



**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

RE: The Alchemy Collaborative Services Agreement

DATE: June 4, 2025

The attached services agreement between Bullitt County Public Schools and The Alchemy Collaborative is to continue support communications within the district. This additional agreement provides additional hours to run communication and media services, photography, public relations project management, etc. during the transitional period in the absence of a Director of Communications currently. The cost of the additional services agreement is \$43,700 and will be paid through the communications budget. This agreement has been reviewed by Dinsmore & Shohl, LLC.

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

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



prepared for :  
bullitt county public schools

proposal date:  
5/30/2025

# proposal

bullitt county public schools  
adrienne usher



brooke goff  
creative director + founder  
brooke@alchemycollab.com

## service

## price

### alchemy access hours (230)

\$43,700.00

*A flexible support service tailored to your district's evolving needs.*

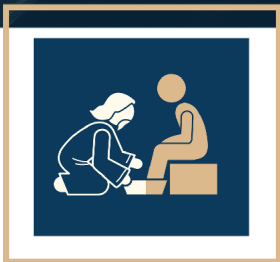
#### deliverables:

- project tracking and task management powered by alchemy's internal systems
- flexible use of hours across communications, branding, and strategy services
- priority scheduling for quick-turn needs
- regular progress and usage reports
- dedicated alchemy point of contact

to accept this proposal, initial here.

proposal total **\$43,700.00**

# our core values



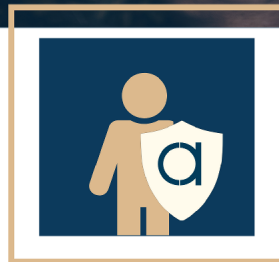
## **servant leadership**

With our clients, servant leadership means recognizing their challenges, addressing their concerns with empathy, and building trust through honest and transparent communication. This approach ensures that we create meaningful and impactful solutions that truly resonate with the needs of those we serve.



## **bountiful harvesting**

With our clients, being a bountiful harvester means promoting a culture of abundance and generosity, fostering trust, delivering exceptional value, and consistently exceeding expectations, ensuring long-term satisfaction and mutual growth."



## **reliable overseeing**

With our clients, reliable overseeing is done by nurturing dependability and trust with a client by consistently delivering on promises, being responsive to their needs, showing genuine care, and always acting with integrity to build a strong, reliable culture over time.



## **vision planting**

With our clients, vision planting is organic with each task. We want to inspire innovation and forward-thinking creativity in our relationships, so that we can work towards a prosperous future for EVERYONE.



# master service agreement

# 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 and Client will define the scope and structure of each engagement through one or more Statement(s) of Work ("SOW"), which will be incorporated by reference into this Agreement upon mutual execution.

Each SOW will outline the agreed-upon services, applicable payment terms, and any other project-specific considerations. While initial goals or priorities may be discussed, Client understands that the use of hours or services may evolve based on ongoing needs and is not necessarily fixed to a single deliverable or project.

Only the Services outlined in an executed SOW will be performed by Provider. Any additional Services or material changes to an existing SOW may require a new SOW and additional payment.

Client's timely communication, feedback, and approvals may be required to initiate or advance the work outlined in each SOW. Delays caused by Client may impact timelines and are not the responsibility of the Provider.

## 3. Payment

Client agrees to pay for the Service as described in the applicable Statement(s) of Work ("SOW").

Unless otherwise agreed in writing, no work will begin until either (a) a valid purchase order has been received, or (b) full payment has been made.

Provider will issue an invoice for the agreed-upon amount, and payment is due in full within thirty (30) days of the invoice date.

If the Parties agree to a quarterly payment schedule, such terms must be explicitly outlined in the applicable SOW. Quarterly invoices are also due within thirty (30) days of issuance and will continue as scheduled until the contract is completed or formally terminated.

In limited circumstances, at Provider's sole discretion and based on a trusted client relationship, Provider may agree to perform work and issue an invoice after Services have been rendered. This exception must be documented in writing and does not establish a precedent for future work unless otherwise agreed.

Timely payment is required. Failure to remit payment within terms may result in administrative fees, interest charges, suspension of service, or termination of this Agreement at Provider's discretion.

#### **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 shall comply with applicable regulations, including FERPA, HIPAA, and other relevant data privacy standards.

## **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 ten (10) days after written notice of such breach.

If Client terminates this Agreement due to Provider's breach, Provider shall complete any work billed, but not yet performed, within thirty (30) days of Client's full payment of any outstanding invoice.

If Provider terminates this Agreement due to Client's breach, all of the following shall apply:

- Client shall immediately cease use of any website, logos, or other marketing materials or Service-related materials or data;
- Client shall, within ten (10) days of such termination, deliver to Provider all copies and portions of Service-related marketing materials, data, and documentation in its possession furnished by Provider under this Agreement;
- All amounts payable or accrued to Provider under this Agreement shall become due and payable within thirty (30) days of termination; and
- All rights and licenses granted to Client under this Agreement shall immediately terminate.

Client shall also have the right to terminate this Agreement at any time, for any reason, upon written notice to Provider. In such event, Client shall be responsible for payment of all fees for Services performed up to the date of termination.

## **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. 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.

## **13. General Provisions**

1. 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.
2. 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.
3. 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.
4. Applicable law: This Agreement will be governed by the laws of the Commonwealth of Kentucky, and venue is proper in Bullitt County, Kentucky. The Parties HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.
5. 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.
6. Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:
  - a. When delivered personally to the recipient's known address;
  - b. Three days after being deposited in the United States mails, postage prepaid to the recipient's address, or
  - c. 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.
  - d. o Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the Parties.

- e. 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.

## 14. Service Hour Expiration

Unless otherwise agreed in writing, any pre-purchased service hours must be used within twelve (12) months from the date of purchase. Unused hours will expire at that time and will no longer be available for use, credit, or refund.

Provider may, at its sole discretion, extend the expiration date for specific clients or engagements. Any such extension must be communicated in writing.

Provider is not obligated to remind Client of hour usage status, though reasonable efforts may be made to do so. It is the Client's responsibility to utilize their available hours within the active period.

## 15. Signatures

Each Party represents and warrants that on this 2025-06-03 ("Effective Date") they are duly authorized to bind their respective principals, successors, and assigns by signature below.

**Client:**

Bullitt County Public Schools

**Provider:**

The Alchemy Collaborative, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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.

# statement 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 the following services:

Alchemy Access Hours

A flexible support service tailored to your district's evolving needs.

deliverables:

project tracking and task management powered by alchemy's internal systems

flexible use of hours across communications, branding, and strategy services

priority scheduling for quick-turn needs

regular progress and usage reports

dedicated alchemy point of contact

## **2. Schedule for Services**

Provider will work with Client to schedule and deliver services using the purchased hours. Client must provide all necessary information and access within 2 months of the Effective Date. Client delays or lack of communication may result in changes to timeline or additional administrative fees.

## **3. 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.

## **4. 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.

## **5. Payment**

Payment terms will follow the structure agreed upon in the proposal. Unless otherwise approved by Provider in writing, full payment is due within 30 days of invoice. In limited cases, Provider may approve a quarterly payment schedule or post-service billing, which must be documented in writing and attached to 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.

**8. Service Hour Expiration:**

Unless otherwise agreed in writing, any pre-purchased service hours under this SOW must be used within twelve (12) months of the invoice date. Unused hours will expire after that period and will not be eligible for refund, credit, or future use.

**Client:**

Bullitt County Public Schools

**Provider:**

The Alchemy Collaborative, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_