

**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 University Instructors LLC (hereinafter "Contractor"), with its principal place of business at 148th State Street, 10th Floor, Boston, MA 02109 .

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 will provide instructional assistant to Jefferson County Public Schools for Early Childhood and Exceptional Child Education (ECE) students. This instructional program will be for classrooms identified by school leadership and will include synchronous support in variety of formats such as whole group and small group determined by student and classroom needs defined by JCPS leadership. The instructional assistant duties will also include bus monitor and basic student personal care/hygiene support. UI may not collect any identifying student data. They may collect the number students served each day for reporting purposes.

All UI providing services in JCPS schools must first complete the background checks listed in Article XV paragraph G below. All UI employees shall be supervised by JCPS staff while performing services inside JCPS buildings. As noted in Article XV paragraph F below, all UI employees performing services under this Contract shall be bound by the Family Education Rights and Privacy Act. UI shall be responsible for ensuring all UI staff understand and comply with this obligation.

Services will be billed at the hourly rates included on the Scope of Work documents attached hereto and incorporated herein. All service hours must be reported promptly. No payment shall be remitted for any service hours reported after 60 days of the invoice date. Once invoices have been remitted no prior service hours may be included on the new invoice. Contractor agrees and acknowledges that the Contract Amount listed in Article III below is the maximum amount payable under this Contract but is not a guaranteed payment amount. Contractor shall only be entitled to payment for work completed at the hourly rates agreed upon in the attached Scope of Work.

Nothing in this Contract or the Scope of Work documents attached shall be construed to prevent JCPS from hiring any applicant who applies to a public job posting, regardless of the applicant's past or current employer. JCPS shall not be required to pay any staffing fees or other fees as a result of hiring any applicant to a public job posting. In the event of a conflict between the terms of this Contract and the terms of any attached Scope of Work, the terms of this Contract shall prevail

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:	\$7,716,471.00
Progress Payments (if not applicable, insert N/A):	Every two weeks upon receipt of itemized invoices.
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	EA12784-0349-310KE--\$7,200,000 EA12784-0349-310LE - \$516,471

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 1, 2024 and shall complete the Services no later than July 31, 2025, 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 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, 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 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 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 August 1, 2024.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

University Instructors LLC
CONTRACTOR

By: _____

By: _____

Martin A. Pollio, Ed.D.

James "Jim" Popp

Title: Superintendent

Title: President of University Instructors

Cabinet Member: Kim Chevalier

(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 Consultants

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: _____

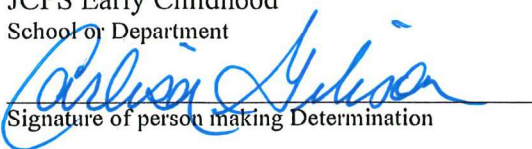
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Carlisa Gibson

Print name of person making Determination

JCPS Early Childhood

School or Department


Signature of person making Determination


Date

University Instructors LLC

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



UNIVERSITY INSTRUCTORS LLC®
A Public Consulting Group Company

For Additional Information or Remittance, contact:

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P. O. Box 3074
Staunton, VA 24402-3074
Tel. 888-826-1250, Fax. 800-276-0305
<http://ui.pcgus.com>
uipcginfo@pcgus.com

Scope of Work

Date	Quote Number
05/29/2024	#JE25-1320
Quoted to Client:	
Carlisa Gibson Director of Early Childhood carlisa.gibson@jefferson.kyschools.us Jefferson County Public Schools 3332 Newburg Road Louisville, Kentucky 40218	

Submitted By:
Dan Conaway
dconaway@pcgus.com

Description	Amount
<p>InstructED - Core Instructional Support-Inst Assistants</p> <p>Program Overview and Academic Focus: University Instructors LLC ("UI") will provide classroom instructional assistant support and or building aides for Jefferson County Public Schools. This instructional program will be for classrooms identified by school leadership and will include instructional support and school level support for the JCPS instructor(s) as assigned.</p> <ul style="list-style-type: none"> • Program Location(s): Elementary and Early Childhood Centers • # of Instructor Assistant's: 100 • Estimated Schedule: 147 days 7.0 hours daily. 5 days of training built in • Total Instructional Hours: (only hours delivered "services rendered" will be billed) • Cost: \$74.99/hr. x 102,900: \$7,716,471.00 • Design, Coordination, Management, Logistic, Data-Review: \$15/hr. included in hourly rate • Total: \$7,716,471.00 <ol style="list-style-type: none"> 1. Provide direct support for district instructional staff in classrooms to promote bandwidth and instructional initiatives. 2. Supplemental classroom support for a variety of logistic, instructional and classroom management items. (instructs students individually or in small groups). 3. Help provide collaborative teaching and learning atmosphere by providing the teaching staff with additional support and alignment for growth. 4. Ensure time on task on standards, as well as dynamic opportunities for supplemental instructional time for students. 5. Deliver effective tutor/instructor management and training to align with district learning strategies and curriculum plan. 6. All programs are supported and managed by a diverse, experienced program management team to ensure clear communication, consulting, feedback and effectiveness. 7. Building aides will be assigned non-instructional tasks to include bus monitoring, school level supports that provide bandwidth and support-non instructional. 8. Bus monitors assists in the pickup (loading) and delivery (unloading) of students from/to parent, guardian, or authorized individual. 9. Provide basic student personal care and hygiene (diapering, toileting, and feeding). 	<p>7,716,471.00</p>
Total: \$7,716,471.00	

InstructED Terms and Conditions:

All services provided by University Instructors LLC ("UI") are subject to both these Terms and Conditions and UI's Standard Terms and Conditions, a copy of which is located at: <http://ui.pcgus.com/termsconditions>.

