



FLOYD COUNTY BOARD OF EDUCATION  
Danny Adkins, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5  
William Newsome, Jr., Vice-Chair - District 3  
Linda C. Gearheart, Member - District 1  
Dr. Chandra Varia, Member- District 2  
Rhonda Meade, Member - District 4

Date: September 10, 2020

**Consent Agenda Item (Action Item):** Duff-Allen Central Elementary is requesting approval for an agreement with Heinemann Publishing to provide the faculty professional development for the guided reading program.

**Applicable State or Regulations:** Policy 9:33 and 4:312, KRS 158.290 General Powers and Duties of the Board

**Budget/Financial Issues:** Funds from the school improvement fund grant will be used to purchase the professional development.

**Background and Rationale:** Heinemann is a publisher of professional resources that support the practice of other teachers through books, videos, workshops, online courses, and most recently through explicit teaching materials.

**Recommended Action:** Approve request of agreement with Heinemann Publishing to provide the faculty of Duff-Allen Central Elementary professional development for the guided reading program.

**Contact Person(s):** Nikki Gearheart, 606-358-9420

*Nikki Gearheart*

Principal

*Rachel Crickler*

Director

*Danny Adkins*

Superintendent



DEDICATED TO TEACHERS™

361 Hanover Street  
Portsmouth, NH 03801-3912

Phone (603) 431-7894  
Fax (603) 431-7840  
(603) 431-4971

[www.pd.heinemann.com](http://www.pd.heinemann.com)

Virtual PD Offering:

Date(s):

Location:

Number of Participants:

Total Fee:

Contact:

Organization:

This event will take place on a virtual platform.

The Fee for the Engagement is inclusive of the consultant's fee.

**Contract and Purchase Order is due for the full amount of this agreement by: XXXX. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

**COUNTERSIGNED**

\_\_\_\_\_  
Cherie Bartlett, Manager of Professional Development, On-Site

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

If this PD was booked virtually Heinemann will record and give access to participants for 30 days. Client will not be allowed to record.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here



DEDICATED TO TEACHERS™

361 Hanover Street  
Portsmouth, NH 03801-3912

Phone (603) 431-7894  
Fax (603) 431-7840  
(603) 431-4971

[www.pd.heinemann.com](http://www.pd.heinemann.com)

Virtual PD Offering:

Date(s):

Location:

Number of Participants:

Total Fee:

Contact:

Organization:

This event will take place on a virtual platform.

The Fee for the Engagement is inclusive of the consultant's fee.

**Contract and Purchase Order is due for the full amount of this agreement by: XXXX. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

**COUNTERSIGNED**

\_\_\_\_\_  
Cherie Bartlett, Manager of Professional Development, On-Site

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

If this PD was booked virtually Heinemann will record and give access to participants for 30 days. Client will not be allowed to record.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here