



**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 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 (JCPS) to address the need to support magnet schools. Trainings for the JCPS magnet schools will occur in Fall of 2022 through Spring of 2023 and will cover the following services as listed below (see also attached Appendix A):

*Setting a Foundation for High Functioning Magnet Schools with Fidelity Workshop (September 2022)

*Ensuring Diverse Student Populations; Successful Recruitment and Retention Practices for Magnet Pathways (September/October 2022)

*Leading Successful Magnet Schools Training (November/December 2022)

*Strategic Planning and Coaching Series (January-May 2023)

*Certification Readiness Workshop (March/April 2023)

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:	\$47,800.00
Progress Payments (if not applicable, insert N/A):	Invoices will be sent out: December 30, 2022 (\$27,600.00) and April 28, 2023 (\$20,200.00)
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	<u>CH11189-0349</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on September 1, 2022 and shall complete the Services no later than May 31, 2023, 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 31, 2022.

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

JEFFERSON COUNTY BOARD OF EDUCATION

MAGNET SCHOOLS OF AMERICA CONTRACTOR

By: _____

By: _____

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

DocuSigned by:
Todd Mann
292F68830D86408...
Todd Mann
Title: Executive Director

Cabinet Member: Robert Moore _____
(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.

Heather Brennan
Print name of person making Determination

Office of School Choice
School or Department

Signature of person making Determination

Date

Magnet Schools of America
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



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 (JCPS) to address their need to support their magnet schools. This proposal for services for the JCPS magnet schools will occur Fall of 2022 through Spring of 2023 and will be as described below:

Setting a Foundation for High Functioning Magnet Schools with Fidelity Workshop

Setting a Foundation for High Functioning Magnet Schools with Fidelity Workshop is an allowable use under:

CRRSA Act Section 313(d)(9)
ARP Act Section 2001(e)(2)(k)

Address learning loss among students through the implementation of evidence-based interventions and ensure that those interventions respond to students' social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups.

In this workshop, participants are introduced, and intensively engaged in each of the Pillars for Magnet Schools by reflecting on their instructional practice, beliefs, and evidence-based interventions that respond to students' social, emotional, and academic needs. This workshop is designed to engage site-based leadership to ensure their magnet schools recognize the critical elements and reflect a truly rigorous, diverse, and engaging environment in which students demonstrate achievement gains. Working with school teams, and cross district grouping, participants will expand their knowledge, reflect on their practices, and develop commitments moving forward to ensure optimal magnet programs and schools. Facilitators will present the pillars through a wide-variety of engaging activities including exploring research briefs, Ted Talks, exemplar programs, and group think tanks. This workshop will be for one day.

Leading Successful Magnet Schools Training

Leading Successful Magnet Schools Training is an allowable use under:

CRRSA Act Section 313(d)(9)
ARP Act Section 2001(e)(2)(k)

Address learning loss among students through the implementation of evidence-based interventions and ensure that those interventions respond to students' social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups.

In this training, teacher leaders, school administrators, and magnet support personnel will be introduced to several tools for planning next steps to strategically implement the Standards of Excellence to guide school sites toward model magnet schools and programs. Through a systems approach to curriculum development and alignment, the school leadership team will be supported in establishing, implementing, and assessing curriculum shifts based on implementation of evidence-based interventions with the school's magnet theme. This training will be for two days.

Ensuring Diverse Student Populations; Successful Recruitment and Retention Practices for Magnet Pathways

This professional learning experience provides a student recruitment / retention framework based on a whole system approach of support for students and families. The session will focus on practical strategies and best practices that work at the school level to ensure magnet students are successfully retained through high school. This learning

experience will focus on *Standard 1: Student Recruitment and Selection*: all district and school based efforts for student selection including marketing, recruitment, entrance and assignment policies, and transportation are designed to ensure equitable access and the reduction of minority group isolation and *Standard 2: Diversity and Equity*: district and school based policies and activities to attract and retain students support integration, all classrooms reflect the district and community demographic diversity, and educators demonstrate a commitment to teaching in a diverse setting. This learning experience will be for one day.

Strategic Planning and Coaching Series

MSAP School Strategic Implementation Planning Training (Summer/Afterschool focus) is an allowable use under:

CARES Act Section 18—3(d)(9)
CRRSA Act Section 313(d)(9)
ARP Act Section 2001(e)(2)(k)

Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.

This training supports the development of a strategic magnet school design implementation plan. Based on the successful elements of implementation science, each school will develop a guiding document that incorporates their professional learning, parent engagement, partnership engagement, curriculum work, and sustainability planning – including planning and implementing activities related to summer learning and supplemental afterschool programs. By creating a personalized and shared vision for magnet school implementation, MSA ensures not only that the magnet theme is fully developed and implemented, but it is also supported by core beliefs and philosophies about student learning. This shared vision is the foundation for curriculum alignment and standards mapping in a theme-based school. This virtual coaching series will help build a magnet STEM (STEAM & MST) mindset with core leadership collaboration. This series will consist of six 90-minute virtual sessions along with district pre/post meetings.

