**EXECUTIVE DIRECTOR SERVICES AGREEMENT**

This Agreement is made and is effective upon the latter date of the signatures of the parties (hereinafter “Effective Date”), by and between Alpha + Beta Solutions LLC (hereinafter “A + B”) and the Northern Kentucky Educational Council (hereinafter “NKEC”).

1. **TERM AND CONTEMPORANEOUS CONTINGENCY**

The term of this Agreement shall be three (3) years from the Effective Date, unless terminated by A + B or the NKEC, but only by NKEC at the direction of the Superintendent of the Boone County Board of Education (hereinafter “BCBE”) in accordance with Section VII.

PROVIDED HOWEVER, this Agreement is contingent upon agreement and mutual execution of the Memorandum of Understanding between NKEC and BCBE respecting BCBE utilizing NKEC as its 501(c)(3) entity to receive funds and remit them to BCBE for the benefit of the IGNITE INSTITUTE.

1. **SERVICES**

A + B shall provide the services as particularly described in Exhibit A hereto, with priorities as indicated in the grid therein. A + B shall provide these services on a full-time basis to the extent these responsibilities require.

1. **FEE**

NKEC shall pay A + B the sum of $115,000.00 for the first year of this Agreement. The fee may be adjusted annually based on A + B performance as reviewed annually as measured by the Expectations and Deliverables developed jointly by the Superintendent of BCBE and A + B.

Payments to A + B shall be monthly.

A + B is responsible for its own taxes, insurance and liability and shall hold NKEC and BCBE harmless therefrom.

1. **SUPPORT AND EXPENSES**

A + B shall be entitled to an automobile allowance of $500.00 per month, payable monthly.

A + B shall be entitled to reimbursement of its out of pocket expenses incurred in execution of the services provided by A + B pursuant to this Agreement, including gasoline, travel by common carrier, parking, out of town meals and lodging incurred in overnight travel, and meeting expense.

In addition, BCBE shall provide A + B a suitably equipped work site at a BCBE location, and administrative support and supplies.

1. **PROFESSIONAL GUIDANCE**

The Superintendent of BCBE, or his/her designee and A + B shall meet regularly to assess status, programs, financials, and overall progress of the IGNITE INSTITUTE, their ideas and proposed strategies, and the performance of their mutual obligations under this Agreement.

1. **PERFORMANCE EVALUATION**

A + B shall be evaluated no less than annually by the Superintendent of BCBE or his designee. The evaluation shall be based on the Expectations and Deliverables jointly developed and agreed upon by the Superintendent and A + B.

1. **TERMINATION/RESIGNATION**

BCBE may direct NKEC to terminate this Agreement with A + B “without cause” upon written notice to A + B at least sixty (60) days prior to the effective date of the termination. In which case NKEC shall pay A + B as an early termination fee five percent (5%) of the amount of funds raised during the year of the termination to the date of termination which exceed the amount of the prorated fee earned that annual period to the date of termination, not to exceed $115,000.00 less the amount of fees paid that annual period.

A + B may terminate this Agreement upon at least thirty (30) days written notice to NKEC in which case A + B is entitled to its annual fee prorated to the effective date of the termination.

BCBE may direct NKEC to terminate this Agreement “for cause” in which case this Agreement and A + B will be terminated upon written notice of termination. The notice of termination shall include the “cause” upon which the termination is based.

“For cause” means:

1. Personal immoral, dishonest or illegal conduct which a reasonably prudent person in the position of the sole member of an LLC providing services on behalf of a high profile public agency or school system would realize would bring disrepute on the IGNITE INSTITUTE, NKEC, or BCBE.
2. A material breach or neglect of A + B’s services under this Agreement. “Material breach or neglect” for this purpose means failure or refusal to perform the services called for in Section II or failure or refusal to follow a reasonable request of the BCBE Superintendent made in furtherance of those services described in Section II.
3. A material breach of the BCBE Board Member Ethics Policy.
4. **INDEMNIFICATION**

To the extent permitted by law, the parties mutually agree to indemnify and hold the other and BCBE harmless from any legal claims or expense in connection with any legal claims against them arising out of or respecting this Agreement.

1. **MISCELLANEOUS**
2. This Agreement sets forth the entire agreement between the parties (and BCBE to the extent it may direct NKEC), and if any provision or portion thereof is deemed or adjudicated invalid, such shall not affect the validity of any other provision.
3. This Agreement may not be assigned by A + B. If and only if NKEC is directed to do so by BCBE, NKEC may assign this Agreement to another 501(c)(3) entity designated by BCBE which assignee shall be bound by all obligations of NKEC and BCBE to A + B under this Agreement.
4. Obligations under and amendments to this Agreement may be waived and made respectively by the mutual agreement of the parties in writing signed by both parties, but by NKEC only upon consent of the Superintendent of BCBE.
5. This Agreement may be enforced by either party, but by NKEC only with consent of the Superintendent of the BCBE. Should a dispute arise, the parties shall mediate the dispute with an agreed upon Mediator, paid equally by the parties, within sixty (60) days of the formal declaration of dispute, which mediation is a prerequisite and condition precedent to initiating litigation. If litigation ensues, the Boone Circuit Court, Boone County, Kentucky shall have exclusive jurisdiction.
6. **NOTICES**

Notices under the Agreement shall be given in writing by U.S. Mail and by e-mail or hand delivery to:

Executive Director

Northern Kentucky Education Council

E-mail:

Superintendent

Boone County Board of Education

8330 U.S. 42

Florence, Kentucky 41042

E-mail: randy.poe@boone.kyschools.us

Alpha + Beta Strategies, LLC

Attn: David Fleischer

1310 Edward Road

Cincinnati, Ohio 45208

Dfleisc674@gmail.com

IN WITNESS WHEREOF, the parties set forth their hands, as authorized by their respective Boards or Managing Member.

**NORTHERN KENTUCKY EDUCATION COUNCIL**

By:

Name: Date Witness

Its:

 Title

**ALPHA + BETA STRATEGIES, LLC**

By:

 David Fleischer Date Witness

 Sole and Managing Member

HAVE SEEN AND AUTHORIZE:

**BOONE COUNTY BOARD OF EDUCATION**

By:

Name: Date Witness

Its: Chairperson