



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: September 12, 2023

Re: September 25th Meeting: Request for Approval: Contract Agreement with Alchemy Collaborative

We are seeking approval to continue our contract with Alchemy Collaborative for communication partnership and support throughout the 2023-2024 school year. Emily Vessels has reviewed this contract as to form and legality. Please see accompanying service agreement, 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

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

1. Service Selections

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

1. Gold Vault for 13 BCPS Schools

Includes 1 hour in-person collab and 30 minute mid-year virtual collab with each principal; Access to Gold Vault website; 10 gold bars per school; Custom assets; Project management system

2. Gold Vault for District PR Director

Includes in-person collabs; 100 gold bars; Custom assets; Project management system

3. Gold Vault for 3 BCPS Departments

Includes Transportation, Pupil Personnel, and School Safety departments; 1 hour in-person collab and 30 minute mid-year virtual collab with each department head; Access to Gold Vault website; 10 gold bars per department; Custom assets; Project management system

4. Video Package

Includes 3 full day video shoots at 2 schools per day; Creative direction; Teleprompter; Full day photographer; HD video editing

(No other Services at this time)

2. Description of Services

- a. As outlined in the proposal attachments and summarized in Section 1 above.

3. Schedule for Services

Client must provide all necessary information and access within 2 months of the Effective Date. Provider reserves the right to modify timeline and fees if Client causes delays.

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. Payment

I have updated the payment terms to allow for either full upfront payment or quarterly installments, with the exception that the Video Package fees must be paid in full up front. Please let me know if you would like me to modify the payment terms further.

As outlined in the proposal attachments:

1. Gold Vault for 13 Schools: \$38,518
2. Gold Vault for District PR Director: \$24,800
3. Gold Vault for 3 Departments: \$9,300
4. Graduation photos (3 schools): \$2700
5. Video Package: \$17,930

Total: \$93,248

Updated payment terms allow for full payment in advance or quarterly installments at Client's option, with the exception of the Video Package Fees. Please advise if Client requires additional payment terms for final modification of this SOW.

7. 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

By: _____

Its: _____

Alchemy Collaborative LLC

By: _____

Its: _____



prepared for :
bullitt county public schools

2023

proposal

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



brooke goff
creative director + founder
brooke@alchemycollab.com

September 11, 2023

description	rate	quantity	total
gold vault *PR director	\$24,800.00	1	\$24,800.00
deliverables: <ul style="list-style-type: none">personalized, in person collabs to plan "gold bars"access to alchemy collab gold vault website100 "gold bars" (100 hours)custom, branded assets based on leadership needseasy access to purchase branded products + apparelproject management system			
gold vault *13 BCPS schools	\$38,518.00	1	\$38,518.00
deliverables: <ul style="list-style-type: none">1 hour personalized, in person collab with each principal to plan "gold bars"30 minute, mid-year virtual collab with each principal to check in and plan "gold bars"access to alchemy collab gold vault website10 "gold bars" for each schoolcustom, branded assets based on leadership needseasy access to purchase branded products + apparelproject management system			
gold vault *3 BCPS departments	\$4,800	1	\$4,800
deliverables: <ul style="list-style-type: none">1 hour personalized, in person collab with each principal to plan "gold bars"30 minute, mid-year virtual collab with each principal to check in and plan "gold bars"access to alchemy collab gold vault website10 "gold bars" for each schoolcustom, branded assets based on leadership needseasy access to purchase branded products + apparelproject management system			
gold vault *13 BCPS schools	\$2700	1	\$2,700
deliverables: <ul style="list-style-type: none">onsite graduation photos3 ceremonies, Broadbent Arenatravel			
		proposal total	\$70,818

proposal



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

brooke goff
creative director + founder
brooke@alchemycollab.com

September 11, 2023

description	rate	quantity	total
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gold vault *DPP Department	\$1,500	1	\$1,500
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deliverables:

- o 1 hour personalized, in person collab with each department head to plan "gold bars"
- o 30 minute, mid-year virtual collab with each department head to check in and plan "gold bars"
- o access to alchemy collab gold vault website
- o 10 "gold bars" for each department
- o custom, branded assets based on leadership needs
- o easy access to purchase branded products + apparel
- o project management system

reccomended departments:

- o transportation
- o pupil personnel
- o human resources
- o school safety
- o CCR + innovation

proposal total	\$1,500.00
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proposal



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

brooke goff
creative director + founder
brooke@alchemycollab.com

September 11, 2023

description	rate	quantity	total
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gold vault *safe schools department	\$1,500	1	\$1,500
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deliverables:

- o 1 hour personalized, in person collab with each department head to plan "gold bars"
- o 30 minute, mid-year virtual collab with each department head to check in and plan "gold bars"
- o access to alchemy collab gold vault website
- o 10 "gold bars" for each department
- o custom, branded assets based on leadership needs
- o easy access to purchase branded products + apparel
- o project management system

reccomended departments:

- o transportation
- o pupil personnel
- o human resources
- o school safety
- o CCR + innovation

proposal total	\$1,500.00
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proposal



