



CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is entered into this June 1, 2020 (the “Effective Date”) by and between Total Education Solutions (“TES”) and Norton City School District, 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, 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 June 1, 2020 and continue until June 1, 2021 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 Exhibits “A” and “C” (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 Norton 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 and the Ohio Psychology Board.

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 School District agrees to compensate TES in the amount and manner set forth on Exhibits “B” and “D” (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.

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: _____

Exhibit "A"

TES to provide supervision, special education services, related services in accordance with the requirements of ODE.

Exhibit "B"

Compensation for Services
ESY Services Summer 2020

ESY 2020 fee per student: \$10,815.00. This includes special education services, one on one aide, parent meetings, data collection, IEP writing, progress reporting and related services. ESY is 7 week program, 6 hours a day, 4 days a week. Consultant must provide all materials and equipment necessary to perform such services if required by IEP team. In addition, BCBA services may be utilized at \$95 per hour, not to exceed \$2565.00 per student.

Compensation for Services
SY 2020-2021 TES ACADEMY Services

SY 2020-2021 fee per student: \$69,660. This includes special education services, one on one aide, parent meetings, data collection, IEP writing, progress reporting and related services. Consultant must provide all materials and equipment necessary to perform such services. In addition, BCBA services may be utilized at \$95 per hour, not to exceed \$4,750.00 per student without written permission from district.

(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..

ORTON-GILLINGHAM

Exhibit "C"

Consultant to provide special education services, professional development/teacher training, supervision and related services in accordance with the requirements of ODE, ALTA, IMSLEC and IDA.

The Client hereby engages the Provider to make available training in all Nationally Accredited Structured Literacy Foundations-Orton-Gillingham trainings encompassing the following:

- 1) Initial Level Certification to __employees
- 2) Advanced-Supervisor-Trainer Level Certification to __ employees
- 3) 5-day/30 hours Structured Literacy Workshop
- 4) Literacy Coaching
- 5) Professional Development/Workshops
- 6) Student/Group Orton-Gillingham Language Therapy Services

in Multisensory Structured Language Instruction (Orton-Gillingham methodology) of the Client's School District in exchange for the payment of services rendered per employee. Class participants will go through the Provider's application process. All class/seminar dates will be scheduled by district and Provider.

Scope and Manner of Services Provided

The Provider will adhere to the following criteria involving the scope and sequence of training involving the Client's employees:

Lectures:

1. The Trainee will adhere to the training course syllabus, including attending all lectures (ILT) and (AST), successfully completing all homework, book reports, quizzes and final exam.

Practicum:

2. For certification training, the Trainee must complete a Practicum that includes supervised and guided practice of the program. Time is spent in direct instruction with children who present with the characteristics of dyslexia/SLD.

3A. The Initial Level training (ILT) practicum will consist of a minimum of 100 fifty-minute lessons distributed over a minimum of 1 year, maximum of 3 years.

3B. The Advanced-Supervisor-Trainer (AST) practicum will consist of 600 fifty-minute lessons distributed over a minimum of 3 years, maximum of 5 years.

The practicum may be extended if, in the judgment of the Director/Instructor(s) and Supervisor(s), the Initial Level Trainee or the Advanced-Supervisor-Trainer has not demonstrated mastery at the end of 100 hours or 600 hours of practicum.

Class participant will teach two children one-on-one, twice a week for fifty-minute lessons. Plan practicum model consists of students taught in the district.

i. Provider reserves the right to preview the student's ETR, IEPs and any outside testing to assure appropriate students are selected for the practicum.

ii. Class participant shall seek district and Building Principle support to arrange for release time during the school day. If not, they will teach before or after school hours for the 50 minute 1 x 1 practicum lessons.

iii. Lessons consist of instruction in specified content based on course curriculum.

iv. Lesson plans are written for each lesson and copies of lessons with student work are kept on file for district training, with additional lesson copy submitted to supervisor. Lesson binders are maintained and checked quarterly for distance practicum training.

v. Ancillary activities such as writing lesson plans, scoring tests, preparing activities and meeting with supervisors may not be counted toward the 100 ILT hours or the 600 AST hours.

Exhibit “D”

Compensation of Services Rendered

Advanced-Supervisor	Initial Level		
Trainer Level	Time Frame	Training Course	
Presentations	45 hours seminar	45 hours seminar	
Course Fee	\$3000 per trainee	\$3000 annually/per trainee	
Coursework	Included in course fee	Included in course fee	
Quizzes, Exam	Included in course fee	Included in course fee	
Reading Summaries	Included in course fee	Included in course fee	
Lesson Plans/assessments	Included in course fee	Included in course fee	
Time Frame	1 year – 3 years	3-5 year cycle	
<u>Practicum Training</u>	100 lesson teaching hours required	600 lesson teaching hours required	May need additional hours (10-50) depending on trainee performance
Lesson Supervisions Billed monthly based on trainee schedule	\$125 per 1 hr. lesson with written and oral feedback Minimum of 7 lessons required	\$125 per 1 hr. lesson with written and oral feedback Minimum of 5 lessons required annually	

Consultation	\$95 per hour Unlimited Based on trainee performance and need	\$95 per hour Course supervision included in training fee
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Materials

Structured Literacy Card Deck
\$20.00

List given of required and supplemental materials	Responsibility of the Client	Responsibility of the Client
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1. The Client will be assessed \$3000.00 per employee/trainee participating in the ILT or AST program. This fee will be required regardless of the degree of participation by the Client's employees in the training program. These fees are due no later than 7 days prior to the training's commencement.

2. In exchange for the practicum observations and consultations, fees will be billed monthly. The supervision schedule is variable, therefore, contract service dates can range from 1-3 school year terms.

1. The purchase of approved training/resource materials worth approximately \$300.00 will be the responsibility of the Client. A list of approved class materials will be provided. The Class participants should have all materials prior to first scheduled seminar date.

5 day/30 hours Structured Literacy Workshop	\$975.00 per trainee
Literacy Coaching	Negotiable based on needs
Professional Development/Workshops	\$250.00 per hour
Orton-Gillingham Language Therapy	\$75.00 per hour

Additional Considerations

This contract shall be governed by the laws of the County of Summit in the State of Ohio and any applicable Federal laws further govern this contract.