



Education Consultants

Professional Services Agreement

Presented to:

Kelly Jones, EdD, District Instructional Facilitator

Russellville Independent Schools

355 S. Summer Street

Russellville, KY 42276

Phone: 270-726-8405

kelly.jones@russellville.kyschools.us

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into on June 11th, 2024 by and between Colleagues on Call, an Arizona Limited Liability Company, and **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:
 - Wednesday, **August 7th, 2024**
 - Tuesday, **October 22nd, 2024**
 - Tuesday, **February 18th, 2025**
 - Content will be determined between the customer and the consultant. Consultant will provide 8 hours on each of the above-mentioned dates (24 hours total) to focus on building teacher capacity for effective reading and writing instructions pertaining to grades 4th-12th, across all levels and contents. Along with presentations, Colleagues on Call will provide learning session notes, handouts, and other applicable resources to Russellville Independent School District by July 15th, 2024 for review to ensure alignment to the District and the Kentucky Department of Education's expectations for reading and writing professional development. Dr. Kelly Jones, the District Instructional Facilitator, will serve as the primary point of contact for the literacy component of the professional learning agreement.
 - Customer has the ability to cancel this agreement without penalty if notice is given 30 days prior to delivery.
 - Fee is \$7,500.00 per day, all-inclusive of travel, lodging, and related expenses.
 - Total contract price is **\$22,500.00**
- 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.



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- 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. Full payment is due by August 15th, 2024, for the initial services provided with the remaining work for the 2024-2025 academic year coming at no additional charge as a follow-up coaching for the Summer 2024 training. The term of the contract runs from execution through February 18th, 2025.

PAYMENT CHECK to be written to: Colleagues on Call
 PAYMENT CHECK to be mailed to: 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 June 30th, 2024 to guarantee the terms stated above. Depending on the time frame, receipt of the 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.