

CONSULTING AGREEMENT

This agreement is made this October 22, 2021 by and between Fayette County Public Schools (450 Park Place, Lexington, KY 40511) (district) and FourPoint Education Partners (8610 Ridge Road, Bethesda, MD 20817) (FourPoint). District and FourPoint agree to the following:

Term. The term of this Agreement shall begin July 1, 2022 and end May 30, 2022.

Extent of Services. FourPoint will conduct a review of the district's human resources department. Data collection will begin in late July 2022 and a site visit will be conducted in the early Fall 2022. A draft report—in the form of a PowerPoint deck and presentation—will be delivered in December 2022 with a final PowerPoint deck delivered in January 2023.

Billings. Payment to FourPoint will be \$87,200, invoiced as follows:

- July 1, 2022: \$25,000
- September 1, 2022: \$20,000
- November 1, 2022: \$30,000
- January 30, 2023: \$12,200

Liability for Taxes. FourPoint is an independent contractor. FourPoint accepts full and exclusive responsibility for the payment of all state and federal taxes, contributions and similar payments attributable to its engagement hereunder, including without limitation all self-employment, payroll and federal and state income taxes, including declarations and payments of estimated taxes.


Indemnification. FourPoint shall indemnify and hold District harmless against all loss, expense, and liabilities resulting in any way from any intentional or negligent act or omission on the part of the FourPoint, from the FourPoint's negligent performance under this Agreement, or from a breach of any provision of this Agreement.

Confidential Material. In the performance of its services, FourPoint, its employees and agents, may have access to, receive and be entrusted with confidential information. All such material is considered secret and will be available to FourPoint in strict confidence. Except in the performance of its services, FourPoint, its employees or agents, shall not, directly or indirectly for any reason whatsoever, disclose or use any such confidential material until it ceases (through no fault whatsoever of FourPoint's) to be confidential because it has become public knowledge or part of the public domain. Upon termination of this Agreement by any means, or whenever requested by District, FourPoint shall promptly deliver to District any and all of the confidential material, not previously delivered, that may be or at any previous time has been in FourPoint's possession or under FourPoint's control. FourPoint agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.

Compliance with Policies, Laws. In the performance of services hereunder, FourPoint will comply with all federal, state, and local laws, policies, rules, and regulations.

Entire Agreement. This Agreement and any attachments are the entire exclusive agreement between District and FourPoint. Neither party shall assign it without written permission. It inures to the benefit of the successors and assign of the parties. The parties make no express or implied representations, warranties, promises or guarantees about this Agreement, except as it expressly provides.

READ AND APPROVED

District Responsible Party Name:	FourPoint Responsible Party and FEIN: Dr. Scott Joftus 65-1223386
Signature:	Signature: 
Date:	Date: 0623/2021

Handwritten initials