



**JESSE BACON, SUPERINTENDENT**

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Adrienne Usher, Assistant Superintendent

DATE: May 20, 2025

RE: Clarity Co. Digital Productivity Consulting Service Agreement

The attached agreement is between Bullitt County Public Schools and Clarity Co. Digital Productivity Consulting to assist in developing internal work processes and communication systems connected to the Monday.com platform. This platform will provide all district and school administrators with a dashboard of workflows, systems, etc. to increase productivity and efficiency across the district and promote organizational effectiveness. The total cost of the agreement is \$21,000 and will come through the Communications and/or Superintendent's office budget. The contract has been reviewed by Dinsmore & Shohl, LLP. Approval is requested for the agreement between BCPS and Clarity Co.

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

Ongoing Support  
from Clarity Co.

Service Contract:  
Done-For-You  
Implementation

Invoice



**CLARITY CO.**  
DIGITAL PRODUCTIVITY CONSULTING

This Service Agreement ("Agreement") is between Clarity Co., LLC ("Clarity"), and Bullitt County Public Schools the undersigned client ("Client") represented by Dr. Adrienne Usher (collectively, "the Parties").

## Recitals

Whereas, Clarity offers digital productivity consultation services to its clients;

Whereas, Clarity and Client have discussed digital organization systems and the consulting and implementation services that Clarity provides;

Whereas, Client desires to engage Clarity, as an independent contractor, to provide consulting services regarding digital tools;

Therefore, in consideration of the following mutual promises, covenants, and agreements, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties have agreed as follows:

## 1. SERVICES TO BE PROVIDED.

Client agrees to engage Clarity as an independent contractor to provide the services ("Services") as set forth in the attached Scope of Work (and any amendments thereto), the terms of which are expressly incorporated into this Agreement. Clarity agrees to provide said Services, and Client agrees to pay Clarity all amounts invoiced for the Services.

**Services will be delivered through reserved hours each week for the specific time period set forth in the Proposal. Client acknowledges that upon the expiration of the time period or the exhaustion of the total reserved hours, whichever occurs first, Clarity will only provide additional Services after a new service term is executed and a new Invoice is paid.**

**Client expressly acknowledges that any requested changes or delays caused by Client's failure to make timely decisions may affect the project schedule, the anticipated project "completion," and/or the agreed upon deliverables.**

**Client further acknowledges that any requests for extra and/or expedited work beyond the hourly commitment set forth are subject to Clarity's sole discretion and, if accepted, will be deducted from the total project hours.**

**DISCLAIMER: Clarity is not responsible for unforeseen circumstances, including, but not limited to, software glitches or updates, network outages or disruptions, or any other similar issue that may impact the project timeline and/or deliverables.**

## **2. INTENTION OF THE PARTIES.**

It is expressly agreed by, and it is the express intention of, the Parties to enter an independent contractor or consulting relationship, with Clarity acting as an independent contractor for, and not as an employee of, Client. The Parties further acknowledge that this Agreement does not constitute or create a partnership or joint venture by, among, or between them.

## **3. TERM OF AGREEMENT.**

This Agreement shall commence on the date of last of the Parties to sign below ("Effective Date") and shall remain in effect until Clarity has provided, and Client has paid for, all Services, or until such time as 6 months has elapsed from the last scheduled Session.

## **4. TERMINATION OF AGREEMENT.**

This Agreement may be terminated by Clarity or Client at any time, with or without cause, with 14 days written notice. All amounts due for all Services rendered as of the date of notice of termination shall be paid within 5 business days if not already paid. For prepaid quarterly engagements, 50% will be refunded to Client up to 30 days into the project term. 25% will be refunded if terminated between 30-60 days into the project term. No refunds will be given beyond 60 days into the project term.

This Agreement may further be terminated by Clarity, at any time and without any notice, upon good cause, which shall include (a) Client's material violation of this Agreement or default on its obligations under this Agreement; or (b) any act by Client that tends to expose Clarity to any kind of liability.

