



**CONTRACTUAL AGREEMENT BETWEEN
DISTRICT AND CONTRACTOR FOR
SUPERINTENDENT CONSULTING SERVICES**

This contract is made on the 20th day of July 2023, by and between Beaufort County School District (“BCSD”) and Dr. Herbert Berg (“Contractor”).

The Project is to provide consulting services for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. TERMS AND CONDITIONS.

A. Termination.

Subject to the provisions contained below, this Contract may be terminated by either party with 24 hours written notice. Contractor shall be compensated for any work completed at the time of termination.

B. Amendment.

Any changes to this Contract, which are mutually agreed upon between Contractor and/or Subcontractor and the District, shall be incorporated in written amendment to this Contract and will not become effective until the amendment is signed by each party.

C. Indemnification.

BCSD, its officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from this Contract, provided that such liability is not attributable to negligence on the part of the District. The Contractor and/or Subcontractor also shall defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor and/or Subcontractor, its agents or employees, in the performance of the contract, and further shall agree to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be

the fact, by reason of negligent instructions or directions given or purportedly given by any of the District employees with respect to the performance of the contract.

D. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

E. Evaluation of Contract.

Appropriate staff of the District and Contractor and/or Subcontractor can meet on an as needed basis to evaluate this Contract based on the responsibilities for each party listed under Section 2, Scope of Work, of this agreement.

F. Governing Law.

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

G. Insurance.

Contractor and/or Subcontractor acknowledges that it solely responsible for, and shall promptly pay, all employer taxes, withholding requirement, etc., on its employees. Contractor and/or Subcontractor acknowledges that BCSD is not responsible or liable for insurance premiums or policies for the Contractor.

H. Licenses.

The parties agree that during the term of this Agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

I. Assignment.

No contract or its provisions shall be assigned, sublet, or transferred without the written consent of BCSD.

J. Expenses.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

K. Dispute Resolution.

All disputes between the District and the Contractor and/or Subcontractor shall be resolved in accordance with the District's Procurement Code, as may be amended or updated. Contractor and/or Subcontractor consents to be governed by the District's Procurement Code's provisions for contract controversy resolution and agrees that the District's Procurement Code applies to and governs the Agreement. Contractor and/or Subcontractor waives any objection, including but not limited to Federal and State

Constitutional objections, it may have now or hereafter to the administrative process required by the District's Procurement Code. Any act by the District regarding any transaction or agreement arising out of, relating to, or contemplated by this Contract is not a waiver of District's governmental immunities.

L. Severability.

Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.

M. Confidentiality

As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

BCSD expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request, etc.).

2. SCOPE OF WORK. The contractor shall provide the following:

- a) Advise on strategies to build a successful school bond referendum program that will generate majority support from the Board of Education and community;
- b) Review projects from District plans, Capital Improvements Program, third-party assessments and any special projects identified by BCSD or staff;
- c) Advise on formulating and working with a Community Bond Steering Committee to identify and prioritize projects;
- d) Review cost estimates based on program needs, while accounting for potential increases in construction, design or other unforeseen costs;
- e) Advise on packaging the recommendations from third-party assessments, District staff and the Bond Steering Committee to present to the Board of Education and the community;
- f) Support and provide expertise in starting the referendum election process, including but not limited to, reviewing ballot language, and recommending the timing of the election;
- g) Consult with the Chief Financial Officer and financing team on the financial impact;
- h) Advise on the community outreach strategies of proposed projects to aid in bond passage including the development of educational materials;

- i) Advise on the development of referendum communication strategies, marketing, messaging, and graphics (this includes strategies for websites, social media, videos, etc.); and
- j) Report and advise the Superintendent on any other matters related to referendum program development.

3. **TERM.** This Agreement shall commence on August 1, 2023 and shall continue until completion of the services.

4. **COMPENSATION.** Contractor shall perform all services required by this Contract and compensated per the following fee schedule:

a. Contractor will be compensated at an hourly rate of \$138.00. This fee is all inclusive of travel, lodging, services, supplies and other fees incurred by contractor. Contractor is responsible for providing supporting documentation to prove hours worked under this contract. The maximum value of this contract cannot exceed \$30,000.00.

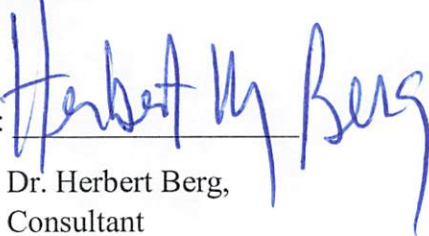
5. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor and/or Subcontractor shall be given to Dr. Herbert Berg at 400 Madison Street #1504, Alexandria, V.A. 22314.

6. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

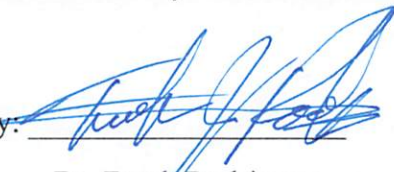

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Consultant

By: 
Dr. Herbert Berg,
Consultant

Beaufort County School District

By:  
Dr. Frank Rodriguez,
Superintendent