

**MERCER COUNTY SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES
CREED CONTRACT 2019-003(2)**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the MERCER COUNTY PUBLIC SCHOOL DISTRICT (School) with its principal place of business at 530 Perryville Street, Harrodsburg, Kentucky 40330 and Kentucky State University by and for The Center for Research on the Eradication of Educational Disparities (CREED) (hereinafter "Contractor"), with its principal place of business at 400 East Main Street, Frankfort, KY 40601.

WITNESSETH:

WHEREAS, the School 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 School 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.

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 implicit bias training to commence during the 2018-19 school year. The CREED proposal is attached and incorporated herein by reference. The proposal outlines a learning approach that will provide training to approximately 200 district teachers and leaders identified by the School. Date and locations of these sessions shall be agreed upon by the Contractor and the School Superintendent.

With respect to Article XII (Contractor's Work Product) the School acknowledges that all intellectual property created, developed, produced, utilized or otherwise provided by the Contractor or subcontractor pursuant to this Contract (collectively, "Intellectual Property") shall be owned by the Contractor or subcontractor and the Contractor or subcontractor will have exclusive rights thereto. The Contractor or subcontractor hereby grants to the School a non-transferable, non-exclusive terminable right to use the Intellectual Property during the period covered by this contract. The School, its Board, its members, agents and employees shall have no right to modify, share, distribute, market, transfer, sublicense, encumber, rent or sell the

Intellectual Property.

ARTICLE III Compensation

The School 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: \$18,000.00

Progress Payments (if not applicable, insert N/A): Payment will be due 30 days after phase completion of each phase

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: General Fund

ARTICLE IV Term of Contract

Contractor shall perform Services during the Summer 2019 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 will provide a Summer Equity Institute (All Certified Staff) One Day. The Summer Equity Institute will include a Keynote Address and certified staff will have the opportunity to participate in three workshops will include the following potential topics:

Potential Topics:

- PBIS & Cultural Responsiveness
- Implicit Bias
- Closing Achievement Gaps
- Increasing School-Wide Rigor
- Motivating the Unmotivated Student
- Trauma Informed Schools
- Unpacking & Understanding Standards to Close Gaps
- Creating Inclusive Classroom Environments

Contractor shall appoint one person who shall be responsible for reporting to the School 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.

To the extent permitted by law, School agrees to hold harmless, indemnify, and defend the Contractor and its Board, administrators, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Contract.

Unless waived in writing by the Contract Administrator, 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, 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 Contractor to commit any act that 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 School which is a violation of such provisions.

ARTICLE VIII Changes

The School 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 School

The School 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 School shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The School 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 School may secure the required services from another contractor. If the cost to the School exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the School 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 Contractor, the Contractor shall retain ownership in and the rights to the training produced or delivered by Contractor under this Contract.

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 School. 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 School shall appoint a 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 School shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the School fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the School's Chief Financial Officer.

ARTICLE XIV Right to Audit

The School 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, or as required by applicable Kentucky records retention schedules, whichever is longer.

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 to perform services on the premises of any MCS schools during MCS 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. 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 _____.

Contractor’s Social Security Number or Federal Tax ID Number: 61-1099712

_____	Date_____
Mercer County Schools	

_____	Date: _____
Kentucky State University	