

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., ON BEHALF OF ITS COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT (hereinafter "University"), with its principal place of business at when 2301 S. Third Street, Louisville, Kentucky 40292.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of University, which are more fully defined below; and

WHEREAS, University 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 University (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 in relation to services to be performed under 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

University agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of University's profession or business. The Services are as follows:

University of Louisville science education faculty will design and deliver 4 (four) graduate courses (12 graduate credits) designed to prepare a cohort of up to 10 high school science (non-Chemistry) certified teachers to: (a) be strongly prepared to teach Intro Chemistry with Earth, Space Science, and (b) be prepared to pass the Chemistry PRAXIS required for KY Chemistry certification. The first two courses in the sequence (summer 2020 and fall 2020) will target content, pedagogical content knowledge, and curriculum development for the high-school course Intro Chemistry with Earth, Space Science. The second two courses in the sequence (spring 2021 and summer 2021) will target the

remaining chemistry content knowledge that is assessed on the Chemistry PRAXIS. Each graduate course during the academic year will be taught in a 3-hour time block after school hours, once/week during the University semester. The summer course will be taught for 3 hours/day, 5 days/week for 3 continuous weeks in the summer. The teachers must take responsibility to register and pay for the required PRAXIS exam required for certification. JCPS teachers who successfully complete these courses and successfully complete the Chemistry PRAXIS would be recommended by University of Louisville for Chemistry certification. Courses will be held at the Gheens Science Hall and Rauch Planetarium, with JCPS providing access to a high school chemistry lab and associated supplies for 3(three) sessions each in the third and fourth courses.

ARTICLE III Compensation

The Board shall pay University up to the total amount stated below (hereinafter "Contract Amount"); the actual amount will depend on the actual number of teachers enrolled in each course up to 30 maximum. 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 University including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, University 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:	\$99,125.
Progress Payments: Four payments made on or before beginning date of each University semester in which services are offered under this Contract	
Payment 1: Due on or before June 2, 2020	
Tuition (up to 10 teachers@ \$1627/teacher)	\$21,151
Proficiency Evaluation Fee (\$200/teacher)	\$2,600
Materials and Usage Fee:	\$10,000
TOTAL PAYMENT 1:	\$33,761
Payment 2: Due on or before August 17, 2020	
Tuition (up to 10 teachers@ \$1676/teacher)	\$21,788
TOTAL PAYMENT 2:	\$21,788
Payment 3: Due on or before January 6, 2021	
Tuition (up to 10 teachers@ \$1676/teacher)	\$21,788
TOTAL PAYMENT 3:	\$21,788
Payment 4: Due on or before June 1, 2021	
Tuition (up to 10 teachers@ \$1676/teacher)	\$21,788
TOTAL PAYMENT 4:	\$21,788
Cost/Expenses (if not applicable insert N/A):	NIA
Fund Source:	Title II

ARTICLE IV
Term of Contract

University shall begin performance of the Services on June 8, 2020 and shall complete the Services no later than August 10, 2021, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by University

The Services shall be performed by University, and in no event shall University subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

University 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.

University is an independent University, not an employee. University is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to University's employees. University shall provide all equipment, materials and supplies necessary for the performance of the Services.

University shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. University shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

To the extent allowed by KRS sections 49.010, et seq., University 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 University itself, in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, University 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. University shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, University shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. University shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI
Equal Opportunity

During the performance of this Contract, University agrees that University 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. 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 University 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 University 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 University 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 other party of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate University for services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board or University may, by written notice of default to the other party, terminate the whole or any part of this Contract, if University 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, University 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.

University's Work Product

University 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 University under this Contract. University grants to Board a perpetual, non-exclusive, royalty free right to use these Works for all internal purposes.

Any reports, information, data, etc. given to or prepared or assembled by University and delivered to the Board under this Contract shall not be made available to any individual or organization by University without the prior written approval of the Board. Provided that, 1) nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information; and, 2) that nothing in this Article prevents University from using any underlying data or knowledge in the furtherance of its academic, education, or research missions.

ARTICLE XIII

Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If University 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 University in the manner prescribed by the Regulations. If the Board fails to give notice to University 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 University's place of business. University 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.
- . 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.
- . This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- A. 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, University shall comply with the Family Educational Rights and Privacy Act of 1974. If University has access to student records, University shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires University and/or any employees of University 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 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. University shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the University or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 13, 2020.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

University of Louisville Research
Foundation, Inc.
CONTRACTOR

By: _____

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

By: 

Matthew J. Hawthorne, JD, MBA
Title: Director, Office of Sponsored
Programs Administration

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: _____

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.

Susan Price

Print name of person making Determination

Curriculum Design and Learning Innovation

School or Department

Susan Price

Signature of person making Determination

March 12, 2020

Date

University of Louisville

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