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## Consulting Agreement

THIS AGREEMENT (the “agreement”), is entered into on this date \_\_\_\_\_, 20\_\_\_\_ by and between:

**Fostering Healthy Solutions, LLC.** (hereby known as the “Consultant”), and;

**Williamson County Schools (WCS)**, (hereby known as the (“client”);

**WHEREAS**, WCS is engaged in the business of ADVISORY CONSULTANT SERVICES; and

**WHEREAS**, WCS wishes to engage the Consultant as an independent contractor for WCS for the purpose of providing the professional services set forth in Exhibit A attached hereto and made a part hereof (the “Services”) on the terms and conditions set forth below; and

**WHEREAS**, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants made by the parties hereto, the Parties agree as follows:

### THE SERVICES

The Consultant agrees that it shall render services to the Client on matters pertaining to Advisory Consulting Services as outlined in Exhibit A herein.

### COMPENSATION

The Client shall provide payment to the Consultant monthly and paid upon receipt of invoice, beginning the next month of the commencement of this Agreement:

- (a) Terms and Conditions. WCS shall pay the Consultant in accordance with the terms and conditions set forth in Exhibit A.
- (b) Timing of Payment. Payments shall be made to the Consultant within thirty (30) days of WCS's receipt of the Consultant's invoice (supported by reasonable documentation) for all Services performed in accordance with Exhibit A.
- (c) No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Consultant under any of the following circumstances:
  - A. if prohibited under applicable government law, regulation, or policy;
  - B. if the Consultant did not directly perform or complete the mutually agreed upon Services described in Exhibit A;
- (d) No Other Compensation. The compensation set out above shall be the Consultant's sole compensation under this Agreement.
- (e) Expenses. Additional expenses incurred by the Consultant in the performance of this Agreement deemed necessary and agreed upon by both parties will be invoiced and the responsibility of the client.
- (f) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. WCS shall have no obligation to pay or withhold any sums for such taxes. Request for taxpayer in Exhibit B attached.

## **TERM**

This Agreement shall commence immediately after signing by both parties and shall continue monthly through the fiscal school year-end, identified by WCS, unless otherwise terminated by the Consultant or Client or by mutual agreement of the parties herein. This Agreement is renewable as identified herein for all Services performed in accordance with Exhibit A without penalty.

## **TERMINATION**

In the event that the Client desires to terminate the Services of the Consultant hereunder, the Client shall submit a letter to the Consultant no less than thirty (30) days prior to the desired date of termination. All monies receivable by the Consultant shall immediately be due and demandable.

In the event that a law or regulation is passed, the operation or implementation of which would result in the non-execution of the obligation of any parties to this Contract, shall automatically result to expiration and be deemed terminated upon the date of its occurrence.

## **INTELLECTUAL PROPERTY**

The Parties acknowledge that the Client shall hold all rights proprietary in any work product resulting from the Consulting Services including, but not limited to, copyrights and patents. The Consultant agrees not to claim any such ownership in any intangible property created insofar as to the services provided for the Client at any time prior to or after the completion and delivery of work to the said Client.

## **CONFIDENTIALITY**

The Consultant agrees to refrain from disclosing to any third party any details regarding the Client's business, including any information regarding any of the Client's stakeholders and vendors.

The terms and conditions contained in this Contract shall constitute confidential information, and the recipient of the confidential information undertakes and agrees to keep confidential the information by applying the same care that it would employ with respect to its own confidential information. The Consultant shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party.

The foregoing notwithstanding, in the event that the recipient of the confidential information is legally compelled or required by any governmental body, court, or competent authority to disclose any such confidential information; it shall promptly notify the other party so that the latter may be able to seek a protective order or avail itself of other appropriate remedies and/or waive compliance with the provisions hereof. The provisions of this section shall survive the termination of this Contract by all means.

## **NO CONFLICT OF INTEREST; OTHER ACTIVITIES**

The Consultant hereby warrants to WCS that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Consultant is free to engage in other independent contracting activities; provided, however, the Consultant shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for WCS pursuant to this Agreement.

## NON SOLICITATION

The Consultant shall not, directly or indirectly, do any acts or attempt to perform any acts of recruitment, solicitation, or indictment to any of WCS's employees, or contractors to work for another company.

## MODIFICATIONS

No amendment, change, or modification of this Agreement shall be valid unless fully executed in writing and duly signed by both Parties hereto.

## FORCE MAJEURE

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

## GOVERNING LAW

This Agreement shall be governed by the laws of the state of Tennessee. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**IN WITNESS WHEREOF**, each of the Parties has executed this Consulting Agreement, and all of the requirements contained in Exhibit A, both Parties by its duly authorized officer, as of the day and year set forth as of the date first above written.

**COMPANY**

WILLIAMSON COUNTY SCHOOLS

Signature:

Name:

Title:

**CONSULTANT**

FOSTERING HEALTHY SOLUTIONS, LLC.

Signature:

Name:

Title:

## EXHIBIT A

### SCOPE, OBJECTIVES, AND COMPENSATION

#### Project Scope

*Note: This is an initial contract binding through July 2021 and renewable in accordance with the fiscal year set forth by WCS. Fees identified are two-fold based on the separation of school terms, however, without a break in services. School year 2020-2021 is identified as term complete in July 2021. School year 2021-2022 is identified as a full year contract renewal and will be provided as a separate contract.*

Consulting services with the following deliverables:

- Attend regularly scheduled monthly meetings focused on healthy solutions to diversity challenges.
- Provide feedback consistent with the mission and vision of WCS, core values of Fostering Healthy Solutions, and data driven approach for diversity, equity, and inclusion practices.
- On-demand consulting for WCS and its Board.

#### Project Objective

Provide professional assistance in developing a cultural strategic plan, diversity expertise in education and training, policy review and update, advisory committee facilitation. Assess, facilitate, educate, train, and monitor processes established within the scope of services. Inform executive roles with key information in diversity and inclusion practices. Provide recommendations consistent with the mission and vision of this project.

#### Compensation

- Rate: \$55,000 Inclusive
- Invoiced monthly

#### Included services

- Getting to know WCS
- Consultations and established benchmarks for success
- Designing your customized solutions identified.
- Implementing and executing solutions and managing change.

Exhibit B

Please find a completed W-9 as a separate document attached to this contract.