

## Erlanger/Elsmere Independent Schools

### Agreement for consultation services between Erlanger/Elsmere Independent Schools and Jerome Bowles

This agreement is between Erlanger/Elsmere Independent Schools and Jerome Bowles, hereafter referred to as Mr. Bowles, and sets out their respective responsibilities for the provision of consultation services related to systemic parent involvement and student and family outreach.

I. Erlanger/Elsmere Independent Schools agrees:

To compensate Mr. Bowles \$150 (one hundred and fifty dollars) for each (1) hour of service/consultation provided in Erlanger/Elsmere Independent Schools, not to exceed \$48,000 for the school year. Mr. Bowles will conduct a Diversity Leadership Groups at Lloyd Memorial High School and Tichenor Middle School. Mr. Bowles will meet twice weekly for one half hour at each school with the Diversity Leadership Group. In addition, there is one half hour of meeting preparation time twice a week at each school to prepare for the lesson taught. The Diversity Leadership Group should not include Critical Race Theory. The Diversity Leadership Groups will focus on a Celebration of American Diversity. The total work not to exceed \$48,000 combined at both schools for the 2021-2022 school year.

To compensate Mr. Bowles in the ordinary course of Erlanger/Elsmere Independent Schools bill paying.

To provide ongoing coordination with Erlanger/Elsmere Independent Schools and direction for the work scope.

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

II. Mr. Bowles agrees:

To consult monthly with our Superintendent or Representatives.

Diversity recruitment for certified and administrative positions.

Help organize student conference, teacher conference, Dr. King Lunch, etc.

Diversity training for leaders and staff.

When requested, help handle administrative issues with employees.

To assist with the creation and facilitation of a Diversity Leadership Groups at the middle and high school. **Meetings include 1/2 hour of preparation four times per week** (Two For High School and Two for Middle School Each Week) **and four 1/2 hour of meetings twice** (Two at High School Each Week and Two at Middle School Each Week) **a week with students on the following dates** during the 2021-2022 school year: Sept. 7, Sept. 9, Sept. 14, Sept. 16, Sept. 21, Sept. 23, Sept. 28, Sept. 30, Oct. 5, Oct. 7, Oct. 12, Oct. 14, Oct. 19, Oct. 21, Oct. 26, Oct. 28, Oct. 30, Nov. 2, Nov. 4, Nov. 9, Nov. 11, Nov. 16, Nov. 18, Nov. 23,

Nov. 25, Nov. 30, Dec. 2, Dec. 7, Dec. 9, Dec. 14, Dec. 16, Jan. 4, Jan. 6, Jan. 11, Jan. 13, Jan. 18, Jan. 20, Jan. 25, Jan. 27, Feb. 1, Feb. 3, Feb. 8, Feb. 10, Feb. 15, Feb. 17, Feb. 22, Feb. 24, Mar. 1, Mar. 3, Mar. 8, Mar. 10, Mar. 15, Mar. 17, Mar. 22, Mar. 24, Mar. 29, Mar. 30, Apr. 12, Apr. 14, Apr. 19, Apr. 21, Apr. 26, Apr. 28, May 3, and May 5, May 10, May 12, May 17, May 19, May 24, May 26, May 31

June 2022- Lesson Plan Development for Fall 2022

July 2022 Lesson Plan Development for Fall 2022

August 2022 Lesson Plan Development for Fall 2022

To assist with the design and facilitation of Diversity Events.

To provide Diversity mentoring or recruitment for Erlanger/Elsmere Independent Schools.

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

To trainings focusing on inclusion, excellence, cultural competency and culturally.

To the fullest extent permitted by law, to defend, indemnify and hold harmless Erlanger/Elsmere Independent 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 fees, costs and expenses incurred by Erlanger/Elsmere Independent 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.

III. 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 or without cause upon thirty (30) days prior written notice.

The Parties shall in no event construed to partners, joint ventures or associates of the other in the conduct of each Party's business.

Mr. Bowles shall at times be, and regarded, as independent contractors, and are in no manner employees, servants, or agents of Erlanger/Elsmere Independent Schools. Mr. Bowles shall provide all necessary materials to effectively perform his duties, 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 Erlanger/Elsmere Independent Schools is limited solely to the functions described herein.

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 law, and the policies of Erlanger/Elsmere Independent 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 representatives or understandings and discussions of the Parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded by this agreement.

Name of Consultant: Mr. Jerome Bowles, MA

Tax Identification Number: 202652162

Erlanger/Elsmere Independent Schools Representative: Mr. Chad D. Molley, Superintendent

Signed and Effective this date: \_\_\_\_\_

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Name of Consultant: Mr. Jerome Bowles, MA

Tax Identification Number: 202652162

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Erlanger/Elsmere Independent Schools Authorized Representative: Mr. Chad D. Molley, Superintendent

Signed and Effective this 30th day of June, 2021