

**AGREEMENT FOR CONSULTATION AND SUPPORT
SERVICES FROM POSITIVE EDUCATION PROGRAM**

This AGREEMENT is entered into this 3rd day of May 2016 by the Positive Education Program, a not-for-profit corporation (PEP) and the **Brecksville/Broadview Heights City Schools (BOARD)**.

WHEREAS, PEP offers consultation and support services through its PEP Assist program;

WHEREAS, the BOARD desires to contract with PEP for its consultation services.

NOW, THEREFORE, the parties agree as follows:

1. PEP agrees to provide consultation and support services of a Consultant, during the time that students are in attendance during the regular school calendar year and other days of consultation prior to and/or after the student school year as agreed upon by the parties. The days of consultation will be scheduled in consideration of a time that is convenient to the Board, or its employees and agents.
2. The consultation and support services will consist of classroom observation, consultation to staff, functional behavioral assessment and behavior intervention implementation and teacher workshops during the regular school day. These services will be provided for 70 days commencing August 16, 2016, and ending June 2, 2017. Consultant must meet the criminal background check standards applicable to applicants for employment as set forth in R.C. 3319.39.
3. The BOARD agrees to pay PEP the amount of \$55,620 for these services, which is the maximum amount to be billed under this Agreement. Payments will be

made in full or equal quarterly installments of \$13,905.00 due September 2016, November 2016, January 2017, and March 2017. *A purchase order for the amount of this Agreement will be issued by the BOARD and attached to this Agreement indicating preferred payment schedule (full or quarterly payments).*

4. The parties agree that should the Consultant not be able to complete his/her duties for the BOARD, that PEP, with approval of the BOARD, or its employees or agents, can assign another Consultant, with similar qualifications and experience, to perform the duties.
5. The parties acknowledge that in addition to the consultation, that the following services may be requested at the rates and on the basis specified herein:
 - a. Half-day or day-long workshop or in-service training for BOARD's staff or other designated individuals.
 - b. The Consultant's attendance at meetings between the district and parents shall be included as a support service provided by this contract at no additional charge.
 - c. Additional consultant days may be requested at the discounted rate of \$742/day.
 - d. Should the Consultant be unable to attend a scheduled consultation, meeting, or workshop, because of illness, the consultation, meeting or workshop will be rescheduled at a mutually agreeable time of the BOARD and Consultant.
6. PEP and the BOARD's designee shall meet in May 2017 to discuss needs and services for the next fiscal year.
7. Review meetings shall be conducted including PEP Assist staff and BOARD representatives at the BOARD designee's request.

8. This Agreement may be amended by mutual agreement of the parties by written amendment.
9. This Agreement may be terminated by either party, with 30 days written notice.
10. This Agreement constitutes the entire agreement between the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement shall supercede all previous communications, representations or agreements, whether verbal or written, between the parties or their representatives.

WHEREFORE, the parties have entered into this Agreement on the date set forth above.

POSITIVE EDUCATION PROGRAM

Brecksville/Broadview Heights
BOARD OF EDUCATION



Shadi Roman, Ph.D.
COO, Positive Education Program

Superintendent (or Designee)