

**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 ACB Consulting (hereinafter "Contractor"), with its principal place of business at 3605 Thayer Street Evanston, IL 60201 .

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:

Contractor shall provide consulting services to support the Archdiocese of Louisville. Services shall include facilitation of goal-setting and reflection sessions; ongoing coaching and collaboration with the Office of Catholic Schools team; and support for systems alignment to improve student learning outcomes.

Contractor shall expand and facilitate a Principal Learning Network serving identified schools through monthly meetings, individual coaching sessions, and periodic full-day planning sessions. Contractor shall also provide site-based support including school improvement planning, instructional leadership development, classroom walkthroughs, and coaching for principals.

In addition, Contractor shall provide targeted, customized support for designated schools through monthly site visits and virtual consultation. The total scope of services shall include approximately forty-five (45) days of consulting services, along with associated travel as outlined in the proposal.

All services provided under this agreement shall be secular, neutral, and non-ideological in nature and shall not promote or endorse any religious doctrine.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this contract. Contractor shall retain all copyrights owned prior to entering this contract, and the Board may not reproduce any materials not designated reproducible with the express written permission of the contractor. The Board shall not record (on audio or video) the consultant's presentation during a visit. In the event the Board determines that it is impractical or impossible for in-person services to occur, the Contractor may provide these services remotely using video conferencing technology as necessary.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provisions of Article V shall remain the same.

If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

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:	Up to the amount of \$160,000.00
Progress Payments (if not applicable, insert N/A):	Approved invoices for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	9872027-0322-401MP - \$160,000.00

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 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 Elaine Abanatha 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 July 22, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

ACB Consulting, LLC
CONTRACTOR

By: _____

By: Ann Cummins Bogan

Title: Dr. H. Brian Yearwood
Superintendent

Title: Ann Cummins Bogan
President

Cabinet Member: Dr. Jim Jury

(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: Educational 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.

Elaine Abanatha

Print name of person making Determination

Federal Programs

School or Department

Elaine Abanatha

Signature of person making Determination

5/12/2026

Date

ACB Consulting, LLC

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



ARCHDIOCESE OF LOUISVILLE
Catholic Schools

May 27, 2026

Project & Federal Funds
Jefferson County Public Schools
3301 Stober Rd.
Louisville, KY 40213

Subject: Contractor Responsibility and Indemnity Agreement

To Whom It May Concern:

On behalf of the Archdiocese of Louisville, I am writing to confirm that the Archdiocese of Louisville will accept full responsibility for the work performed by ACB Consulting, LLC as outlined in the attached contract. We understand and acknowledge our obligations to oversee and ensure that the contractor fulfills all contractual requirements.

Furthermore, the Archdiocese of Louisville agrees to hold Jefferson County Public Schools (JCPS), the Board of Education, and its affiliates harmless in all matters related to this contract. This indemnity includes, but is not limited to, any claims, disputes, or liabilities that may arise from the contractor's work or performance.

This letter is signed by an authorized official of the Archdiocese of Louisville to confirm our understanding and acceptance of these responsibilities.

Sincerely,

Mary E. Parola
School Improvement and Professional Learning Specialist



Archdiocese of Louisville Partnership Proposal 2026 - 2027 School Year

Thank you for the opportunity to continue our partnership. Ann Cummins Bogan has been working with the Archdiocese of Louisville since 2017 to deepen systems coherence and support the continuous improvement of schools. In partnership with the Office of Catholic Schools, the following priorities have been a focus of our work together.

- Aligning district and school plan for continuous improvement grounded in the National Standards and Benchmarks for Effective Elementary and Secondary Schools.
- Integrating instructional leadership, the accreditation process, and the work of school leadership teams.
- Building intentional connections between school leadership teams and PLCs to implement strategies aligned with school improvement goals.
- Designing and implementing a growth-focused collaborative process for teacher supervision and evaluation.
- Providing professional development on the Framework for Teaching.
- Supporting the development of A Common Vision for effective Tier 1 instruction, clarifying the roles and responsibilities of teachers and Learning Coordinators, and refining the structures and processes for student support beyond the classroom
- Implementation of standards-based instruction and alignment of student learning outcomes in pre-school.

