



## ***EDUCATIONAL REFLECTIONS L.L.C.***

22511 Telegraph - Suite 206 - Southfield, MI 48033 - [hrservices@educationalreflections.org](mailto:hrservices@educationalreflections.org)

### **Service Agreement**

This Independent Contract Agreement is entered into on September 1, 2016 between **Multicultural Academy and Educational Reflections L.L.C (Contractor)**.

In consideration of the mutual promises contained in this Agreement, Client and Contractor agrees as follows:

1. **Commencement Date of Terms:** This Agreement shall commence on September 1, 2016 and shall continue until December, 2017.
2. **Services to be provided by Contractor:** During the terms of this Agreement, Contractor shall provide personnel that is qualified to serve in the U.S. Professional school personnel support include, but is not limited to, Classroom Management and Academic Services for students.
3. **Independent Contractor:** As an Independent Contractor, this Agreement does not render Contractor as an employee, partner, agent of, or joint venturer with Client for any purpose. Contractor is and will remain an Independent Contractor in its relationship to Client in connection with this Agreement. Client shall not be responsible for withholding taxes with respect to the Contractor's compensation. Contractor shall have no claim against Client for vacation pay, sick leave, retirement benefits, social security or unemployment insurance benefits.
4. **Compensation and Method of Payment:** In consideration for the Contractor's services, Client shall compensate the Contractor at a rate that is approved by an authorized individual. Compensation shall include preparation time and development of materials. Moreover, the Contractor's fee structure fee is \$125 per day for long and short-term assignments, as well as, \$75 for half-days. A "day" consist of the entire time that students are present or 7 hours of service. The compensation shall be payable as follows:

Contractor shall submit an Invoice to Client for Services provided in accordance to the terms of the contract. Client shall compensate Contractor for billed services within fifteen (15) business days of date stamped by U.S. Post Office on mailing envelope.

**Page 2: Independent Contract Agreement (Multicultural Academy)**

- a. If Client is unable to make payment within fifteen days, Contractor should be notified of expected date for payment.
  - b. If Client has a bona fide, good faith dispute with respect to whether a particular Service stated in an invoice was actually provided in accordance with the terms of
  - c. this Agreement, Client shall give written notice to Contractor describing such dispute in reasonable detail within fifteen (15) calendar days of the date such invoice was received, accompanied by payment in full for all amounts shown on invoice that are not the subject of the dispute(s) described on written notice.
  - d. Contractor and Client shall use their best reasonable good faith to resolve such dispute within the fifteen (15) calendar day-period following such notice. If such dispute cannot be resolved within the fifteen (15) day period, either Contractor or Client may terminate this Agreement with the understanding that the Contractor has the right to submit the dispute to arbitration.
5. **Termination:** Either party may terminate this Agreement with or without cause at any time prior to its expiration date upon thirty (30) days prior written notice to the party. If such termination occurs, Contractor shall be paid for services rendered thru the date of termination.
6. **Confidentiality:** Contractor acknowledges and agrees that in the course of performance of its obligations, under this Agreement, Contractor will have access to certain information, which may include but not be limited to testing data, policies and procedures, School Improvement Plan, mission of school and other proprietary information. All of such proprietary information shall be and remain the property of Client at all time, and Contractor shall have no right, title or interest in the information. Additionally, Contractor shall maintain the confidentiality of all Client Propriety Information and shall not divulge such information to any third party, except (1) as may be necessary for the discharge of its obligation under this Agreement and (2) as required by law. Contractor shall take reasonable precaution against disclosure of any Client Propriety Information.
7. **Notices:** Any notices given by either party to the other shall be in writing and shall be delivered to the addresses identified below.

**Contractor:** Educational Reflections L.L.C.  
22511 Telegraph Rd. Suite 206 Southfield, MI 48033 1-313-704-9544

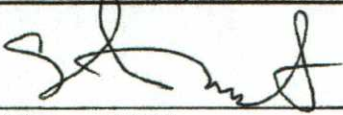
mifinances@educationalreflections.org

**Client:** Multicultural Academy

**Page 3: Independent Contractor Agreement**


8. **Signatures:** The undersigned have executed this Agreement as of the day and year, September 1, 2016 (this is written above in the Commencement Date and Term section.)

**Contractor: Steven Mostyn, Educational Reflections L.L.C.**

Signature:  Date: 8/31/16  
Steven Mostyn, M.Ed  
Managing Partner

**Academy**

**Signature:**

Authorized Representative:  Date: 8/31/16  
Printed Name: Terry Fuchs