



Coshocton ELA Coaching

coshoctoncityschools.com

Kaitlyn Ashbrook

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Programming

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Reference: 20201207-161605353

Prepared: December 7, 2020

Expires: March 7, 2021

Prepared by: Lindie Johnson

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Products & Services

Item & Description	Quantity	Unit Price	Total
ELA Coaching 45 days-225 hours of direct coaching support	45	\$1,000.00	\$45,000.00

Subtotals

One-time subtotal	\$45,000.00
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Total \$45,000.00

Purchase Terms

Term: The work is to be completed between December 1, 2020 and June 30, 2021.

Payment: Sessions will be invoiced monthly after the work occurs. Compensation will be payable to the Consultant within 30 days after completion of work. All payments shall be made out to Novak Educational Consulting.

Force Majeure: In the event either party is unable to perform its obligations under the terms of this Agreement because of earthquake, flood, extraordinary weather conditions, acts of god, war, strike, fire, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming party, and such party has exerted all reasonable efforts to avoid or remedy such force majeure, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected party or parties are able to perform substantially that party's duties.

Non-solicitation. During the term of this agreement, and for a period of one (1) year immediately thereafter, you agree not to directly solicit or hire any employee or independent contractor of the Company with whom you became acquainted during the term of this agreement. Any future work you would like to complete with the employee or independent contractor of the Company shall be arranged through the Company.

Intellectual Property Ownership: We may share with you presentations, slides, documents and other instruments created by the Consultant (hereinafter, the "Work Product") to assist you with your work. The Consultant retains all rights and interest to any and all intellectual property created by the Consultant and you agree not reproduce, make derivatives of, sell or share the Work Product with any third party without prior written content from the Consultant. Any recordings of virtual sessions are not to be shared with third parties or posted online for public viewing without prior written content.

Terminating the Contract: Either the Client or the Consultant may terminate this contract with 30 days' advance written notice. There are no fees associated with events canceled outside of the 30-day notification period. If events are canceled within the 30-day period, you will only be charged non-refundable travel expenses and for planning and preparation work completed as of the date canceled at the rate of \$150/hr. If the event is rescheduled, the fee for planning does not apply and client will only pay any change fees for travel.

Entire Agreement: The terms and provisions contained herein shall constitute the entire agreement between the parties with respect to the services to be provided by Consultant for Client. Any changes to this Agreement must be in writing and signed by both parties.

Signature



Signature

1/14/2021
Date: *Contingent on board approval.*



Printed name

Questions? Contact me



Lindie Johnson