

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT is made as of August 12, 2020, by and between Elanie S. Cronin(the “Consultant”) and Imagine School at Broward(the “Company”).

WHEREAS, the Company desires to engage the services of Consultant and Consultant desires to make its services available to the Company.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. ESTABLISHMENT OF RELATIONSHIP.

The Company hereby appoints the Consultant, and the Consultant accepts such appointment, to serve as Consultant to the Company, subject to all of the terms and conditions set forth herein. The Consultant shall fulfill all of the duties and responsibilities set forth herein utilizing his/her best effort and in a manner which meets the highest professional standards and shall at all times act in the best interests of the Company. The Consultant warrants that it is able to provide all of the duties and services required hereunder without the consent of any other person or entity.

2. RELATIONSHIP OF PARTIES.

(a) The relationship of the Company and the Consultant shall be, at all times, that of independent contractor(s). Neither party shall be or hold itself out as the employee, agent, officer, director, or representative of the other. The Consultant shall have no authority to bind the Company or represent that the Consultant has the power to do so except to the extent expressly set forth herein or as authorized in writing, from time to time, by the designated authorized representative of the Company.

(b) In conducting business, the daily rate shall include all reasonable travel and related expenses incident to the services to be provided hereunder.

(b) Except as otherwise provided herein, in conducting business, the Consultant shall pay all expenses incident to its business and comply with all applicable federal, state and local tax, licensing, insurance and other laws. The Consultant is not an employee of the Company and shall not be treated as an employee for any purposes, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal

Unemployment Tax Act, state unemployment insurance provisions, worker's compensation programs, civil service programs or eligibility or federal or state income tax withholding. The Consultant shall be responsible for payment of federal self-employment and income taxes. The Company shall have no obligation to make any payments or provide any benefit or services to any person or entity acting on behalf of or employed by the Consultant and all such payments, benefits and services shall remain the sole obligation and responsibility of the Consultant.

- (c) In this initial 2 day agreement, the consultant retains proprietary right to trainings (materials and intellectual property) created by the consultant with the exception of trainings created specifically for the company/school.

3. **WORK PRODUCT/CONFIDENTIAL INFORMATION/CONFLICT OF INTEREST/ETHICS.**

(a) From time to time in the performance of the duties required hereunder the Consultant may learn or discover Confidential Information belonging to the Company. The Consultant shall use such Confidential Information (as defined below) solely for the purposes of fulfilling the obligations imposed under this Agreement. The Consultant shall not directly or indirectly during the term of this Agreement or any period thereafter disclose, use or make known, directly or indirectly to any third party or person any Confidential Information belonging to the Company absent the prior written consent of the Company to such disclosure or use. For purposes of this Agreement the term "Confidential Information" shall include, but not be limited to, all trade secrets, concepts, designs, processes, business plans, financial information, information not generally known in the industry and any other information whose nature is secret, confidential and/or proprietary.

(b) From time to time in the performance of the duties required hereunder the Company may learn or discover Confidential Information belonging to the Consultant. The Company shall use such Confidential Information (as defined below) solely for the purposes of fulfilling the obligations imposed under this Agreement. The Company shall not directly or indirectly during the term of this Agreement or any period thereafter disclose, use or make known, directly or indirectly to any third party or person any Confidential Information belonging to the Consultant absent the prior written consent of the Consultant to such disclosure or use.

For purposes of this Agreement the term "Confidential Information" shall include, but not be limited to, all trade secrets, concepts, designs, processes, business plans, financial information, information not generally known in the industry and any other information whose nature is secret, confidential and/or proprietary.

(c) The Consultant represents and warrants that all Work Product created, developed or otherwise produced pursuant to this Agreement shall be accurate and shall be fully usable for the purpose for which it is designed. The Consultant warrants that any use by the Company of such Work Product shall not infringe upon the rights of any third parties, including without limitation, rights under applicable copyright, libel, or invasion of privacy or contain any material which is obscene or otherwise unlawful.

(d) It is the Consultant's responsibility to comply fully with State of Florida ethics rules and to inform the Company of any concerns.

The Consultant shall not engage any other client where advising them would present a direct conflict with the Company's interests.

4. TERM OF AGREEMENT.

The term of this Agreement shall be as set forth on Exhibit A, which is attached to and made a part of this Agreement, unless this Agreement is terminated by either party as provided below. The term of this Agreement may be extended by the parties by mutual written agreement or as otherwise provided in Exhibit A.

5. DESCRIPTION OF SERVICES.

The Consultant shall perform the services set out on Exhibit B, which is attached to and made part of this Agreement.

6. COMPENSATION TERMS.

The compensation to be paid to the Consultant pursuant to this Agreement (the "Compensation") shall be in the amount and shall be paid in accordance with the terms set out on Exhibit C, which is attached to and made a part of this Agreement. The Consultant shall not receive nor shall the Company provide any payments, benefits or other services except as specifically provided in this Agreement.

7. BILLING.

The Consultant is to invoice the Company for the fee for services under this Agreement.

8. TERMINATION.

The Company or the Consultant may terminate the Agreement for any reason by giving thirty (30) days written notice to the other party. If terminated by the Company other than for breach of contract by the Consultant or because the final product is not to the satisfaction of the Company, the Company shall pay the Consultant the reasonable value of the work performed by the Consultant to the date of such termination. The Consultant shall immediately return all documents, copies or other tangible forms of expression which contain or reflect Confidential Information.

9. MISCELLANEOUS.

(a) All questions with respect to the construction of this Agreement and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of Florida, without giving effect to the principles of conflicts of law therein.

(b) This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(c) Neither party to this Agreement shall have the right to assign this Agreement without the prior written consent of the other party.

(d) Notice or other communications given under this Agreement shall be deemed effective if given in writing and delivered in person or mailed by registered or certified mail, return receipt requested, postage prepaid, first class, addressed to the following addresses:

If to the Consultant, to:

Name

Elaine S. Cronin, LCSW

**711 N. 73rd Avenue
Hollywood, FL 33024**

If to the Company, to:

**Imagine School at Broward
South FL Region
9001 Westview Drive, Coral Springs, FL 33067**

Attn:Debra Rahn

The designation of the person to be so notified or the address of such person for the purposes of such notice may be changed from time to time by similar notice in writing.

(e) This Agreement and its exhibits contain the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, between them other than as set forth in this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each surviving provision shall be valid and enforced to the fullest extent permitted by law.

(f) Time is of the essence in the performance of all obligations of the Consultant set forth in this Agreement.

(g) Notwithstanding any provision in this Agreement to the contrary, neither the Company nor any member of the Company shall have any liability of any nature whatsoever under this Agreement and the Consultant shall look solely to assets held by and in the name of the Company for the satisfaction of any remedies of the Consultant in the event of a breach by the Company of any of its obligations hereunder. The Company will obtain an endorsement to its existing professional liability policy to include coverage for the Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Elaine S. Cronin, LCSW

Date

Debra Rahn
IMAGINE SCHOOL AT BROWARD

Date

EXHIBIT A

TERM

The term of this agreement shall be in effect during the School year 2020 /2021.

EXHIBIT B
SERVICES

Elaine S. Cronin will provide professional development training and support activity regarding classroom management, school wide culture and teaching and learning strategies on a contract basis. Subsequent activities may include if determined, observation, sharing of strategies, enhancement of the original training as well as modalities to be determined as needs are identified.

EXHIBIT C

COMPENSATION

The Consultant shall be compensated at a rate equal to **\$30 No/100 Dollars** (\$30.00) per hour for the (enter length of contract).