

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the date of last signature below (the “Effective Date”) by and between the University of North Carolina at Greensboro (the "University") and RPK GROUP, LLC ("Contractor"). The University and Contractor may be referenced collectively in this Agreement as the Parties or each individually as a Party.

WHEREAS, Contractor has submitted to the University a proposal for the performance of certain services; and,

WHEREAS, the University desires to enter into an agreement with Contractor for the performance of these services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Contractor agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to supply the University with the services described in Exhibit A (the “Services”), attached hereto and incorporated by reference as if fully set forth herein.
2. **TERM.** The term of this Agreement shall commence on the Effective Date and all Services shall be completed by 10/31/2023 12:00 AM
3. **PAYMENT AND EXPENSES.** In consideration for Contractor’s Services, the University shall compensate Contractor as detailed in Exhibit B (the “Compensation”).

The University's payment terms are Net 30 after receipt of accurate invoice or acceptance of goods and or services, whichever is later, unless discounted payment terms are negotiated and stated in Exhibit B.

Contractor is responsible for all travel, meals, lodging, and such other expenses as Contractor may incur in the fulfillment of this Agreement, unless otherwise specified in Exhibit B.

Payment of compensation specified in this Agreement is dependent upon and subject to the allocation, appropriation or availability of funds to the University for the purpose set forth in this Agreement.

4. **TAX WITHHOLDING.** Contractor acknowledges and agrees that under North Carolina law non-resident (out-of-state) Contractors are subject to a compensation withholding assessment amounting to four percent (4%) of any annual compensation

greater than \$1,500.00 for the following services: a performance; an entertainment or athletic event; a speech; the creation of a film, radio, or television program.

5. **CONTRACTOR'S OBLIGATIONS.**

- A. **Key Personnel.** Contractor shall not substitute key personnel assigned to the performance of this Agreement without the prior written approval of the University. Key personnel are set forth in Exhibit A.
- B. **Care of Property.** Contractor shall be responsible for the proper custody and care of any property furnished by the University to Contractor for use in connection with the provision of Services, and Contractor shall reimburse the University for loss or damage to any such property.
- C. **Subcontracting, Assignment, and Transfer Prohibited.** Due to Contractor's unique abilities, this Agreement is for personal services and Contractor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of the University. Contractor shall remain responsible for all obligations under this Agreement.
- D. **Workmanship and Quality of Services.** Contractor shall perform the Services in a workmanlike and professional manner, to the reasonable satisfaction of the University, that conforms with the scope of work described in Exhibit A and all prevailing industry, commercial, academic, and professional standards.
- E. **Compliance with Employment Regulations.** Contractor shall comply with all federal and state requirements concerning equal opportunity and non-discrimination in employment and shall treat all employees equally without regard to their age, color, disability, gender identity, genetic information, national origin, race, religion, sex (including pregnancy), sexual orientation, or veteran status.
- F. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services. If Contractor will have access to student data, then Contractor agrees herein the University is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232[g], et seq., and that in the performance of its work hereunder, it acknowledges that it will have access to student information. Contractor warrants and represents that it (i) is familiar with the requirements of FERPA and the United States Department of Education regulations promulgated thereunder, (ii) will not use or allow access to personally identifiable information from education records, except in accordance with the requirements established by the University; (iii) will not use education records for any purpose other than the purposes contracted hereunder; and (iv) shall ensure compliance with such requirements by itself and any of its contractors or sub-contractors.

6. INTELLECTUAL PROPERTY AND COPYRIGHT.

- A. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by Contractor in performance of this Agreement shall be the property of the University. Notwithstanding the foregoing, Contractor shall retain ownership of all intellectual property created by the Contractor prior to execution of this Agreement (“Pre-existing IP”) and any improvements or modifications of Pre-existing IP created pursuant to this Agreement and Contractor hereby grants the University an unrestricted, irrevocable, royalty free right to use such Pre-existing IP to the extent necessary to use the Services or any deliverables provided hereunder.
- B. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Contractor’s provision of Services shall vest in the University. Works of authorship and contributions to works of authorship created by Contractor in connection with its provision of Services are hereby agreed to be “works made for hire” within the meaning of 17 U.S.C. 201. However, if the University is not able to obtain copyright ownership under the statutory provisions for “works made for hire,” then Contractor hereby assigns to the University all right, title, and interest in such works and contributions.
- C. Contractor agrees to provide the University with any and all reasonable assistance which the University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.
- D. Contractor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless the University, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