Clarity shall not be obligated to provide any Services during the notice period unless the Parties mutually agree otherwise in writing.

## **5. SCHEDULED SESSIONS.**

The Services focus on improving Client's digital environment and software tools. Client's failure to adopt, implement, or maintain those systems, as recommended by Clarity, shall in no way be construed as a failure to provide adequate services under this Agreement or a breach of this Agreement. Clarity serves solely as a consultant and is in no way responsible for the consequences of decisions made by the Client, which makes all final decisions on systems and processes to be adopted, implemented, and maintained, and with respect to items deleted or disposed of.

Clarity shall provide consultation and assistance with implementation if requested during Sessions, which shall be

conducted either in-person (at an agreed-upon location) or remotely via virtual conferencing, as mutually agreed by the Parties. The date, time, and location of all Sessions will be confirmed in writing.

Client shall notify Clarity, as soon as reasonably practicable, if Client will be late for or unable to attend any scheduled Sessions. If no notice is provided and Client does not appear for a Session within 15 minutes of the scheduled start time, Clarity will deem the Session to have been cancelled by Client. **Fees shall be assessed in accordance with Paragraph 11.**

Clarity shall also notify Client, as soon as reasonably practicable, if Clarity will be late for or unable to attend any scheduled Session. For Sessions that start late due to Clarity, the Session will be extended for an amount of time equal to the time that elapsed from the scheduled start time to the actual start time. If Client isn't available to extend the Session, Clarity shall adjust the service term schedule accordingly.

## 6. CONTROL OF WORK PRODUCT.

The work produced under this agreement shall be referred to as "Work Product," which means all the tangible materials, regardless of format, delivered by Clarity to Client under this Agreement. Clarity assigns to Client all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Client any right, title or interest in Clarity's intellectual property that has been or will later be developed outside the scope of services provided hereunder.

Any and all Work Product under this Agreement is intellectual property rights and is controlled by Client subject to the restrictions in this paragraph. The Work Product under this Agreement may be used in perpetuity by Client to provide and/or enhance digital productivity to itself, its clients and prospective clients, provided, however, that Client will not market, sell, publish, or otherwise provide the Work Product to any third party as work or a service for hire.

## 7. TECHNOLOGY.

Client authorizes Clarity to access and agrees to provide Clarity all log-in credentials necessary to access, any devices and software related to, impacted by, or required for the Services. Client further expressly agrees that it will hold Clarity harmless for any harm that takes place to those devices or software during, or as a result of, the Services.

## 8. PREPAID PACKAGES PAYMENT.

Clarity's Consultation and Implementation Services performed under this Agreement, whether performed in-person or virtually, are to be prepaid in a flat fee. **Payment on all invoices are due upon receipt** and service will not be rendered until balance is paid in full. Client agrees to pay for all Services with cash, check, or credit card (Visa, Discover, or American Express).

Upon Client's request, Clarity will provide a partial refund within 30 days of the Effective Date if Client and Clarity have not been able to reach an agreed upon process plan or Client has expressed in writing dissatisfaction with the services being provided. Any refund will deduct fees for services already provided.

In the event of Client's default under this Agreement for non-payment, in whole or in part, Clarity shall be entitled to recover any and all costs and expenses associated with and incurred as a result of all collection efforts, regardless of whether any civil action is filed, any verdict is granted in favor of Clarity, or any judgment is entered in favor of Clarity.

Such costs and expenses shall include, without limitation, court costs, filing fees, service of process fees, and reasonable attorneys' fees.

## 9. SUBSCRIPTION SERVICES PAYMENT.

Client can opt into Subscription Ongoing Support Services at the conclusion of their Consultation or Implementation prepaid package. All subscription services are billed automatically on a recurring payment schedule unless cancelled by Client in writing. **Refunds, however, will not be issued for unused hours.**

## 10. INSURANCE.

Client agrees to maintain appropriate commercial general liability, residential, or renter's insurance covering their property and to provide proof of coverage upon request. Client's commercial, residential, or renter's insurance will serve as the primary policy for any bodily injury or property damage that occurs any consulting services provided on Client's commercial or residential property.

