

TOTAL EDUCATION SOLUTIONS

CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is entered into this 1st 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 August 24, 2016 and continue until June 7, 2017 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

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 each district placed child with TES, for special education services, one on one aide, parent meetings, data collection, IEP writing and progress reporting and related services. **BCBA services may be an additional fee at the request of TES team the rate of \$95 per hour**, with approval from Norton Special Director. 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..