**Memorandum of Agreement for consultation services between Boone County Schools**

 **and Jerome Bowles**

**2019-2020 School Year**

This agreement is between Boone County Schools and Jerome Bowles, hereafter referred to as Mr. Bowles, and sets out their respective responsibilities for the provision of consultation services related to diversity outreach consultation and services.

1. Boone County Schools agrees:

To compensate Mr. Bowles $150 (one hundred and fifty dollars) for each (1) hour of service/consultation provided in Boone County Schools, not to exceed four (4) hours a month or not to exceed $6,500 for the school year.

To compensate Mr. Bowles in the ordinary course of Boone County Schools bill paying;

To provide ongoing coordination and direction for the scope of work; and

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

1. Mr. Bowles agrees:

To consult monthly with Executive Director of Student Services;

To provide strategies and contacts for Diversity recruitment for certified and administrative positions, as requested;

To organize and facilitate diversity training for leaders and staff as requested;

 To participate in the District Diversity and Equity/PBIS sub-committee;

To consult on the design and facilitation of Diversity Events, as requested;

To provide Diversity mentoring or recruitment for Boone County Schools;

To mediate Diversity Community Outreach Concerns Expressed by Community and School District .as requested;

To collaborate on the design of trainings focusing on inclusion, excellence, cultural competency and cultural responsiveness; and

To the fullest extent permitted by Kentucky law, to defend, indemnify and hold harmless Boone County Schools, 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 feeds, costs and expenses incurred by Boone County Schools, employed, 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 application limitations of liability.

1. The Parties agree that:

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 our 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 be regarded, as independent contractor and is in no manner an employee, or agent of Boone County Schools. To effectively perform his duties, Mr. Bowles, shall provide all necessary materials, 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 related to non-discrimination; workers’ compensation laws and state and federal wage and hour laws. Mr. Bowles’ engagement with Boone County Schools 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 Boone County Schools.

This agreement does not grant to Mr. Bowles any exclusive privileges or gifts.

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.

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Name of Consultant: Mr. Jerome S. Bowles, MA

Tax Identification Number 202652162

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Boone County Schools Authorized Representative

Signed and effective this 12th day of March 2020