

**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 Magnet Schools of America (hereinafter "Contractor"), with its principal place of business at 1909 K Street NW, Suite C140, Washington, DC 20006.

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:

This NIMSL's Collaborative Coaching with Traditional Schools, a Strategic Planning Event, and Strategic Implementation Planning and Coaching for MST schools will occur during spring – fall 2026.

Contractor Collaborative Coaching with Traditional Schools (TBD); One day event onsite whole group; virtual follow up with each (six hours) This Collaborative Coaching Summit will bring together Traditional Magnet school leaders of JCPS to align on rigorous academic standards and magnet exemplar models. Participants will engage in peer-to-peer discussions focused on essential and rigorous practices while integrating modern data-driven assessments. This will occur during spring - summer 2026.

Strategic Planning Event (Two days onsite, April – June 2026, plus six hours virtual collaboration) NIMSL will provide a collaborative event to assist JCPS magnet schools' critical need for assistance with their magnet blueprint including a framework around the MSA Pillars. The MSA Pillars are key benchmarks in assessing the success of any magnet program. The Pillars provide a framework for each school's unique magnet theme and approach to instruction. It is essential for all school staff to embrace these Pillars and leverage them into the implementation of an authentic school-wide theme. This planning event will provide the legs to build JCPS's magnet blueprint/strategic plan and will allow the District to begin looking at their magnet schools with a fresh lens and perspective. Strategic Implementation Planning and Coaching – MST Schools (Four days onsite, fifteen hours virtual sessions – summer – fall 2026) These onsite and virtual coaching series will help build a magnet mindset with core leadership collaboration. This series will consist of four days onsite and fifteen hours of virtual sessions. Four full days onsite to conduct onsite reviews/walkthroughs with staff or deeper dive into building exemplar magnet schools and programs and then fifteen hours of virtual sessions consisting of meeting with each of the three levels separately for follow up on the strategic planning work from the onsite day. The objectives for the Strategic Implementation Planning and Coaching are the following:

Check in on goal progress from the previous work

Collaboratively set look-fors for site visits, and in addition, use the five Pillars to guide the site visits

Receive individual school debrief/feedback after each visit - can be delivered to Principal and/or Team

Strategic Planning sessions to revisit, revise, and set new goals, actions, and metrics for success

Develop a walkthrough tool for all ten schools to utilize to monitor implementation success

Strategic Implementation Planning and Coaching plus Intensive Coaching Experience For a full-service approach to magnet school development, with the NIMSL District Magnet Strategic Implementation Plan, MSA proposes for a NIMSL expert to guide in the development of a strategic design implementation plan template and prepare for JCPS leadership to present the template by collaborating on resources and design. Based on the successful elements of implementation science, the school will develop a guiding document that incorporates their professional learning, parent engagement, partnership engagement, curriculum work, and sustainability planning. Through creating a personalized and shared vision for the magnet school implementation, MSA ensures that the magnet theme is fully developed and implemented, while also being supported by core beliefs and philosophies about student learning. This shared vision is the foundation for curriculum alignment and standards mapping in a magnet school and will allow JCPS leadership to drive the work that needs to be done for exemplar practices/models for their magnet school. This planning and coaching will consist of two ninety-minute virtual sessions at each of the sixteen sites. Additionally, NIMSL will provide an intensive coaching experience for two principals consisting of three virtual meetings per principal and one day onsite at each of their schools.

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:	Not to exceed \$150,000
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoice
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CH11191-0322-900XP for \$100,000 and CH11191-0349-900XP for \$50,000

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 22 , 2026 and shall complete the Services no later than June 30, 2027, 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 Chief Finance Officer, 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.

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 hereby appoints Amanda Averette - Bush as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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 22, 2026.

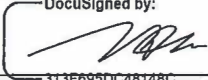
Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

Title: Dr. H. Brian Yearwood
Superintendent

Magnet Schools of America
CONTRACTOR

By:  _____
DocuSigned by:
313F695DC48148C...

Title: Ramin Taheri
Executive Director

Cabinet Member: Dr. Jim Jury

(Initials)

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

- Provide nationally recognized expertise specific to magnet schools and magnet program implementation.
- Deliver technical assistance aligned with nationally recognized magnet school standards and best practices.
- Offer professional development designed specifically for magnet school leaders, teachers, and district administrators.
- Support continuous improvement through magnet-specific program evaluation, quality standards, and implementation guidance.
- Provide resources that strengthen magnet program fidelity, sustainability, student recruitment, diversity, and innovation.
- Demonstrate established national leadership and expertise in magnet education that cannot be replicated through general educational consulting services.

What steps did you take (i.e. research) to determine this was the only vendor available?

JCPS reviewed available educational consulting organizations and professional development providers that offer school improvement services. While several organizations provide general school leadership, curriculum, or instructional consulting, none specialize exclusively in magnet education or maintain nationally recognized standards and evaluation frameworks specific to magnet schools. The review confirmed that Magnet Schools of America is the only national organization dedicated solely to advancing magnet schools through nationally recognized Standards of Excellence, magnet-specific professional learning, technical assistance, program evaluation, and implementation support. Based on this research, JCPS determined that no other vendor provides an equivalent combination of nationally recognized magnet expertise, standards-based guidance, and specialized services required to meet the district's magnet program needs.

APPENDIX A



PROJECT SCOPE

PROPOSAL FOR SERVICES

This is a proposal for services from Magnet Schools of America (MSA) through The National Institute for Magnet School Leadership (NIMSL) to Jefferson County Public Schools. This proposal for NIMSL's Collaborative Coaching with Traditional Schools, a Strategic Planning Event, and Strategic Implementation Planning and Coaching for MST schools will occur during spring – fall 2026.

SCOPE OF WORK

Collaborative Coaching with Traditional Schools

(TBD); One day event onsite whole group; virtual follow up with each (six hours)

This Collaborative Coaching Summit will bring together Traditional Magnet school leaders of JCPS to align on rigorous academic standards and magnet exemplar models. Participants will engage in peer-to-peer discussions focused on essential and rigorous practices while integrating modern data-driven assessments. This will occur during spring - summer 2026.

Strategic Planning Event

(Two days onsite, April – June 2026, plus six hours virtual collaboration)

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(Four days onsite, fifteen hours virtual sessions – summer – fall 2026)

These onsite and virtual coaching series will help build a magnet mindset with core leadership collaboration. This series will consist of four days onsite and fifteen hours of virtual sessions. Four full days onsite to conduct onsite reviews/walkthroughs with staff or deeper dive into building exemplar magnet schools and programs and then fifteen hours of virtual sessions consisting of meeting with each of the three levels separately for follow up on the strategic planning work from the onsite day.

The objectives for the Strategic Implementation Planning and Coaching are the following:

- ✓ Check in on goal progress from the previous work
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- ✓ Receive individual school debrief/feedback after each visit - can be delivered to Principal and/or Team
- ✓ Strategic Planning sessions to revisit, revise, and set new goals, actions, and metrics for success
- ✓ Develop a walkthrough tool for all ten schools to utilize to monitor implementation success

BUDGET

The proposed **budget** for this project is:

Category	Service	Detail	Cost
Technical Assistance	Collaborative Coaching with Traditional Schools	<i>Consultant time: 1 days onsite @ \$7,500 Virtual time @ \$3,500 (6 hours)</i>	\$ 11,000.00
Technical Assistance	Strategic Planning Event	<i>Consultant time: 2 days onsite from April - June 2026 @ \$4,900 per day Virtual collaboration @ \$3,500 (6 hours)</i>	\$ 13,300.00
Technical Assistance	Strategic Implementation Planning and Coaching - MST schools	<i>Consultant time: 4 days onsite @ \$4,900 per day Fifteen Virtual hours @ \$7,000</i>	\$ 26, 600.00
	Invoicing to occur after each event is completed.	TOTAL	\$50,900.00

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

Amanda Averette-Bush
Assistant Director of Student
Assignment
Jefferson County Public Schools

Date

Ramin Taheri
Chief Executive Officer
Magnet Schools of America

Date