

**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 Waterford Institute (hereinafter "Contractor"), with its principal place of business at 4246 Riverboat Rd. Salt Lake City, UT 84123..

**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 contract includes Professional Services, which provide up to 30 days of onsite or consulting prep days. These services may encompass implementation planning, educator training, data review, instructional coaching, and technical assistance to ensure effective integration and use of Waterford programs and WACS training. Detailed plan below:

Jefferson County Schools Kentucky PreK Professional Services Plan through School Year 2026-2027

Waterford.org seeks to blend the best aspects of learning science, mentoring relationships, and innovative technologies to form community, school, and home programs that deliver excellence and equity for all learners. The Professional Services mission is to enable and transform learning for all students, teachers, and families.

4 Days @ \$1,800.00= \$7,200.00

Implementation Planning District, School or organizational leadership and the Waterford Professional Services Team will collaborate at the onset of the implementation to scope and plan details, including goals, timelines, and measurable outcomes on student achievement and program success. The Waterford Team can assist with aligning the implementation to district initiatives and can discuss specific milestones to be reached during each implementation year.

Reflection and Action Planning: Reflection and ongoing adjustments are an essential part of any learning community. During these regular sessions, the Waterford Team guides district and school-level personnel in the reflection and action-planning process. These sessions allow for ongoing progress monitoring of the implementation, the goals, and the measurable outcomes.

Services to support reflection and action planning may include Newsletters Newsletters (digital or print) are one way to build a professional learning community within the user group for a personalized learning tool. The Waterford Professional Services Team can develop newsletters tailored to an implementation. These may include recognition of high usage, progress and achievement, and celebrations of success combined with announcements and best practices to promote fidelity of use.

Alignment to Implementation Goals: Providing time for learners to interact with the personalized learning coursework and to also receive small group instruction based on their individual needs begins with administrative leaders allotting time in the daily schedule. Waterford Professional Services Team may guide each district, school, or organization in designing its own implementation plan and to align their plan with their goals. Best practices along with some real-life examples will be shared. This service prepares administrators to lead and support an effective implementation. Administrators will receive tips for implementation fidelity, monitoring progress, and for building professional learning communities that support personalized learning.

The Waterford Professional Services Team aligns digital resources to district curriculum standards and learning outcomes. This alignment may include custom playlists to core programs and assessments. Synchronous sessions for teachers based around the design of thematic units integrating digital resources may be included as part of this offering.

Implementation Summary Reports: Reports that include progress, usage and gains can be shared with leadership during identified times throughout the implementation. These reports are effective tools for reflecting upon the progress and for year-over-year implementation guidance.

Program Evaluation District personnel and the Waterford Team will discuss the current year or specific implementation timeframe. They will reflect upon the implementation successes and design solutions for challenges. This new design may lead to a modified scope and plan, including goals, timelines, and measurable outcomes on student achievement and program success for the following year.

This will be offered to leadership and certified teachers.

24 Days @ \$1,800.00= \$43,200.00

Waterford Early Learning includes specific programs in support of student outcomes. These programs include adaptive individualized learning for students, instructional sequences, assessments, and digital resources and activities for educators to use in whole group, small group, or one to one. These interactive sessions provide educators with a solid overview of their focused program. Below is a list of our getting started sessions for Early Childhood teachers (140).

**Getting Started with Waterford Early Learning** This hands-on session provides educators with the essential skills they need to get up and running including: using the teacher portal to set up classes and assign courses, navigating the student and family portals, reviewing the PreK-2 scope and sequences, understanding usage recommendations, and accessing ongoing support.

**Up and Running with Playlists** In this hands-on session, teachers will learn how to use the library of digital activities during lesson planning and lesson delivery for collaborative learning in a variety of settings. Teachers will also receive access to predesigned Playlists.

Data is at the heart of everything we do. Whether our goals are to measure fidelity of use, compare performance, or analyze specific learning objectives, Waterford's Dashboards and Reports can help you easily and effectively monitor student data. Our array of services is designed to empower educators by using Waterford data to inform instruction.

**Using Data to Inform Instruction:** This interactive session explores the Waterford data Dashboard and Report capabilities. Additionally, teachers are guided to resources and materials that address areas of difficulty identified in the reports while learning how to interpret and analyze data. Teachers will gain the tools and knowledge to regularly use the dashboard and reports to ensure that all students in their class are meeting individual goals. This session can be customized to meet the specific data needs of our partners.

2 Days @ \$1,800.00= \$3,600.00

Progress Monitoring Aggregation, collation, and preparation of some/all the following: usage, progress, objectives mastered & licenses assigned. For large implementations (across multiple schools) this can provide insight into efficacy of program implementation and lead to proactive targeting of support and professional learning resources. This data can be shared by administration with all sites to foster a "competitive" environment in conjunction with District provided incentives (e.g., pizza or ice cream parties for most usage or highest gain).

Facilitate Annual Transitions Working with district and site administration, team members plan for the end of year and set up for the new school year. This can involve sharing end of year best practices (to run & archive student data), assistance with summer programs, sharing import templates to facilitate creation of new students and movement of current students within the Waterford Early Learning platform. The team can ensure that all necessary data necessary is collected. Approximately 25-30 Early Childhood staff members.

This plan will impact all Early Childhood students. All ECH students (approximately 2,700) will have access to Waterford Early Learning from March 2026-June 2027.

Total 30 Days @ \$1,800.00= \$54,000.00

Return on Investment: Waterford is evaluated through a data-informed process focused on student impact instructional alignment, and value. We review student growth using multiple measures, including WAX within the platform, alongside district assessments. Implementation fidelity, usage patterns, and staff feedback throughout the usage and after professional development. In addition, exit surveys will be conducted for leadership training and new teacher coaching to gather feedback on effectiveness, implementation support, and overall value, and to inform continuous improvement.

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>\$54,000</u>
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	EA12784-0349-135M

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, 2027, 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 Carlisa Gibson 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

Waterford Institute  
CONTRACTOR

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

By: Jorge Fernandez

Title: Dr. H. Brian Yearwood  
Superintendent

Title: Jorge Fernandez  
CFO

Cabinet Member: Kimberly Chevalier

\_\_\_\_\_  
(Initials)

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

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?

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