

**Service Contract for VI Consultant Services  
AND SOUTHGATE INDEPENDENT SCHOOL DISTRICT  
School Year 2023-24**

This service contract is an agreement between Cindy Goetz, VI Consultant, and SOUTHGATE INDEPENDENT SCHOOLS, 6 William F. Blatt Avenue, Southgate, KY 41071 (SOUTHGATE INDEPENDENT).

**WHEREAS, SOUTHGATE INDEPENDENT** has certain statutory and regulatory duties related to the provision of educational services to teachers and students to bring innovative approaches to learning and the classroom environment.

**WHEREAS,** the provision of educational services to consult from time to time of a VI Consultant.

**WHEREAS, SOUTHGATE INDEPENDENT** desires to secure the services from a VI Consultant, to provide services to students and teachers on behalf of **SOUTHGATE INDEPENDENT** as necessitated by statute and regulations, or otherwise; and

**WHEREAS,** has agreed to provide those services in accordance with the terms and provisions set forth in the Service Contract.

**NOW, THEREFORE,** in consideration of the mutual promises and obligations set forth herein, which each party specifically acknowledges, the parties agree as follows: \_\_\_\_\_

**A. SOUTHGATE INDEPENDENT** agrees to:

1. Pay **VI Consultant** for services delivered on behalf of teachers employed and students at **SOUTHGATE INDEPENDENT** District, as identified by the school's administration, \$50.00 per hour for services by a VI Consultant.

2. Pay **VI Consultant** such services delivered during the period of July 1, 2022 – June 30, 2023 fiscal year.

3. **SOUTHGATE INDEPENDENT** will receive time sheets by the 10<sup>th</sup> of each month. Payment will be made after board approved but not more than two (2) weeks after board approval.

#### **B. VI Consultant agrees**

1. Provide Consulting services to employed teachers and students of the **SOUTHGATE INDEPENDENT** District, for the period from **July 1, 2023 – June 30, 2024 fiscal year**.

2. Maintain confidentiality of employee records and student records in accordance with **SOUTHGATE INDEPENDENT** policy, and all state and Federal statutes and regulations.

3. Submit signed time sheets and invoices as a basis for payment or reimbursement as designed by **SOUTHGATE INDEPENDENT** and said time sheets subject to approval for reimbursement by the party of **SOUTHGATE INDEPENDENT**. Time sheets will be submitted to **SOUTHGATE INDEPENDENT** by the 10<sup>th</sup> of each month.

4. Provide a copy of current certifications at the time of execution of this Service Contract, and at any time administrators may request the same.

#### **TERMS OF SERVICE CONTRACT**

This service contract shall be for a term of one year, retroactive as needed based upon the dates of execution, from July 1, 2023, through June 30, 2024, and may be renewed through mutual agreement of the parties for consecutive one-year periods beginning July 1 of the year of expiration and continuing through June 30 of the following year.

#### **TERMINATION OF SERVICE CONTRACT**

In the event of breach of terms of this Service Contract, the non-breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days' notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent

perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to terminate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed serviced or provided when hand-delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service, at the address first listed for each party herein above.

### **INDEPENDENT CONTRACTOR**

VI Consultants shall be considered for all legal purposes as an independent contractor, and not an employee of the SOUTHGATE INDEPENDENT District. Aside from the aforementioned obligations to provide for the VI Consultant requirements.

### **ENTIRE AGREEMENT**

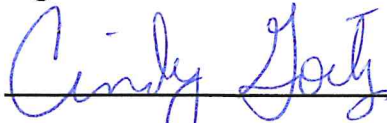
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this Service Contract.

### **GOVERNING LAW AND CONSTRUCTION OF SERVICE CONTRACT**

This Service Contract shall be interpreted according to the substantive laws of the Commonwealth of Kentucky. For the purpose of interpretation, neither VI Consultant nor Southgate Independent shall be designated as the drafter of this Service Agreement.

**WHEREAS**, the parties hereto having acknowledged that they have read and understand the foregoing provisions of this Service Contract, and reflecting by their signature here on their intent to be so bound, do hereby further state that they have the authority to execute this Service Contract and by doing so executing this contract to bind themselves, their principals and affiliates, and accordingly sign as follows:

**Signatures :**

  
Cindy Goetz, VI Consultant

7-7-23

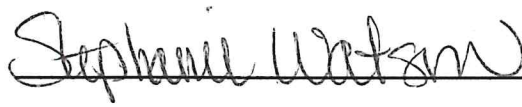
date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
date

\_\_\_\_\_  
Greg Duty, Superintendent of Southgate Independent Schools

\_\_\_\_\_  
date

  
Stephanie Watson, Director of Special Education  
Southgate Independent Schools

7/12/2023

date