



CONSULTING SERVICES AGREEMENT

This agreement is made and entered on March 16, 2022 by and between the **AZUSA 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:

- Meet with District departments to implement the AARC Program
- Meet with participating sites to implement the AARC Program
- Provide program training
- Assist in the supervision for each AARC sessions
- Assist in developing curriculum ideas for the elementary/secondary grade levels
- Assist in distributing AARC teacher applications
- Assist with the AARC schoolteacher assignments
- Communicate regularly with school site administrator in charge of the AARC sessions and assist with the ongoing coordination of the program
- Identify & notify eligible students
- Prepare an attendance list of students who will be attending AARC
- Prepare parent/student notification letters
- Update attendance records
- Provide regularly district administration with student attendance and expenditure data

- Provide expense sheets after each AARC session

1. **AARC Program Fee:** 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.

Payment is due no later than thirty (30) days after receipt by the District of the invoice. Failure to pay within fifteen days from the date payment is due herein shall be deemed late and the outstanding invoice shall bear interest at the rate of 1 ½ % per month.

2. **Continuing Professional Development Training:** Each year of said contract, ECS shall provide a training session at the beginning of each school year focused on AARC Program training. The district shall pay ECS \$5,000 each year for Continuing Professional Development Training session services. ECS shall invoice the district at the beginning of each fiscal year.
3. **Performance Period:** This Agreement shall commence on March 16, 2022 and shall continue in full force and effect until June 30, 2023 unless terminated as set forth below.
4. **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.
5. **Termination for Convenience:** The District or ECS may terminate this Agreement with a written thirty-day 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.
6. **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

7. **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.

8. **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.
9. **Assignment:** This Agreement is not assignable without written consent of the parties hereto which consent shall not be unreasonably withheld.
10. **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.
11. **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
12. This provision shall apply to any disputes arising out of this Agreement, including claims regarding the enforceability of this Agreement. For any disputes that cannot be resolved informally, the parties agree that senior level representatives with settlement authority for both parties shall meet informally to attempt to resolve such dispute. In the event that a resolution is not achieved, the parties, prior to the initiation of any action or proceeding, shall submit the dispute to a mediator and negotiate in good faith to reach an agreement with respect to the dispute. In the event the dispute is not resolved through mediation, the parties agree that venue for any dispute shall be in the Superior Court for the State of California, Orange County and the prevailing party to any litigation shall be entitled to recover its actual attorney's fees and costs.
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.



Signature


Federal ID Number 33-088505

EdLink, Inc. Authorized Servicer/Licensee




Signature

Azusa Unified School District



Signature



Date