

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made on January 28th, 2021, between THE NEWPORT INDEPENDENT SCHOOLS (hereinafter “District,” 301 East Eighth Street, Newport, Kentucky 41071), and LINDA RAINS (hereinafter “Contractor”).

ARTICLE I – RECITALS

1.01 The Newport Independent School District is an independent school district of the Commonwealth of Kentucky and is currently engaged in providing all aspects of K-12 education within the respective school district. The Newport Independent School District desires to engage the services of the Contractor to consult and facilitate an external Strategic Planning Process. Newport Independent Schools will engage in an external Strategic Planning Process beginning July 2021. Strategic Planning requires a knowledgeable, seasoned facilitator who has experience engaging community, being data driven, defining areas of sustainable growth, and creating change that ensures long-term, viable improvements. The following is an expected timeline: (1) July, approximately 60 hours (9 days) of preparation and facilitation with community, staff, students, and school leaders (2) August, approximately 70 hours (10 days) of establishing District-Wide Strategic Plan and Action Planning On-going consultation 4 Part Planning and small group coaching.

1.02 The Contractor is an individual experienced in the financial procedures of the District and desires to render services for the District as provided herein.

ARTICLE II – DEFINITIONS

2.01 The term “Project” refers to services the Contractor shall render pursuant to this agreement. Specifically, the project consists of, but is not limited, the Strategic Planning Process as directed by the Superintendent or his designee.

ARTICLE III – TERM OF AGREEMENT

3.01 The District agrees to retain, and the Contractor agrees to provide project services to the District for a period coinciding with the amount of time it takes to complete the Project. The District’s Superintendent, Tony Watts, shall establish the time necessary to complete the project and in as much, when said project and this Agreement shall end.

ARTICLE IV – SERVICES TO BE PROVIDED

4.01 The Contractor shall work in close coordination and communication with the Superintendent.

4.02 The Contractor shall provide Project services, which shall consist of all services requested by the Superintendent. The Superintendent shall have the sole authority to establish the scope and nature of the project.

ARTICLE V – FEE

5.01 As compensation for services rendered under this agreement, the Contractor shall receive compensation in the amount of \$75.00 per hour, with a total contract sum not to exceed \$50,000.00.

ARTICLE VI – NO BENEFITS

6.01 The Contractor is an independent contractor and therefore is not entitled to any benefits provided by the District. Specifically, the District does not agree to provide any medical or dental benefits, group life insurance, retirement, unemployment, social security, other employment related taxes, city/county etc., and/or any other benefits. Finally, Contractor will be issued a 1099 for services rendered to the District pursuant to this Agreement.

ARTICLE VII – TERMINATION

7.01 This agreement may be terminated by either party on the following terms. The Contractor can terminate this agreement by giving thirty (30) days written notice of termination to the District. The Newport Board of Education may terminate this agreement at any time by giving thirty (30) days written notice of termination to the Contractor. Termination pursuant to this provision shall not prejudice any other remedy that either party may have either at law, in equity, or under this agreement. Upon the completion of agreed upon Project services, this Contract shall terminate without further notice.

ARTICLE VIII – GENERAL PROVISIONS

8.01 Any notices to be given under this agreement by either party to the other may be affected by personal delivery in writing or by mail, registers or certified, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after mailing.

8.02 This agreement supersedes all other oral and written agreement between the parties with respect to this agreement, and this agreement contains all the covenants and agreement between the parties with respect to the Contract.

8.03 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

8.04 Neither this agreement nor any duties nor obligations hereunder shall be assigned by the Contractor without prior written consent of the District. In the event of an assignment by the Contractor to which the District has consented, the assignee or a legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

8.05 Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

8.06 If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fee and costs in addition to any other relief to which he may be entitled.

8.07 This agreement may be amended by the mutual agreement of the parties hereto in a writing to be attached to and incorporated into this agreement.

8.08 In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Dated this _____ day of January 2021. This agreement shall be effective on January 28, 2021, regardless of the date executed.

NEWPORT INDEPENDENT SCHOOL DISTRICT

BY _____
RAMONA MALONE, BOARD CHAIR

LINDA RAINS

BY _____
LINDA RAINS, CONTRACTOR

Prepared By:
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