7. CONFIDENTIAL INFORMATION.

- A. Contractor acknowledges that in connection with Contractor’s Services, the University, another governmental agency, university, or a company may disclose to Contractor confidential and proprietary information and trade secrets, and that the Contractor may also create such information within the scope and in the course of performing the Services (“Confidential Information”). Such Confidential Information may include, but is not limited to, research data, notebooks, drawings, technology, know-how, marketing plans, business plans, and any other information the disclosure of which could cause competitive harm to the owner.

Notwithstanding the above, Confidential Information shall not include any information that: (i) was at the time of disclosure part of the public domain by publication or otherwise; (ii) became part of the public domain after disclosure to Contractor by publication or otherwise, except by breach of this Agreement; (iii) was already lawfully in Contractor's possession at the time it was received under this Agreement; (iv) was lawfully received from a third party who was under no obligation of confidentiality; (v) was independently developed by Contractor without reference to Confidential Information; or (vi) is required to be disclosed by law, regulation or judicial process.

B. Contractor agrees that during the Term of this Agreement and for a period of five (5) years thereafter, Contractor will not disclose, disseminate, publicly divulge, or publish any Confidential Information without the owner's written consent. Further, the Contractor will not use the Confidential Information for any purpose other than this Agreement.

C. Upon termination of the Agreement, all records, drawings, notebooks and other documents pertaining to Confidential Information, whether prepared by the Contractor or others, shall be returned to the University or the owner.

8. **WAIVER OF PERFORMANCE BOND.** Because satisfactory performance is required prior to payment under this contract, a performance bond otherwise required of Contractor by regulations of the State of North Carolina is waived.

9. **INSURANCE.** Without limiting or diminishing the Contractor's obligation to indemnify or hold the University of North Carolina at Greensboro and the State of North Carolina harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages as may be applicable during the term of this Agreement. As respects to the insurance section only, University herein refers to the University of North Carolina at Greensboro, and its officers, board of trustees, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. **Workers' Compensation:** If the Contractor has employees as defined by the State of North Carolina, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of North Carolina. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$100,000 per person per accident.

B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the University's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

- C. **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the University as Additional Insureds.
- D. **Professional Liability:** If Contractor is providing professional services (including but not limited engineering, doctor, or lawyer services), Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate.
- E. **General Insurance Provisions - All lines:**
- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of North Carolina and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the University risk manager. If the University's risk manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the University's risk manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the University, and at the election of the University's risk manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the University, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - 3) Contractor shall cause Contractor's insurance carrier(s) to furnish the University of North Carolina at Greensboro with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the University's risk manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the University of North Carolina at Greensboro prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Contractor insurance carrier(s) policies do not meet the minimum notice requirement found herein, Contractor shall cause Contractor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the University receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the University has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the University's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the University reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the University risk management's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 7) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the University. Contractor agrees to notify the University of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. **TERMINATION.**

- A. The University may terminate this Agreement at any time by providing ten (10) days' written notice to Contractor.
- B. If Contractor shall fail to provide the Services or fulfill its obligations in a timely and proper manner under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the University shall have the right to terminate this Agreement upon written notice to Contractor and termination shall be effective immediately upon receipt. Contractor shall cease performance immediately upon receipt of such notice.
- C. In the event of early termination, Contractor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of

termination and for the Services satisfactorily rendered as of the date of termination and delivered to the University. Contractor shall be responsible to the University for damages sustained by the University as a result of Contractor's breach of this Agreement, and the University may withhold any payment due to Contractor for the purpose of setoff until such time as the University can determine the exact amount of damages due the University as a result of Contractor's breach.

D. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.

11. **INDEPENDENT CONTRACTOR.** Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Contractor and the University. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the University.

12. **LIABILITY.**

A. Contractor shall indemnify, defend, and hold harmless the University, its trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Contractor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

B. The University's liability for bodily injury, property damage or any other matter sounding in tort is determined in accordance with the provisions, procedures, and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes. the University does not waive its sovereign immunity or any rights or defenses under the North Carolina Tort Claims Act.

