

**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 300 East Market Street Suite 300, 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:

Contractor shall provide the services of Dr. Terry Scott to oversee school assessments in 18 schools. This project shall provide an instructional coding assessment to schools with the highest disproportionality in school suspensions. Schools shall be selected by the Assistant Superintendent of School Culture and Climate based on behavior data trends. Assessments shall consist of schoolwide climate assessments, observational coding of adult-student interactions in common areas, and observational coding of teacher and student behaviors in the classroom, and use the Instructional Coding Operational Definitions which is attached and incorporated herein by reference. Four (4) observers shall provide 30 hours of observation per week over the course of 15 weeks. The schedule

for the four (4) observers shall be agreed upon by Dr. Scott and the Assistant Superintendent of School Culture and Climate. Dr. Scott shall provide a written report of all findings at the end of the 15 weeks.

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>\$94,677</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of approved invoice for services provided.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>CCEIS Grant</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 17, 2018 and shall complete the Services no later than February 1, 2019, 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.

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.

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.
- 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 to perform services on the premises of any JCPS schools during JCPS school hours, 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 findings of substantiated 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 October 17, 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: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

By: Barbara Sells 9/12/18

Title: Barbara Sells
Associate Director, OSPA

19-028

Cabinet Member: 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: _____

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

Explain why the vendor is a single source: _____

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

State the type of service: Education Specialist

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

State the item(s): _____

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): _____

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

State the item(s): _____

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

State the location: _____

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: _____

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

State the items: _____

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.

Katy DeFerrari

Print name of person making Determination

Culture and Climate

School or Department


Signature of person making Determination

9/13/18
Date

U of L 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

Instructional Coding Operational Definitions

TEACHER BEHAVIORS

Teaching

Teacher is engaged in instruction by explaining a concept, demonstrating a principle, or modeling a skill or activity to group that includes target student. The teaching must be academic and furthering the lesson/objective of class. Eyes on students. Instructing/Modeling/Monitoring.

Opportunity to Respond (Group/Individual)

Opportunity to Respond Group:

Teacher (or tutor) provides an opportunity to respond that is curriculum relevant that is directed at whole class or small group that includes the target student. OTR must be instruction related and not a social question, a question within the context of negative feedback or a direction to perform a task. This question is not rhetorical or instructional. Students must have to think about answering the question. OTR must be relevant to curriculum. **Teacher is asking a question related to lesson. Provides a task with curricular insight.**

Opportunity to Respond Individual:

Teacher provides an opportunity to respond that is directed to target student. OTR must be instruction related and not a social question or a question within the context of negative feedback. This OTR must be curriculum drive. **Teacher asks a question to the target student related to the lesson.**

Direction

Teacher provides a direction command that is directed at whole class or small group that includes the target student. Direction is not related to the contents of the class curriculum but to specific behavioral commands. Direction is an immediate command, no "if" or "when" statements. **A task with no insight.**

Feedback (Positive/Negative/Correct)

Positive Feedback:

Teacher gives the class or individual student feedback on an academic or social behavior that indicates the behavior/response is correct. Can be verbal or gestural.

Negative Feedback:

Teacher informs student that behavior/response is incorrect, but does not provide corrective feedback (e.g., "no" "stop that" "turn around" "quiet". Can be verbal or gestural.

Corrective Feedback:

Teacher tells student why behavior/response is not correct and re-teaches correct behavior/response.

Instructional Grouping

Whole Group:

Whole group is defined as the target student being expected to participate in an activity that involves the majority or the entire class and in which the teacher is providing the students with direct instruction in academic content (e.g., reading, math, science lesson; social skills group). If target student is not participating due to timeout or some other disciplinary action taken by the teacher, score the activity as whole group.

Small Group Peer:

Small group peer is defined as the target student being expected to participate with one or more peers without being teacher directed. During this activity, the students are discussing, collaborating, and working together without the teacher.

Small Group Teach:

Small group teacher is defined as the target student being expected to participate in a group with a portion of the students in the class (at least one other student) and an adult. During this activity the adult is providing the students in the group with **direct** instruction. Code Resource rooms with SG Teach as most of them have 10 students or less.

Independent:

Independent work is defined as the target student being expected to sit at his or her seat (on the floor, at the blackboard) and work independently. This may include reading, completing worksheets, taking a test, etc.

One on One

One on one is defined as the target student being provided individual direct instruction or attention in academic content by an adult. Code "**1-on-1**" immediately; do not wait for the five second count.

Student Acknowledgment

Teacher answers question **or** acknowledges the student. Teacher responds to query from student, either academic or social. **Teacher can respond in a non-verbal way.**

STUDENT BEHAVIORS

Engagement (Active/Passive/Off Task/Downtime)

Active Engagement:

Student Active Engagement: Student is actively engaging with instructional content via choral response, raising hand, responding to teacher instruction, writing, reading, or otherwise completing assigned task.

Passive Engagement:

Student Passive Engagement: Student is passively attending to instruction by orientation to teacher or peer if appropriate.

Off Task:

Student is neither actively engaged nor looking at the teacher but is not disrupting the class in any way (no negative behaviors).

Downtime:

There are no academic expectations of the target student or group target student is part of. Use down-time any time a reprimand or discussion with another student exceeds 5 sec without clear expectations. If student leaves class to go to the restroom/get a jacket/get her jacket, code Downtime.

Disruption

Student is neither actively engaged AND displays behavior that does or potentially could disrupt the lesson (e.g., out of seat; noises, talking to peer, making comments). Behaviors can range from low intensity (out of seat to sharpen pencil) to high intensity (making derogatory statements or destroying property).

Attention Seeking

Student raises hand **or** asks question in an appropriate manner to elicit an answer (academic or social) from the teacher.