

**CONTRACT  
BETWEEN  
THE JOHNSTON COUNTY BOARD OF EDUCATION  
AND  
PARKER AND PARKER CONSULTING, LLC**

This consultant contractor agreement is between JOHNSTON COUNTY BOARD OF EDUCATION (“the **Board**”) a North Carolina Sole Proprietorship and PARKER AND PARKER CONSULTING, LLC (“the **Consultant**”), an individual.

The Board is in the business of Educational Services and wants to engage the Consultant to provide various types of Facility Assessments.

The Consultant has performed the same or similar activities for others.

The parties therefore agree as follows:

**1. ENGAGEMENT: SERVICES**

(a) **Engagement.** The Board retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the “**Services**”).

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:

(i) Perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;

(ii) Devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;

(iii) Perform the Services in a safe, good, and workmanlike manner;

(iv) Communicate with the Board about progress the Consultant has made in performing the Services, and

(v) Provide information (including the Services) and end products that are satisfactory and acceptable to the Board.

(c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Board's industry, and in accordance with applicable laws, rules, or regulations.

(d) **Board's Obligations.** The Board shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at 30 days before implementing those changes.

## 2. TERMS AND TERMINATION.

(a) **Term.** This agreement will become effective as described in section 15. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term"). However, this agreement may not remain effective for more than one (1) year.

(b) **Termination.** This agreement may be terminated:

(i) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach;

(ii) by the Board at any time and without prior notice, if the Consultant is convicted of any crime or illegal offense, fails or refuses to comply with the written policies of the Board, or is guilty of serious misconduct in connection with performance under this agreement.

### 3. COMPENSATION.

- (a) **Terms and Conditions.** The Board shall pay the Consultant in accordance with Exhibit A.
- (b) **Other Compensation.** The Consultant will also be reimbursed for items listed in accordance with Exhibit A.
- (c) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Board has no obligation to pay or withhold any sums for those taxes.
- (d) **Other Benefits.** The Consultant has no claim against the Board under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

### 4. NATURE OF RELATIONSHIP; INVENTIONS

#### (a) **Independent Consultant Status.**

(i) The relationship of parties under this agreement is one of the independent contractors, and no joint venture, partnership, agency, employer-employee or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf. And neither party may take any action that creates the appearance of such authority.

(ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Board is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services.

### 5. USE OF TRADEMARKS

The Consultant may use, reproduce, and distribute the Board's service marks, trademarks, and trade names (if any) in connection with the performance of the Services. At the expiration or earlier termination of this agreement, the Consultant

will have no further right to use the Board Marks, unless the Board provides written approval for each such use.

## **6. CONFIDENTIAL INFORMATION.**

(a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Board that the Board designates as confidential or that under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("Confidential Information"). Confidential Information includes information relating to Board's current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

## **7. OTHER ACTIVITIES**

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts or accept obligation inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Board under this agreement.

## **8. RETURN OF PROPERTY**

Within 30 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Board, retaining no copies or notes, all Board products, samples, models, property, and documents, computer files, and other materials and copies of those materials obtained by the Consultant.

## **9. FORCE MAJEURE**

A party will not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under

this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control. However if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) Notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

## 10. GOVERNING LAW.

(a)**Choice of Law.** The laws of the state of North Carolina govern this agreement (without giving effect to its conflicts of law principles),

(b)**Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Johnston County, North Carolina.

## 11. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

## 12. NOTICES.

**Writing: Permitted Delivery Methods.** Each party giving or making any notice, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement; personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email.

## 13. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and designed by the party waiving the breach, failure, right, or remedy.

#### **14. ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to the agreement's effectiveness.

#### **15. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**SIGNATURE PAGE**

JOHNSTON COUNTY BOARD OF EDUCATION

DATE \_\_\_\_\_ BY \_\_\_\_\_

Name: Todd Sutton  
Title: Chairman, Board of Education

PARKER AND PARKER CONSULTING, LLC

DATE \_\_\_\_\_ BY \_\_\_\_\_

Name: Dr. Anthony Parker  
Title: President, Parker and Parker Consulting, LLC

**EXHIBIT A****DUTIES, SPECIFICATIONS, AND COMPENSATION****16. DUTIES**

The Consultant shall perform the following services for the Board – Provide Various Types of Facility Assessments

**17. ACCESS TO PERSONNEL**

The Board agrees to give the Consultant regular access to the Superintendent, Finance Officer, and designated Facility Services' staff members agreed upon by both parties.

**18. SPECIFICATIONS**

The parties agree to the following additional specifications about the services to be provided:

1. Consulting Services and Educational Facility Adequacy Assessment
2. Future Assessment Needs Based on Growth and Enrollment
3. Assessment of Existing Facilities
4. Life Cycle Maintenance/Predictive Cost Forecasting
5. Five-Year Plan based on priority of needs

**19. COMPENSATION**

The Board agrees to pay additional expenses including the contract price for Cost Analytics (based on tier selected), Consultant's mileage while traveling in the county, and occasional lodging for one of the Consultant's out-of-state specialists.

The Board agrees to pay the Consultant a total sum of \$180,000 in 12 installment payments of \$15,000 a month. The payment is to be made within 7 business days of the Board receiving the invoice. If the contract is fulfilled prior to the 12 month time period, the Board will pay the remainder of the contract amount in one lump sum within 15 days of the delivery of the final invoice.

End of Contract