

TOTAL EDUCATION SOLUTIONS

CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is entered into this 27th day of August, (the "Effective Date") by and between Total Education Solutions ("TES") and Norton City Schools, with reference to the following facts:

A. TES engages in the business of provision of program and management services to for-profit and non-profit social service agencies.

B. TES will provide special education services, one on one assistant and therapeutic services as well as direct services per student as requested.

In consideration of the promises and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. COMMENCEMENT DATE AND TERM

This agreement shall commence on September 28, 2015 and continue until June 7, 2016 unless sooner terminated as provided in Section 5 below.

2. SCOPE OF SERVICES

TES agrees to provide consulting services with respect to the Project. Such services shall include all of the services and functions set forth on Exhibit "A" (Services). All Services shall be performed by TES and at the expense of Norton City Schools, except as otherwise agreed in writing in advance by TES and Barberton City Schools, and without such prior written approval, school district shall bear all such costs and expenses.

(a) TES represents and warrants that staff meet the qualifications of the Ohio Department of Education as well as OT/PT Board, ASHA, Ohio Psychology Board and Ohio Department of Education.

b) TES expressly acknowledges and agrees that any documents or materials developed by or on behalf of school district and in the course of fulfilling TES's obligations hereunder the terms of this Agreement shall remain the property of TES and may not be used by the school district for any purpose other than fulfilling TES's Obligations under this Agreement. Upon the earlier of cessation of work for TES or expiration of termination for any reason of this Agreement, shall promptly return to TES all materials prepared by Consultant in the course of providing the Services in Contractor's actual or constructive possession and/or those materials which relate to the Project.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration for the Services, Norton City Schools agrees to compensate TES in the amount and manner set forth on Exhibit "B" (Compensation for Services).

4. INSURANCE

Both parties (School District and TES) shall maintain throughout the term hereof, and all renewals and extensions hereof:

(a) General liability insurance covering all activities of TES in performance of Consultant's obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate.

(b) Worker's compensation insurance will be covered through TES.

5. TERMINATION

Either party may terminate this Agreement without cause, at any time, upon not less than thirty (30) days prior written notice.

6. INDEMNIFICATION

Each party (each, an "Indemnitor") agrees to indemnify, defend and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of any acts, errors or omissions hereunder the Indemnitor, its employees or agents during the term of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and School District as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8. CONFIDENTIALITY AND SOLICITATION

School District acknowledges that TES's independent contractors and employees are valuable and unique assets of TES's business, with special knowledge of TES's professional and trade secrets and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the (a) non-public preferences and policies, methods of and skills in negotiating and making decisions, and particular professional and personal strengths, weakness and needs of TES and each of its employees and other agents, (b) the identity of and nonpublic preferences and policies of clients of TES, and (c) the terms of any contracts or agreements between Company and third parties. In light of these facts, Consultant agrees that during the term of this Agreement or at any time within twenty four (24) months after termination of this Agreement (or extensions or renewals thereof, whether or not amended or modified in any way), neither Consultant, nor any employee, independent contractor, partner or other agent of Consultant will:

a) Approach, suggest, intimate or otherwise initiate, directly or indirectly, any contact with any employee of TES regarding the possibility of employment or any other affiliation with School District;

b) Induce or attempt to induce any assigned client of TES to curtail or cancel its business with Company, or approach, suggest intimate or otherwise initiate directly or indirectly any contact with any assigned client of TES regarding the possibility of performing, directly or indirectly, services for such assigned client which are similar to the services provided by TES; or

c) Directly or indirectly disclose any Company Information to any third party, except to the extent necessary to fulfill Consultant's obligations under this Agreement during the term of this Agreement.

9. MISCELLANEOUS

a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.

b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between

the parties with respect to the subject matter hereof.

c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. School District's services may not be delegated by Consultant without the express prior written consent of TES, provided that Consultant may, at Consultant's sole expense, employ or retain the services of such other person(s) and/or entity(ies) to aid or assist Consultant in the proper performance of Consultant's duties under this Agreement. As used in this Agreement, the term "Consultant" shall also include any and all such person(s) employed, engaged and/or retained by Consultant, as applicable.

d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.

e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by electronic facsimile; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
61 N. Cleve- Mass Rd.
Fairlawn, Ohio 44333
Attention: Tawnia Novak
Telephone: (330) 668 4041

If to Client:
Norton City Schools
4128 S. Cleve-Mass Rd.
Norton Ohio 44203

g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

h) Amendment. This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.

i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

j) Survivability. The provisions of paragraphs 2(b), 2(c), 6, 7, 8, and 9 shall survive termination of this Agreement.

k) Attorneys' Fees. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

l) Further Assurances. The parties shall take such actions and execute and deliver such

further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement and the intentions of the parties hereto.

TOTAL EDUCATION SOLUTIONS, INC.,
a California corporation

By: _____
Tawnia R. Novak

Norton City School District

By: _____
Printed Name: _____
Title: _____
Social Security No.: _____

Exhibit "A"

TES to provide, special education services, one on one aide and therapeutic/related services in accordance with the requirements of ODE and the student's IEP.

Exhibit "B"

Compensation for Services

\$65,000 fee , for special education services, one on one aide, parent meetings, data collection, IEP writing and progress reporting and related services. Consultant must provide all materials and equipment necessary to perform such services.

(i) TES shall keep contemporaneous records of the time spent providing Services.

(ii) Within ten (10) business days of the last day of each month during the term of this Agreement, Consultant shall submit invoice for Services, accompanied by true and complete copies of the time records (including billing hour summaries) required by (i) above. Each invoice so delivered shall be due and payable in full to TES within thirty (30) calendar days, subject to paragraph (iii) below.

(iii) If TES has a bona fide, good faith dispute with respect to whether a particular Service identified in an invoice delivered by Consultant hereunder was actually provided in accordance with the terms of this Agreement, TES shall give written notice to school district describing such dispute in reasonable detail, within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and school district shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice. If such dispute cannot be resolved within such thirty (30) day period, TES shall have cause to terminate this Agreement on not less than ten (10) business days' notice.

(iv) TES needs to follow procedures outlined in the ODE..