

Council of the Great City Schools Contract for Professional Services Assisting with District Governance

The following agreement describes ongoing professional services provided by the **Council of the Great City Schools** ("Council") located at 1331 Pennsylvania Avenue, N.W., Suite 1100N, Washington, D.C. 20004 to Board of Education of Jefferson County Kentucky ("District") located at 3332 Newburg Rd, Louisville, KY 40218

Scope

The Council shall provide professional services to the District's governing team — school board and superintendent — that include, but are not limited to, training, coaching, confidential advising, professional development, and facilitation of discussions regarding the district's long-term vision and strategic plan ("Services").

Term

This contract ("Contract") is for two years and shall begin on February 28, 2023 and shall terminate February 27, 2025. Additional time would require a new contract with appropriate fees.

Costs to the District for Services and Expenses

The maximum amount that may be paid by the District for the Services, inclusive of travel expenses, is \$100,000 per a 12-month period, as described below.

- <u>Compensation for Initial Leadership Training & Support</u>: Provided at \$40,000 per full session, this typically involves an initial two days of on-site or virtual visits by Council team members. This is inclusive of preparation and planning prior to session. The district will be invoiced for \$40,000 upon execution of this contract.
- **<u>Compensation for Additional Leadership Training</u>: Additional training and facilitation are provided as mutually agreed upon at the cost of \$10,000 per full session.**
- <u>Compensation for Coaching Support</u>: In addition to the Leadership Training requested and provided above, the Council will provide ongoing monthly coaching, strategic planning, and implementation support to the district (either individually or in groups). The total fee paid for the Ongoing Coaching Support, which is tracked by Council staff, shall be invoiced by the Council at the termination of the contract. The amount invoiced shall be at a rate of \$2,000 per day or at a rate of \$250 per hour – whichever is less.
- <u>Subject Matter Experts</u>: Provided if needed, at \$2,000 per full day of service or at a rate of \$250 per hour—whichever is less. This amount shall be invoiced after delivery of their services.
- <u>**Travel expenses**</u>: The District shall reimburse the Council for all travel related expenses incurred and necessary for the performance of the Services up to a total effective rate not to exceed \$2,500 per day. Such reimbursement shall include, but is not limited to, transportation to and within the region, lodging, and meals and will comply with all district

policies, as well as state and local statutes.

Waiver of Additional Fees

Notwithstanding the language above, the Council agrees to waive Additional Leadership Training and all Coaching Support fees in the event District:

• Develops a "Board Work Plan" identifying measurable, objective and attainable work products or activities to be completed during the term of the contract.

and,

• Completes the work products or activities within the Board Work Plan that had deadlines occurring prior to the termination of the contract. The determination as to whether there was completion of the relevant work products or activities shall be made by the Council in consultation with the board chair.

Termination

Either party may terminate this agreement without cause after written notification to the other party at least thirty (30) calendar days in advance. Any termination prior to completion of the items in the Board Work Plan will forgo the benefits described in the Waiver of Additional Fees section of this agreement and require immediate payment for all services rendered.

Signatures below signify acceptance of this agreement.

Approval by District Representative:

Signature

Full Name & Title

Date

Approval by Council Representative:

Signature

Full Name & Title

Date