

## EDUCATIONAL CONSULTING SERVICES CONTRACT

This agreement is made effective as of \_\_\_\_\_ between Victoria Eames Dodge, Educational Consultant and the responsible party (ies) named below, for services to be rendered by Consultant for the benefit of:

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Student

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Responsible Party

Relationship to Student(s)

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Responsible Party

Relationship to Student(s)

In consideration of the Consultant providing the services for the benefit of the Student(s) named above, Consultant and the Responsible Party (ies) agree as follows:

1. Consultant is engaged to render the educational consulting services (the “Services”) described on Schedule A (Services Schedule) attached to this Agreement which is incorporated into, and is a part of, this Agreement.
2. The Responsible Party (ies) agree to pay the applicable cost and fee for the Services, as described on Schedule B (Fees Schedule). If there is more than one Responsible Party who signs this Agreement, each agrees that he or she is jointly and severally responsible for payment of the cost and fees owing to Consultant under this Agreement.
3. Consultant will act in good faith to effect a placement or other desired result as set forth in the description of the Services Consultant has been engaged to render for the benefit of the Student(s) as described on Schedule A.
4. Consultant and Responsible Party (ies) agree that no representation or guarantee is being given by Consultant that the Services will result in a placement or that if a placement is effected, that Student(s) will succeed in any such placement. Responsible Party (ies) understand and agree that cost and fees are payable in full, whether or not a placement or other desired result is accomplished, and even if Consultant is instructed by the Responsible Party (ies) to terminate efforts on behalf of the Student(s) after commencement of the process, or if Student(s) do not attend, withdraws, or is dismissed for any reason from the school or program for which placement has been effected.
5. Responsible Party (ies) understand and agree that the effectiveness of the Consultant’s efforts is directly related to Consultant being provided complete and accurate social, emotional and educational records of each Student. Responsible Party(ies) agree to provide Consultant with all information pertinent to the Student(s)’ educational and emotional history, and that these will be

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timely divulged to Consultant in order to assure the greatest likelihood that Consultant will achieve an appropriate result under this Agreement. Responsible Party(ies) understand and agree that failure to comply with this requirement may compromise Consultant's efforts at securing an appropriate placement and may occasion additional time spent by Consultant, and that Consultant may charge, and Responsible Party(ies) will pay additional fees (at Consultant's then current hourly rates), for such additional time. In addition, Consultant may terminate this agreement immediately, and in such case, all fees specified in Schedule A (plus such additional amounts as described in the preceding sentence) will be payable in full immediately.

6. This Agreement shall be signed, Schedule A completed and the retainer/minimum paid in full at the time Consultant commences to provide Services hereunder, unless this requirement is specifically waived by Consultant in writing.
7. Interest on overdue account balance is payable at a rate of 1.5% per month, or the highest rate allowed by law, if less than 1.5% per month. If Consultant is required to engage legal counsel or other representation in connection with any dispute arising out of this Agreement to the Services to be performed hereunder, or for purposes of collecting any delinquent account balance hereunder, Responsible Party(ies) agree to reimburse Consultant for all fees and related costs and expenses incurred by Consultant in connection therewith (including attorney fees).
8. Consultant is hereby granted permission to share with colleagues, other professionals and educational/special needs entities any information in Consultant's possession concerning the Student(s) or the Services being performed hereunder when in Consultant's sole discretion Consultant deems such disclosure to be appropriate and in keeping with professional standards.
9. The Responsible Party(ies) acknowledge that they have read the statement of fees and services attached hereto as Schedule A and that they understand the nature of the Services to be rendered and the fees to be charged by Consultant of those Services. They further agree that they have had the opportunity to discuss any questions or concerns that they may have with the Consultant or any other person whom they desire to confer with prior to signing this Agreement.

## VICTORIA EAMES DODGE, EDUCATIONAL CONSULTANT

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

### Responsible Party(ies)

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

## SCHEDULE A

### EDUCATIONAL CONSULTING SERVICES CONTRACT

#### Services

Student(s): \_\_\_\_\_

Responsible Party(ies): \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_

1. The paragraph next to the checked box designates the Services to be rendered by Consultant for this engagement:

A. School Search (independent and public school, day and boarding traditional and therapeutic, summer program or camp - kindergarten through post-secondary). This Service includes the following:

- conference(s) with the Student(s) and the Responsible Party(ies) (or other designated persons), and if appropriate, school officials;
- assessment of school records, including evaluation of standardized testing, psychological tests and reports;
- referrals to psychiatrists, psychologists, neurologists, educational diagnosticians, physicians, transportation sources;
- investigation of schools for potential placement;
- arranging of interviews, visits, applications;
- communications with admissions officers, school counselors or any other professionals, as required; and

Consultant will provide the services described above for one year from the effective date of the Agreement, inclusive, for the stated fee. Any services provided by Consultant after such one year period shall be rendered by Consultant at then current hourly rates, unless a new written Agreement has been entered into between the Parties which provides otherwise. Consultant's current hourly rates (as in effect as of the date of this agreement is set forth on the attached Fee Schedule. Such hourly rates may be changed by Consultant at any time and will be effective as of the time notice of such change has been provided to the Responsible Party (ies).

See attached Fee Schedule, which is part of this contract.

B. One Time Consultation. This Service includes the following:

- conference(s) with the Student(s) and the Responsible Party(ies) (or other designated persons), and if appropriate, school officials;

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- assessment of school records, including evaluation of standardized testing, psychological tests and reports; and
- recommendation for possible placement in a limited number of programs.

No follow-up consultations are included in this Service unless requested by the Responsible Party(ies). Any follow-up consultations will be charged at Consultant's then-current hourly rate based on actual time spent by Consultant in such consultations.

See attached Fee Schedule, which is part of this contract.

- C. General Educational Consulting

See attached Fee Schedule, which is part of this contract.

- D. Other

See attached Fee Schedule, which is part of this contract.

2. For all Services, the retainer is a minimum fee and is due prior to commencement of Consultant's work on behalf of the Student(s). Subsequent charges, if any, will be billed as they occur, and the balance due is payable in full upon receipt of invoices.
3. When fees are payable based on Consultant's hourly rates, the time spent on telephone calls and in conferences with Student(s), Responsible Party (ies) and others is billable based on time spent.
4. In the event Consultant is asked or required to travel beyond a 50 mile radius of the Canterbury, NH office as part of Services to be rendered hereunder, Consultant shall be paid separately and in addition to the fees stated on Schedule B, for time spent away from allotted radius based on hours expended (including time spent in transit), which shall be paid to Consultant at then current hourly rates. In addition, all out-of-pocket travel costs and expenses (such as airline tickets, meals and hotels) which are incurred by Consultant in connection with the Services shall be reimbursed by Responsible Party(ies), to Consultant. Responsible Party(ies) shall pay such amounts in advance if so requested by Consultant.

**SCHEDULE B  
EDUCATIONAL CONSULTING SERVICES CONTRACT  
Fee Schedule for Independent School Planning**

Fees payable for Services described on Schedule A are the following:

- 1) No Charge: Initial Consultation with Parent or Parents (1 hour)  
Sharing of background information about the student  
Explanation of services and fee structure
  
- 2) Completion of Registration Form and Parental Permission Form.  
\$3,500 – Traditional Boarding School Search  
\$4,000 - Search with SSAT Preparation (Additional placements within one year - \$1,250)  
\$4,000 – Special Needs Placements (Learning Differences & Attention Issues)  
(Additional Placements within one year - \$1,500)

(If a family changes their mind after the search is completed and does not enroll their child there is no refund. If that family returns wishing to enroll their child for the next school year there is a renewal fee of half of the original placement fee).

\$4,500 – Therapeutic Placement – Wilderness Program or  
Therapeutic Boarding School

Payment is due in full upon receipt of billing and not at time of actual school placement.  
Payment arrangements are available upon request.

Retainer Includes:

- 1) Meetings with parents and students
- 2) Review and evaluation of all testing and school reports
- 3) Interviewing teachers and other professional references
- 4) Preliminary calls to potential schools with requests for information.
- 5) Presentation of school list to parents and student
- 6) Assistance with planning of school visits
- 7) Assistance with management of school application process
- 8) Interviewing help for students
- 9) SSAT preparation – practice test and five tutorials
- 10) On-going consultation as needed
- 11) Monitoring of student progress for one year

**Additional Services:**

Miscellaneous consulting services - \$100/hr

SSAT Prep: Diagnostic test, materials and 5 prep classes - \$550

Parent requested visits to programs or to visit students outside of Bermuda: Travel Expenses and \$100/hr

*Payment is due upon billing, following initial consultation and signing of a contract.*