

CONTRACT

THIS CONTRACT is entered into this 26th day of August, 2024 , by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board")** and **AVID Center, 9797 Aero Drive, Suite 100, San Diego, CA and 92123 ("Second Party")**.

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Office of School Leadership** has established the need to **provide access and opportunity to middle and high school students** and has determined that this need cannot be met by existing district staff.

AVID Center provides **scaffolded support that educators and students need to encourage college and career readiness and success** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **additional students in AVID programming to enroll in more rigorous courses and achieve at high levels in those courses**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Office of School Leadership**], as an independent contractor, services under the direction of **Assistant Superintendent of School Leadership**.
2. The second party shall provide an **in-school academic support program to prepare students for college eligibility and success at Morton Middle, Bryan Station Middle, Lafayette High, and Bryan Station High**.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 76,032.00 . Additional expenses to be reimbursed are \$0.00, with a total amount of this contract not exceeding **\$76,032.00**
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the

Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from August 26, 2024 , through June 30 , 2025 , unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Bill Bradford

7-16-24
Date

Bill Bradford
FCPS Assistant Superintendent

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: *[Signature]*
CAB. IN: _____

Name of Second Party

Date

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-89425
 Client: Fayette Co Public Schools
 Address: PO Box 55490
 Lexington, KY 40555

AVID Center Representative: Tiana Crockham
 Phone: (972) 591-2534
 Email: tcrockham@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	District Director Leadership Payment 1	\$9,000.00	\$9,000.00
District Products SUBTOTAL:			\$9,000.00

Bryan Station High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
2	AVID Ignite	\$925.00	\$1,850.00
1	AVID Secondary Library Package	\$4,590.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$1,499.00	\$0.00
1	AVID Weekly Secondary	\$699.00	\$0.00
6	AVID Summer Institute	\$1,099.00	\$6,594.00
Bryan Station High School SUBTOTAL:			\$17,683.00

Bryan Station Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
2	AVID Ignite	\$925.00	\$1,850.00
1	AVID Secondary Library Package	\$4,590.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$1,499.00	\$0.00
1	AVID Weekly Secondary	\$699.00	\$0.00
6	AVID Summer Institute	\$1,099.00	\$6,594.00
Bryan Station Middle School SUBTOTAL:			\$17,683.00

Lafayette High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Secondary Library Package	\$4,590.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$1,499.00	\$0.00
1	AVID Weekly Secondary	\$699.00	\$0.00
6	AVID Summer Institute	\$1,099.00	\$6,594.00
Lafayette High School SUBTOTAL:			\$15,833.00

Morton Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Secondary Library Package	\$4,590.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$1,499.00	\$0.00
1	AVID Weekly Secondary	\$699.00	\$0.00
6	AVID Summer Institute	\$1,099.00	\$6,594.00
Morton Middle School SUBTOTAL:			\$15,833.00

TOTAL:			\$76,032.00
<i>plus all applicable taxes</i>			

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Fayette Co Public Schools

Sign: _____
Print
Name: _____

Sign: _____
Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: contracts@avid.org

Email: bill.bradford@fayette.kyschools.us

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594