

**Council of the Great City Schools  
Professional Services Agreement  
Assisting with Member District Governance**

This Professional Services Agreement ("Contract") is entered into by the **Council of the Great City Schools** ("Council") located at 1331 Pennsylvania Avenue, N.W., Suite 1100N, Washington, D.C. 20004 and Fayette County Public Schools ("District") located at 450 Park Place, Lexington, KY 40511 for professional services to be provided by the Council to the District in accordance with and in consideration of the terms set forth herein.

**I. Scope**

The Council shall provide professional services, i.e. Coaching Support, to the District's governing team,<sup>1</sup> and other District staff as needed, that include, but are not limited to in-person or virtual: leadership training and support; coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the District's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as agreed upon in the Board Implementation Timeline ("Timeline") referenced in Section III of this Contract.

**II. Term**

This Contract shall begin in August 2025 and shall remain in effect until July 2027 (up to 24 months), unless completed or terminated in accordance with Section VII below.

**III. Cost to the District for the Two-Year Professional Services Agreement**

**A. Non-Refundable Base Fee.** The non-refundable base fee for the two-year Contract term is \$100,000.00, contingent upon meeting the requirements of Section III.B. of the Contract. However, a discount of \$10,000.00 will be given if the School Board's vote to approve this Contract is unanimous. The non-refundable base fee is inclusive of all Council preparation and planning prior to each session and ongoing in-person and virtual coaching support to accomplish the deliverables set forth in the Board Implementation Timeline. A copy of the Board resolution reflecting the Board's vote shall be included with the signed Contract. The non-refundable base fee is due upon execution of this Contract.

**B. District Requirements: In consideration for the services provided upon payment of the non-refundable base fee, the Board agrees to the following:**

- 1) Within the first three (3) months of execution of this Contract, the Board shall adopt a Board Implementation Timeline ("Timeline") identifying measurable, objective, and attainable activities and deliverables to be completed during the term of the Contract. The Timeline is a project management document that outlines the pacing of activities and deliverables to fully implement the student-outcomes focused governance framework. Reasonable modifications to the Timeline are expected and shall be agreed upon by the Board and the

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<sup>1</sup> For purposes of this contract, the "Governing Team" is defined as the School Board Members and the Superintendent of the school district.

Council;

and,

- 2) The District should complete the activities/deliverables within the Timeline. The determination as to whether the activities/deliverables are completed within the Timeline shall be made by the Council in consultation with the Board Chair.

#### **C. Early Termination.**

As set forth in Section VII, if the Contract is terminated by the District prior to completion of the Timeline, the actual costs of services rendered will be charged to the District in accordance with Section IV. The non-refundable base fee will be applied to the amount of actual costs incurred; however, no portion of the non-refundable base fee will be returned to the District.

#### **IV. Actual Costs to the District Upon Early Termination**

Actual costs will be assessed to the District for any completed activities/deliverables when the District terminates the Contract prior to completion of the Timeline, as follows:

- A. Compensation for In-Person Session:** The in-person training and facilitation shall be charged at the cost of \$20,000.00 per full session.
- B. Compensation for Coaching Support:** Coaching Support shall be charged at a rate of \$2,500.00 per day or \$250.00 per hour, whichever is less, up to the date of termination of the Contract.
- C. Expenses Cap:** The maximum amount of actual costs that shall be charged to the District for services provided, exclusive of travel expenses, is \$200,000 (for unanimous vote) or \$300,000.00 (for non-unanimous vote) per 12-month period.

#### **V. Subject Matter Experts:**

Service from Consultants who are Subject Matter Experts may be provided at \$2,500 per full day of service or at a rate of \$250 per hour—whichever is less. This amount may be invoiced after delivery of the services.

#### **VI. Travel Expenses**

In addition to the non-refundable base fee for this Contract, the District shall reimburse the Council for all travel-related expenses incurred and necessary for the performance of the Contract services up to a total effective rate not to exceed \$2,500.00 per person, per trip. 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.

## **VII. Termination**

Either party may terminate this Contract without cause after written notification to the other party at least thirty (30) calendar days in advance. Any termination by the District prior to completion of the activities/deliverables in the Board Implementation Timeline shall require immediate payment by the District of actual costs for all services rendered and travel expenses incurred up to the date of the cancellation.

Signatures below signify acceptance of this Contract.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as approved/ratified by the Board of Education on \_\_\_\_\_.

Approval by District Representative:

|           |                         |       |
|-----------|-------------------------|-------|
| _____     | _____                   | _____ |
| Signature | Print Full Name & Title | Date  |

Approval by Council Representative:

|           |                                     |       |
|-----------|-------------------------------------|-------|
| _____     | Raymond C. Hart, Executive Director | _____ |
| Signature | Print Full Name & Title             | Date  |

## **SAMPLE**

### **Board Implementation Timeline**

#### **Overview**

The Fayette County Board of Education has identified the following objectives it wants to pursue to increase its focus on improving student outcomes.

#### **1. Identify, clarify, and monitor progress regarding the community's vision and values**

- Clearly identify the board's SMART Goals and Guardrails to improve student outcomes from within the existing Strategic Plan;
- Adopt a monitoring calendar to serve as the framework for the Goals and Guardrails;
- Implement a two-way community engagement process to engage, listen, and report on the community's vision and values for students;
- Conduct quarterly self-evaluations to track the board's growth towards focusing on the adopted Goals and honoring of the adopted Guardrails; and,
- Conduct annual superintendent evaluations based on the board's adopted Goals and Guardrails.

#### **2. Redesign board meetings to be more focused on the Goals**

- Invest at least fifty percent (50%) of board meeting time each month into monitoring progress toward the Goals (once they are adopted);
- Review board agenda to create alignment with the Goals and Guardrails;
- Conduct an analysis of how much time is spent on various items during the course of a given board meeting; and,
- Review board calendar to create alignment with the Goals and Guardrails.

#### **3. Codify board processes and practices**

- Review and, if needed, revise the board's operating procedures to clarify distinct work of the board (governance) and superintendent (management) as well as the shared work of both parties; and,
- Provide effective governance trainings for community members.

The Board Chair, Board Admin, Superintendent, and CGCS Coach will meet monthly to coordinate activities.

#### **Additional Resources**

[Student Outcomes Focused Governance Manual](#)