



Consulting Services Agreement

This agreement dated June 20, 2014, is made by and Between Brecksville-Broadview Heights City School District (Board), whose address is 6638 Mill Road, Brecksville, OH, 44141 AND Support 4 Teachers & Families, Inc. (S4T&F), PO Box 161098, Rocky River, OH 44116.

1. Consultation Services: The Board hereby employs S4T&F to perform the following services in accordance with the terms and conditions set forth in this agreement:
2. Terms of Agreement: This agreement shall commence on September 1, 2014 and end on May 31, 2015. Either party may cancel this agreement on thirty (30) day notice to the other party in writing, by certified mail or personal delivery.
3. Support 4 Teachers & Families, Inc. shall provide 20 days over nine months throughout the school year (approximately 2 days per month with 2 additional floating days per school year) of the following Services: classroom observation and teacher support, individual student functional behavior assessments, behavior intervention plan development and implementation support, attendance at IEP meetings as requested, home visits as requested, staff development training, workshops and individual consultation.
4. Due Process preparation and expert testimony is NOT an included Service. Should the Board require such services, it is understood these will be performed at a rate of \$375 per hour.
5. Should the need for additional services not specified in Section 3 of this Agreement arise, the parties will enter into a separate agreement outlining the scope of those services and the related charges.
6. S4T&F will assign the same consultant(s) to provide services under this Agreement as appropriate to the needed services and the specific skills and strengths of the consultant(s). However, a substitute consultant may be selected in the event the assigned consultant(s) are not available. In the event of absence of the assigned consultant, S4T&F will make a good faith effort within their means to make up the service time.



7. The Board agrees to provide such information as is available to the Board and reasonably required by S4T&F to perform the Services provided for by this Agreement. S4T&F will hold that information received from the Board in confidence and shall not use any confidential information other than for the purpose of the provisions of its Services pursuant to this Agreement.
8. S4T&F shall provide progress logs, if requested, to keep the Board informed regarding the provision of Services pursuant to this Agreement. S4T&F shall maintain records and accounts that are deemed necessary. These records will be made available upon demand by the Board or its agents.
9. The status of S4T&F under this Agreement is that of an independent contractor of the Board and not that of a sub-recipient of federal funds. As an independent contractor, S4T&F has no authority to bind the Board or act as a representative of the Board. S4T&F is solely responsible for all matters relating to its employees, including, but not limited to, compensation, benefits, compliance with social security, FICA, tax withholding, workers' compensation, and all other local, state and federal taxes as well as other regulations governing such employment matters.
10. Both parties maintain such professional and general liability insurance as is customary for the type and scope of services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.
11. S4T&F warrants that every person providing services pursuant to this Agreement has successfully completed a BCI & FBI criminal background check within the last 12 months before rendering services. If requested, evidence of successful completion of those background checks will be provided.
12. In the event that any dispute arises under this Agreement the parties will seek to resolve the dispute as expeditiously as possible.
13. S4T&F expends a great deal of time and resources recruiting and training its employees to assure a high degree of competency and the Board agrees that, during the term of this Agreement and for two years thereafter, it will not solicit or hire S4T&F employees. The Board agrees that a breach of this provision will directly cause substantial damage to S4T&F, which damages cannot be ascertained with reasonable certainty. Accordingly, upon any



breach of this provision, the Board agrees to pay S4T&F as liquidated damages and not as a penalty a sum equal to (2) times the annual gross compensation for such employee the Board hires during the Restricted Period.

14. All documents and materials created, made or originated by S4T&F, including those in electronic form, shall be the sole and exclusive property of S4T&F and are for use solely with respect to services provided by S4T&F pursuant to this Agreement. Upon execution of this Agreement, S4T&F grant to the Board a nonexclusive license to reproduce and/or use S4T&F documents and materials solely for the purpose in connection with this Agreement. Upon termination of this Agreement, the Board is permitted to use S4T&F documents & materials with the provision that materials are clearly marked as copyrighted by S4T&F.
15. The Board agrees, to the extent permitted by law, to indemnify, defend and hold harmless S4T&F from and against any and all liability, claim, demand, expenses, costs (including legal fees), cases of action of any nature whatsoever for loss, personal and bodily injury, death, damage or destruction of property, which may result from or arise out of performance of this Agreement. S4T&F reserves the right to use counsel of its own choosing and its own expense, with regard to any such claim for which indemnification and defense is sought. This obligation shall survive the term of the Agreement.
16. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio
17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
18. This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.
19. The parties agree to comply with all laws, rules and regulations as they may be amended from time to time applicable to this Agreement
20. S4T&F is not responsible for damages or delays in performance caused by acts of God, accidents, or other events beyond the control of S4T&F.



21. No delay or omission by S4T&F to exercise any right provided in the Agreement shall be construed as a waiver of that right. S4T&F reserves the right to exercise its rights from time to time, as often, and as many times as may be deemed expedient.
22. Compensation for Services: The Board agrees to pay S4T&F for the Services defined in Section 3 as follows: \$21, 600 annually. S4T&F will invoice \$2,400.00 monthly for nine (9) months, September 2014 through May 2015. Any additional services needed outside the scope of this contract will be billed at the S4T&F hourly rate.
23. The Board agrees to pay S4T&F within fifteen (15) days of receipt of the monthly invoice. A late fee of 1.5%, or the maximum allowed by law, whichever is less, will be charged for late payments.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the date indicated below.

Sandra Curran
President
Support 4 Teachers & Families, Inc.

Date _____

Brecksville-Broadview Heights
City School District
Print Name _____

Title _____

Date _____