**AGREEMENT**

**between**

**Berea College (DUNS 001960566)**

**And Breathitt County Board of Education**

THIS AGREEMENT is made by and between Berea College, a Kentucky non-profit corporation, with its address at c/o Dreama Gentry CPO 2185, Berea College, Berea, Kentucky 40404 (“College”), and Breathitt County Board of Education with its address at P.O.Box 750, 420 Court Street, Jackson, KY 41339.

WHEREAS, the College is the recipient of an PartnerCorps STEM grant from the Council for National and Community Service with a CFDA number of 94.006 (the “Grant”), which is an AmeriCorps program that increases student competency in the science, technology, engineering and mathematics, or “STEM” fields.

WHEREAS, Breathitt County Board of Education will engage in activities to promote the success of their students through the use of AmeriCorps members provided through PartnerCorps STEM (“Services”).

WHEREAS, the College desires to contract for the services of Breathitt County Board of Education for the Grant as described in this Agreement.

 Breathitt County Board of Education is familiar with the objectives and terms of the Grant obtained by the College, including the grant materials submitted by the College and the pertinent program rules, policies and regulations pertaining to the grant. In consideration of the foregoing recitals and the agreements contained herein, the College and Breathitt County Board of Education agree as follows:

**A. Services**

1) As the Project Sponsor, Berea College PartnerCorps STEM project will:

1. Serve as the fiscal agent and overall cost administrator for the grant to ensure all program expenses are matched and monitored as required.
2. Provide supervision of members through existing Partners for Education staff.
3. Provide supervision of the grant, provide assistance to the member sponsor and STEM members in support of grant implementation, and be the liaison between project host sites, member sponsors, STEM members, and ServeKY.
4. Comply with the provisions of the Memorandum of Agreement between ServeKY, Partners for Education at Berea College and the Berea College PartnerCorps STEM Project.
5. Assign STEM placements to the sites (Breathitt Co. High) for the duration of this Memorandum of Agreement subject to the availability of funding and recruitment/training deadlines as required.
6. Assist the school sites with the development of STEM member work plans and schedules and provide final approval of work plans and schedules.
7. Assist with recruitment, screening, interviewing, and selection of candidates.
8. Transfer STEM member(s) from one placement to another to comply with the terms and provisions of the grant or upon the request of ServeKY.
9. Provide the STEM member with AmeriCorps branding (pins, shirts, etc.) and mileage reimbursement during their term of service for attendance at required trainings.
j. Ensure the STEM members dedicate an average of 40 hours/week to their approved STEM work plans. Berea College PartnerCorps STEM staff will track hours on a regular basis.

2) The Host Site/Sponsor Site will:

1. Provide a point of contact to assist with scheduling and orienting STEM members to the host site expectations.
2. Provide adequate working space, materials and supplies, and access to 3 desktop computers, phone and internet service to permit the STEM members to perform his/her assigned duties.
3. Assist with recruiting and selecting STEM candidates.
4. Ensure the STEM members have orientation to the school, the school policies and procedures and expectations at the beginning of the member's service.
5. Use the approved STEM work plan/schedule as the source of tasks and responsibilities for the STEM member's service.
6. Inform PFE staff (site supervisor, project director, director of programs) of any concerns regarding the member's behavior or service.
7. Allow STEM members to participate in scheduled professional development and training opportunities including appropriate staff and faculty meetings.
8. Allow the STEM member to participate in Days of Service (eg, MLK Day of Service, 9/11 Day of service, etc.) should activities be organized by the Berea College STEM project or in the community where the STEM member is serving.
9. Provide access to student attendance, grades, and assessment data for the purpose of evaluation and ongoing student services.
10. Ensure that members are not asked to participate in any activities prohibited by AmeriCorps, and are also not asked to do any tasks or duties that would be supplanting (such as substitute teaching, lunchroom duty, or coaching).
11. For this contract, there are no matching fund requirements.