Ann Cummins Bogan has also provided direct support to schools aligned with Governance and Leadership and Academic Excellence. In the past two years, a Principal Learning Network has been established. Collaboration among principals has amplified the work of individual schools to enhance School Leadership Teams and implement strategies to ensure effective instruction and support for all students.

The proposed scope of work is included below. ACB 's approach will continue to be grounded in collaboration with members of the OCS Team, building internal capacity and collective efficacy. The proposed focus areas for partnership in the 2026/2027 SY include.

- Support an integrated approach to school support among members of the OCS team focused on Academic Excellence, Governance and Leadership
- Continued and expanded facilitation of a principal learning network
- Targeted support for schools to continuously improve Academic Excellence and Governance and Leadership, grounded in a culture of collaboration
- Consistency in the implementation of the Supervision and Evaluation process



Schools partnering with ACB Consulting for the 2026/2027 SY are listed below:

Principal Learning Network	Targeted Support
St. Bernard St. Edward Holy Trinity St. James Louisville St. Michael St. Raphael	St Andrew • School Improvement Planning and Implementation • Support for effective Tier 1 instruction Holy Spirit • Deepening implementation of The Framework for Teaching • Refining SLT practices

A proposed scope of work for the 2026-2027 school year is provided on pages three and four. The total scope is based on the contract for the 2025-2026 school year.

The scope of work includes 45 days of consulting services @\$3,000/day and estimated travel expenses for a total of \$160,000.00

Once you have reviewed the proposal for support for the 2026-2027 school year, please reach out with any questions about the work or recommended refinements to the plan. Please note that page three of this document contains a service agreement and requires a signature to begin the work. Please sign and email to acb@anncbconsulting.com

Thank you for your continued partnership; we look forward to working with you!

Sincerely,
Ann Cummins Bogan

Scope of Service July 1, 2026 - June 30, 2027

Goals	Services	Time and Expense
Support for the Office of Catholic Schools	- Facilitation of Fall/Winter/Spring Reflection on Goals - Monitor implementation of strategies to achieve goals and refine team practices to ensure systems alignment to improve student learning outcomes - One-on-one and team coaching support - Monthly virtual check ins with OCS team members Aug-June approx 1 hour/month per team member - In person meetings and collaboration (.5 day per month August- May)	3 Days 7 days 5 days
Expand and refine the Principal Learning Network. (Six Schools) 2026-2027 Schools - St. Bernard - St. Edward - Holy Trinity - St. James Louisville - St. Michael - St. Raphael	- Monthly meetings to share updates on school goals, ideas, strengths, and opportunities. - One on one virtual coaching sessions (1 hour per month per school) $1 \times 6 \times 10 = 60 \text{ hours (7.5 days)}$ - Winter/ Summer full day meeting to reflect on the year and plan for the coming school year. (2 days) - Individual support for sites, including site visits, classroom walkthroughs, and coaching support for principals. .25 days per month X 6 (10.5 days)	20 days

Provide customized support for individual schools • Holy Spirit • St. Andrew	• Monthly site visits and virtual support for principals.	10 days
Estimated Travel	• 10 visits with the estimated cost of \$2,500/ per visit for hotel and transportation.	\$25,000
Total Scope of Services:		45 days @ \$3,000 / day + Estimated Travel = \$160,000.00



Thank you for the opportunity to partner with the Archdiocese of Louisville for the 2026 -2027 school year. As compensation for the services rendered, the Archdiocese of Louisville agrees to pay \$155,000.00 as detailed in the attached **Scope of Services**.

ACB Consulting and the Archdiocese of Louisville agree to make appropriate personnel available to ensure ACB Consulting can perform its obligations under the **Scope of Services**.

Additional days mutually agreed upon will be at the rate of **\$3,000 per day**.

Thank you for this opportunity. We look forward to working with you. If you agree with the above, please sign below.

Ann Cummins Bogan
Owner, ACB Consulting

Amy Nall
Superintendent,
Archdiocese of Louisville Schools

Date: May 6th, 2026

Date: