



**CONSULTING AND SERVICES AGREEMENT**

**This Consulting and Services Agreement ("Agreement") is entered onto the Commencement Date set forth in Section 1 below, by and between Global Psychological, PLC, a Michigan professional limited liability company (d/b/a GPS Education) ("GPS"), and Multicultural Academy with reference to the following:**

**RECITALS**

- A. GPS engages in the business of providing education and consulting services to nonprofit and for profit education and social service agencies.
- B. Client is a Michigan public school academy that offers educational programs to students in Michigan.
- C. Client wishes to engage GPS to provide certain services with respect to Client's MTSS Intervention Services ("the Program"), and GPS wishes to provide such services, all in the terms set forth below.

**AGREEMENT**

In consideration of the promises and covenants contains herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This agreement shall commence August 15, 2016 ("the Commencement Date") and shall continue until June 23, 2017. *Change Can stop services earlier in year*

**2. SERVICES TO BE PROVIDED BY GPS**

During the Term of this Agreement, GPS shall provide the services set forth on Schedule 1 attached hereto (the "Services Schedule") in connection with the Program to students assigned by the Client to the Program and GPS shall provide personnel, including Intervention Coordinator, Title I Coordinator, Intervention Tutor and ESL Coordination Support and the other personnel (the GPS Personnel), as may be required to provide the Services. The final determination as to what GPS Personnel provide the Services to the Client shall be in the sole discretion of the Client. Client acknowledges that GPS Personnel may change from time to time based on those GPS Personnel providing services to GPS from time to time, due to sickness or illness of GPS Personnel or other reasons. Any requests for changes to contract, or services outside of those outlined in Schedule 1 by Client will be given consideration, and if reasonable both in timeframe and compensation, a written amendment will be added to this agreement and signed by authorized representatives of both parties.



3. **CALENDAR**

Services will not be provided on Client holidays, regular and emergency or breaks. If Client mandates GPS Personnel to attend any Client held professional development; Client agrees to (1) compensate GPS for staff attendance, and 2) to provide GPS with a calendar of which day's staff will be required to attend for the year no later than August 5, 2016. Client must provide a copy of school calendar to GPS prior to the commencement of this Agreement and at least twenty (20) days prior to the commencement of each school year during any additional years of this Agreement. In addition, Client shall provide timely notice of other school closures that will impede regular services; otherwise Client will be billed for missed sessions (excluding Snow Days and Building Emergencies).

*AB*  
*This never been involved*

4. **RECORDS**

GPS agrees that all student files, documents and records kept and maintained by GPS in the course of providing the services contracted in accordance within Schedule 1 of this agreement and during the Term of this Agreement shall be the property of Client and shall be physically kept within the building with complete accessibility to client, GPS and contracted ESP personnel. GPS agrees that upon expiration or termination of this Agreement for any reason, GPS shall deliver any Client property retained by GPS. GPS shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Education and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless the disclosure is otherwise permitted by law.

Furthermore, GPS will only provide record keeping and reporting for those services which are set forth in Schedule 1 of this Agreement.

5. **RESPONSIBILITIES OF CLIENT**

- (a) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, rules and academy operating policies relating to its business in general and the provision of special education services in particular.
- (b) **Materials/Supplies/Condition of Classroom.** Client shall ensure that the classroom (or classrooms) used by GPS have all reasonably necessary supplies and materials for GPS to perform its Services under this Agreement. In addition, Client shall maintain the classroom (or classrooms) in a clean and safe condition at all times. In the event that GPS believes that the terms of this Section 5(c) are not being complied with by Client, GPS shall notify Client and Client and GPS shall work in good faith to resolve such matters in a manner acceptable to GPS and Client.
- (c) **Authority.** Client represents and warrants that the individual executing this Agreement on behalf of Client has the proper authority to execute this Agreement on behalf of Client and that upon execution of this Agreement by Client, this Agreement shall be binding and enforceable on Client in accordance with its terms.



## 6. RESPONSIBILITIES OF GPS

- (a) **Qualifications, Credentials, Licenses.** All GPS Personnel will be qualified in all material respects to provide the Services they provide on behalf of GPS hereunder. All personnel provided by GPS under this Agreement must hold a state appropriate certification or license appropriate for providing the requested Service. GPS shall provide Client with a packet of all GPS personnel credentials that will serve students enrolled in the Program. GPS will use good faith efforts to notify Client within 10 business days of any change of GPS personnel that are providing services directly to students under this Agreement, provided that Client acknowledges that in certain circumstances a change in GPS Personnel may occur within short notice (24 hours minimum) from GPS to Client. An officer of GPS shall certify to Client the GPS Personnel providing instruction hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Michigan law, which certification shall accompany the list described in Section 6(a).
- (b) **Compliance with Laws.** During the term of this Agreement, GPS shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, rules and academy operating policies relating to the provision of special education services.

