



CONSULTING SERVICES AGREEMENT

This agreement made and entered into April 2017 2016 by and between the **MT. DIABLO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the District is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

ECS will provide the following services:

Academic Attendance Recovery Coordinated (AARC) Program:

- Coordinate with district departments to implement the AARC Program.
- Provide AARC Program information, including CDE reference information.
- Support the District in developing program branding and marketing strategies.
- Meet with sites to onboard the AARC Program.
- Assist in developing curriculum ideas for the elementary and secondary grade levels.
- Identify & notify eligible students.
- Prepare parent/student notification letters.
- Prepare an attendance list of students who will be attending AARC.
- Provide supervision for each AARC session.
- Assist in distributing AARC teacher applications.
- Assist with the AARC school teacher assignments.
- Communicate regularly with school site administrator in charge of AARC sessions and assist with the ongoing coordination of the program
- Provide regularly district administration with student attendance and expenditure data
- Update attendance records
- Provide expense sheets after each AARC session

1. **Performance Period:** This Agreement shall commence on April 2017 2016 and shall continue in full force and effect until June 30, 2019. The agreement will renew for an additional three years unless the district provides a 30 day termination notice (section 6). Either party may terminate the agreement by providing a 30 day written notice.
2. **Provision of Information:** The District will prepare and furnish to ECS upon request information and documentation that is necessary to the performance of this Agreement which information shall not be unreasonably withheld.



3. **Program Implementation fee:** The District shall pay ECS a one-time implementation fee of \$56,750 to onboard the AARC program in the district. The implementation fee will include any/all district school site implementations. The District may choose to divide the implementation fee into two installment payments: \$3,750 for the implementation of one model site (College Park High School) and the remaining \$53,000 on or before July 15, 2017 for the remaining sites. The district, at their discretion, may decide the amount of school sites it wants to onboard throughout the school year.
4. **Recovery Payment:** The District shall pay ECS \$8.00 per student per session for each student that has a recoverable absence and attends the Academic Attendance Recovery Coordinated Program (AARC). For the purposes of payment herein attendance shall be determined at the time roll is taken at each session. ECS shall invoice the District for each session completed.
5. **Continuing Professional Development Training:** In year three of said contract, ECS shall provide a comprehensive & centralized training session focused on AARC Program training, followed by a site by site planning meeting. The district shall pay ECS a flat \$14,220 each year for Continuing Professional Development Training session services which will cover all participating school sites. ECS shall invoice the district at the beginning of each fiscal year, starting July 1, 2018.
6. **Termination for Convenience:** The District or ECS may terminate this Agreement with a written thirty-day (30) notification from the Superintendent or designee. ECS shall be compensated for work completed up to the date of the receipt of the notice of termination or the date of actual termination, whichever is later.
7. **Extra Work:** If ECS is requested to perform additional services or services outside the scope of the AARC program, ECS will charge the following hourly rate for services outside of the AARC Program:

Principal	\$150.00 per hour
Senior Management Consultant	\$125.00 per hour
Management Consultant	\$100.00 per hour
Senior Clerk	\$ 40.00 per hour
Clerk	\$ 20.00 per hour

8. **Indemnity:** ECS agrees to and shall hold harmless and indemnify the District, its agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever arising out of the services provided by ECS herein except as to those claims, demands, losses, damage and/or expense caused by the negligence and/or actions of those parties not under the direct supervision of ECS and/or its agents and employees.
9. **Severability:** In the event any portion of this Agreement is declared by a court of competent jurisdiction to be illegal or void, then such portion of this Agreement shall be deemed struck and the balance of this Agreement shall remain in force and effect as if the struck portion was never there.



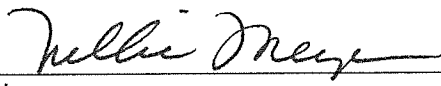
- 10. **Assignment:** This Agreement is not assignable without written consent of the parties hereto which consent shall not be unreasonably withheld.
- 11. **Withdrawal of Contract:** If this Agreement is not signed and returned within 10 days from receipt, at its option, ECS may rescind the subcontract offer.
- 12. **Legal:** ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation. Should it be necessary for ECS to bring legal action of any type to enforce its rights under this Agreement then the prevailing party in such action shall be entitled to its reasonable attorney fees and costs incurred therein.
- 13. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties hereto and supersedes any prior proposals, understandings, correspondence or agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Mt. Diablo Unified School District

Signature
Federal ID Number 33-088505



Signature

EdLink, Inc. Authorized Servicer/Licensee

Signature