## 11. CANCELLATION AND NO-SHOW.

For All Session Types: If Client cancels a scheduled Session at least 48 hours in advance of the scheduled start time, Clarity will reschedule the Session.

For Prepaid Terms: If Client cancels a scheduled Session between 24 and 48 hours in advance of the scheduled start time and there is no pre-determined independent work for Clarity to complete, Client will forfeit their reserved hours for the week.

For Individually Paid Sessions: If Client cancels a scheduled Session within 24 hours of the scheduled start time, Client will be assessed the full Session Fee, plus any applicable travel fee.

## 12. CLIENT CONFIDENTIALITY.

Clarity agrees to keep Client's professional, personal, and otherwise confidential or sensitive information, including information about Client's current and prospective clients or customers, private and will not disclose any such information to any third party without first obtaining Client's consent.

Work Product under this Agreement, either in whole or part, should NOT appear in any presentation or social media by Clarity without advance written consent by Client.

## 13. CONFIDENTIALITY AND NON-DISCLOSURE.

"Confidential Information" means any non-public information that Client receives or has access to, in any form, during the term of this Agreement with and as a result of the Services provided by Clarity. Confidential Information includes, but is not limited to, proprietary information, including expertise related to productivity systems and processes; technical data; trade secrets; know-how; research; products and product plans; services; customer and client lists; customers and clients; markets; software; developments; inventions; processes; formulas; technology; fees,

costs, and pricing structures; payments and payment arrangements; business and financial information; marketing plans, materials, and strategies; finances and financial plans; methods of doing business; operations; business plans; and other business information not specifically known outside of Clarity. Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Clarity or of others who were under confidentiality obligations as to the item or items involved. In the event that Client is required by law to disclose any Confidential Information, Client will give Clarity prompt advance written notice and will provide Clarity with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

Client will hold in strictest confidence and will not use or disclose to any person, firm, or corporation, directly or indirectly, either during the term of this Agreement or after the termination of this Agreement, any Confidential Information except with the written authorization of Clarity signed by its owner, Carrie Downey.

## **14. GOVERNING LAW.**

The validity, construction, and performance of this Agreement shall be construed with, and governed by, the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws rules. The Parties waive all rights regarding jurisdiction or venue and explicitly agree that any claims, complaints, charges, causes of action, suits, or disputes regarding the interpretation or enforcement of this Agreement shall be brought in either the Commonwealth of Kentucky Fayette Circuit Court or the United States District Court for the Eastern District of Kentucky, Central Division at Lexington.

## **15. LIMITATION OF LIABILITY.**

**UNLESS A RESULT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL MISCONDUCT, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY TYPE OF DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL COMPENSATION UNDER THIS AGREEMENT.**

## **16. REMEDIES.**

Client hereby acknowledges and agrees that damages at law are an insufficient remedy to Clarity if Client violates the terms of Paragraph 15 of this Agreement, and that Clarity shall be entitled to temporary, preliminary, and/or permanent injunctive relief in any court of competent jurisdiction without the necessity of posting bond to restrain the breach of or otherwise to specifically enforce any of the terms of Paragraph 15 of this Agreement and without the necessity of showing any actual damage or that monetary damages would not provide an adequate remedy. Such right to an injunction shall be in addition to, and not in limitation of, any other rights or remedies Clarity may have. Without limiting the generality of the foregoing, Client shall not oppose any motion that Clarity may make for expedited discovery or hearing in connection with any alleged breach of Paragraph 15 of this Agreement. This paragraph is in addition to and does not in any way waive or detract from any rights or causes of action Clarity may have relating to trade secrets and Confidential Information under statutory or common law or under any other agreement. It is further agreed that, in the event of Client's breach of Paragraph 15 of this Agreement, Clarity shall be entitled to recover its reasonable costs and expenses, including but not limited to its reasonable attorneys' fees, incurred in connection with such breach and in connection with the enforcement of the provisions of Paragraph 15 of this Agreement.

