

**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. The Magnet Schools of America Agreement for services is attached hereto and incorporated herein. In the event of a conflict between the terms of this contract and the terms of the Magnet Schools of America Agreement for services, the terms of this contract 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:

1) Standards of Excellence Cohort IX Certification for 12 JCPS schools/sites at a cost of \$1,395 each for a total of \$16, 935

2) Standards of Excellence Certification Program-Reboot Level 1-2 for 1 school/site at a cost of \$195.00

3) Strategic Planning and Implementation Training to include one consultant x eight 90 minute sessions at a cost of \$15,000. Services as outlined in the attached Scope of Work.

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:	\$31, 935
Progress Payments (if not applicable, insert N/A):	As invoiced
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	CH11053-0322- 900XP

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on September 1, 2023 and shall complete the Services no later than September 1 , 2024, 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 September 1, 2023.

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

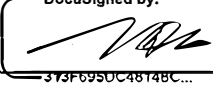
JEFFERSON COUNTY BOARD OF EDUCATION

By: _____

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


CONTRACTOR

DocuSigned by:

By:  _____
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Title: Ramin Taheri
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: _____

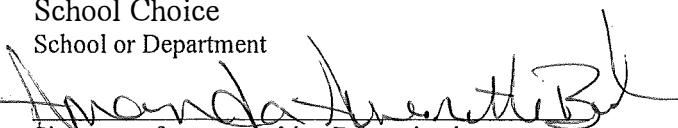
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Amanda Averette-Bush

Print name of person making Determination

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

F-471-1

Revised 05/2011

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 four elementary, three middle, and two high school traditional schools through collaborative virtual events with the JCPS team. This proposal for services will begin in November 2023 and extend through June 2024.

SCOPE OF WORK

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 Traditional mindset with core leadership collaboration. This series will consist of eight 90-minute virtual sessions along with district pre/post meetings.

BUDGET

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

Category	Service	Detail	Cost
Technical Assistance	Strategic Planning and Implementation Training	<i>Consultant time: 1 consultant x eight 90-minute sessions</i>	\$ 15,000.00
		TOTAL	\$ 15,000.00


APPROVAL AND AUTHORITY TO PROCEED

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

Dr. Martin Pollio
Superintendent
Jefferson County Public Schools

11/15/2023

Date

DocuSigned by:

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Ramin Taheri
Chief Executive Officer
Magnet Schools of America

9/25/2023

Date

MAGNET SCHOOLS OF AMERICA

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into as of the 28th day of September 2023 (the “**Effective Date**”), by and between Jefferson County Public Schools, (“**District**”) with its principal place of business located at 3332 Newburg Road Louisville, KY 40218, and Magnet Schools of America, with its principal place of business located at 1909 K Street NW, Suite C140, Washington, DC 20006 (“**Service Provider**”).

RECITALS

WHEREAS, District desires to obtain certain services and activities as described herein and in the attachments hereto.

WHEREAS, Service Provider possesses certain qualifications to provide such Services.

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree as follows:

AGREEMENT

1. Term. Service Provider is hereby retained by District as an independent contractor. The Work under this Agreement shall occur November 2023 and extend through June 2024. This Agreement may be terminated prior to such date upon successful completion of the Services and satisfaction of all obligations hereunder or upon written notice from the District as provided further herein.

2. Services. Service Provider shall perform the services and work (the “**Services**”) described in Appendix A attached hereto (the “**Scope of Work**”). All such Services shall be the responsibility of Service Provider.

3. Schedule. Service Provider shall devote attention to completion of the Services as Service Provider reasonably determines and is not required to perform such Services during particular hours, on particular days or in a particular location, unless otherwise stated in the Scope of Work and so long as any timeline or deadline for completion of the Services or Services milestones is satisfied. Service Provider shall work with the District to coordinate any work to be performed in order to minimize any disruption to District staff and students.

4. Fees and Expenses. Service Provider shall be compensated for performance of the Services as follows (complete applicable entries):

- Hourly rate of \$ _____, per person, not to exceed _____ hours per day and _____ total days.

- Daily rate of \$_____, per day, not to exceed _____ days (minimum of __ hours required per day or the daily rate will be pro-rated).
- Fixed amount at \$15,000.00 for 1 consultant x eight 90-minute sessions**
- Such amounts as set forth in the Scope of Work.

The total estimated Service Provider fees based on time estimates are **\$15,000.00**.

Subject to Section 10, expense reimbursements (including, but not limited to, mileage, public transportation, meals, hotels, etc.) will be permitted only to the extent specifically provided in this Agreement or with the prior written consent of District.

Any reimbursable travel expenses must follow the U.S. General Services Administration Allocations with respect to meals, incidentals and hotel rates, as well as mileage and other transportation expenses where applicable. The per diem and allowed rates are provided from the U.S. General Services Administration website: <http://gsa.gov/portal/category>. No alcoholic beverages are allowed for reimbursement under any circumstance. District will only reimburse travel expenses based upon itemized receipts submitted fully documenting the date, time, location, and cost of such expenses, but expenses will be capped based upon the U.S General Services Administration guidelines. The total estimated reimbursable travel expenses under this Agreement (if applicable) are \$0.00.

With the exception of training materials for District staff as noted below, District is not responsible for any additional expenses, subject to Section 10. The total estimated cost of training materials (if applicable) is \$0.00.

The total compensation and reimbursement of Service Provider under this Agreement shall not exceed \$15,000.00 (which includes Service Provider's time, travel reimbursements and training materials as indicated above), unless prior written approval is obtained from District.

