CONTRACT

THIS CONTRACT is entered into this 23 day of November, 2026 , by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Metis Associates, 500 7th Ave, 8th Floor, New York, New York 10018** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Office of School Leadership, Magnet School Assistance Program (MSAP) Grant,** has established the need to **conduct a comprehensive grant evaluation to assess the implementation of project activities for the MSAP Grant and the extent to which the activities support the project outcomes and outputs** and has determined that this need cannot be met by existing district staff.

Metis Associates provides **grant specific needs assessments, best practices literature reviews, grant evaluations, Evidence of Promise Study, grant training programs,** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **a comprehensive grant evaluation to assess the implementation of project activities of the MSAP Grant including the Evidence of Promise Study**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Office of School Leadership, Breckinridge Elementary, Harrison Elementary, and Crawford Middle Schools,** as an independent contractor, services under the direction of **Amy Gilkison, MSAP Project Director**.

2. The second party shall provide **all services as detailed in the attached Year 3 Scope of Work.**

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of $80,000 . Additional expenses to be reimbursed are **not allowable outside the Scope of Work attached**, with a total amount of this contract not exceeding **$ 80,000**

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school sponsored program or activity must submit 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 ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from **October 1, 2026**, through **September 30, 2027**, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY KENTUCKY

Date

Principal/Direct. IN: AG

Lincoln T. Smith

Second Party Signature

10/19/2026

Date

Legal IN: SDC

Lincoln T. Smith, Executive Chair & CFO
Metis Associates, Inc.

Name of Second Party

S.L.T IN: _____

metis associates
partners for meaningful change

Dr. Tara Fowler
President & CEO
tfowler@metisassoc.com

Dr. Bill Bradford, Interim Superintendent
Fayette County Public Schools
450 Park Place
Lexington, KY 40511

September 25, 2026

Dear Dr. Bradford:

Metis Associates, Inc. ("Metis") is pleased to submit for your review this Letter of Agreement to provide evaluation and data management services to Fayette County Public Schools ("FCPS" or "Client") on its Magnet Schools Assistance Program (MSAP) initiative. Metis is eminently qualified and fully committed to providing these services.

Engagement Scope. Metis will evaluate Year 3 of FCPS's MSAP grant. Metis has designed an evaluation that assesses the extent to which the project meets proposed goals, objectives, and performance indicators, which are aligned with all federal reporting requirements. The table below presents the evaluation activities and corresponding timeline.

October 2026 to September 2027: FCPS MSAP Year 3 Workplan	Timeline
Develop Year 3 scope of work and timeline; meet with program staff to finalize	October 2026
Review and revise instruments (protocols and consent form)	November 2026
Submit to Metis IRB	December 2026
Conduct fall school site visits, including focus groups and interviews	December 2026
Analyze and report on site visit data	January 2027
Develop and submit a data request for the federal APR report	March 2027
Analyze data and prepare the APR report	April 2027
Conduct spring school site visits, including focus groups and interviews	April 2027
Program and administer online surveys for students, parents, and staff	April–May 2027
Analyze and report on survey and site visit data	May 2027
Develop and submit a data request for the federal Ad Hoc report	September 2027
Analyze data and prepare an Ad Hoc report	September 2027
Attend client meetings (monthly)	Ongoing
Program administration	Ongoing
Compile and review program documentation	Ongoing

Compensation and Payment Schedule. This work will be performed for a fixed price of $80,000 from October 2026 to September 2027. Metis assures that it will provide a level of effort, including all labor, travel, and other expenses, that is reasonable and necessary to produce deliverables that

are acceptable in form and content. If the scope of the project changes significantly during the performance period, a renegotiation of the fixed price may be necessary.

Metis will invoice on the following schedule, and payments are due upon receipt.

Payment	Amount	Date
Initial payment	$26,000	November 30, 2026
Second payment	$27,000	March 31, 2027
Final payment	$27,000	September 30, 2027
Total	**$80,000**	

Effective Date and Termination. This agreement will be effective on the date signed and will terminate upon acceptance of the final project deliverables (expected September 2027). Either party may terminate this agreement upon 10 days' written notice to the other. In the event of termination by the Client before completion, Metis would be entitled to payment for services provided, and related expenses, with time billed at Metis's standard hourly rates. In the event of such termination, Metis will provide an invoice of time and reimbursable expenses within five business days, with payment to (or credit from) Metis due 15 days after said invoice.

Other Provisions. Metis considers all work products resulting from this Agreement to be the intellectual property of the Client, and the Client solely controls the dissemination of such products. However, Metis may seek the Client's prior permission to describe the engagement and disseminate the findings and other work products in various venues (e.g., Metis website, ERIC online library).

Metis will comply with all requirements communicated to it by Client for background checks and similar procedures for all Metis staff entering Client buildings and property or having contact with Client staff or students.

Metis will keep all data records and information provided by the Client confidential and will make reasonable efforts to ensure their security. When this agreement ends—whether by expiration, termination, or cancellation—Metis will consult with the Client about how to handle the data, which may include returning it to the Client, transferring it to a party or parties designated by the Client, and/or destroying it. If returning, transferring, or destroying the data is not feasible, Metis will continue to protect and maintain the data until it becomes possible to return, transfer, or destroy it. Metis agrees to comply with all applicable local and federal laws and regulations related to privacy and security. Metis acknowledges that it may obtain access to confidential records through this project and agrees not to disclose any such records except as required to perform its duties under this Agreement or as mandated by law.

Metis reserves the right to use AI assistance tools, including Claude AI, in the development of instruments and analysis/reporting, with all deliverables subject to appropriate human oversight and quality control. Any use of AI tools will comply with applicable data protection requirements and confidentiality obligations under this agreement.

Metis is an independent contractor that maintains various benefits and Workers' Compensation coverage for its employees in accordance with its policies and applicable law. No

employer-employee relationship will exist between the Client and Metis, or with the Metis staff working to fulfill this agreement.

This Agreement shall be governed and construed according to the laws of the State of New York without regard to conflicts of laws principles.

If you accept this agreement, please initial and sign. You will receive a fully executed copy. We look forward to working with you on this important project.

Sincerely yours:

Tara Fowler, PhD
President & CEO, Metis

Acknowledged and agreed:

Bill Bradford, EdD
Interim Superintendent, FCPS