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

brooke goff
creative director + founder
brooke@alchemycollab.com

September 11, 2023

description	rate	quantity	total
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gold vault *CCR/Innovation department	\$1,500	1	\$1,500
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deliverables:

- o 1 hour personalized, in person collab with each department head to plan "gold bars"
- o 30 minute, mid-year virtual collab with each department head to check in and plan "gold bars"
- o access to alchemy collab gold vault website
- o 10 "gold bars" for each department
- o custom, branded assets based on leadership needs
- o easy access to purchase branded products + apparel
- o project management system

reccomended departments:

- o transportation
- o pupil personnel
- o human resources
- o school safety
- o CCR + innovation

proposal total	\$1,500.00
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video package



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

brooke goff
creative director + founder
brooke@alchemycollab.com

September 11, 2023

description

total

video package

\$17,930.00

deliverables:

- **Video Shoot x 3**
 - full day video shoot
 - includes camera operator + camera
 - light kit
 - audio set up
 - 1 interview set up area (will interview, principal, 2 teachers, 2 students in the same location) + broll inside classrooms
 - estimating 3 full days of shooting (2 schools per day)
- **Creative Director x24**
 - fee waived
 - includes concepting, creative direction, coordination and pre-production + full day of scouting before the shoot
- **Tele-prompter + Operator x3**
 - fee waived
- **Full Day Photographer x3**
 - **full day photographer**
 - **includes camera + 2nd operator**
 - estimating 3 full days (2 schools per day)
- **Grip x3**
 - Full day grip
- **Production x24**
 - HD edit
 - includes editing 6 videos per graduate profile indicator for a total of 36 videos
 - each graduate profile indicator has the following videos:
 - 1 principal interview
 - 2 teacher interviews
 - 2 student interviews
 - 1 highlight reel
- Music, Data Management, Travel (4 trips)

proposal total

\$17,930.00

the gold vault

gold *standard branding*

The gold vault is the perfect solution for school districts looking to maintain and grow a strong and cohesive brand. With the Gold Vault, you can "shop" with "gold bars" to create custom branded assets that will help you represent your schools and district in a professional and polished manner. Our easy-to-use project management system makes it simple to communicate with our team and access your custom designs in minutes. You'll also have quick access to purchase the designs we create, and we'll take care of communicating with the printing company for you.

Our Director of Education Strategy will travel to your district and meet one-on-one with your district POC and each individual principal to curate a plan of action for each location. During this meeting, you'll also receive an in-depth training on how to use our project management system.

✓ personalized, in-person collabs with school principals and district poc

✓ custom, branded assets

✓ access to alchemy collab "gold vault" website

✓ easy access to purchase branded products + apparel

✓ "gold bars" to "shop" for custom, branded communication assets based on individual needs of leadership



strategic communication support

your message *made clear*

With our strategic communication support, we can provide the expertise to streamline your communications through strategic support tailored to your needs.

Our experienced team becomes an extension of your staff, providing coaching and systems to unite your messaging. We can collaborate to align workflows or crisis management protocols to protect your reputation. Receive ongoing access to our specialists in areas like branding, PR, social media and more. We customize our strategic support to fill the gaps holding your district back from communicating clearly and consistently. With Alchemy Collaborative guiding your strategy, you can focus on what matters most - serving your students.



 project management system

 crisis management support

 communication coaching

 system building

 district/school sops

on demand website support

achieve *your apptegy goals*

Tired of being bogged down by apptegy questions? Is your Technology department overloaded with website support and unsure of how to integrate incredible design into your platform? Our team can help! We have first-hand experience in the systems, processes, interface and development tools you need.

We will create an Apptegy ticketing system to streamline the workflow specific to supporting the website design and development within your platform. Get back to doing what's most important: educating the future of tomorrow!



meet our team

With over 35 combined years of experience in education, design, photography, communications and marketing, our team is excited (and equipped!) to help transform your communication strategy.



brooke goff
founder + creative director



kristen waits
lead communications strategist



karri evans
creative strategist



emily conley
art director, co-owner
big echo creative
the creative collaborative



POWERED BY
alchemy collaborative & bigecho creative



kevin wathen
creative director, co-owner
big echo creative
the creative collaborative



eric rutherford
designer



cameron mason
illustrator



landon huff
it + web development intern



marissa toms
graphic design intern

our values



the alchemy collaborative

prioritize people



We understand our value is not based on what we produce. We seek to listen before speaking, ask questions before giving answers, and always put people over profit.

relentless wow



We create products that are excellent in the details, crush mediocrity, and inspire organizations to innovate and think bigger about their work continually.

radical transparency



We do not settle for mediocrity in our projects or relationships with clients or each other. We build systems that allow us to have hard conversations and hold each other accountable.

future forward



We are inspired by thinking about the future. We are agile so we can alleviate stress and worry through constant evolution and understanding of changing market demands.

mission driven



We believe our purpose is greater than creating great work. We work with people that feel called to a higher purpose and live intentionally to bring this vision to life.