

AGREEMENT BETWEEN Tennessee Board of Regents AND Sheila Trice Bell

This Agreement is made this 13th day of January, 2009, by and between the Tennessee Board of Regents, hereinafter referred to as the "Institution", and Sheila Trice Bell, hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

The Contractor is an attorney and will be providing legal assistance and advice related to the human capital aspects of budget reductions. The contractor will:

1. Review budget, policy, and legal documents from the TBR related to human capital aspects of budget reductions
2. Develop written documents for TBR guidance and use, including documents related to downsizing principles, downsizing options and tools in higher education, checklist for human resource management communication, and reductions in force
3. Assist with the development and conduct of a system workshop to be held twice on January 21 and 22, 2009
4. Provide legal review as requested of specific institutional personnel reduction plans

B. The Institution agrees to compensate the Contractor as follows:

1. The contractor's hourly rate will be \$200 per hour. Services of Bell and Trice Enterprises, Inc will be \$190 per hour.
2. Payments shall be made upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement. In no event shall the liability of the Institution under this contract exceed \$40,000.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

If the Contractor is an individual, the Contractor warrants that within the past six months he/she has not been and during the term of this contract will not become an employee of the State of Tennessee.

2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related

regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that their respective applicants are employed and that their respective employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to their respective employees and applicants for employment.

3. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Attachment I.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

4. The Contractor, being an independent contractor and not an employee of this Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this agreement.
5. The term of this contract shall be from January 12, 2009 to June 30, 2009.
6. This Agreement may be terminated by either party by giving written notice to the other, at least 10 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
 - a. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the institution for damages sustained by virtue of any breach of this Agreement by the Contractor.
7. This Agreement may be modified only by written amendment executed by all parties hereto.
8. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of the Contractor, insofar as they

relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.

- a. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Tennessee Board of Regents, as appropriate.
 - b. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.
9. The Contractor shall submit to the Institution monthly progress reports if requested by the Institution.
 10. This Agreement shall not be binding upon the parties until it is approved by the Chancellor of the Tennessee Board of Regents or his designee.
 11. Payment to the Contractor for travel, meals or lodging shall be in the amount of actual cost or per diem, subject to maximum amounts and limitations specified in the Tennessee Board of Regents policies, as they may be from time to time amended.
 12. To the extent that legal services are provided, they are done pursuant to delegation under T.C.A. § 8-6-106, and will be separately billed.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

Sheila Trice Bell	Tennessee Board of Regents
BY: <u>Sheila Trice Bell</u>	BY: <u>Charles W. Mamey, Jr.</u>
TITLE: <u>Attorney at Law</u>	TITLE: <u>Chancellor</u>
DATE: <u>January 13, 2009</u>	DATE: <u>1/21/09</u>