13. **NOTICES.** All notices shall be in writing and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing. Notices may be sent by email, fax, hand delivery, private overnight mail service, or registered or certified U.S. mail.

If to the University for Agreement purposes:

Richard Fleming
Assistant Director of Procurement Services
PO Box 26170
Greensboro, North Carolina 27402-6170
or
840 Neal Street, Room, Ste 203
Greensboro, North Carolina 27403
Fax: 336-334-5515
Email: rrflemin@uncg.edu

If to the University for Services purposes:

Robert Shea,
[[Street Line 1 (Primary First Party)]]
[[Street Line 2 (Primary First Party)]]
[[City/Town (Primary First Party)]], [[State/Province (Primary First Party)]], [[
Postal Code (Primary First Party)]]
Telephone: [[Phone Number (Primary First Party)]]
Fax: [[Fax Number (Primary First Party)]]
E-mail: [[Contact E-mail (Primary First Party Contact)]]

If to the Contractor:

RPK GROUP, LLC
626C Admiral Drive, Suite 511
Annapolis, MD 21401
Telephone: 410 591-9018
Fax: [[Fax Number (Primary Second Party)]]
E-mail: rstaisloff@rpkgroup.com

14. **GOVERNING LAW; EXCLUSIVE JURISDICTION.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Guilford County, North Carolina.
15. **ENTIRE AGREEMENT.** This contract states the entire agreement between the parties as of the date of the final signature below in respect to the subject matter of the agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties. If any part of this contract is held to be in violation of any law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties.

16. **NO WAIVER.** The waiver by the University of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the University to insist upon Contractor's performance in strict accordance with the terms of this Agreement.
17. **FORCE MAJEURE.** Notwithstanding any other term of this Agreement, if either Party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or is made illegal, impossible, or so difficult or expensive as to be commercially impracticable by an act of force majeure, then upon demonstrating the exercise of reasonable diligence to comply with its obligations under this Agreement, the affected party shall be excused from performance or underperformance of this Agreement.

For purposes of this provision, any such cause shall constitute force majeure and shall include, but not be limited to, the following: act of God; unavoidable accident; epidemic, pandemic or public health emergency; fire; casualty; lockout; act of public enemy or terrorism; war, riot or civil commotion; enactment of law or order of governmental instrumentality; strike or other labor dispute; earthquake, tornado, hurricane, inclement weather, or other event of a catastrophic nature that requires the closure of, or limitation of services on, the University campus; or, other cause of a similar magnitude; or the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; any local or national emergency; or, any other unforeseeable event beyond the Parties' control.

Both parties agree to follow US Government guidelines regarding COVID-19 pandemic precautions. In the event that the services being rendered occur on campus and are part of a large in-person gathering, and if the CDC recommends against large in-person gatherings or nonessential air travel, the service will be rescheduled to a mutually agreeable date or reformatted appropriately to comply with guidelines.

18. **MISCELLANEOUS.** Neither Party shall use this contract for advertising purposes without the prior written approval of the University or use the marks or name of the other Party for any purposes without prior written approval of the University.
19. **NOTICE FOR FORMER STATE EMPLOYEES NOW RETIRED AND RECEIVING STATE RETIREMENT SYSTEM BENEFITS.**

Legal restrictions on State retirees returning to work for a state entity, even as an independent contractor, pose risks that retirees not following the law will lose his/her retirement benefit, and will have to repay benefits already received. Under the new definition of "retirement," a newly retired State employee is only eligible to receive his/her retirement benefit from State Retirement, when that person has: 1) completely

separated from active service with "no intent or agreement, express or implied, to return" to State work; and 2) not performed work of any kind for the State, including "part-time, temporary, substitute, or contractor service," during the first six months after the date of the retirement.

Earnings limits for State retirees are also in place. The formation of a corporation, in and of itself, does not exempt retired employees from the earnings cap provided under the retirement statute. If the corporation is formed for the purpose of providing services to a State employer, the employees are made up primarily of State retirees and would render service to State employers based on a contract then this does not meet the test for being exempt from the earnings restrictions. Even though the agreement or contract is with the corporation, the individual beneficiary is rendering service to a former or associated employer. Any money received as compensation pursuant to that contract would count as part of the State retirees' re-employment earnings under N.C.G.S.135-3(8)c. On the other hand, if a retired member leaves the State and goes to work for an established corporation that 1) has multiple employees who are not predominately former State employees, and 2) the corporation provides contract services to multiple employers that are not Public agencies, then those earnings would not be subject to the earnings restrictions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized representatives.