## 17. GROSS NEGLIGENCE/WILLFUL MISCONDUCT.

To the extent allowed by Kentucky state law, Client shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from and related to this Agreement, which result solely from the gross negligence or willful misconduct of the Client.

To the extent allowed by Kentucky state law, Clarity shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from and related to this Agreement, which result solely from the gross negligence or willful misconduct of Clarity.

Alternatively, you could combine them into a single provision like this:

To the extent allowed by Kentucky state law, each party shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from and related to this Agreement, which result solely from that party's gross negligence or willful misconduct.

## 18. ASSIGNMENT.

Client may not assign its, his, or her rights or delegate any of its, his, or her duties under this Agreement to any third party.

## 19. WAIVER.

The rights and remedies provided to the Parties are and shall be cumulative and in addition to any other rights and remedies provided at law, in equity, or otherwise. A Party's failure to exercise its rights to terminate this Agreement or to enforce any provision of this Agreement shall not prejudice its right of termination or enforcement for any further or other defaults or violations, nor shall it be deemed a waiver or forfeiture of those rights.

## 20. NOTICES.

All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and served personally, by email. The addresses for any notices to be delivered to the Parties are as follows:

Clarity:  
Carrie Downey, MSW, MPA  
CLARITY CO., LLC  
carrie@clarityco.org

-and-

Client:  
Dr. Adrienne Usher  
Bullitt County Public Schools  
adrienne.usher@bullitt.kyschools.us

## 21. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties, and it supersedes any and all other consulting, freelance, subcontractor, and independent contractor agreements, as well as any and all discussions, understandings, and negotiations, whether verbally or in writing, express or implied, among the Parties. This Agreement shall not be modified or amended unless in writing executed by the Parties.

## **22. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Kentucky law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under Kentucky law, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein. The Parties agree that a court of competent jurisdiction making a determination of the invalidity or unenforceability of any term or provision of this Agreement will have the power to reduce the scope, duration, or area of any such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

## **23. CAPTIONS.**

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

## **24. SURVIVAL.**

The obligations and agreements contained in this Agreement shall extend beyond the termination of this Agreement.

## **25. The Parties acknowledge and represent that they have carefully read this Agreement and that they understand all the terms, conditions, and provisions contained in this Agreement.**

**Having read the foregoing and being in complete agreement with the promises, conditions, and statements contained in this Agreement, Client and Clarity execute this Agreement freely, intelligently, and voluntarily, as evidenced by their respective signatures below:**



Ongoing Support from Clarity Co.

Service Contract:  
Done-For-You  
Implementation

Invoice



**From**  
Clarity Co., LLC  
1325 Wakehurst Ct  
Lexington, KY 40509

**To**  
Bullitt County Public Schools  
Dr. Adrienne Usher  
1040 Highway 44 East  
Shepherdsville, KY 40165

**Proposal** 6985202  
**Issued** May 6, 2025  
**Valid Until** June 6, 2025

| ITEM  | QUANTITY | PRICE      | TOTAL       |
|---|----------|------------|-------------|
| Premium Ongoing Support- 20 Hours Per Month   | 7        | \$3,000.00 | \$21,000.00 |
| Monthly Support Includes:   |          |            |             |
| <input checked="" type="checkbox"/> Adjustments to existing workflow designs  |          |            |             |
| <input checked="" type="checkbox"/> Routine monitoring / auditing your account for usage errors and reporting on findings |          |            |             |
| <input checked="" type="checkbox"/> Training support to team members  |          |            |             |
| <input checked="" type="checkbox"/> Troubleshooting user issues with 24 hour or less response time.                       |          |            |             |

Subtotal: \$21,000.00  
Tax: \$0.00  
**Total: \$21,000.00**

To indicate your acceptance of the above, click the button below.