



Education Consultants

Professional Services Agreement

Presented to:

Gary French, Superintendent
Elizabethtown Independent Schools
219 Helm Street, Elizabethtown, KY 42701
Phone: 270-765-6146; Fax: 270-765-2158
gary.french@etown.kyschools.us

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into on January 7, 2013 by and between Colleagues on Call, an Arizona Limited Liability Company, and **Elizabethtown Independent Schools, Kentucky** (hereinafter referred to as "Customer"), and is subject to the following terms and conditions:

I. Customer contracts for Colleagues on Call Professional Services, entitling Customer to receive:

- Consultant services from John Antonetti to be delivered on the following dates:
 - August 5, 2013
 - September 16, 2013
 - November 5, 2013
 - January 2014 (date to be determined)
 - March 2014 (3 dates to be determined)
- Content and daily agenda to be determined between Colleagues on Call and Customer.
- Fee is \$5500.00 per day, all-inclusive of travel, lodging, and related expenses.
- Total contract price: \$38,500.00

II. General Provisions.

- a. GOVERNING LAW. Unless otherwise specified by state law, this Agreement is made and entered into in the State of Arizona and the internal laws of said state shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations hereunder.
- b. CONSENT TO JURISDICTION. Unless otherwise specified by state law, all parties agree that all suits, actions, or legal proceedings arising out of this Agreement may be brought only in a court of competent jurisdiction in Maricopa County, Arizona. Each party consents to the jurisdiction of such court in any such suit, action, or proceeding.

III. Intellectual Property Rights: Customer acknowledges all documents and electronic media presented are owned exclusively by Colleagues on Call. Any reproduction requires prior, written permission from the presenter.

IV. Payment Schedule and Terms. The following represents the payment to be received by Colleagues on Call from Customer, and the scheduled payment date. The term of the contract runs from execution through March 31, 2014.

Customer will be invoiced in July 2013 with payment to be made in full within 30 days of August 5, 2013.



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Please make check payable to Colleagues on Call and mail to Phoenix office.

By signing in the spaces provided below, Colleagues on Call and Customer agree to the terms and conditions of this Agreement. This agreement reflects the entire understanding in writing and supercedes any communications and/or agreements concerning this contract.

District

Colleagues on Call

Signature _____ Date _____

Signature _____ Date _____

Printed Name and Title _____

Dr. Jim Garver, partner _____

Please provide the following information in both sections:

Who will be the contact person for the work?

Who will receive and pay the invoice?

Contact _____

Contact _____

Title _____

Address _____

Phone _____

Phone _____

Email _____

Email _____

Fax _____

Fax _____

PLEASE NOTE:

Contract must be signed and delivered to Colleagues on Call by February 22, 2013 to guarantee terms stated above. Depending on time frame, receipt of contract after this date may result in a higher fee due to increased travel expenses.

Please sign and date two copies of this contract. Keep one copy and forward the other copy to Colleagues on Call at the address or fax number below. A countersigned copy will be mailed to you upon receipt.