Certification Readiness Workshop

During the Certification Readiness Workshop, participants will be shown how Magnet School Certification identifies schools that have achieved national benchmarks in terms of magnet programming. This is a key assessment tool in guiding school development and setting actionable goals for school development. Through self-reflection, goal setting, documentation, and progress-monitoring, developing magnet schools identify their own success markers based on nationally recognized success criteria.

SCOPE OF WORK

The Five Pillars for Magnet Schools are deeply rooted in innovative, systemic, and research-based curriculum design and implementation. By ensuring that all staff are well-versed in the Five Pillars, **Setting a Foundation for High Functioning Magnet Schools with Fidelity Workshop** takes the essential step in achieving this component. The Five Pillars are key benchmarks in assessing the success of any magnet program. These Pillars will be the foundation of the success matrices used in each magnet school. The Pillars for Magnet Schools 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.

Ensuring Diverse Student Populations; Successful Recruitment and Retention Practices for Magnet Pathways will provide each school participating practical school-wide approaches for ensuring student success/retention in the DISTRICT K-12 pathway. This work will include marketing planning, alignment of supports for all students from grade level to grade level, planning for the creation of magnet standards for graduation levels, and engaging families.

Through a systems approach to curriculum development and alignment, the school leadership team will be supported in establishing, implementing and assessing curriculum shifts based on magnet theme. **Leading Successful Magnet Schools Workshop** will provide a space for the school leadership teams to receive assistance in the development and implementation of success matrices based on the school's theme. This will be supported through the Magnet Pillars and the Standards of Excellence. This workshop is designed to ensure that magnet themes and implementation plans are followed with fidelity. This component tracks implementation and supports school leadership teams in adjusting their implementation as necessary based on the school's developmental progress.

During the **Strategic Planning and Coaching Series**, collaborative virtual events will occur, inclusive of a collaborative workspace, facilitating, instructing, and district pre/post meetings.

During the **Certification Readiness Workshop**, participants will learn that the Certification Process is based on the five pillars of magnet schools and the National Magnet School Standards of Excellence. Participants will reflect on their own school/program to analyze where they stand before going through the Certification Process.

MSA will provide JCPS support by selected NIMSL consultants within Fall of 2022 and Spring of 2023. The NIMSL proposal would consist of:

1. Ensuring that all staff are well-versed in the Five Pillars
2. Utilizing the Five Pillars as key benchmarks in assessing the success of the magnet school
3. Using the Pillars as the foundation/framework of the success matrices used in each magnet school
4. Deep knowledge of what a magnet school "looks" like and "feels" like
5. Ability to interact with all members of the school community: Superintendent, Board of Education, Administration, School Leadership, Teachers, Students, Parents, School Partners
6. Involvement in developing magnet themes
7. Ability to establish, implement, and assess curriculum shifts
8. Ability to develop and implement success matrices based on theme
9. High-quality written and verbal communication skills
10. Creating and working diverse learning environments
11. Ability to ensure student success/retention
12. Utilizing the five MSA pillars as a guide for building a Magnet STEM (STEAM & MST) Mindset w/ Core Leadership Collaboration through virtual coaching and a collaborative workspace
13. Using the Standards of Excellence to define the essential elements and characteristics of high-quality magnet programs to prepare schools for the Certification process

BUDGET

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

Category	Service	Detail	Cost
Technical Assistance	Setting a Foundation for High Functioning Magnet Schools with Fidelity Workshop	<i>Consultant time: 1 consultant x 1 day @ \$7,400 per day September 2022</i>	\$ 7,400.00
Technical Assistance	Ensuring Diverse Student Populations; Successful Recruitment and Retention Practices for Magnet Pathways	<i>Consultant time: 1 consultant x 1 day @ \$7,400 per day September/October 2022</i>	\$ 7,400.00
Technical Assistance	Leading Successful Magnet Schools Workshop	<i>Consultant time: 1 consultant x 2 days @ \$6,400 per day November/December 2022</i>	\$ 12,800.00
Technical Assistance	Strategic Planning and Coaching Series	<i>Consultant time: 1 consultant x six 90-minute collaborative virtual events, plus pre/post meetings January – May 2023</i>	\$12,800.00
Technical Assistance	Certification Readiness Workshop	<i>Consultant time: 1 consultant x 1 day @ \$7,400 per day March/April 2023</i>	\$7,400.00

Category	Service	Detail	Cost
		<p style="text-align: right;">TOTAL</p> <p style="text-align: center;"><i>(Inclusive of travel and materials)</i></p> <p>Invoices will be sent out:</p> <p>December 30, 2022: \$27,600.00</p> <p>April 28, 2023: \$20,200.00</p>	<p style="text-align: right;">\$47,800.00</p>

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

DocuSigned by:
Todd Mann

Todd Mann
Executive Director
Magnet Schools of America

8/10/2022

Date