



**JESSE BACON, SUPERINTENDENT**

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

**MEMO**

TO: Bullitt County Board of Education

CC: Betsy Nutt

From: Kali Ervin

Date: June 26, 2023

Re: July 24th Meeting: Request for Approval: Contract Agreement with Alchemy Collaborative

We are seeking approval to continue our contract with Alchemy Collaborative for \$1,900 to conduct a communications audit/evaluation. The results of this will drive our year-long contract with Alchemy once those are prepared. Emily Vessels has reviewed this contract as to form and legality. Please see accompanying pricing structure and contract.

[Link to Master Service Agreement](#)

[Link to Scope of Work](#)

[Link to Pricing Structure](#)

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

# MASTER SERVICE AGREEMENT

The Agreement between **Bullitt County Public Schools** ("Client") and **Alchemy Collaborative LLC** ("Provider"), individually or together ("Party" or "Parties"), is as follows:

## 1. Purpose of Agreement

Client desires to retain Provider as an independent contractor and utilize Provider's experience and knowledge to assist Client in certain client branding, internet marketing and social media efforts ("Service") as described in one or more Statements of Work ("SOW") and each SOW shall be made part of this Agreement upon acceptance by Client and shall be incorporated herein by reference.

## 2. Statement of Work

Provider shall prepare a SOW to include a description of the Service to be performed by Provider, the amount to be paid by Client and an estimated timeline, if applicable. Client and Provider have engaged in an initial consult and Provider has produced one or more SOWs outlining the Service to be performed. One or more SOW may describe Phases of work and Client understands its cooperation with each Phase may be required for the next Phase to be initiated. Provider is not liable or responsible for delays caused or exacerbated by Client and continued delays may be grounds for termination by Provider, at its election. Only Services included on the SOW(s) will be performed by Provider. Additional Services or changes to an existing SOW will require additional payment by Client and may include additional fees and costs.

## 3. Payment

An Initial Deposit of \$1,900 is required to initiate the Service by Provider. This deposit must be paid in full and in advance in order to perform the first Phase of the Service.

Client is responsible for the timely payment, time being of the essence, and failure to make timely payment may be grounds for termination by Provider, at its election.

Further, Client is responsible for the full timely payment of any Licensing Fees, Trademark research, or other customary expenses.

## 4. Ownership of Materials

To the extent the Material included in the Service integrates new or customized marketing material developed to the Client's specifications under a Statement of Work ("New Work"), then conditioned upon full payment including renewal terms for such New Work and a continuing Licensing Fee, Provider hereby assigns to Client its entire right, title and interest in such New Work including all patents, copyrights, trade secrets and other proprietary rights ("Intellectual Property Rights"), so long as Client remits all payments to Provider.

Notwithstanding the above, Provider retains all right, title, and interest in and to any preexisting documents, data, know-how, source-code, algorithms, methodologies, software, and all other materials, including programs, reports, and specifications, developed, or acquired by the Provider prior to the commencement or independent of this Agreement ("Pre-Existing Materials), including all Intellectual



Property Rights therein. To the extent Client continues to pay the agreed upon monthly fee or License Fee to Provider, Provider hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the "New Work" solely to the extent reasonably required in connection with Customers receipt or use of the New Work. All other rights in and to the Pre-Existing Materials are expressly reserved to Provider.

In the event Provider Service includes site design, custom images, headshots, or other photography **(Release Required)** produced by Provider, Provider retains all right, title, and interest in said materials and shall maintain its ownership interest until Client has fulfilled all obligations under the Agreement, including any renewal period or for continued support and updates or fees.

For Clarity, Client hereby agrees that it is NOT entitled to any remuneration that Provider receives from other customers and Client has no ownership interest in any Pre-Existing Materials utilized by Provider in creating, modifying, or otherwise upgrading the New Work or in creating or contributing to any other work.

## **5. Warranty**

PROVIDER WARRANTS THAT IT WILL USE BEST EFFORTS TO PERFORM ITS WORK USING PROFESSIONAL AND WORKMANLIKE SERVICES, THAT THE SERVICE WILL BE FREE FROM MATERIAL DEFECTS AND WILL SUBSTANTIALLY CONFORM IN ACCORDANCE WITH THE STATEMENT OF WORK. SUCH WARRANTY WILL EXTEND FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF ACCEPTANCE OF THE SERVICE BY CUSTOMER.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY PROVIDER. PROVIDER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For avoidance of doubt, any rights granted to Client are for the use of the Final Design in its original form only. Client may not modify the Final Design without the express written consent of Provider.

