

This Agreement shall be deemed accepted upon the return to Ervin Educational Consulting of a copy of this Agreement signed and dated by the Client, or by the Client using any services listed within Section I of the preceding proposal.

1. **Services; Pricing.** Subject to the terms and conditions of this Agreement, Ervin Educational Consulting shall provide the services described in the proposal attached hereto (the "Proposal"), in the option designated by Client immediately below Client's signature to this Agreement (the "Services") at the applicable prices set forth in the Proposal. Client and EEC shall agree upon any additional charges in a separate agreement or as an amendment to this Agreement.
2. **Expenses.** Client shall pay for all expenses, as detailed in the contract.
3. **Payment Terms.** The Client assumes the responsibility for prompt payment of all fees. Payment is due upon completion of services and is considered past-due thirty (30) business days from performance of services. If Client has any valid reason for disputing any portion of an invoice, Client will so notify EEC within ten (10) business days of completion of services, and if no such notification is given, the invoice will be deemed valid. The portion of EEC's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. A finance charge of 1.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any costs incurred in collection of delinquent accounts shall be paid by Client.
4. **Indemnifications; Limitation of Liability.** Nothing herein shall be construed to create any liability or responsibility of EEC for any act or omission of Client, its current or former directors, officers, agents and employees or any party acting as fiscal agent or advisor for Client. Client shall indemnify, defend and hold harmless EEC from any and all claims, charges, demands, damages, loss, liability, cost and expense (including reasonable attorneys' fees) arising out of or resulting from (i) acts or omissions of any current or former director, officer, agent, or employee of Client or any party acting as fiscal agent or advisor for Client and (ii) claims caused by the negligence or willful misconduct of Client or its agents and employees and from all Claims arising from or relating to actions taken by EEC at the direction of Client, its governing board, or any of its officers or employees, at any time before, during or after commencement of this Agreement. The provisions of this paragraph shall survive any termination of this Agreement.

IN NO EVENT SHALL SE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF SE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SE BE LIABLE FOR ACTUAL DAMAGES OR LOSSES IN EXCESS OF THE FULL AMOUNT PAID BY CLIENT TO SE FOR THE APPLICABLE SERVICES.

5. **Independent Contractor Status.** Nothing in the Proposal or this Agreement is intended or shall be construed to create an employment relationship or a partnership between SE and Client. Client reserves the right to contract for similar services (and

other school support services) with other individuals, schools, non-profits, and businesses.

6. **Force Majeure.** SE will not be deemed to be in default of or to have breached any provision of the Proposal or this Agreement because of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, interruptions of transportation, laws, regulations, acts or orders of any government or agency, other catastrophes, inability to obtain material or any other occurrence beyond SE's reasonable control.
7. **Intellectual Property.** The ownership of copyright for any written documentation created exclusively for Client as part of the Services shall vest in SE and Client.
8. **Amendment.** No modification or amendment of the Proposal or this Agreement shall be binding unless it is in writing and signed by the party against whom enforcement is sought.
9. **Assignment.** Neither party may assign this Agreement without the express written consent of the other party.
10. **Complete Agreement.** The Proposal and this Agreement are the complete and exclusive agreement and understanding between the parties concerning the subject matter of hereof. The terms of this Agreement shall govern if there is a conflict between the Proposal and this Agreement.

This proposal may contain information that is privileged, proprietary and confidential. It is intended solely for the individual or entity designated above. If you are not the intended recipient, you should understand that any distribution, copying, or use of the information contained in this transmission by anyone other than the intended recipient is unauthorized and strictly prohibited. If you have received this proposal in error, please immediately notify the sender and destroy all copies which you may possess.

ESTIMATE

Ervin Educational Consulting
110 Jones Street
Dayton, OH 45410

support@ervineducationalconsulting.com
+1 (888) 261-2331
www.behavioralleadership.com



Michelle Heitmann

Bill to

Michelle Heitmann
Community Project Manager, Campbell County
School District
1000 W. Eighth St.
Gillette, WY 82717

Ship to

Michelle Heitmann
Community Project Manager, Campbell County
School District
1000 W. Eighth St.
Gillette, WY 82717

Estimate details

Estimate no.: 1367
Estimate date: 02/21/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Consulting Three-Day Behavioral Leadership Staff Training on July 31st-August 2nd, 2024 with Scott Ervin and Jedd Hafer		1	\$16,000.00	\$16,000.00
2.		Travel Associated travel estimate for two consultants--not to exceed \$3,000		1	\$3,000.00	\$3,000.00
					Total	\$19,000.00

Note to customer

Please sign below
to acknowledge receipt and review
of the agreement and terms and conditions. Actual travel costs will
be reflected on invoice.