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

Signature: 
RJ Shea Jr (Jan 19, 2023 14:44 EST)

Name: RJ Shea Jr

Title: CFO

Date: Jan 19, 2023

RPK GROUP, LLC

Signature: 

Name: Richard Staisloff

Title: Senior Partner

Date: 1/12/2023

EXHIBIT A
to
PROFESSIONAL SERVICES AGREEMENT
between
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
and
RPK GROUP, LLC

SERVICES

The Contractor shall provide the following service(s) as directed by Robert Shea, the University's Authorized Representative under this Agreement:

Key Personnel

Richard Staisloff will serve as Engagement Partner and Katie Hagan will serve as Project Lead, and will have overall responsibility for achieving the engagement deliverables, and shall continue in such role for as long as employed by RPK GROUP, LLC (rpk) during the term of this Agreement. If he/she leaves the employ of RPK GROUP during the term of this Agreement, he/she shall be replaced by RPK GROUP, after consultation with Client, by persons of at least equal capabilities and experience.

Proposed Scope of Work

rpk understands that UNCG intends to address several goals under this project, including:

- Responding to changes under a new UNC System budget model and to declining enrollments that negatively impact the sustainability of UNCG business model.
- Changing the portfolio of academic programs and optimizing academic efficiencies under a data-informed and transparent process.
- Exploring opportunities to optimize current administrative services, allowing for an increase in efficiency and potential cost savings.
- Building capacity at all levels of the organization to operate more strategically and with a return on investment lens.

To meet these goals, rpk recommends the following scope of work:

1. A complete academic portfolio and resources review that will include all aspects of data collection, analysis, and visualization, including the development of PowerBI dashboards that UNCG can sustain with existing staff resources after the project.
2. Workshops for academic deans and chairs to expose them to a return on investment lens, practice making data-informed decisions about academic programs and departments, and then apply lessons learned to their own units through the creation of action plans.

3. A high-level review of administrative service units to assess opportunities for cost savings or service improvements, with project resources available to conduct a deeper dive into additional areas for comprehensive recommendations and action plans.

Academic Portfolio and Resources Review

The goal of the academic portfolio and resources review is to create a comprehensive set of data points that academic leadership can use to make informed decisions about the future of academic offerings at UNCG. Specifically, the review will include the following data points for four years (2019, 2020, 2021, and 2022):

- By program – applications, admits, yield, headcount, retention, degree production, graduation, post-graduation outcomes, labor market demand, and competitor assessment.
- By department – course sections, credit hours, average class size by level, fill rate, faculty FTE by type, credit hours per faculty FTE by type, teaching and non-teaching FTE, revenues, expenses, and net revenue.

In addition to the data collection and analysis, rpk will support the appropriate visualization of the data. UNCG has recently started developing PowerBI dashboards, and rpk has expertise in this area. In coordination with the project teams outlined below, as well as with UNCG staff, rpk will develop at least two dashboards that will visualize the results of the review. The PowerBI dashboards will be fully transferrable to UNCG at the conclusion of the project and UNCG staff will be trained on the maintenance and refresh of the dashboards.

It is strongly recommended that the academic portfolio review and academic resources review be pursued together from the outset of the project, as those analyses provide the comprehensive data for all program and department reviews.

To achieve this academic portfolio and resources review, rpk will work with two different project teams:

- Data Team – This team will include individuals most familiar with the sources of data required to complete the review (course data, faculty data, financial data, and student data), as well as a “faculty champion(s)” to help support the development of the approach and methodology as needed. The group typically meets biweekly for the first few months of the project, and various members will meet more frequently with the rpk team as needed to support data collection and knowledge transfer.
- Meet with established groups such as the deans council, head/chair/program director group, faculty senate executive committee, executive steering committee, and others are requested to receive project updates....etc." and to include: Meet biweekly with co chairs Shea and Storrs and monthly with Chancellor Gilliam to provide updates and initial outputs of review as they are available.

