

## TOTAL EDUCATION SOLUTIONS

### CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is entered into this 9th day of May, (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 ESY special education services; therapeutic and behavioral 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 May 9, 2016 and continue until August 15, 2016 unless sooner terminated as provided in Section 5 below. May 9<sup>th</sup> 2016 will begin behavioral services, June 13, 2016 will begin the ESY services for 8 weeks.

#### 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 Barberton 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.

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  
Telephone: (330) 825 0863

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.

Exhibit "A"

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