

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

March 25, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract agreement between the Core Collaborative Inc. and the Kenton County School District for consulting services during the KCSD Professional Growth Academy (PGA) in August 2020.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Comprehensive Coordinated Early Intervening Services(CCEIS) funds were set aside for the 19/20 and 20/21 school year for promoting continued improvement and training to address the increasing behavioral and social-emotional learning needs for all students to succeed in the general education environment in the Kenton County School District. This year's PGA keynote speakers will be funded through CCEIS funding.

FISCAL/BUDGETARY IMPACT:

\$5950.00 to be paid out of Special Education Fund 337EC)

RECOMMENDATION:

Approval of the contract agreement between the Core Collaborative Inc. and the Kenton County School District for consulting services during the KCSD Professional Growth Academy (PGA) in August 2020 .

CONTACT PERSON:

Marta Scott, Director of Special Education


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

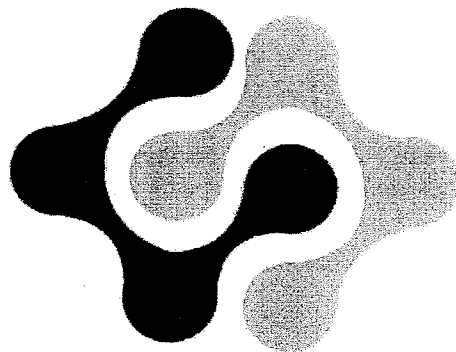
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

4629 Cass St. #292
San Diego, CA 92109

info@thecorecollaborative.com



The Core Collaborative

Professional Development Proposal Hacking School Discipline

Submitted for consideration to:

Shelly Boutwell-Weber, MSW
Kenton County School District
PBIS Coordinator
Certified School Social Worker
(859) 957-2672

Proposal Submitted: 02.28.2020

Proposal Valid Until: 05.30.2020

Payment Terms: Net 30 Days
After Service

AGREEMENT FOR CONSULTING SERVICES

This agreement for consulting services ("Agreement") is entered into this 17th day of March, 2020, by and between The Core Collaborative Inc., a California corporation with offices at 4629 Cass St #292, San Diego, CA 92109 ("The Core Collaborative") and [REDACTED] with offices at [REDACTED] ("Customer")

RECITALS

- A. The Core Collaborative is the leading professional development network for educators, providing professional learning events and specialized professional development to help educators do their work better;
- B. Customer desires to contract with The Core Collaborative for the furnishing of services related to the Customer's professional learning needs (the "Services"); and
- C. The Core Collaborative desires to provide such Services to the Customer pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound; agree as follows:

- 1. **Services.** The parties will work on a per project basis. Upon identification and mutual agreement between the parties of a project to be performed during the term of this Agreement, The Core Collaborative and Customer will prepare a scope of work to be attached hereto as an addendum (the "Scope of Work" or "SOW"). The first Scope of Work will be marked as Addendum 1 (with each subsequent Scope of Work exhibit marked as Addendum 2, Addendum 3, etc.)
- 2. **Term.** The term of this agreement will commence on March 17, 2020 and will remain in effect for one year or until The Core Collaborative has completed the Services described in any Scope of Work. The term of each Scope of Work will be set forth in the applicable Addendum.
- 3. **Termination.**
 - a. Subject to the terms hereof, either party may terminate this Agreement without cause prior to the expiration of the term hereof on thirty (30) calendar days' advance written notice provided that in no event shall Customer terminate this Agreement or otherwise cancel Services six months prior to any scheduled event set forth in a SOW issued hereunder. In the event of termination by Customer, The Core Collaborative shall be promptly paid any fees then due and owing based on Services performed prior to the effective date of termination.
 - b. Either party also may terminate this Agreement for cause before the expiration of the term hereof without at prior notice. In the event that either party terminates this Agreement for cause, the breaching party shall not be entitled to or receive any payments of any kind. For the avoidance of doubt, if The Core Collaborative is the nonU breaching party, The Core Collaborative shall be promptly paid any fees then due and owing based on Services performed prior to the effective date of termination.
- 4. **Compensation.** The Core Collaborative will be paid at the rates outlined in the applicable scope of work. Any additional monies outside of these approved rates for tasks specified in the Scope of

Work must be pre-approved in writing by an authorized representative of the Customer. The Core Collaborative agrees to submit detailed invoices as set forth in the Scope of Work.

5. Warranties. The Core Collaborative represents and warrants (i) that it will perform the Services using qualified personnel and in accordance with the industry standards; and (ii) that it will comply with any and all applicable rules, laws, and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance.
6. Notices. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, to the party to whom such notice is directed, at its address as set forth in the beginning of this Agreement, or to such other address as such party will have designated by notice hereunder. Unless otherwise specified, notices will be deemed given when the return receipt is received. All notices to The Core Collaborative will be sent to the attention of the signatory listed below.
7. General Terms and Conditions.
 - a. Nothing contained in this Agreement will be construed as creating an exclusive relationship between the parties. This Agreement is non-exclusive and nothing in this agreement will prevent either party from entering into the same or similar relationship with others or from pursuing any business opportunities or concepts independently of the other.
 - b. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other party of such force majeure condition setting forth the nature of the occurrence, its expected duration and how such party's performance is affected. The affected party shall use commercially reasonable efforts to comply with the terms of the Agreement as soon as practicable under the circumstances. The terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under the Agreement until as soon as practicable after a force majeure condition ceases to exist.
 - c. This Agreement constitutes the entire agreement between The Core Collaborative and Customer, and supersedes all prior agreements, representations and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both The Core Collaborative and Customer. In the event of a conflict between a term of this Agreement and a term of a Scope of Work, the term of such Scope of Work will control. In the event of a conflict between a term of this Agreement or a term of a Scope of Work, and a term of a Schedule B, the term of this Agreement or Scope of Work will control.
 - d. Neither party may assign this Agreement without the prior written consent of the other party

- e. The invalidity or unenforceability of any particular provision of this Agreement will no affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted.
- f. The validity, interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of California without regard to the conflicts of laws principles thereof that would give rise to the application of the domestic substantive law or any other jurisdiction.
- g. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in San Diego County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party consents to, and waives any right to object to, jurisdiction with respect to the resolution of disputes hereunder in San Diego County, California. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party will be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation reasonable attorneys' fees and cost
- h. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized representatives to execute and deliver this Agreement as of the Effective Date.

Kenton County School District, Marta Scott
"Customer"

The Core Collaborative Inc.
"The Core Collaborative"

DocuSigned by:

Clifford A. Francoeur

Clifford A. Francoeur
Chief Financial Officer

Date: _____

Date: 3/18/2020

Addendum "1"

SCOPE OF WORK

This Statement of Work ("SOW") is made as of the 15th day of XXXXXXXX 2020 and is issued pursuant to Section 1 of the Agreement for Consulting Services between The Core Collaborative, Inc. ("The Core Collaborative") and XXXXXXXXXXXXXXXXXXXXXXXX ("Customer"). Dated XXXXXXXX, 2020 ("Agreement"). This SOW will be subject to the terms and conditions of such Agreement.

A. Services:

See attached proposal for full list of services.

Event Name: Hacking School Discipline
Speaker: Brad Weinstein

B. Deliverables:

Included in attached proposal

The parties accept and agree to the foregoing terms and condition as evidenced by their respective signatures below.

Kenton County School District, Marta Scott
"Customer"

The Core Collaborative Inc.
"The Core Collaborative"

DocuSigned by:

Clifford A. Francoeur

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Clifford A. Francoeur
Chief Financial Officer

Date: _____

Date: 3/18/2020 _____