In addition to the data and steering teams, rpk will maintain a feedback form that the UNCG community can use to share their thoughts on the project or ask questions, and rpk will respond within three business days. rpk will also co-host with UNCG leadership two town halls (virtual

or in-person) to share project details and, as appropriate and available, analyses, respond to questions, and support transparency. rpk can also provide written updates for UNCG to share with the community as requested.

Deans and Chairs Workshops

One of rpk's hallmarks is our commitment to the sustainability of our work. Our work is not over until people fully understand the analyses, know what action can be taken using the analyses, and can continue to produce the elements of the reviews that were of the most value. One way to support the sustainability effort is to prepare academic leaders for the data and information they will receive at the end the academic review. We do this through a series of workshops designed to expose Deans and Chairs to a return on investment lens, practice using real data (from another institution) similar to what they will receive, and, once their actual data are available, work with them to develop action plans for program and department changes that are data informed.

There will be fifteen total hours of workshop time, delivered both virtually and in-person, with the exact schedule to be developed in partnership with UNCG. A typical approach is several shorter (60-90 minute) sessions virtually to prepare attendees for longer in-person sessions. In addition to group workshops, rpk will provide technical assistance to each department and school/college upon request (up to 30 total hours).

Administrative Services Review

UNCG intends to review both academic and administrative services as it pursues good stewardship of all resources and the move toward a sustainable business model. The administrative services review would identify possible areas of cost savings and service improvement outside of academics. To achieve this, rpk will do the following:

- A. Conduct up to 25 individual/group interviews to understand existing service delivery and opportunities for improvement.
- B. Support UNCG in the creation and analysis of a customer service survey of faculty and staff to solicit feedback on service levels and pain points.
- C. Review UNCG's organization structure and other HR data to assess staffing levels and organizational structure changes that may yield efficiencies.

At the conclusion of the work above (A-C), rpk will present the findings to the project leads, and will recommend areas that reflect the highest opportunity for savings or service improvement. UNCG will select up to three units for deeper reviews and action plan development in partnership with unit leadership and staff. This work will serve as a model for other administrative units to complete their own deeper self-assessments and action plans.

Timeline

We project a total 8-month delivery schedule for all deliverables, dependent upon the availability of stakeholders and data.

EXHIBIT B
to
PROFESSIONAL SERVICES AGREEMENT
between
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
and
RPK GROUP, LLC
COMPENSATION

1. The University shall compensate Contractor for the Work to be performed under this Agreement as designated in Exhibit A, and any attachments upon receipt of an itemized invoice of services rendered:

rpK GROUP’s project fees will be billed hourly, using the approved UVA contract rates, as follows:

RPK GROUP Team Fee Schedule (including travel and expenses)

	TITLE OF RESOURCE	Tasks Performed by this title.	Number of Qualified Professionals Currently On Staff	HOURLY BILLING RATE **Including travel and expenses
1.	Executive	Provides overall project direction and quality control. Serves as direct interface with University. Ensures contract completion.	4	\$450.00
2.	Professional	Provides contract deliverables to University. Translates the data collection and analysis of Analyst position into presentation materials. Engages with University project team, develops recommendations and action plans.	6	\$350.00
3.	Analyst	Performs data collection, review and quality control. Completes analysis and creates draft presentation materials for University.	10	\$225.00
4.	Admin. Assistant	Provides all administrative support, including scheduling, and document management. Reviews presentation materials for completeness and quality.	1	\$125.00

rpk GROUP will provide University with monthly invoicing providing hours by employee type. Total billings under this contract shall not exceed \$400,000.

As an agency of the State of North Carolina, the University may not make any advance payment(s) or deposit(s) prior to the completion of contracted services. Payment will be made exclusively by University check mailed to the address on this Agreement. State law prohibits the University from agreeing to any acceleration clauses.







RPK - Updated Agreement

Final Audit Report

2023-01-19

Created:	2023-01-18
By:	Michael Logan (mflogan@uncg.edu)
Status:	Signed
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"RPK - Updated Agreement" History

-  Document created by Michael Logan (mflogan@uncg.edu)
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-  Signer r_shea@uncg.edu entered name at signing as RJ Shea Jr
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-  Document e-signed by RJ Shea Jr (r_shea@uncg.edu)
Signature Date: 2023-01-19 - 7:44:13 PM GMT - Time Source: server- IP address: 152.13.249.80
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