3) Joint Responsibilities - both parties to the Memorandum of Agreement shall:

1. Make every reasonable effort to ensure that the health and safety of the STEM members are protected during the performance of their assigned duties. Neither the project sponsor of the host site shall assign or require STEM members to perform duties which would jeopardize their safety or cause them to sustain injuries.
2. Ensure that persons selected as STEM members are not directly related by blood or marriage to the member host administration, project sponsor staff, officers or members of the organizations boards, or program staff at ServeKY.
3. Uphold the mission of Berea College by actively recruiting from diverse populations without regard to race, religion, sex, sexual orientation, age, ancestry, citizenship, disability, or veteran status to serve as STEM members.
4. The host site should document any performance or behavior issues and immediately report them to the Berea College STEM Project. The STEM Project staff will follow Berea College and PartnerCorps Policies and Procedures to determine any consequences, in coordination with the school principal and/or superintendent.

**B. Rates and Compensation**

There are no exchange of monies included in this agreement.

**C. Type of Contract**

Independent consulting contract with BEREA COLLEGE. No partnership, joint venture or other association is created by or should be implied by this Agreement. Breathitt County Board of Education shall utilize its own methods, judgment and employees in connection with the provision of the Services. It is expressly understood and agreed that Breathitt County Board of Education and its employees shall not be entitled to any employment benefits or payments of any kind from the College other than the Compensation which shall be paid to Breathitt County Board of Education without any provision for the withholding of any local, state and federal taxes or withholdings of any kind whatsoever. Breathitt County Board of Education is and shall be responsible for the salaries and wages of its own employees, workers’ compensation, unemployment insurance, liability insurance, and any taxes or withholdings that are the obligation of Breathitt County Board of Education.

**D. Contract Limits**

Expansion of the scope or extent of this agreement beyond the efforts contained herein may be made only through mutual agreement by both parties, BEREA COLLEGE and Breathitt County Board of Education, as evidenced in writing.

**E. Term of Service**

 This agreement shall be for a term commencing on Feb 01 2019 and ending on Jul 31 2019, except in cases where the total compensation amount exceeds $2,000. When the total compensation exceeds $2,000, the effective date of the agreement is the later of the date Berea College issues a purchase order to Breathitt County Board of Education or the commencement date.

**F. Hold Harmless**

Breathitt County Board of Education agrees to indemnify and hold BEREA COLLEGE harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

BEREA COLLEGE agrees to indemnify and hold Breathitt County Board of Education harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

**G. Source of Funding; Cancellation Due to Grant Termination or Reduction**

The parties acknowledge and agree that the sole source of funding for the Grant, including the Compensation and Expenses to be paid hereunder to Breathitt County Board of Education is from the funding provided to the College from the Council for National and Community Service. If, for any reason, funding for the Grant is withdrawn, terminated or reduced by more than 10% annually by the Council for National and Community Service, this Agreement shall automatically terminate with the Breathitt County Board of Education being entitled to remuneration for Services and Expenses incurred to the date of termination.

**H. Contract Termination**

Either party may terminate the contract at any time with a 30-day express written notice of the contract termination. Such notice shall be provided to parties via written notice to the undersigned authorized representatives. The terminating party is responsible for any costs or obligations entered into by the other party that the other party reasonably incurred prior to the date of termination.

**I. Breach**

In event of either party committing a breach of any provisions of this agreement (“defaulting party”), then the party which is not so in breach (“aggrieved party”) shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with the written notice of breach within 14 (fourteen) days of receipt thereof, the aggrieved party shall be entitled to cancel this agreement and/or to claim specific performance. Aforesaid is without prejudice to such other rights as aggrieved party may have at law.

**J. Copyright & Authorship**

Reports produced under this contract unless otherwise released will be the exclusive property of BEREA COLLEGE. Breathitt County Board of Education will not disseminate reports to anyone outside of BEREA COLLEGE.

Where applicable, Breathitt County Board of Education acknowledges that all files, videos, records, lists, books, literature, products and other materials College owns or uses in connection with performing the Services will at all times remain the College’s property, and that upon the completion of the Services, Breathitt County Board of Education will surrender to College all such company property, including but not limited to files, videos, records, lists, books, literature, products and other materials. Breathitt County Board of Education shall retain the ownership of instructional and course materials and any personal property or equipment used for providing the Services that are owned by Breathitt County Board of Education. Any materials produced by Breathitt County Board of Education expressly for the Grant shall constitute a “work for hire” with the College or the Council for National and Community Service, as the case may be, retaining ownership and rights of use and Breathitt County Board of Education retaining dual ownership and rights to use as its intellectual property.