7. **COMPENSATION, TIMEKEEPING, AND METHOD OF PAYMENT** In consideration for the GPS Services, Client shall compensate GPS at the rates set forth in Appendix A ("the Fee Schedule"). A statement will be sent at the end of each month to the client. GPS staff time keeping will be kept through GPS sign in sheets, which will be held in the front office of each location, whose responsibility it will be to fax or email to GPS main office no later than Monday morning by 10:00 a.m. All GPS hourly staff will be billed as actual time. Breaks will be deducted after 5.75 hours, ONLY IF A BREAK WAS GIVEN. Other GPS services will be billed according to Appendix A. Billing will be submitted on a bi-weekly basis, and Client will have 7 days from submission to review, and if necessary, request any changes. No changes to invoicing will be made afterwards. Payment for invoices is on a NET 30 basis. If paid after the 30 days, a 2% fee every 30 days will be charged on each invoice. If Client account becomes delinquent over 60 days within the same 10-month period, GPS will consider the contract null and void, and will expect immediate payment, including all fees and interest.

## 8. INDEMNIFICATION

- (a) **Indemnification by GPS.** GPS shall defend, indemnify and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness or injury to persons or damage to property (including without limitation, consequential damages) arising from the fulfillment of GPS' obligations.
- (b) **Indemnification by Client.** Client shall defend, indemnify and hold harmless GPS and its officer, directors, agents and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including without limitation, consequential damages) arising from Client's operation of its business.
- (c) **Investigations.** Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state, school authorizer, ESP or federal agencies that are the result of acts, omissions or conduct of such party or its respective employees or agents. In the event GPS is given less than one (1) week's notice, GPS will be held harmless for any penalties, financial or otherwise.



- (d) **Survival.** These provisions shall expressly survive the expiration or termination for any reason of this Agreement.

## 9. TERMINATION

- (a) **With/without Cause.** Either party may terminate this Agreement, with or without cause, upon at least 30 business days' prior written notice.
- (b) **Effect of Termination.** Upon expiration or termination for any reason of this Agreement, GPS will, within twenty (20) business days of termination, present a final invoice for all GPS services provided through the effective date of termination, which shall be due and payable in full within 30 calendar days of delivery to Client.
- (c) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 10. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between GPS and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contribution, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

## 11. NO HIRE AGREEMENT

- (a) **No Hiring by GPS.** GPS recognizes that Client's employees are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of Client, and who have been trained by Client, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with the Client's employees under the terms of this Agreement. Accordingly, GPS agrees that during the term of this Agreement and for a period of one year following the expiration or termination of this Agreement for any reason (the "No Hire Period"), GPS shall not, without the advance written consent of Client (which Client may grant or deny in its sole and absolute discretion), hire, employ, or contract with any employees of Client or directly recruit or solicit any employee, or group of employees, of Client to become employed by, or to contract with GPS or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(a) shall be construed to prevent GPS or an affiliate of GPS from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course of business.
- (b) **No Hiring by Client.** Client recognizes that GPS' employees and independent contractors are unique and valuable resources of Client who have knowledge of and access to confidential information and trade secrets of GPS, and who have been trained by GPS, and that the Services to be provided hereunder are feasible only if GPS has access to and interaction with Client and its agents and representatives under the terms of this Agreement. Accordingly, Client agrees that during the No Hire Period, Client or any affiliate of Client who will place staffing with Client shall not, without the advance written consent of GPS (which GPS may grant or deny in its sole and



absolute discretion), hire, employ, or contract with any employees of GPS or directly recruit or solicit any employee, or group of employees, or independent contractors of GPS to become employed by, or to contract with Client or any other person or entity. Notwithstanding the foregoing, nothing in this Section 11(b) shall be construed to prevent Client from engaging in general recruiting activities such as placing bona fide advertisements or other solicitations of general circulation in ordinary course.

- (c) **Equitable Relief and Indemnification.** Each party acknowledges that and agrees that due to the unique nature of the GPS Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 11 may allow the breaching party or third parties to unfairly compete with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon the finding by a court of any breach of any party's obligation under this Section, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section. Each party will notify the other party in writing immediately upon any breach of this Section of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. CONFIDENTIALITY

