

CARROLL COUNTY SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the CARROLL COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 813 Hawkins Street Carrollton, Kentucky 41008 and BOTH Christopher Perkins AND Bradley Weston (hereinafter "Contractors"), with their principal places of business at 4602 Asbury Park Terrace, Louisville, Kentucky 40241 AND 2006 Top Hill Road, Fairdale, Kentucky, 40118 (respectively).

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractors, which are more fully defined below; and

WHEREAS, Contractors have held themselves 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 Contractors (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 Contractors' profession or business. The Services are as follows:

- Providing an overview and thorough explanation of using a common instructional framework

- Providing common definitions/understandings of essential components and indicators of success for highly effective classroom instruction
- Providing instructional planning tools to provide a pedagogical framework for delivery
- Providing follow-up training to the instructional leadership for the elementary, middle, and high schools in the use of a common instructional walk-through tool that will yield data to provide coaching to staff and individual teachers.

ARTICLE III

Compensation

The Board shall pay Contractors the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid to each contractor 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 Contractors 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: | <u>\$1,000.00 per consultant</u> (\$2,000 total for June 4 th training) |
| Progress Payments (if not applicable, insert N/A): | <u>N/A</u> |
| Costs/Expenses (if not applicable insert N/A): | <u>N/A</u> |
| Fund Source: | _____ |

ARTICLE IV

Term of Contract

Contractors shall begin performance of the Services on June 4th, 2019, and shall complete the Services no later than June 4th, 2019, unless this Contract is modified as provided in Article VIII.

ARTICLE V

Performance of Services by Contractor

The Services shall be performed by Contractors, and in no event shall Contractors subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractors 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.

Contractors are independent contractors, not an employee. Contractors are responsible for the payment of all federal, state and local payroll taxes. Contractors shall provide all materials and supplies necessary for the performance of the Services.

Contractors shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractors shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractors agree 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 Contractors themselves, in connection with the performance of this Contract. Contractors also agree 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, contractors, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

ARTICLE VI

Equal Opportunity

During the performance of this Contract, Contractors agree that Contractors 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, or disability. 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 Contractors 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 Contractors 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 Contractors 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 Contractors of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractors for Services satisfactorily performed through the effective date of termination.

ARTICLE X

Termination for Default

The Board may, by written notice of default to Contractors, terminate the whole or any part of this Contract, if Contractors breach 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, Contractors 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 Contractors under this Contract. Contractors agree that the Works are "works for hire" and Contractors assign all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractors under this Contract shall not be made available to any individual or organization by Contractors 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 Contractors 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 Contractors in the manner prescribed by the Regulations. If the Board fails to give notice to Contractors 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 Contractors' place(s) of business. Contractors 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 Contractors have access to student records, Contractors shall

limit its employees' access to those records to persons for whom access is essential to perform this Contract.

- G. If this Contract requires Contractors and/or any employees of Contractors to perform services on the premises of any JCPS schools during JCPS school hours, 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 findings 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.
- H. Contractors shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractors or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractors or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of _____, 2019.

CARROLL COUNTY BOARD OF EDUCATION

CHRISTOPHER PERKINS and BRADLEY WESTON

By: _____
Danny Osborne

Title: Superintendent

By: _____
Mr. Christopher Perkins

Title: Consultant

By: _____
Mr. Bradley Weston

Title: Consultant