
PROFESSIONAL CONSULTANT AGREEMENT

Agreement and authorization for professional service between the Purchaser:

Boone County Schools
8330 US Highway 42
Florence, KY 41042

and the Consultant:

Dr. Eric Jackson
1459 Arlington Drive
Florence, KY 41042
513-218-3944

Boone County Schools, hereinafter called the Purchaser, having periodic need for specialized curriculum inclusion and diversity expert services in support of Purchaser's Boone County Schools, desires to subcontract these services according to a scope of work defined in the attached Task Order to Dr. Eric Jackson, hereinafter called the Consultant.

THEREFORE, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES: Consultant shall furnish professional services to complete those specialized curriculum inclusion and diversity expert services as required by Purchaser in support of Purchaser's Client. Consultant shall perform work in accordance with instructions, schedules, budgets, and contractual terms and conditions provided to them by Purchaser and as specified in individual Task Orders to be issued by Purchaser.

The Task Order shall include a Scope of Work, Cost Budget, Payment Schedule and any other material, instructions, terms and conditions as may be appropriate.

Payment for services not included in the Scope of Work and this Contract will be permitted only when authorized in advance, in writing, by Purchaser.

All work will be performed using Consultant's best efforts to produce service products of the high professional standards.

Changes in the specific Task Order may be directed by Purchaser and provided to Consultant in writing. Changes resulting in either reduced or expanded work efforts and any resultant changes in the Cost Budget shall be agreed upon by both parties prior to initiating the change and prior to change in Payment Schedule.

SECTION 2. TERM OF AGREEMENT: This agreement is effective from the date of acceptance by both parties through November 30, 2021.

SECTION 3. COMPENSATION, METHOD OF PAYMENT & APPROVAL:

Compensation will be paid in twelve (12) installments (of approximately \$333.00) to the Consultant for each Task Order (Exhibit A). Consultant shall invoice Purchaser before the second Thursday of each month preceding payment installment as specified in the Task Order. Payment of services will occur on the last business day of each month. Supporting documentation, the nature of which will be described in the Task Order, shall accompany each invoice.

SECTION 4. RECORDS: Consultant acknowledges that all working papers, notes, and other evidence of progress of work are the property of Purchaser and/or Client and shall be delivered to Purchaser upon its request.

SECTION 5. PROFESSIONAL RESPONSIBILITIES: Consultant's services shall be performed in accordance with accepted standards of professional practice related to the nature and the location of the Work, and as applicable at the time the services are performed. Errors and omissions in the work of the Consultant shall be corrected by Consultant, without additional charge to Purchaser.

In the event the Consultant is unwilling or unable to perform any portion of the work required by this agreement or by subsequent issued Task Orders, or fails to deliver required services or products in a timely manner, it is agreed that Purchaser may complete such work with its own forces or employ others to do the work, and the costs thereof may be deducted from the compensations otherwise due the Consultant.

SECTION 6. TERMINATION: This Agreement may be terminated by either party upon thirty days written notice to the other party. If this Agreement is terminated for reasons other than the fault of the Consultant, Consultant shall be compensated for all services performed on any Task Order yet to be completed prior to the date of termination in accordance with Section 2.

SECTION 7. INDEPENDENT CONTRACTOR: Consultant is an independent contractor and not an agent or employee of Purchaser. Consultant is solely responsible for methods and means used in performing subcontracted services. Consultant is responsible for payment of all applicable employment taxes and insurance for its employees.

SECTION 8. ASSIGNMENT: Neither party shall assign, in whole or in part, its interest under this Agreement without prior written consent of the other party and specifically, Consultant shall not subcontract any portion of the services hereunder without Purchaser's consent.

SECTION 9. DISPUTES: This Agreement has been made in and shall be construed, interpreted, and enforced pursuant to the laws of the State of Kentucky. Both parties will attempt to resolve any disputes under this agreement by good faith discussion between the parties. If good faith discussions fail, the venue for any dispute arising out of this Agreement shall be Boone County, Kentucky.

SECTION 10. CONFIDENTIALITY: Consultant will not disclose or use any proprietary information of the Purchaser without prior written consent. Consultant will not publish or publicly disseminate information obtained in connection with this work without Purchaser's written consent.

SECTION 11. ENTIRE AGREEMENT: This Agreement sets forth the full and complete understanding of the parties as of the date first-above stated, and it supersedes any and all agreements and representations made or dated prior thereto. No verbal agreement or conversation with any representative consultant or employee of Purchaser, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations herein contained. No changes, alterations or modifications to this Agreement except through signed and accepted modifications shall be effective unless in writing and signed by authorized officers of the parties hereto.

SECTION 12. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 13. CONFLICTING PROVISIONS: In the event of any conflict between this contract document and any of the Exhibits hereto, the terms and provisions of this contract document shall control.

SECTION 14. WAIVER OF CONTRACT PROVISIONS: No failure by Purchaser to insist upon the strict performance of any covenant, provision, term or condition of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of or consent to any such covenant, provision, term or condition unless such waiver or consent is given by Purchaser in writing signed by an authorized officer of the Purchaser.

No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement except as expressly stipulated in such waiver.

SECTION 15. BINDING EFFECT: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, and personal representatives.

SECTION 16. NOTICES: All notices shall be in writing. Any notice required or permitted to be given or served upon either party pursuant hereto, shall be sufficiently given, served or made if personally delivered or if sent to such party by prepaid, registered or certified mail. The date of the mailing of notices via registered or certified mail shall be the effective date of any such notice.

SECTION 17. EXHIBITS: The following exhibits are attached hereto and made part hereof:

Exhibit A - Task Order

IN WITNESS WHEREOF, the parties have executed this Agreement

Boone County Schools

Eric R. Jackson, Ph. D/Ed D.

BY: _____

Eric R. Jackson

BY: Eric R. Jackson, Ph. D/Ed D.

DATE: _____

DATE: *11/24/2020*

EXHIBIT A
PROFESSIONAL CONSULTANT AGREEMENT
Task Order 01

This task order is issued under the Consultant Agreement between the Boone County Schools and Dr. Eric Jackson.

Project: Boone County Schools Curriculum Diversity, Equity, and Inclusion Initiative
Effective Date: 30 November 2020 to 30 November 2021
Description: Diversity, Equity, and Inclusion Expert Consultant

SCOPE OF WORK:

Boone County Schools has entered into a contract arrangement with Dr. Eric Jackson, Florence, Kentucky, to provide curriculum expert services on the Diversity, Equity, and Inclusion tasks and services. Dr. Eric Jackson will closely coordinate all project activities with the appropriate individual (s) and group (s) at the Boone County Schools.

Scope and budgetary modifications to Task Orders can be implemented by Amendment initiated and agreed upon by parties. These Amendments are subsequently incorporated as formal documents in the Task Order.

COST BUDGET:

NOT TO EXCEED FEE: \$4000.00

PAYMENT SCHEDULE:

Payment of services will occur on the second Thursday of each month. Supporting documentation, the nature of which will be described in the Task Order, shall accompany each invoice.

Purchaser: Boone County Schools

Consultant: Dr. Eric R. Jackson

By: _____

By: Eric R. Jackson

Title: School Board Chairperson

Title: Prof/Consultant

Date: 12/10/2020

Date: 11/24/2020