## **6. Confidentiality**

Client is responsible for maintaining all security protocols for content provided and agrees to hold Provider, its officers, agents, and employees harmless and indemnify it with regard to FERPA, HIPAA, or any other PII or PHI requirements, if any.

## **7. No Competition**

During the term of this Agreement and for a period of 24 months thereafter, Client will not (and will not attempt to) uncouple, reverse engineer, copy, manipulate and/or re-publish or otherwise disseminate to anyone the whole or any component parts of the Services, nor will Client engage or attempt to engage any employee of Provider to perform any activities of a similar nature to the Service.

## **8. Term of Agreement**

This Agreement commences on the Effective Date and shall continue until full performance or earlier terminated by either Party under the terms of the SOW. Provider is not liable or responsible for costs or

delays caused or created by Client's failure to pay any outstanding Invoice or Client's failure to approve any SOW or SOW revision. Enforcement terms shall survive Termination.

## **9. Administrative Fee**

Upon notice of delay issued by Provider to Client regarding any delay in approval, payment, or otherwise, unless remedied within 10 days, Client agrees to pay an Administrative Fee of \$250 per month to Provider for the expenses associated with follow-up, maintenance, rescheduling, and the like with regard to this Agreement and/or the Service. At Provider's option, this Agreement may be Terminated by Provider based upon the failure to pay the Administrative Fee or that the Administrative Fee was charged for 3 or more months.

## **10. Termination**

Each Party shall have the right to terminate this Agreement by written notice to the other if the other Party has materially breached any obligation herein and such breach remains uncured for a period of 10 days after written notice of such breach.

If Provider terminates this Agreement, all of the following shall apply:

- a) Client shall immediately cease use of any website, logos, or other marketing materials or Service related materials or data;
- b) Client shall, within 10 days of such termination, deliver to Provider all copies and portions of the Service related marketing materials, data, and documentation in its possession furnished by Provider under this Agreement;
- c) All amounts payable or accrued to Provider under this Agreement shall become due and payable within 30 days of Termination; and
- d) All rights and licenses granted to Client under this Agreement shall immediately terminate.

If Client terminates this Agreement for Provider breach, Provider shall complete any work billed, but not yet performed, within 30 days of Client's full payment of any outstanding Invoice. Any balance remaining from the term of the Agreement of work not performed will not be due and payable to Provider.

## **11. Independent Contractor**

Provider is an independent contractor, and neither Provider nor Provider's staff is, or shall be deemed, a Client employee. Provider shall control the method and manner of its Services.

## **12. Hold Harmless and Indemnification**

Client agrees to hold Provider, its owners, executives, employees, and assigns harmless and indemnify as to any claim, liability, loss, or damage in any way associated with the Service, including defense costs and reasonable attorneys' fees.

Provider agrees to hold Client, its affiliates, directors, officers, employees and agents, harmless and indemnify as to any and all loss, liability, claim, damage and expense with respect to any materials provided by Provider through this Agreement and SOW.

## **13. No Hire**



Client and Provider agree that during the term of this Agreement and for a period of 12 months following the termination of this Agreement (the "Restricted Period"), neither shall, directly or indirectly, through any affiliate or related party, hire as an employee, independent contractor, consultant or otherwise, any person(s) who is or was, at any time during the term of the Agreement, receiving any remuneration from the other.

#### **14. General Provisions**

- a) **Limitation of claims:** In the unlikely event that a claim is made against Provider resulting from this Agreement, Client agrees that the maximum value of such claim shall not exceed the sum of all payments received by Provider from Client.
- b) **Complete Agreement:** This Agreement together with all SOW(s), which are incorporated herein by reference, is the sole and entire Agreement between the parties and its terms shall not be construed against the drafter. This Agreement supersedes all prior understandings, agreements, and documentation relating to such subject matter. In the event of a conflict between the provisions of this Agreement and any SOW, the SOW shall take precedence.
- c) **Modifications to Agreement:** Modifications and amendments to this Agreement, including any attachment, shall be enforceable only if designated as such, in writing, and signed by authorized representatives of both Parties.
- d) **Applicable law:** This Agreement will be governed by the laws of the Commonwealth of Kentucky without regard to choice of law principles and venue is only proper in Bullitt County, Kentucky. The Parties HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.
- e) In the event of Client's failure to pay, each invoice will carry interest on the unpaid balance at the maximum amount allowed by law and Provider shall be entitled to all costs including reasonable attorneys' fees. Client is responsible for all fees and costs associated with NSF, charge backs, or other payment failures.
- f) **Notices:** All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:
  - i. When delivered personally to the recipient's known address;
  - ii. Three days after being deposited in the United States mails, postage prepaid to the recipient's address, or
  - iii. When sent by facsimile or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient indicates written confirmation of receipt.
- e) **No Agency:** Nothing contained herein will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the Parties.
- f) **Severability:** If a court finds any provision of this Agreement invalid or unenforceable, it shall be stricken and the remainder of this Agreement shall be interpreted to carry out its intent to the fullest extent.

