**BOONE COUNTY SCHOOLS**

**AGREEMENT FOR CONSULTATION SERVICES BETWEEN**

**BOONE COUNTY BOARD OF EDUCATION AND JEROME BOWLES**

**2016-2017**

This agreement is between the BOONE COUNTY BOARD OF EDUCATION referred to as BCBE and Jerome Bowles, hereafter referred to as Mr. Bowles, and sets out their respective responsibilities for the provision of consultation services related to systemic professional development cultural competency and culturally competent teaching.

1. BCBE agrees:

To compensate Mr. Bowles $150.00 (one hundred and fifty dollars) for each one (1) one hour of consultation provided in the Boone County School District not to exceed $6500.

To compensate Mr. Bowles in the ordinary course of BCBE’s bill paying.

To provide ongoing coordination and direction for the work scope.

To make every reasonable attempt to accommodate Mr. Bowles’ schedule.

1. Mr. Bowles agrees:

To consult monthly with the BCBE’s Executive Director, Student /Community Services.

To consult with the Principals of the Boone County Schools and spend the day familiarizing himself with the expectations, culture and procedures of said schools.

To assist with the creation and support of professional development for administrators, faculty and staff focusing on inclusion, equity, excellence, cultural competency and culturally responsive teaching.

To co-present trainings focusing on inclusion, excellence, cultural competency and culturally responsive teaching.

To mediate school/parent meetings, as requested.

To submit an invoice to BCBE at the end of each month for services rendered.

To the fullest extent permitted by law, to defend, indemnify and hold harmless BCBE, it’s Board, employees, representatives and agents from and against any and all costs and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Mr. Bowles conduct. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by BCBE, its Board, employees, representative and/or agents in defense of said suits, actions, grievances, charges and/or proceedings, including those which arise prior to a formal suit or claim being filed, but after a specific dispute arises. The foregoing provision shall not be deemed as a relinquishment or waiver of any kind of applicable limitations of liability.

1. The Parties agree that:

Nothing in this contract shall create a multiple fiscal year obligation.

Any dispute respecting or arising out of this agreement shall be submitted at the option of either party for binding arbitration. The Parties shall agree on an arbitrator within twenty (20) days from the date either Party has invoked arbitration, or failing agreement, an arbitrator shall be appointed by the Boone Circuit Court.

This agreement may not be assigned to any person or entity without the prior written approval of the Parties.

Both Parties have the right to terminate this agreement with or without cause upon thirty (30) days prior written notice.

The Parties shall in no event construed to be partners, joint ventures or associates of the other in the conduct of each Party’s business.

Mr. Bowles shall at times be, and regarded, as independent contractors, and are in no manner employees, servants, or agents of BCBE. Mr. Bowles, shall provide all necessary materials to effectively perform his duties, except as otherwise delineated elsewhere in this contract. Mr. Bowles agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business and state and federal laws relating to non-discrimination; workers’ compensation laws and state and federal wage and hour laws. Mr. Bowles’ engagement with BCBE is limited solely to the functions described herein.

In the event of any dispute respecting or arising out of the interpretation or execution this agreement, such dispute shall be decided in accordance with the laws and regulations of Kentucky, applicable federal law, and the policies of BCBE.

This agreement does not grant to Mr. Bowles any exclusive privileges or rights. BCBE may contract with other providers for the procurement of comparable services. BCBE makes no commitment for any minimum or maximum amount of services hereunder except as otherwise set forth in this agreement.

If any provision of this agreement is determined to be unenforceable or invalid for any reason, the remainder of the agreement shall remain in effect, unless otherwise terminated by one or both of the Parties in accordance with the agreement terms.

The enforcement of this agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties hereto. Nothing contained in this agreement shall give or allow any claim or right to action whatsoever by any other or third person.

This agreement contains the entire agreement of the Parties. Any representations or understandings and discussions of the Parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded by this agreement.

Name of Consultatnt: Mr. Jerome Bowles

Signature of Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Identification Number:

School District Authorized Representative:

Signed and effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_