packages will be invoiced at the end of the Timeline indicated in Table 1, or upon exhausting the package hour or session allowance, whichever comes first. Unused hours or sessions are not rolled over.
- e. If the Client requires a purchase order ("PO") for individual services, they agree to deliver it to PBLWorks at least 30 days prior to each service start date. A PO received by PBLWorks fewer than 30 days before a service start date will not be considered "timely". Any terms and conditions included in a Client's PO are specifically rejected by PBLWorks and do not become a part of this Agreement.
- f. For services outside of the United States, all international taxes, fees, and charges caused by wire transfer/ACH/check payment shall be borne by the Client. All payments made to PBLWorks shall be drawn on and paid in U.S. funds.

6. Cancellation of services.

- a. Cancellation requests must be made in writing and are subject to fees described in Table 2 for each canceled service in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a cancellation of a service, a cancellation fee will apply to that service.
- c. The Total Cost indicated in Table 1 above reflects a service bundle discount. If any of the Services are cancelled, the remaining Services shall be invoiced at the undiscounted rate indicated in Table 1 column "Item Cost".

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7. Rescheduling of services.

- a. Rescheduling requests must be made in writing and are subject to availability of service providers and also subject to fees described in Table 2 for each canceled service in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a rescheduling of a service, a rescheduling fee will apply to that service.
- c. If no reschedule date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
- d. If PBLWorks cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered. If PBLWorks fails to deliver a service the client can reschedule or cancel without a fee.

8. Revisions to Services.

- a. A Revision to Services is when one service is canceled but replaced with one or more alternative services and must be requested in writing. Each revised service is subject to a separate rescheduling/revision fee according to the fee schedule in Table 2.
- b. Any agreed upon change to the services must be in writing and signed by both parties.
- c. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in Table 1 at any given time are specific to the time period of their delivery. Renegotiated service offerings are subject to the price of that service at the time of renegotiation.

Table 2: Changes to Contracted Services		
Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling/Revision Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0
30-59 days	\$250	\$2,500
8-29 days	\$500	\$2,500
1-7 days	\$750	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

9. Research data, use of images, and use of Client name.

- a. The Client understands that PBLWorks is a research organization and that the survey data and other observations collected from Client participants may inform research studies. The Client also agrees to provide available information on request (e.g. test scores, available and non-confidential about students) that will help to support PBLWorks's research.
- b. In the course of delivering services, PBLWorks may take pictures or videos of workshop attendees. The Client agrees that PBLWorks may use these images in marketing, promotion or other materials. PBLWorks agrees to request separate permission for use of any images or videos that include students.
- c. The Client agrees that PBLWorks may announce their participation in PBLWorks services on PBLWorks's website, in press releases and in other marketing and promotional materials, and in PBLWorks's research studies and reports.

10. Termination.

- a. Either party may terminate this Agreement: (i) in the event that either party becomes insolvent, files for bankruptcy or has its assets assigned to a receiver for the benefit of



- its creditors; or (ii) if the other party commits fraudulent or illegal conduct resulting in a material adverse effect on the terminating party.
- b. PBLWorks may terminate this Agreement if the client breaches Section 4 herein.
 - c. This Agreement shall be binding on the successors, heirs, and assigns of either party.

11. Governing Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. The Client also hereby irrevocably submits to the jurisdiction of the courts of Marin County, California, for any suits or proceedings arising out of or relating to this Agreement.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes ☒

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

All POs under this Agreement must include the reference number A-4876.

SIGNATURE BLOCK

DocuSigned by:

B7C8D7A7E831485

Bob Lenz
Chief Executive Officer

Buck Institute for Education
3 Hamilton Landing, Suite 220
Novato, CA 94949

4/4/2025

Date

Client:

Signed by:

324A26753E0D480

Official's Signature

4/4/2025

Date

Melanie Santiago-Weaver

Printed Name

Melanie Weaver

Title