5. Payment. Payment pursuant to this Agreement is dependent upon the completion of the Services, compliance with the Agreement, and submission of invoice(s) adequately and fully describing work performed. When the fee is on an hours or a per diem basis, any consultant time which is invoiced must reflect in detail the time and date such time was worked by specific individual and total time/days by individual (*i.e.*, collective or cumulative time bills are not permitted).

6. Independent Contractor. Service Provider is an independent contractor and neither the Service Provider nor any of its employees, subconsultants, or agents are employees of District. Service Provider and any of its employees, subconsultants, or agents are not entitled to participate in any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Service Provider with a completed Internal Revenue Service Form 1099. Service Provider is responsible for payment of taxes due with respect to compensation paid under this Agreement.

7. Confidentiality.

- (a) **“Confidential Information”** means any non-public information that relates to the plans and operations of District and the personal information of District’s employees and past, present and future students disclosed, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of District or its employees and students. Notwithstanding the foregoing, Confidential Information shall not include any such information which Service Provider can establish (i) was publicly known or made generally available prior to the time of disclosure to Service Provider; (ii) becomes publicly known or made generally available after disclosure to Service Provider through no wrongful action or inaction of Service Provider; or (iii) is in the rightful possession of Service Provider, without confidentiality obligations, at the time of disclosure as shown by Service Provider’s then-contemporaneous written records.
- (b) During and after the term of this Agreement, Service Provider will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Service Provider will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of District, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of District, except that Service Provider may disclose Confidential Information to any third party on a need-to-know basis for the purposes of Service Provider performing the Services; provided, however, that such third party is subject to written non-use and non-disclosure obligations at least as protective of District and the Confidential Information as this Section 7. Service Provider may also disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, Service Provider shall provide prior written notice to District and seek a protective order or such similar confidential protection as may be available under applicable law. Service Provider agrees that no ownership of Confidential Information is conveyed to the Service Provider. Service Provider agrees that Service Provider’s obligations under this Section 7 shall continue after the termination of this Agreement.
- (c) Service Provider shall observe all applicable federal and state requirements relating to the confidentiality of records and information provided to Service Provider by the District, including but not limited to, student records. All records generated by Service Provider as a result of rendering the Services under this Agreement shall be the property of the District and maintained in District files. Service Provider may maintain duplicate records for its purpose consistent with any confidentiality requirements.

8. Assignment. Service Provider is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and Service Provider’s obligations hereunder without the prior written consent of District.

9. Indemnification. Service Provider shall defend, indemnify and save harmless District, its

employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of Service Provider, its employees or agents. To the extent permitted by law, District shall defend, indemnify, and save harmless Service Provider from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of District, its employees or agents. The foregoing notwithstanding, except to the extent reasonably foreseeable, in no event shall either party be liable to the other for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

10. Termination. This Agreement shall terminate upon completion and delivery by Service Provider of the Services in a form and manner reasonably satisfactory to District or upon mutual agreement. The parties hereto reserve the right to terminate this Agreement upon failure by either party to satisfy the terms and conditions set forth herein. The foregoing notwithstanding, (a) District may terminate this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice to Service Provider, and (b) Service Provider may terminate this agreement at any time, with or without cause, upon thirty (30) days' prior written notice to District. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event District terminates this Agreement prior to completion of the Services, District shall be responsible and pay Service Provider for all non-refundable travel and lodging costs incurred by Service Provider and/or its agents in connection with anticipated performance under this Agreement so long as such costs were incurred prior to the date of any such termination by District. If District terminates this Agreement within forty-five (45) days of the scheduled date for commencement of performance of the Services, District shall be responsible and pay Service Provider for twenty-five percent (25%) of the total project compensation set forth in Section 4, in consideration of project planning and design.

11. Governing Law. The construction, performance and validity of the Agreement and the Statement of Work shall be governed by the law of the state of District of Columbia, without reference to its provisions regarding choice of law.

12. Amendment. This Agreement shall not be modified except by a writing signed by the authorized representatives of Service Provider and District. No Statement of Work hereunder may be modified except by a writing signed by the authorized representatives of Service Provider and District.

13. Notices. All communications required to be sent or given under this Agreement or any Statement of Work shall be in writing and shall be duly given and effective if mailed by certified mail return receipt requested or if sent via a nationally recognized overnight courier service upon confirmation of delivery, to the respective party's address as first set forth above or to any other address that either party may identify in writing from time to time by giving notice to the other party.

14. Entire Agreement. This Agreement, together with the Statement of Work and any other attachments, is the entire agreement and understanding between the parties hereto with respect to

the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and neither party shall be bound by any representation, warranty, covenant (other than the covenant of good faith and fair dealing), term or condition other than as expressly stated herein.

15. Headings. The section headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

16. Severability. If any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of the Agreement shall not in any way be affected or impaired.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same instrument.

18. Facsimile and Electronic Signatures. This Agreement may be executed and delivered by facsimile or electronic transmittal and upon such delivery the facsimile or electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

JEFFERSON COUNTY PUBLIC SCHOOLS

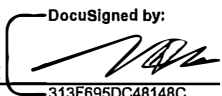
By: _____

Name: Dr. Martin Pollio

Title: Superintendent

SERVICE PROVIDER:

MAGNET SCHOOLS OF AMERICA

By:  _____

Name: Ramin Taheri

Title: Chief Executive Officer

[SIGNATURE PAGE TO MAGNET SCHOOLS OF AMERICA SERVICES AGREEMENT]