The start date for services will be as stated in the attached Scope of Work ("SOW"). Unless otherwise indicated in this SOW, (1) UI will invoice CLIENT for the Design, Coordination and Management Fee ("DCM Fee") upon receipt of the signed SOW; and (2) UI will invoice CLIENT for the remaining balance as services rendered, or in equal monthly installments (or other designated installments to be agreed upon by the parties) during the service period.

Design, Coordination, and Management ("DCM") Services

Upon CLIENT's written request for one or more of the following DCM services, UI will provide such requested DCM service(s) pursuant to this SOW:

- i. Confirm program details with school and/or district administration.
- ii. Review program delivery timeframe, schedules, and leadership expectations.
- iii. Coordinate pre-launch activities with school and/or district implementation with school and/or district to include interview and hiring procedures.
- iv. Recruit, screen, and place appropriate instructors for program(s) in compliance with agreement terms.
- v. Manage and facilitate all personnel and payroll functions throughout program.
- vi. Monitor elements of the program implementation including, but not limited to personnel, training, certification pathways, and payroll processing where applicable.
- vii. Update school administration concerning program progress and emerging issues.
- viii. Adjust program delivery timeframes and program as needed.
- ix. Communicate to all parties regarding changes to programs.
- x. Initiate removal and replacement of candidates and personnel as necessary.
- xi. Provide program personnel with ongoing support and encouragement.
- xii. Review and approve instructor timesheets, as required.
- xiii. Conduct program wrap-up and any final program review meetings.

Screening

UI will ensure that all placed UI instructors/staff have passed: (1) a comprehensive criminal background check including the National Sex Offender Registry Database; (2) a check of the Multi-State Instant Criminal Database; and (3) a thorough search of the most recent jurisdiction on record when hired. Each school year, UI will complete an updated criminal background check for all existing UI instructors/staff. UI verifies the educational backgrounds of its instructors/staff by reviewing their transcripts as a part of the hiring process. Further, UI participates in the E-Verify program, which verifies employment authorization and is operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration.

Health and Safety

UI complies with all applicable health and safety laws, rules, regulations, and guidelines, including those promulgated by the Occupational Safety and Health Administration (OSHA) and the Centers for Disease Control and Prevention (CDC). In case of conflict between federal, state, and/or local recommendations, UI follows the most stringent safety recommendations. If UI is asked to provide in-person services at any site or workplace at which the strictest health and safety guidelines are not followed, or if the conditions associated with any public health emergency, including the COVID-19 pandemic, materially change, UI may, in its discretion and without penalty, either terminate any in-person portions of this SOW or transition to alternate workplace conditions and/or means of service delivery, including transition to virtual delivery of services.

Instructor Qualifications

UI provides instructors to school districts on a contract basis for identified instructional needs. UI instructors are not guaranteed to be certified or licensed. UI instructors will be hired with consideration of state provisional eligibility for provisional licenses.

Collaboration

UI instructors and program coordinators will coordinate instructional activities with classroom teachers to ensure that all instruction is standards-based and aligned across core academic areas. Upon CLIENT's written request, instructors will assist with CLIENT's instructional planning.

Instructional Model

Upon CLIENT's written request, UI will adopt a customized "push-in", "pull-out", or co-teaching model, which may vary from day to day based on CLIENT and student needs. Tutoring sessions may be in-person or virtual.

Client Materials and Supplies

UI instructors will utilize materials, supplies, and benchmark assessments provided by the classroom teachers to ensure continuity and alignment with district pacing. Computer assisted instruction, if required, will be conducted using school-supplied computer equipment. CLIENT will retain ownership over all CLIENT materials. UI will not share, copy, disseminate, publish, or otherwise use CLIENT materials without CLIENT's prior written consent.

UI Materials

To the extent UI provides to the CLIENT any materials, data, information, or other deliverables created by UI, UI will maintain ownership over those materials. CLIENT may not share, copy, disseminate, publish, or otherwise use UI materials without UI's prior written consent.

Meetings and Reporting

Upon CLIENT's written request and where appropriate, instructors will attend planning meetings, classroom assessment, and data meetings. Unless agreed to by both parties in writing, in-person attendance at any meeting is not required; all meetings may be attended remotely.

Training

UI will provide instructors training on policies, procedures, and expectations, as well as best practices for small group instruction. UI welcomes and encourages CLIENT to include instructors, as appropriate, in specific trainings.

Non-Solicitation/Non-Competition

During the term of UI's engagement with CLIENT, CLIENT shall not, directly or indirectly, solicit or hire any UI employee to provide services that are the same as or similar to those provided by UI to CLIENT without the express written consent of UI.

Cooperative Purchasing Agreement

The terms and conditions of this SOW may be extended to any other school district or other entity to permit those other entities to contract with UI for the goods or services set forth in this SOW, subject to the mutual agreement of UI and the other entity, which may include different payment terms. CLIENT assumes no authority, liability, or obligation to UI or to any other entity with respect to any such resulting contract.

Confidential Information; FERPA

UI will not use or disclose any confidential information or data belonging to CLIENT or that UI has access to through its role as a service provider to CLIENT, except to those of its employees who have a need to access the information in order to perform the services set forth in the SOW. UI will not use any student-identifying information in any way that violates the provisions of applicable law and regulations, including without limitation, the Family Rights Education and Privacy Act (FERPA).

Additional Services

By mutual agreement through written amendments to this SOW signed by each party, the parties may expand the scope of this SOW to include other products or services offered by UI, and to specify rates of payment for such products or services.

University Instructors LLC

Jefferson County Public Schools

By: James Popp

By: _____

Title President

Title: _____

Date 05/29/2024

Date: _____

Signature: _____

Signature: _____

Please scan/email to dconaway@pcgus.com. Thank you!