

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 the University of Louisville Research Foundation, Inc., a Kentucky nonprofit corporation (hereinafter "Contractor"), with its principal place of business at 252 East Market Street, Louisville, KY 40202.

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:

1. Scope of Work:

Project Overview:

The focus would be on coaching effective instructional environments using a research-based classroom observation tool from the UofL Center for Instructional and Behavioral Research in Schools (CIBRS) that will monitor teacher/student interactions at specific schools and provide direct feedback that be used to target interventions and supports school staff.

A. UofL Center for Instructional and Behavioral Research in Schools (CIBRS) will:

1. Supervise Project Coaching Manager by Dr. Terry Scott in collaboration with district personnel in the behavior support systems department.

2. Hire a Project Coaching Manager with training and experience in the effective management of classroom instruction/behavior to work as a trainer of school-based coaches.

3. Project Coaching Manager will regularly meet with identified schools coaches and behavior support personnel to provide training in best practices for developing positive instructional environments, delivering effective instruction, and responding to misbehaviors.

4. Coordinate monthly meetings to engage participants with how to best provide coaching and training with staff in their school.

5. Project Coaching Manager will regularly visit all project schools to conduct observation assessments (both fidelity of implementation and outcomes) and provide technical assistance to school behavior coaches.

6. Hire personnel to complete whole school classroom observations on a monthly basis working as coders.

7. Train coders using established protocol to be reliable with all codes at no less than 90%. These coders will then operate as an assessment team to observe each teacher in participating schools three times per year.

8. Report data collected by coders back to JCPS by school to use for Professional Learning Communities, setting school goals, and assisting teachers with specific behaviors and strategies.

9. Present outcomes to the faculty and use as formative assessment data to show progress and then use of high-leverage practices as identified by empirical research.

10. Provide a district license for technology application or school-based use to monitor instructional practices that relate to behavior supports.

11. If the performance of this Agreement involves the transfer by JCPS to UOFL of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), UofL agrees to:

a. In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.

b. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than UOFL and its employees, contractors and agents, without the approval of JCPS.

c. Require all employees, contractors and agents of UOFL to comply with all applicable provisions of FERPA with respect to any such data.

d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.

e. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of UOFL having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.

f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by UofL for the purposes of the Project.

g. Send monthly invoices to: Sandra Hensel, Behavior Support Systems, VanHoose Education Building, 3222 Newburg Rd., Louisville, KY 40218.

B. JCPS will:

1. Identify the appropriate schools that will receive coding observations.

2. Will coordinate with UofL to create content for PLCs and faculty meetings on effective instructional practices.

3. Provide school level supports through the use of district resource teachers to provide trainings, data analysis, classroom observations, and common area walkthroughs as follow-up.

4. Will coordinate with UofL to identify school-based leads to help monitor for implementation fidelity.

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: \$290,108

Progress Payments (if not applicable, insert N/A): Monthly

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: School Climate Transformation Grant 534AG

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2018 and shall complete the Services no later than June 30, 2019, unless this Contract is modified as provided in Article VIII. Bk 5/24/18

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.

The University of Louisville Research Foundation, Inc. (ULRF), as an agency of the Commonwealth of Kentucky, although vested with sovereign Immunity, is subject to the Board of Claims Act, KRS 49.010 through 49.180. Claims against ULRF and its agent CIBRS acting for ULRF relating to personal injury or property damage may be filed and decided under the provisions of that Act. Contractor agrees to To the extent permitted by said Act, ULRF will 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 itself, in connection with the performance of this Contract. To the extent permitted by said Act, 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. Bk 5/24/18

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of 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 shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV

Right to Audit

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. Any action or claim against Contractor arising from, under or pursuant to this Contract shall be brought under the Board of Claims Act, KRS 49.010 through 49.180. Any action or claim against the Board arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court.
- 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. 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.

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5/16/18

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 13, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 61-1029626

JEFFERSON COUNTY BOARD OF
EDUCATION

University of Louisville Research
Foundation, Inc.
CONTRACTOR

By: _____

Martin A. Pollio, Ed.D.

Title: Superintendent

By: _____

Carla Hilse 5/16/18
DR 18-0901

Carla Hilse

Title: Assistant Director, OSPA

Cabinet Member: Dr. Carmen Coleman

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: N/A

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: University of Louisville is the only group in the region who is equipped to do classroom instructional coding.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: N/A

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): N/A

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): N/A

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): N/A

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: N/A

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: N/A

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: N/A

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Saundra Hensel/Naomi Brahim

Print name of person making Determination

Behavior Support Systems Department

School or Department

S. Hensel / N. Brahim
Signature of person making Determination

5/16/18
Date

University of Louisville Research Foundation, Inc

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011