**K. Confidentiality**

Breathitt County Board of Education agrees not to disclose any information gathered in the course of fulfilling the scope of work associated with this contract to anyone not associated with this contract without express permission from BEREA COLLEGE. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments. At no time will Breathitt County Board of Education reveal the identity of any person participating in this project without permission.

**L. Right of Audit and Retention Requirements**

The Council for National and Community Service and the College, as recipient and fiscal agent of the Grant, shall have the right to examine and audit all books and financial records of Breathitt County Board of Education as they pertain to the Services provided by Breathitt County Board of Education for this project and all Compensation and Expenses paid hereunder to Breathitt County Board of Education. Unless otherwise agreed in writing, Breathitt County Board of Education agrees to maintain financial records related to this agreement until June 30, 2021.

**M. Dispute Resolution**

Any dispute between and among the parties to this Agreement shall be resolved by binding arbitration administered according to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceedings shall be held before a single arbitrator appointed by the Chief Judge of the Madison County Circuit Court. Any hearing shall be held in Lexington, Fayette County, Kentucky. Any arbitration award may be enforced by any court of competent jurisdiction.

**N. Eligibility of Consultant**

Breathitt County Board of Education covenants and agrees that it will, at all times, maintain its eligibility to serve as a vendor under the Grant to the extent of any rules, policies or regulations promulgated by Berea College, the Council for National and Community Service, or any other federal agency or court having jurisdiction. A criminal background check may be required by Berea College. In cases where the College determines a criminal background check is required, the College and Breathitt County Board of Education will determine in writing who is responsible for paying the costs associated with obtaining the background check. Breathitt County Board of Education will be notified in writing if a criminal background check is required. If, for any reason, Breathitt County Board of Education shall become ineligible on account of any of the foregoing, this Agreement shall automatically terminate with Breathitt County Board of Education being entitled to remuneration for Services and Expenses incurred to the date of termination.

**O. Non-Discrimination Requirements**

Breathitt County Board of Education represents and warrants that it is, and at all times during the term of this Agreement will be, in compliance with Title VI of the Civil Rights Act of 1964 as amended, and other applicable regulations, statutes and orders, and shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in connection with the performance of this Agreement.

**P. Regulatory Compliance**

In the administration and performance of this Agreement, Breathitt County Board of Education agrees that it shall comply with all applicable Federal laws and regulations.

**Q. Entire Agreement**

The Agreement embodies the entire understanding between and among the parties. It supersedes any prior agreement, whether written or oral, and it is the final and complete expression of the parties’ intent on the matters in this Agreement. Any changes, additions, revisions, or modifications shall only be effective if accomplished via a written instrument signed by the parties. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the parties to be charged thereby. This Agreement may, however, be executed in counterpart originals, each of which shall constitute one and the same agreement. If an arbitrator or court of competent jurisdiction holds that any part, term or provision of this Agreement to be illegal or invalid (in whole or in part), the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not have the particular provision held to be illegal or invalid. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party. This Agreement is governed by and shall be construed in all respects in accordance with the laws of the Commonwealth of Kentucky. Sections I through R of this document shall survive termination of the Agreement.

**R. Statement of Work**

Breathitt County Board of Education agrees to perform the services outlined in this agreement. BEREA COLLEGE agrees to the named services within this agreement.

As duly authorized representatives of BEREA COLLEGE and Breathitt County Board of Education, the signatures below indicate agreement with the aforementioned provisions. In witness whereof, the parties have executed this Agreement, as of the dates last set forth below.

For the College:

Ms. Dreama Gentry

Executive Director of Partners for Education

 Berea College

CPO 2185

Berea, Kentucky 40404

859.985.3853 (Phone)

859.985.2818 (Fax)

For Breathitt County Board of Education:

P.O.Box 750, 420 Court Street,

Jackson,KY 41339

**BEREA COLLEGE**:

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | $docusign:SignHere::InternalSigner | Date: | $docusign:DateSigned::InternalSigner |

**Breathitt County Board of Education**:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_

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| **For completion by Berea College** |  |
| Account Number(s) to charge: | 2155-75219-6250-450 |  |
| Project Director(s) signature: | $docusign:SignHere::InternalSigner2 |  |
| Director(s) Signature: | $docusign:SignHere::InternalSigner3 |  |
| Director of Finance: | docusign:SignHere::InternalSigner4 |  |
| AED/COO Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |