

CONSULTING CONTRACT

Agreement made and entered into this 13 day of December, 2012,  
by and between Big Stone City School District #25-1, of  
(Name of School)  
655 Walnut Street, Big Stone City, SD,  
(Address) (City) (State)  
57216, and Ruth Fodness,  
(Zip Code) (Name)  
109 N. 6<sup>th</sup> Ave, Castlewood,  
(Address) (City)  
South Dakota, 57223, 605-520-4035 (the Consultant).  
(State) (Zip Code) (Phone Number)

The ---School District hereby enters into this Agreement for Consultant services to plan and assist with development of the district’s Response to Intervention program implementation as a requirement of the South Dakota “Focus/Priority” school requirement.

1. The Consultant’s services under this Agreement shall commence on October 23, 2012 and end on June 30, 2012, unless sooner terminated pursuant to the terms hereof.
2. The contract will include one day for SDLEAP Training at \$200.00 and five days at \$600.00. The District will make payment for services upon receiving an invoice for specified services
3. Ruth Fodness, consultant and the ---School agree to implement confidentiality practices. Disclosure of any information from the school will follow the Family Education Rights and Privacy Act (FERPA) and is prohibited except upon written consent of the parent or guardian.
4. The District agrees to hold harmless and indemnify the Consultant from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the performance of services by the District hereunder. This section does not require the District to be responsible for or defend against claims or damages arising solely from acts omissions of the provider, it officers or employees.
5. The parties acknowledge that the terms of this agreement constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. This Agreement may be amended only by written agreement and executed by each of the parties hereto. The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota.

In Witness Whereof, the parties signify their agreement effective the date   13   of  
  December  , 2012 written by the signatures affixed below.

SCHOOL DISTRICT

CONSULTANT

BY: \_\_\_\_\_  
      (NAME)

BY: \_\_\_\_\_  
      (NAME)

\_\_\_\_\_  
      (TITLE)

\_\_\_\_\_  
      (TITLE)

\_\_\_\_\_  
      (Date)

\_\_\_\_\_  
      (Date)