



**Education Consultants**

**Professional Services Agreement**

Presented to:

Robin Cornelius, Chief Academic Officer

**Russellville Independent Schools**

355 S. Summer Street

Russellville, KY 42276

Phone: 270-726-8405

[robin.cornelius@russellville.kyschools.us](mailto:robin.cornelius@russellville.kyschools.us)

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into January 24<sup>th</sup>, 2023 by and between Colleagues on Call, an Arizona Limited Liability Company, **Russellville Independent Schools, KY** (hereinafter referred to as "Customer"), and is subject to the following terms and conditions:

- I. Customer contracts for Colleagues on Call Professional Services, entitling Customer to receive:
  - Consultant services from John Antonetti to be delivered on:
    - Tuesday, **August 8<sup>th</sup>, 2023**
    - Thursday, **October 12<sup>th</sup>, 2023**
    - Thursday, **March 21<sup>st</sup>, 2024**
  - Content will be determined between the customer and the consultant.
  - Customer has the ability to cancel this agreement without penalty if notice is given 30 days prior to delivery.
  - Fee is \$6,500.00 per day, all-inclusive of travel, lodging, and related expenses.
  - Total contract price is **\$19,500.00**
- II. General Provisions.
  - a. GOVERNING LAW. Unless otherwise specified by state law, this Agreement is made and entered into in the State of Kentucky and the internal laws of said state shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations hereunder.
  - b. CONSENT TO JURISDICTION. Unless otherwise specified by state law, all parties agree that all suits, actions, or legal proceedings arising out of this Agreement may be brought only in a court of competent jurisdiction in Logan County, Kentucky. Each party consents to the jurisdiction of such court in any such suit, action, or proceeding.
- III. Intellectual Property Rights: Customer acknowledges all documents and electronic media presented are owned exclusively by Colleagues on Call. Any reproduction requires prior, written permission from the presenter.
- IV. Payment Schedule and Terms. The following represents the payments to be received by Colleagues on Call from Customer, and the scheduled payment dates. The term of the contract runs from execution through March 21<sup>st</sup>, 2024.
  - Customer will be invoiced \$6,500.00 close to August 8<sup>th</sup>, 2023 with payment expected by mail within 30 days following delivery of services.



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- Customer will be invoiced \$6,500.00 close to March 21<sup>st</sup>, 2024 with payment expected by mail within 30 days following delivery of services.

PAYMENT CHECK to be written to:  
PAYMENT CHECK to be mailed to:

Colleagues on Call  
Colleagues on Call  
17200 Chenal Pkwy, Ste 300-114  
Little Rock, AR 72223

By signing in the spaces provided below, Colleagues on Call and Customer agree to the terms and conditions of this Agreement. This agreement reflects the entire understanding in writing and supersedes any communications and/or agreements concerning this contract.

**District/Organization**

**Colleagues on Call**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

John V. Antonetti, owner/consultant

**Please provide the following information in both sections:**

**Who will be the contact person for the work?**

**Who will receive and pay the invoice?**

Contact \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

**PLEASE NOTE:**

Contract must be signed and delivered to Colleagues on Call by May 1<sup>st</sup>, 2023 to guarantee terms stated above. Depending on time frame, receipt of contract after this date may result in a higher fee due to increased travel expenses.

Please sign and date two copies of this contract. Keep one copy and forward the other copy to Colleagues on Call at the email address below. A countersigned copy will be sent to you upon receipt.