

MEMORANDUM OF AGREEMENT
BETWEEN THE BOONE COUNTY SCHOOL DISTRICT AND
TRISTAN N. VAUGHT CONSULTING, LLC.

This Memorandum of Agreement (“MOA”) is entered into as of 8/31/2021 and is between the Boone County School District (“District”) and Tristan N. Vaught Consulting, LLC. (“Partner”). The purpose of this MOA is to define the responsibilities of the Parties to this MOA.

- **TERM**

- This MOA is effective on 8/31/2021 and shall be in effect for one academic year, until 6/30/2022.
- This MOA may be terminated by either Party with thirty (30) days prior written notice.
- In the event that this MOA is terminated with 30 days notice, client care will continue to be a priority.

- **PARTNER OVERVIEW**

- Tristan N. Vaught Consulting, LLC is a for profit sole proprietorship dedicated to supporting marginalized youth and their families by providing education, resources, advocacy, and support while fostering confidence and acceptance through education and various systems of support.
- Partner is the lead equity, inclusion, and belonging partner for Boone County School District. In this role, Partner shall work with Boone County School District and its partners to achieve the shared goals and shall specifically promote and advocate for equity, inclusion, belonging, and safe spaces for youth, staff, and families of Boone County School District through focused facilitations and consultations.

- **OPERATIONS AND SERVICES**

- **Services Description**

- Partner agrees to provide equity, inclusion, and belonging facilitations, extended policy review and creation, equity, inclusion, and belonging strategic planning in accordance with the needs of the Boone County School District and the Tristan N. Vaught Consulting, LLC fees schedule.
- Partner agrees to provide consultation services including but not limited to: school policy (i.e. bathrooms, anti-discrimination, Title IX accordance), preventative measures against discrimination, curriculum infusion, classroom management, and suggested actions for specific scenarios or concerns. Consultations regarding strategic equity, inclusion, and belonging initiatives, GSA establishment, or extensive diversity planning on behalf of the partner will result in additional fees to further be agreed upon by both parties. This work shall not exceed \$10,000 between educational workshops for faculty and staff, strategic planning, and acting as a equity, inclusion, and belonging lead consultant

- **Service Focus**

- Partner’s services will focus on aiding Boone County School District to establish a safer and more inclusive environment for all students, staff, and families.
- Services are provided on site at the school or through virtual mechanisms that include but are not limited to Zoom, FaceTime, BlackBoard Canvas, etc. All services shall be coordinated with the School Administration, Resource Coordinator or other person designated to coordinate resources and partner teams at the School.

- **Staffing**

- Partner shall exclusively assign owner and operator, Tristan N. Vaught, MA, as facilitator and consultant for the specific outlined needs of Boone County School District.
- Should Tristan be unavailable or concurrent sessions/workshops/trainings are needed, a prior discussion and agreement by both the District and Partner on a suitable contract facilitator who has been trained and certified by the partner to facilitate the workshop and/or training

- **Cost Reimbursement and Billing Structure**

- Billing will be determined by services provided and fees outlined on the Partner's fee schedule.

- **Partner shall:**

- Align with Boone County School District's overall shared goals. Partner shall work together with partners at Boone County School District to achieve these goals and outcomes.
- Follow all Board policies as well as all other applicable policies. It is the Partner's responsibility to monitor its compliance with policies. Partner shall take special notice and care for the following policies:
 - The Partner and its personnel shall obtain criminal background checks as required by Kentucky Law..
- Abide by the Partner Guidelines. The Partner acknowledges and agrees that it has received and read, Partner Guidelines.

- **INFORMATION SHARING AND CONFIDENTIALITY**

- Parties acknowledge and agree that records relative to students, maintained by them respectively, are confidential pursuant to Kentucky Law.
- Partner acknowledges that the District is subject to the requirements under the Federal Educational Right and Privacy Act (FERPA)1974.

- **MISCELLANEOUS**

- **Indemnification**

The Parties acknowledge that the District does not agree to indemnify the Partner. Partner agrees to indemnify and hold District harmless and Partner shall be responsible for any liability, claims, loss, damage or expenses, including, without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this contract or its failure to comply with the terms of this contract.

- **Choice of Law and Venue**

This MOA shall be interpreted, enforced, and governed according to the laws of the State of Kentucky. Both District and Partner submit to the jurisdiction of the state and federal courts of Boone County, Kentucky for any action or proceeding regarding this MOA.

- **Severance**

If any portion of the MOA is invalid or inoperative under the applicable governing laws, the remaining portions shall be given full force and effect.

- **Modification**

This MOA may only be modified by a written agreement signed by District and the Partner.

Boone County School District

Tristan N. Vaught Consulting, LLC

Date:

Date: