

**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 Teaching Strategies, LLC ("TS") (hereinafter "Contractor"), with its principal place of business at 80 M Street, SE, Suite 1010, Washington, DC 20003.

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:

Contractor shall provide professional development services to support implementation of Teaching Strategies GOLD® and GOLD Finch™ for Jefferson County Public Schools Early Childhood.

Professional learning services include:

- Five (5) professional learning sessions titled Introduction to GOLD Finch™ (6 Hours) designed to support educators in effectively utilizing the GOLD Finch platform and to strengthen family engagement and communication practices.

- One (1) professional learning session titled GOLD® for Administrators and Coaches: Using Data to Support Children, Families, and Teachers (1-Day) designed to build the capacity of administrators and instructional leaders to analyze assessment data to support instructional decision-making and continuous program improvement.

Professional development will support staff in:

- Understanding how to effectively implement GOLD® and GOLD Finch practices within early childhood classrooms
- Using assessment data to inform instruction and monitor student progress
- Strengthening communication and partnership with families
- Supporting program-wide consistency in assessment and instructional practices

All training will be delivered by Teaching Strategies professional learning specialists in accordance with the services described in Quote Q-396983, which is attached and incorporated herein by reference. Deliverables include the completion of six (6) professional development sessions, training and capacity-building experiences designed to improve staff understanding and consistent implementation of formative assessment practices and family communication tools. The expected return on investment includes increased staff capacity to use assessment data to guide instruction for all preschool age students, strengthened family engagement practices and data to discuss with families, improved consistency in implementation across classrooms, and enhanced leadership ability to support data-informed instructional improvement aligned to early childhood program quality and kindergarten readiness outcomes.

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:	\$25,110.00
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 June 10, 2026, and shall complete the Services no later than May 31, 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; Executive Director, Early Childhood 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 June 10, 2026.

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

[Taxable EIN: UTJ Holdco, Inc. dba Teaching Strategies, LLC]

JEFFERSON COUNTY BOARD OF EDUCATION

Teaching Strategies, LLC
CONTRACTOR

By: _____


By:  _____

Title: Dr. H. Brian Yearwood
Superintendent

Title: Thomas Yamamoto
General Counsel

05-19-2026

Cabinet Member: Kim 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?

The district selected Teaching Strategies GOLD® and GOLD Finch™ because the program provides a comprehensive, research-based preschool assessment and family engagement system aligned to early learning standards and kindergarten readiness expectations. The platform integrates ongoing formative assessment, progress monitoring, and family communication within one system, allowing for consistent data collection and instructional planning across classrooms.

The program provides reliable, developmentally appropriate measures of student growth across key learning domains, including language, literacy, mathematics, social-emotional development, and physical development. GOLD Finch™ strengthens communication between educators and families by providing tools to share student progress and learning experiences that support development at home. The integrated system promotes consistency, supports data-informed decision-making, and aligns assessment practices the p

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

To determine whether Teaching Strategies was the only vendor capable of meeting our requirements, we conducted market research on preschool online learning platforms and reviewed multiple providers offering early childhood digital curriculum. Each option was evaluated against key criteria, including adaptive learning capabilities, alignment to standards, progress monitoring tools, and appropriateness for independent use by preschool students. We also reviewed Waterford's technical documentation to confirm device compatibility. Based on this analysis, we found that no other vendor offers a comprehensive, research-based adaptive preschool program that meets all required instructional and technical standards. Therefore, Teaching Strategies is the only vendor able to provide the full range of capabilities needed.



TEACHING STRATEGIES, LLC ("TS")
 80 M STREET, SE, SUITE 1010
 WASHINGTON, DC 20003
 301-634-0818

Customer Name: Jefferson Co School District
Customer Number: 09JEFFPS
Contact Name: Carlisa Gibson
Contact Email: carlisa.gibson@jefferson.kyschools.us
Contact Title: Director of Early Childhood Education

Prepared by: Krista Ashshaheed
 krista.a@teachingstrategies.com
 301-634-0818 Ext. 1811
Expiration Date: 04-18-2026
Subscription Term: -

PRODUCT	SALES PRICE	TERM (in years)	QTY	TOTAL PRICE
PD0008822 Introduction to GOLDFinch™ (6 Hours)	\$4,185.00		1	\$4,185.00
PD0008822 Introduction to GOLDFinch™ (6 Hours)	\$4,185.00		1	\$4,185.00
PD0008822 Introduction to GOLDFinch™ (6 Hours)	\$4,185.00		1	\$4,185.00
PD0008822 Introduction to GOLDFinch™ (6 Hours)	\$4,185.00		1	\$4,185.00
PD0008822 Introduction to GOLDFinch™ (6 Hours)	\$4,185.00		1	\$4,185.00
PD0001651 GOLD® for Administrators and Coaches: Using Data to Support Children, Families, and Teachers (1-Day)	\$4,185.00		1	\$4,185.00
			Subtotal:	\$25,110.00
			Shipping:	\$0.00
			Tax:	\$0.00
			Total:	\$25,110.00

If paying by credit card a 2.5% processing fee of \$627.75 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of \$25,737.75. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client: Jefferson Co School District
Billing Street: 3332 Newburg Road
Billing City: Louisville
Billing State: Kentucky
Billing Postal Code: 40218
Billing Country: United States

Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$100 will be charged for each attendee in excess of this maximum; (iii) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (iv) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projectors, computers and viewing screens; and (v) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.

Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

PD Details

TOPIC AND FORMAT	DATE	START	END
Introduction to GOLDFinch™ (6 Hours)			
Introduction to GOLDFinch™ (6 Hours)			
Introduction to GOLDFinch™ (6 Hours)			
Introduction to GOLDFinch™ (6 Hours)			
Introduction to GOLDFinch™ (6 Hours)			

GOLD® for Administrators and Coaches: Using Data to Support Children, Families, and Teachers (1-Day)