



CONSULTING SERVICES AGREEMENT

This consulting services agreement ("Agreement") is made and entered into June 14, 2018, by and between the **NAPA VALLEY UNIFIED SCHOOL DISTRICT** (the "District") and **EDUCATIONAL CONSULTING SERVICES INC. ("ECS")**.

WHEREAS, the District represents that is in need of special services and advice in financial, economic, accounting or administrative matters and that it is unable to provide said services with its own staff and/or recourses; and

WHEREAS, the District represents that the services provided by ECS under this Agreement are for special services under Government Code section 53060 and exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Agreement, including but not limited to presenting the terms and conditions of this Agreement to its School Board;

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

NOW, THEREFORE, the parties hereto agree that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

1. **Consulting Services:** Subject to the terms and conditions of this Agreement, the District retains ECS to provide the following professional services ("Services"):

Academic Attendance Recovery Coordinated (AARC) Program:

- Meet and coordinate with the necessary departments to implement the AARC Program
- Meet and coordinate with the sites to implement the AARC Program
- Provide supervision assistance for each AARC sessions
- Assist in developing curriculum ideas for the elementary and secondary grade levels.
- Provide Online AARC Website Program information for the district and schools
- Assist in distributing AARC teacher applications
- Assist with the AARC schoolteacher assignments
- Collaborate with departments and sites on logistical information needed for each session
- 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



- Identify & notify eligible students
 - Prepare an attendance list of students who will be attending AARC
 - Prepare parent/student notification letters
 - Update attendance records
 - Provide expense sheets after each AARC session
2. **Performance Period:** This Agreement shall commence on July 1, 2018 and shall continue in full force and effect until June 30, 2021, unless terminated as set forth below or unless extended by agreement of the parties.
3. **Termination for Convenience:**
- A) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if ECS terminates this Agreement, ECS shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the District which ECS began prior to the date of notice of termination hereunder.
 - B) Upon termination of this Agreement for any reason, ECS shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date of notice of termination, or the date of the termination of the Agreement, whichever occurs later. In addition, ECS shall be reimbursed for any noncancellable obligations, any cancellation penalties, and, unless ECS terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.
4. **Provision of Information:** The District will prepare and furnish to ECS with accurate and sufficient information and documentation for ECS to perform its Services under the Agreement, and shall promptly provide further additional information that ECS reasonably deems relevant to performing its Services. It is expressly understood that ECS has no fiduciary obligation to District, but instead a contractual one described by the terms of this Agreement.
5. **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.
6. **Continuing Professional Development Training:** ECS shall provide a training session to start the new school year, focused on AARC Program training. The District shall pay ECS \$8,900.00 each year for Continuing Professional Development



Training session services. ECS shall separately invoice the District at the beginning of each fiscal year.

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	\$ 50.00 per hour
Clerk	\$ 30.00 per hour

8. **Payment for Services:** ECS shall submit periodic invoices to the District and the District shall pay to ECS the amount invoiced within thirty (30) days after the District's receipt of each invoice from ECS.
9. **Independent Contractor:** The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. ECS acknowledges and agrees that the District will not provide ECS with any employee benefits, including without limitation social security, unemployment, medical, or pension payments, and that income tax withholding is ECS's responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.
10. **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.
11. **Notices:** Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.
12. **Severability:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality,



or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

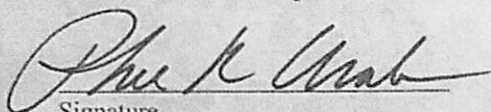
13. **Assignment:** This Agreement is not assignable without written consent of the parties hereto which consent shall not be unreasonably withheld.
14. **Withdrawal of Contract:** If this Agreement is not signed and returned within 10 days from receipt, at its option, ECS may rescind the subcontract offer.
15. **Compliance with Laws:** ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation.
16. **Dispute Resolution:** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through negotiation within a period of thirty (30) days, the parties agree to try in good faith to settle the dispute by mediation. If they do not reach such solution through mediation within a period of sixty (60) days, then the parties agree that venue for any dispute shall be in the Superior Court for the State of California, Orange County.
17. **Attorneys' Fees:** If any action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
18. **Governing Law; Venue:** This Agreement will be governed by and construed in accordance with the laws of the State of California. Each party agrees that any dispute shall be resolved in Orange County, California, which the parties hereby stipulate to be proper for venue.
19. **Waiver:** Failure or delay on the part of either party hereto to enforce any right, power, or privilege hereunder shall not be deemed to constitute a waiver hereof. Additionally, a waiver by either party or a breach of any promise hereof by the other party shall not operate as or be construed to constitute a waiver of any subsequent waiver by such other party.
20. **Entire Agreement:** Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been



made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

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

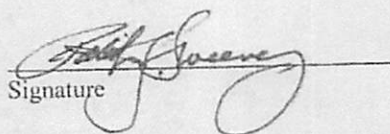
Educational Consulting Services, Inc.



Signature

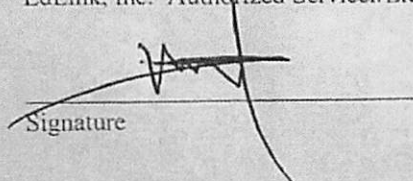
Federal ID Number 33-088505

Napa Valley Unified School District



Signature

EdLink, Inc. Authorized Servicer/Licensee



Signature
