

**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 Jerald Smith (hereinafter "Contractor"), with its principal place of business at 14309 Port Captain Way, Louisville, KY 40245.

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:

Jerald Smith presents STEAM based projects and activities with hands-on science experiments. Students explore the states of matter in an educator led demo gaining first hand knowledge of science and liquid nitrogen.

School Visits

- Assembly S.T.E.A.M. Shows
 - o \$1200 – 1 Show = 100 Students (2-3 CLASSROOMS)
 - o \$2500 – 3 Shows = 200-300 Students (Half Day) (5-5 CLASSROOMS)
 - o \$4000 – 6 Shows = K, 1st, 2nd, 3rd, 4th, 5th Grades (Full Day) THE ENTIRE SCHOOL
- Family Science Night/ Math Science Night - APPROXIMATELY 150 FAMILIES
 - o \$1500 – S.T.E.A.M. Show w/ Interactive Q & A following
 - o \$1500 – Hands-On Activity Stations
 - o \$2500 – S.T.E.A.M. Show & Hands-On Activity Stations
- S.T.E.A.M. Class Pop-Up (25 student Maximum/All Materials Included) 1 CLASSROOM
 - o \$250/hr. – Non-Profit Organization
 - o \$400/hr. – For -Profit Organizations
 - o 4-week, 6-week, 10-week customizable STEAM Club Series

Ice Cream Social

- Vanilla w/ Chocolate & Caramel Sauce, Sprinkles, Oreos, Chocolate Chip Cookies
 - o \$1500 = 150 – 200 STUDENTS & STAFF
 - o \$2000 = 250 – 300 STUDENTS & STAFF
 - o \$2500 = 350 – 400 STUDENTS & STAFF
 - o \$3000 = 450 – 500 STUDENTS & STAFF

DELIVERABLES:

INTERACTIVE EXPERIENCE TO EXPOSE STUDENTS TO S.T.E.A.M. RELATED CAREERS.

CUSTOMIZED CURRICULUM FOR CLASSROOM WEEKLY SERIES VISITS

FAMILY WORKSHOPS AND ENGAGEMENT

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 provisions of Article V shall remain the same.

If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions 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, 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:	Not to exceed \$30,000 for the fiscal year
Progress Payments (if not applicable, insert N/A):	Each participating FRYSC will submit invoice after services are performed and services will be paid for by the school FRYSC units
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various school FRYSC budget codes

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on February 11, 2026 and shall complete the Services no later than June 30, 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 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 Dr. Gwen Goffner 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 to be effective as of February 11, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Jerald Smith
CONTRACTOR

By: _____

By: Jerald H. Smith

Title: Dr. H. Brian Yearwood
Superintendent

Title: Jerald Smith
Owner

Cabinet Member: Dr. Katy DeFerrari _____
(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 selection criteria for the Jerald Smith Program focus on delivering an immersive, educator-led STEAM experience. The program is a STEAM-based project that integrates Science, Technology, Engineering, Arts, and Mathematics. Students explore hands-on science experiments that allow them to gain firsthand knowledge of science and liquid nitrogen. This is an engaging presentation that offers the young.

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

In my research I found that the Jerald Smith Program was chosen for its educational framework, instructional methods, core subjects, and student engagement opportunities, which provide a fresh approach to learning. These factors make the Jerald Smith Program an ideal fit for our students. It aligns with JCPS's academic objectives and strategic framework, emphasizing hands-on science and STEAM-based learning. The program also supports the Culture and Climate Pillar by enhancing student engagement.

Additionally, we have a partnership with the Kentucky Science Center, which offers hands-on science workshops. Jerald Smith, a chemist and educator from Louisville, Kentucky, leads interactive science education programs, including lessons featuring liquid nitrogen. As a minority educator, he is dedicated to inspiring minority youth to pursue careers in STEM fields.

Each year, we conduct our staff survey regarding services. The FRYSCs express a desire to utilize this program. We will continue review contracted services for return on investment and review its effectiveness through staff surveys prior to renewal.

The Jerald Smith (Science Guy) List of Schools

Kenwood FRC

Tully FRC

Farmer FRC

Engelhard FRC

Chancey/Norton Commons FRC

St Matthews FRC

John F Kennedy FRC

Hartstern FRC

Knight YSC

Foster FRC

Johnsontown Rd FRC

Klondike FRC

Goldsmith FRC

Blake FRC

Lowe/Bowen FRC

Carter/DuValle FRC

Watterson FRC