- (a) **GPS Proprietary Information.** Client acknowledges and agrees that GPS owns all right, title and interest in and to the GPS materials and GPS systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know-how, protocols, policies, operating manuals, specifications, software, forms, education materials, financial information, as well as, additions and modification thereto developed and/or used by GPS in the furtherance of GPS operations and in performance of GPS obligations under this Agreement (collectively the "GPS Proprietary Information"). Client shall maintain the confidentiality of all such GPS Proprietary information and shall not divulge such information to any third parties during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any GPS Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of GPS, use the GPS Proprietary Information for any purpose except as provided herein and, upon termination of this Agreement for any reason, Client shall cease all use of any of the GPS Proprietary Information and upon request shall return to GPS all manifestations and copies thereof in Client's possession or control. The Client shall keep and maintain a copy of all local, state or federal mandated special education forms and GPS shall also maintain a copy of same.
- (b) **Client Proprietary Information.** GPS acknowledges and agrees that in the course of performance of its obligations, under this Agreement, GPS will have access to certain information proprietary to Client, which may include but not be limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information,



contractual arrangements or negotiations, financial information, and employee information (collectively the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and GPS shall have no right, title or interest therein. GPS shall maintain the confidentiality of all Client Proprietary information and shall not divulge such information to any third parties except (i) as may be necessary for the discharge of its obligation under this Agreement, and (ii) as required by law. GPS shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, GPS shall cease all use of any of the Client Proprietary Information and upon request shall return to Client all manifestations and copies thereof in GPS's possession or control.

- (c) **Equitable Relief and Indemnification.** Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon the finding by a court of any such breach, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the breaching party from any loss or harm, including without limitations, attorney's fees, in connection with the finding by a court of any breach or enforcement of the breaching party's obligations hereunder of the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section shall expressly survive the expiration or termination for any reason of this Agreement.

### 13. MISCELLANEOUS

- (a) **No Third Party Beneficiaries.** The parties intend that the benefits of this Agreement shall inure only to GPS and Client and not to any third person.
- (b) **Entire Agreement.** This Agreement, together with all appendices constitutes the entire agreement between the parties. This Agreement supersedes all other prior agreements or understandings, whether written or oral.
- (c) **Default.** In the event that GPS or Client should be in default under the terms of this Agreement, the defaulted party shall be responsible for all loss, cost or damages incurred by the other party.
- (d) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement of the rights, interests or obligations without the written consent of the other party.
- (e) **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) **Notices.** All notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon registered or certified mail, postage prepaid,



return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to GPS:       **GPS Educational Svc.**  
                          **30777 Northwestern Hwy.**  
                          **Suite 104**  
                          **Farmington Hills, MI 48334**

Attention:         **Andrew Thompson**  
                          **Phone: (248) 254-3445**  
                          **Fax: (248) 254-3447**  
                          **E-Mail: a.thompson@globalpsychology.net**

If to Client:       **Multicultural Academy**  
                          **5550 Platt Rd**  
                          **Ann Arbor, MI 48108**  
                          **Phone: 734-677-0732**  
                          **Fax: 734-677-0740**

Attention:         **Academy Principal**  
                          **E-Mail: eparks@academyk8.com**

Attention:         **Universal Management, LLC**  
                          **2570 Seminole Street**  
                          **Ann Arbor, MI 48108**  
                          **Terry Farha**  
                          **E-Mail: TFarha@umcesp.com**

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- (h) **Amendment.** This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.
- (i) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) **Additional Terms.** The Parties agree that the additional terms attached hereto as Appendix A & B are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have executed and accept this Agreement on the date first above written.




**Multicultural Academy**

By:  (Signature)

Gm (Title)

11/9/16 (Date)

**GPS Educational Svc, LLC**

By:  (Signature)

CEO (Title)

11/10/16 (Date)



Scheduled 1



**AAMA-Support**

	<b>Qty.</b>	<b>Bill Rate</b>	<b>Hours</b>	<b>Weeks</b>	<b>Billing Total</b>
Intervention Coordinator	1	\$100.00	15	30	\$45,000.00
Title I Coordinator/Intervention Tutor	1	\$48.00	37.5	28	\$50,400.00
Intervention Tutor	1	\$48.00	15	6	\$4,320.00
Intervention Supplies	1	\$2,940	1	1	\$2,940.00
Title III/ELL/ESL Coordinator	1	\$100.00	20	1	\$2,000.00
Training	1	\$200.00	30	1	\$4,500.00
<b>Grand Total</b>					<b>\$109,160.00</b>



## Appendix A

### Additional Terms

The following additional terms are incorporated in and made a part of the Consulting and Service Agreement between Global Psychological Services and Multicultural Academy.

- Fingerprinting Requirements.** GPS shall conduct such criminal background checks of all GPS Personnel through the Michigan State Police (for state purposes) and the Federal Bureau of Investigation (FBI) (for federal purposes) as required by applicable law and, upon receipt of the appropriate clearance(s), certify to Client that no GPS Personnel working with students of Client have been convicted of a violent or serious felony (as defined by applicable law), nor are any GPS Personnel the subject of any criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law).
- Insurance by GPS.** GPS shall procure and maintain throughout the term hereof, and all renewals and extensions hereof: General liability insurance for GPS Personnel at the school facilities in performance of GPS's obligations under this Agreement with coverage of not less than One Million dollars (\$1, 000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate. GPS agrees to provide Client with a Certification of Insurance.