CONTRACT

This Contract made and entered into by and between the **Newport Independent Schools,** Campbell County, Kentucky, and **Brandon N. Voelker, Gatlin Voelker, PLLC**, Attorneys at Law, Fort Mitchell, Kenton County, Kentucky.

WITNESSETH:

Whereas, Brandon N. Voelker, has been providing legal representation to the Newport Independent Schools and the Board desirous of continuing said representation; and

Whereas, the Newport Independent Schools, desires to continue to employ Brandon N. Voelker to serve as Board Attorney.

Now, Therefore, it is Agreed As Follows:

Term:

The that Newport Independent Schools, Campbell County, Kentucky, (hereinafter Board) does hereby contract with Brandon N. Voelker (hereinafter Attorney) to serve as it's Board Attorney/legal advisor for a four-year term, ending December 31, 2022. Subsequent terms may be renewed prior to the expiration of any term.

Compensation

The compensation for said legal services shall be the flat rate sum of $30,000.00 per year. This amount shall be payable in monthly installments and shall constitute the entire compensation owed to Attorney for legal representation for the term set forth herein.

Services to be Provided

1.   That Brandon N. Voelker hereby agrees and obligates himself and his office to faithfully represent the interest of said Board as its legal advisor for said period, and therefore, agrees that his duties shall be that of legal advisor, and that he shall do and perform any and all legal services entrusted to him by said Board, including the advising of Board authorities and officers on all legal matters pertaining to the business of the Board, to represent the Board in a legal capacity, to draft all orders, resolutions, policies, procedures and/or proclamations as the Board may desire and direct, to diligently defend all actions filed against the Board and provide general legal services for any matter in which the Board and/or its Superintendent directs. Finally, to discharge such other duties as may be required of him by said Board and/or its Superintendent.

2.	That Brandon N. Voelker shall be designated as the Board Attorney. In this capacity he shall attend all Board meetings meetings, special meetings, expulsions and all other meetings in which his presence is requested. In the event he is unable to attend any of the meetings, he shall send another attorney in his place; he agrees that it shall be rare for another attorney to have to attend.

3.	The services to be performed by the attorney hereunder and for which compensations are provided shall include the usual legal services incidental to the conduct of the affairs of the Board. Such compensation does not include any extraordinary fees and costs of third parties, i.e. court costs, expert witnesses, etc., which might be incurred, but shall include the defense of any actions for damages against the Board.

4.	The attorney accepts this contract and promises to well and faithfully perform to the best of his ability all said services during the continuation of this Contract. It is the intent and understanding of both parties that the services provided hereunder are intended to be provided by the attorney as an independent contractor and that said attorney is not considered to be an employee of the Newport Independent Schools. Said attorney is also not considered to be a public official, but rather the legal advisor for the Board.

5.	The parties agree that the Board shall provide yearly membership to the KSBA for the Attorney and provide expense reimbursement for any training in which the parties agree that the Attorney should attend, which may include, but is not limited to any KSBA and/or NSBA events.

Cancellation/Termination

In that this is a contract for legal services, the parties agree that if an inability to work together exists amongst the Board and Attorney either party may terminate this Agreement by providing thirty (30) days written notice.

In Witness Whereof, the parties have set their hands this _____ day of December 2018.

_____   _____
Brandon N. Voelker   Ramona Malone, Chair