

PRESENTERS CONTRACTUAL AGREEMENT  
Kentucky Educational Development Corporation  
ASPIRE - ACHIEVE



This AGREEMENT is entered into and effective as of the date, 4/12/2023, between (KEDC) Kentucky Educational Development Corporation (904 Rose Road, Ashland, KY 41102) and presenter Bill of Rights Institute under the laws of the Commonwealth of Kentucky.

*(Please insert the mailing address below.)*


**Bill of Rights Institute - 1310 North Courthouse Rd. #620 Arlington, VA 22201**

**Services to Be Performed:** The Contractor agrees to perform the following service for KEDC: Professional development sessions and planning and research time if applicable per session.

**Date(s) of Service:** The Contractor agrees to complete the services as assigned on **June 14, 2023.**

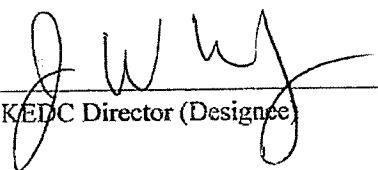
**Compensation:** The Contractor must submit an invoice that reflects the actual date of services rendered. The Contractor may invoice for the time of presentation, for planning and research, and travel. In consideration of the Contractor's performance of these services, the client agrees to pay the Contractor as follows:

- **Fee:** up to \$4,600.00 for all services described above.
- **Travel Expenses:** \$1,000 for travel is included in the quote of \$4,600.
- **Invoices:** The Contractor will submit invoices, appropriate receipts, and appropriate KEDC payroll forms (W-9) within 30 days of service. Invoices must include date of presentation and planning and research if applicable. Invoiced time for planning and research not to exceed double the length of the presentation (e.g., time and research for a 1-hour presentation will not exceed 2 hours on invoice). Invoices will be submitted to Carla Kersey ([Carla.kersey@kedc.org](mailto:Carla.kersey@kedc.org)) and CCed to Dr. Jim Evans and Gaby Flowers ([jim.evans@kedc.org](mailto:jim.evans@kedc.org) & [gaby.flowers@kedc.org](mailto:gaby.flowers@kedc.org)).
- **Payment to Contractor:** KEDC will provide payment no later than 30 days of invoice approval.

  
\_\_\_\_\_  
Name and Signature of Contractor

4/12/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
KEDC Board Chairperson      Date

  
\_\_\_\_\_  
KEDC Director (Designee)

4/12/23  
\_\_\_\_\_  
Date

**TERMS AND CONDITIONS**

- I. **Similar Services:** The Contractor certifies that he/she does not have, in effect, an agreement with the Federal Government for similar services for the same days' work, and attests that such charges are usual and customary.

- II. **Use of Name for Publicity:** Neither Party shall use the name of the other Party in any advertising, publicity, news release, or promotional material without the prior written approval of the other.
- III. **Contractor Performance:** KEDC reserves the right to evaluate the contractor's job performance and quality of work. KEDC may void this contract if the contractor does not meet or exceed standards set by the program guidelines or does not perform the services agreed on.
- IV. **Termination:** This agreement may be suspended or terminated by either Party at any time by giving written notification to the appropriate contact of the other Party.
- V. **Termination for Breach:** If either Party shall be in breach or default of any of its obligations under this Agreement and shall fail to remedy such default within 60 days after receipt of written notice, the other Party (not in default) shall have the option of terminating the Agreement upon written notice.
- VI. **Payments on Termination:** If this Agreement is terminated prior to its expiration for any other reason, then on the effective date of termination, KEDC shall pay Contractor for costs that were incurred by Contractor through the date of termination or for the work that was performed through the date of termination.
- VII. **Governing Law:** This Agreement is governed and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in the Commonwealth of Kentucky.
- VIII. **Force Majeure:** Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the non-performing Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under the Agreement with reasonable dispatch after the causes are removed.
- IX. **Taxes:** The Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of state, federal, and social security taxes, unemployment taxes, workers' compensation, and self-employment taxes. Not federal, state, or local taxes of any kind shall be withheld or paid by KEDC.
- X. **Signature:** By signing this Agreement, the Contractor certifies that these terms and conditions have been read and accepted.

# Bill of Rights Institute & NAME OF GROUP

## TITLE OF OPPORTUNITY



# BILL *of* RIGHTS INSTITUTE

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## Partnership Team

### Bill of Rights Institute Team

- Joe Schmidt, Director, Programs  
joe.schmidt@brinstitute.org

- Lori Rech, Manager, Programs  
lori.rech@brinstitute.org
- Emily Trapani, Specialist, Programs  
emily.trapani@brinstitute.org

### Kentucky Educational Development Corporation Team

- Kay Malone Hedrick, Educational Design Coordinator,  
kay.malone@kyschools.gov

# Professional Development Programs in 2023

BRI is grateful and honored by the opportunity to support this excellent community.

## Proposed Budget

Item	Budget
<b>1-Hour Prep Virtual Session – Founding Period Presentation Prep</b>	150
<b>3-Hour Presentation Focused on the Founding Period</b>	450
<b>8 Hours Program Development Time</b>	1200
<b>1-Hour Prep Virtual Session – Civil Rights Through Dialogue Prep</b>	150
<b>3-Hour Presentation Focused on Civil Rights Through Dialogue</b>	450
<b>8 Hours Program Development Time</b>	1200
<b>Presenter Travel Costs &amp; Per Diem (Costs Apx)</b>	1000
<b>Total</b>	<b>4600</b>

## Proposed Activities

On June 14, the Bill of Rights Institute will host an in-person full day of professional learning for the Kentucky Educational Development Corporation consisting of two three-hour programs. Both sessions will be centered on using primary sources and integrating the Question Formulation Technique. One session will focus on the Founding Period, and the other on Civil Rights. Bill of Rights Institute resources will be discussed with the digital textbook *Life, Liberty, and the Pursuit of Happiness* and discourse strategies highlighted through both sessions. Both programs will have a one-hour virtual preparation session in the weeks leading up to the in-person event. Each session will be designed with 50-65 educators participating.