



3625 Grimshaw Way
Elk Grove, CA 95758
(916) 365-7444

Agreement for Consulting Services

This Agreement ("Agreement"), made this 1 day of July, 2014, by and between Westlake Charter Schools (Hereinafter referred to as "Client") and, CARE Educational Services, LLC, a duly qualified consultant in the area(s) of Special Education, Intervention, and RtI (Hereinafter referred to as "Consultant").

Client and Consultant hereby agree as follows:

1. Scope of Services:
Consultant agrees to provide services to Client as set forth in **Attachment A**.
2. Contract Documents:
The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.
3. Compensation:
As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment B**.
4. Term of Agreement:
The term of this Contract shall be July 1, 2014 to June 30, 2015 inclusive, subject to the provisions of Section 8 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Client

Consultant

s/_____

s/_____

Name: Steve Korvink
Title: Chief Business Officer
Address: 3800 Del Paso Rd.
Sacramento, CA 95834

Name Jaclyn C. Moreno
Title Chief Executive Officer
Address 3625 Grimshaw Way
Elk Grove, CA 95758



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GENERAL PROVISIONS

1. **Consultant's Warranty:** Client has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Client shall not operate as a waiver or release.
2. **License and Authority:** The Consultant will maintain all necessary licenses during the term of this agreement. Evidence or copies of all necessary licenses shall be provided upon request of Client. Each officer, official, employee, volunteer or agent of Consultant shall be appropriately licensed and the Consultant shall be responsible for assuring said licensing.
3. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, insurance, bonus or similar benefits Client provides its employees.
4. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed.
5. **Nondiscrimination:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. **Indemnification:**
 - a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend Client and each of its, officers, officials, employees, volunteers and agents from and against all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by Consultant, the Client, or any other person, and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its



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employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the Consultant or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of Consultant.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend Client, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage incurred by Client, the Consultant, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by Client, the Consultant, or any other person, to the proportionate extent that it arises out of, or in connection with, the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend Client, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
- d.) Client hereby acknowledges that Consultant bears no control over whether or not Client implements any of the services, actions or advice of Consultant contemplated by this contract. Client hereby further acknowledges that Consultant bears no control over how, or in what manner Client will or will not implement any of the services, actions or advice of Consultant, unless this contract specifically contemplates Consultant directly controlling the manner of such implementation. Therefore Client shall indemnify, hold harmless and defend Consultant and each of its, officers, officials, employees, volunteers and agents from and against all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by Consultant, the Client, or any other person, and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of Client's implementation or lack of implementation of the services, actions or advice of Consultant, regardless of the manner in which Client decides to proceed with such implementation, or lack thereof, or from the active or passive negligence of the Client or any of its employees or agents in such implementation. The Client's obligations under the preceding sentences shall apply regardless of whether the Client or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of



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Consultant or from any service(s) provided by Consultant pursuant to this contract which are contemplated to be under the direct control of Consultant.

7. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:
- (a) Required Not Required
Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California.
 - (b) Required Not Required
Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - (c) Required Not Required
Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - (d) Required Not Required
Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - (e) Documentation: The following documentation shall be submitted to Client:
 - (1) Properly executed certificates of insurance clearly evidencing all coverage's and limits. The certificates shall be submitted prior to commencement of services under this Agreement.
 - (2) Signed copies of the specified endorsements for each policy.
 - (3) Upon Client's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (45) days of Client's request.
 - (f) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Upon such an occurrence Client, at its sole option, may terminate this Agreement.
8. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:



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Client

Name _____
Address _____

Attention: _____
Phone: _____
Email: _____

Consultant

Name CARE Educational Services
Address 3625 Grimshaw Way
Elk Grove, CA 95758
Attention: Jaclyn Moreno
Phone: 916-365-7444
Email: jmoreno@careeducaitonalservices.org

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

9. Termination:

- (a) Client may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event Client elects to terminate the Agreement, it shall pay Consultant for services rendered to such date.
- (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered.

10. Health and Security Standards:

- (a) Consultant and each of its officers, officials, employees, volunteers and agents shall be cleared by Consultant to assure that they are free of TB and that the TB clearance is current.
- (b) Consultant shall be responsible for assuring DOJ background checks are completed on Consultant and each of its officers, officials, employees, volunteers and agents. No person shall provide any service contemplated under this contract until after they have been cleared.

11. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

12. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case Client is audited for



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compliance regarding any applicable taxes, Consultant agrees to furnish Client with proof of payment of taxes on those earnings.

13. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
14. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Sacramento, California, and no other place.
15. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
16. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
17. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
18. No Waiver of Breach: The waiver by Client or Consultant of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
19. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
20. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
21. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
22. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.



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23. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Scope of Services
Attachment B – Compensation



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Attachment A
SCOPE OF SERVICES

Consultant shall provide services to Client as follows:

- Professional development on various topics as agreed upon by both the Consultant and the Client
- Coaching for special education staff as agreed upon by both the Consultant and the Client including, but not limited to meetings, IEP compliance, recruitment and staff selection.
- Indirect student support by assisting with program development, specifically in the area of age-appropriate, research-based intervention
- IEP compliance monitoring
- Parent contact, when mutually agreed upon by the Consultant and the Client
- Attending and/or facilitating IEPs
- Direct management of support staff (i.e. psychologists, counselors, speech and language providers)
- Direct management of independent contractors
- SEIS monitoring



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**Attachment B
COMPENSATION**

Client shall compensate Consultant for the services provided pursuant to this Agreement as follows:

\$100.00 per hour not to exceed \$64,000.00. Subject to the authorization of the Executive Director and Chief Business Officer, the not-to-exceed amount may be extended by ten (10) percent (\$6,400).

Payment to be made as follows: Progress payments to be made on intervals of work completed. Payment to be made within 30 days from date of final completed documentation and invoice submission. Completed invoice and documentation must be submitted once per month, within 7 days of the end of the month.

Consultant shall submit invoices and related documents to Client for payment, for each calendar month services were provided