

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

September 20, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with Jerome Bowles for a Secondary Diversity Leadership Program

APPLICABLE BOARD POLICY:

Policy 8.141

HISTORY/BACKGROUND:

Our district has partnered with Jerome Bowles for several years to meet the diverse needs of our students. We are seeking to renew our Secondary Diversity Leadership Program. Mr. Bowles coordinates with our middle and high schools to meet with students each month to help develop leadership skills through a wide range of topics. The students chosen for the program are from the Non Duplicated Gap Groups.

FISCAL/BUDGETARY IMPACT:

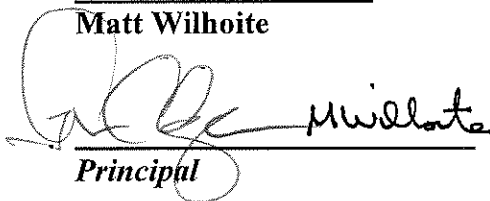
Not to exceed \$22,500

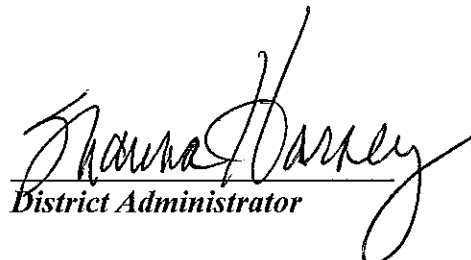
RECOMMENDATION:

Approval of contract for the Secondary Diversity Leadership Program

CONTACT PERSON:

Matt Wilhoite


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

Kenton County School District

Agreement for Services Between the Kenton County Board of Education and Jerome Bowles

The following agreement is between the Kenton County Board of Education referred to as KCBE and Jerome Bowles hereafter referred to as Mr. Bowles. This agreement sets out their respective responsibilities for the provision of consultation services related to Implementing a Secondary Diversity Leadership Program.

KCBE agrees:

- I. To compensate Mr. Bowles in the amount \$150.00 for each hour of services or consultation provided in the Kenton County school District. Said hours shall not exceed fourteen (14) hours per month. The total amount of compensation shall not exceed the amount of \$22,500 for the school year.
- II. To compensate Mr. Bowles in the ordinary course of KCBE's bill paying.
- III. To provide ongoing coordination with the Student Services Department and secondary schools for work scope.

Mr. Bowles agrees:

- I. To coordinate with the Student Engagement Coordinator and point of contact at each secondary school (grades 6-12) for the organization and implementation of a Diversity Leadership Program.
- II. To seek input from schools throughout the program duration to meet the needs of individual schools.
- III. That participants for the program will be chosen by the individual schools based on Non Duplicated Gap Group students from the state assessment.

- IV. To develop a set schedule at each school with a consistent time of day and day of the week for the program.
- V. To the fullest extent permitted by law, to defend, indemnify, or hold harmless KCBE, employees of KCBE, representatives of KCBE and agents of KCBE from and against any and all cost and all liability arising from any suit, action, 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 on limitations of liability.

The Parties agree:

- I. Nothing in this contract shall create a multiple fiscal year obligation.
- II. This agreement may not be assigned to any person or entity without the prior written approval of the Parties.
- III. Both Parties have the right to terminate this agreement with or without cause upon thirty (30) days prior written notice.
- IV. The Parties shall in no event construe to be partners, joint ventures, or associates of the other in the conduct of each Party's business.
- V. Mr. Bowles shall at times be, and regarded, as an independent contractor, and is in no manner an employees, servant, or agent of KCBE.
- VI. Mr. Bowles shall provide all necessary materials to effectively perform his duties, except as otherwise delineated elsewhere in this contract.
- VII. 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 nondiscrimination, worker's compensation laws, and state and federal wage and hour laws.

- VIII. Mr. Bowles' engagement with KCBE is limited solely to the functions described herein.
- IX. In the event of any dispute respecting or arising out of the interpretation or execution of this agreement, such dispute shall be decided in accordance with the laws and regulations of Kentucky, applicable federal laws, and the policies of KCBE.
- X. This agreement does not grant Mr. Bowles any exclusive privileges or gifts.
- XI. KCBE may contract with other providers for the procurement of comparable services.
- XII. KCBE makes no commitment for any minimum or maximum amount of services except as set forth in this agreement.
- XIII. 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 Parties in accordance with agreement terms.
- XIV. The enforcement of this agreement and all rights and actions relating to such enforcement shall be strictly reserved to the Parties herein. Nothing contained this agreement shall give or allow any claim or right to action whatsoever by any third party or anyone who is not a Party to this agreement.
- XV. 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.

XVI. Mr. Bowles will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc. as required by the Kenton County School District for outside providers working with students in the Kenton County School District. (KRS 160.151)

Jerome S. Bowles

Jerome Bowles, Consultant

Tax identification number:

20-2652142

Signed and effective this 19 day of September, 2018,

KCBE Authorize Representative

Signed and effective this ____ day of _____, 2018.