



# enVision Consulting Group

## Consulting Services Agreement

This agreement is hereby entered into on \_\_\_\_\_, 2018 (Effective Date) and between the **Beverly Hills Unified School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advise in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

**District accepts the following consulting services** (indicate selections by initialing in provided space):

\_\_\_\_\_ School Accountability Report Card Services (Appendix A)

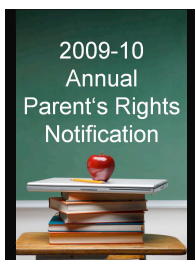


**SARC**

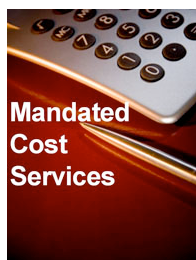


**Translation Services**

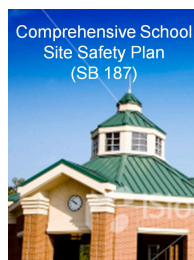
## Consulting Services



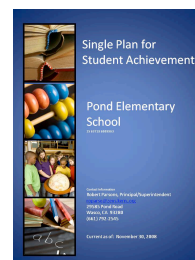
**Annual Parent Notification**



**Mandated Costs**



**School Site Safety Plan**



**School Site Plan**



**Title I Notices**



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## I. DISTRICT'S RESPONSIBILITIES

- I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

## II. CONSULTANT'S RESPONSIBILITIES

- II.1. See Appendix related to individual service agreement for specific responsibilities.

## III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A.

## IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

## V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

## VI. MATERIALS

- VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.
- VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



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## VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

## VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

## IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

## X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



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## XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

## XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Beverly Hills Unified School District  
255 South Lasky Drive  
Beverly Hills, CA 90212

Consultant:

enVision Consulting Group, Inc.  
10535 Foothill Boulevard, Suite 410  
Rancho Cucamonga, CA 91730

## XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## XIV. ATTORNEY FEES/COSTS

Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

**THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_.**

**BOARD APPROVAL DATE:** \_\_\_\_\_

**Beverly Hills Unified School District**

By: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Print name of authorized representative)

**enVision Consulting Group, Inc.**

By : \_\_\_\_\_  
Beth Hunter, President



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## Appendix A

### **SARC PREPARATION SERVICES**

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of school accountability report card(s) pursuant to California Proposition 98; California Education Code Sections 33126, 33126.1, 35256, 41409.3(a); California Senate Bills 1665, 1632, 500, and 687; and Federal Public Law 107-100 Section 1111(h)(2).

#### **I. CONSULTANT'S RESPONSIBILITIES**

- I.1 Consultant shall collect, document and process the information necessary to prepare school accountability report card(s), hereinafter referred to as SARC(s)" for each school listed below.
- I.2 Consultant will provide the District an electronic file for English versions (in a Portable Document Format) for Internet Posting. An electronic file will be provided for each SARC prepared as identified on Appendix A. The electronic files will be provided on CD Rom.
- I.3 Consultant will provide, for each school site listed in Appendix A, 25 full color copies and 50 grayscale copies of completed English version SARC(s).
- I.4 Consultant shall provide a binder containing one copy of completed SARC for each school listed in Appendix A with supporting textbook, school facilities, and teacher assignment documentation used to prepare information concerning school inspections, textbook sufficiency, and teacher misassignment sections of the annual report card.
- I.5 Consultant will make a good faith effort to prepare school accountability report cards in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature of the SARC(s).
- I.6 Consultant shall provide, for each school site listed in Appendix A, a parent notification flyer (English/Spanish version) or fact sheet (English/Spanish version) for each student enrolled at the school site upon completion of services. Please initial district preference:

\_\_\_\_\_ Parent Notification Flyer

\_\_\_\_\_ Fact Sheet

#### **II. SUPPLEMENTARY SERVICES**

- II.1 Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish SARC(s) indicated on the school site listing below. Consultant will provide 10 complimentary full color copies of Spanish version SARC(s)



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## I. COMPENSATION

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):

### SARCs

- \_\_\_\_\_ One Year Agreement  
**\$4,710** for SARC Preparation Services for all SARC services performed during the term of this contract. The contract includes all fees and expenses for travel.
- \_\_\_\_\_ Two-Year Agreement  
**\$4,500 per fiscal year** for SARC Preparation Services per year for all SARC services performed during the term of this contract. The contract includes all fees and expenses for travel.
- \_\_\_\_\_ Three-Year Agreement  
**\$4,200 per fiscal year** for SARC Preparation Services per year for all SARC services performed during the term of this contract. The contract includes all fees and expenses for travel.

Fee schedule for SARC services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
20%	Upon delivery of SARC drafts
10%	Upon delivery of completed, approved SARCs

### SPANISH TRANSLATION SERVICES

- \_\_\_\_\_ **District accepts Spanish Translation Services** and has selected the following term/compensation:
- \_\_\_\_\_ One Year Agreement  
**\$350 per SARC** for English to Spanish translation services performed during the term of this agreement.
- \_\_\_\_\_ Two-Year Agreement  
**\$325 per SARC per fiscal year**, for English to Spanish translation services performed during the term of this agreement.
- \_\_\_\_\_ Three-Year Agreement  
**\$300 per SARC, per year**, for English to Spanish translation services performed during the term of this agreement.

Fee schedule for Spanish Translation services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of drafts



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District requests Consultant to prepare English version school accountability report cards and provide English to Spanish translation services for each of the school sites indicated below. To select Spanish translation services, please place an X in Column A for those schools that require translation services. If the District would like to substitute a portion of grayscale English copies of its SARC for grayscale Spanish SARCs, please indicate quantity for substitution in Column B.

		Quantity of Parent Flyers to Be Provided Upon Completion of Services	A Spanish Translation Services are Requested for the following schools: (X = yes)	B District Requests the following quantities of English version SARCs to be substituted for Spanish version SARCs
1.	Beverly Vista ES	Quantity to be printed based on October CBEDS Enrollment numbers.		
2.	El Rodeo ES			
3.	Hawthorne ES			
4.	Horace Mann ES			
5.	Beverly Hills HS			
6.	Moreno HS			