#### **15. Signatures**

Each Party represents and warrants that on this \_\_\_\_\_ ("Effective Date") they are duly authorized to bind their respective principals, successors, and assigns by signature below.

**Client:**

**Provider:**

Bullitt County Public Schools

**Alchemy Collaborative LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Any proposal or offer for Service shall expire within 30 days if not supported by a fully executed Master Service Agreement and corresponding Scope of Work.

# SCOPE OF WORK #1

This Scope of Work (SOW) supports the Master Service Agreement between **Alchemy Collaborative LLC** ("Provider") and **Oldham County Schools** ("Client") and states as follows:

## 1. Service Selections

Client has selected a Phased marketing plan for the Service, which includes:

1. Communications Review Dashboard within Monday.com
2. 2 Custom Communication Surveys for the District Leadership team & Key Stakeholders
3. BCPS Communications Review Presentation of Findings
  - 3.1. BCPS Communication Analysis & Synopsis
  - 3.2. Communication Organizational Analysis & Recommendation
  - 3.3. CTE Review + Recommendations for Communication Integration
  - 3.4. 3 Key District Messages
  - 3.5. 1 District Persona
  - 3.6. 2 Key Stakeholder Personas
  - 3.7. District Communication Channels & Purpose
  - 3.8. 3 District Communication OKRs with corresponding KPIs

(No other Services at this time)

## 2. Description of Services

- a. Communications Review Dashboard: Personal access to Provider's review dashboard within Monday.com; Asynchronous communication with Provide; Additional synchronous collaboration time may be purchased by Client for an additional fee upon written request to Provider.
- b. Custom Communication Surveys: Once Client has approved all questions and information, the surveys will be finalized. Client changes to selected Surveys or previously approved information will incur additional fees and charges.
- c. BCPS Communications Review Presentation of Findings: Provider will include a downloadable PDF of Communication review findings;

**TOTAL AGREEMENT PRICE**

**\$1,900.00**

**3. Schedule for Services**

Client must provide Provider with all necessary information within 2 months of the Effective Date. If Client fails to provide this information, Provider has the right to terminate the Contract without rendering the services outlined in the Statement of Work.

Client delays may result in Administrative Fees.

**4. Satisfaction**

Provider shall endeavor to provide the Services in full satisfaction of the Client based upon Client selections. Client understands design services are subjective and trends change quickly. Provider cannot guarantee Services rendered and may be hindered by Client delays and content provided or approved by Client.

**5. Rights to Integrated Components and Completed Work**

Client shall provide and remain liable for any applicable Trademark, Service mark, Copyright or other ownership of components or infringement and works not designed by Provider.

**6. Term**

The contract shall be deemed completed when all of the items listed in the Statement of Work (SOW) have been completed and delivered. The initial term of the contract shall be for at least 2 months from the Effective Date. Any monthly services shall terminate at the end of the initial term unless written notice of termination is delivered no less than 60 days prior to the end of the current term.

Signature page to follow:

SOW

**Client:**

**Provider:**

**Bullitt County Public Schools**

**Alchemy Collaborative LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_





**The Alchemy Collaborative**  
 1503 Bristol Ct  
 Elizabethtown, KY 42701 US  
 brooke@thealchemycollaborative.com

**Estimate 1015**

**ADDRESS**

Kali Ervin  
 Bullitt County Public Schools  
 1040 Highway 44 East  
 Shepherdsville, KY 40165

<b>DATE</b> 06/14/2023	<b>TOTAL</b> <b>\$1,900.00</b>	<b>EXPIRATION DATE</b> 06/30/2023
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DATE	ACTIVITY	QTY	RATE	AMOUNT
06/14/2023	<b>Exploration Audit</b> deliverables: -Custom Audit Dashboard + Collaboration system for planning -Custom Communication Survey for District Leadership Team -Custom Communication Survey for Key Stakeholders -Communication Analysis from both surveys + synopsis -Communication organizational Audit + Analysis -CTE Audit + Recommendations for Communication Integration -District Key Messages -District Persona & Bio -3 Key Stakeholder Personas & Bio -District Communication Channels & Best Practices -3 Communication OKRs and KPIs ****Proposal from Alchemy with a 3 year plan for support; aligned to district communication OKRs	1	1,900.00	1,900.00

SUBTOTAL 1,900.00  
 TAX 0.00

**TOTAL \$1,900.00**

THANK YOU.

Accepted By

Accepted Date