



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 special education program ("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 22, 2016 ("the Commencement Date") and shall continue until June 23, 2017.

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 Resource Room Teachers, School Psychologists, Speech Pathologists, Special Education Coordinator/Director 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 days staff will be required to attend for the year no later than **September 6, 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).

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) **IEPs**. During the term of this Agreement, Client shall provide GPS with such student records, including Individualized Education Programs ("IEPs"), as may be reasonably necessary for the proper provision of the Services. Client understands that in the event of their inability to provide full records for any special education student upon written request within 30 days will require GPS to conduct whatever testing will be necessary at the Clients expense to provide the proper paperwork for such student.
- (b) **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.
- (c) **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.



- (d) **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 ~~45~~³⁰ business days' prior written notice. TF.
- (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 constitute 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 or 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@macademyk8.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 B, C & D 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)

11/4/10 (date)

GPS Educational Svc, LLC

By:  (signature)

CEO (title)

11/4/16 (date)



Schedule 1

AAMA

	Qty	Bill Rate	Hours	Weeks	Billing Total
Resource Room Teacher	1	\$48.00	22.5	35	\$37,800.00
Speech Services	1	\$70.00	8	35	\$19,600.00
Social Work Services	1	\$55.00	15	35	\$28,875.00
OT Services	1	\$70.00	5	30	\$10,500.00
SE Coordinator	1	\$70.00	8	37	\$20,720.00
Psych Evaluation	8	\$400.00	1	1	\$3,200.00
EI/AI/CI Evaluation	2	\$450.00	1	1	\$900.00
IEPT/MET	10	\$150.00	1	1	\$1,500.00

Grand Total

\$123,095.00



**Appendix A
Fee Schedule**

Psychological Evaluation	\$400
Psychological Evaluation (EI/AI/CI)	\$450
IEP – 1 hour prep, 1 hour attendance charge	\$150
Resource Room Teacher	\$48/hr
Social Work Services	\$55/hr
Special Education Coordinator	\$70/hr
Speech Therapy	\$70/hr
OT Therapy	\$70 /hr



Appendix B

General outline SE Coordinator responsibilities:

- ❖ Monitor school's special education program
- ❖ Arrange/schedule IEPT/REED meetings
- ❖ Assist school in developing an appropriate special education program including transition services
- ❖ Continuously collecting data, documenting progress towards IEP goals
- ❖ Complete monthly Medicaid billing
- ❖ Provide professional development
- ❖ Collaborate with other PSA/LEA's
- ❖ Develop a special education curriculum
- ❖ 504
- ❖ IDEA compliance
- ❖ MEAP & MI-Access Assessment
- ❖ SE student files
- ❖ SE count
- ❖ Early intervention
- ❖ State/federal reporting
- ❖ SE personnel
- ❖ IEP training
- ❖ Out of district IEP's
- ❖ Federal grants-MEGS
- ❖ -IDEA/flow through grant



Appendix C

Scope of Services:

Provision of the following services for Multicultural Academy:

Special education program development and coordination

- ❖ Needs analysis to determine required services
- ❖ Design and implementation of special education program to meet students' needs
- ❖ Process and policy support, including creation of custom policy manual
- ❖ Facilitation of processes from initial referral through the delivery of services, including transition services
- ❖ Leadership on all matters related to special education compliance and reporting
- ❖ Preparation and implementation of in-service programs for school staff
- ❖ Analysis and synthesis of assessment results to recommend instructional improvements and adjustments to special education plans
- ❖ Coaching to all staff servicing students with IEPs

Special education teacher(s)

- ❖ Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need
- ❖ Modify the general education curriculum for IEP students, based on a variety of instructional techniques and technologies
- ❖ Employ strategies and techniques during instruction to improve the development of sensory-and perceptual-motor skills, language, cognition, and memory.
- ❖ Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individual education plans designed to promote students' educational, physical, and social development.

Speech/Language Therapy

- ❖ Address the needs of students with communication disabilities, such as impairments in language, speech, and voice
- ❖ Screen, identify, assess, and diagnose disorders of language, articulation, fluency, voice, and oral-pharyngeal function and provide speech and language services for the habilitation or prevention of communication disorders. Services are provided within the classroom or in individual/small group therapy sessions as specified by the IEP.

Social Work

- ❖ Provide students with a link between home, school and community, enabling students and their families to overcome social and personal problems that impede learning.
- ❖ Provide individual and group counseling, consultation to teachers, and other services that help a student cope with their individual learning challenges.
- ❖ Collaborate with community agencies and provide case management for students and their families requiring multiple services.



Psychological Evaluations

- ❖ Consult and work cooperatively with school administrators, special education program staff, teachers and parents in evaluating the student (after a referral is initiated and parental consent obtained).
- ❖ Evaluations involve performing assessments using a variety of techniques and tools. An evaluation may include the following: an educational evaluation, a psychological evaluation, a social history (a history of the student's development based largely on an interview with the parent), and observations of the student in his or her classroom.
- ❖ Applies the Cattell-Horn-Carroll (CHC) theory, which is an empirically based, valid and measurable construct for the analysis of learning abilities. May also conduct other evaluations to determine the source of the student's difficulties, including a functional behavioral assessment (FBA) if the student's behavior interferes with learning.

Compliance Management

- ❖ Complete monthly Medicaid billing
- ❖ Manage IDEA compliance
- ❖ Manage special education student count reporting
- ❖ Maintain special education student files
- ❖ Management of federal funds (MEGS) and IDEA flow through grant
- ❖ Provider/vendor participation in ongoing training to ensure that staff stays up to date on federal and state laws.
- ❖ Maintenance of computerized tracking system to project mandated deadlines so all services are rendered on time.
- ❖ Quarterly audits of student files to ensure compliance obligations are met.
- ❖ Review of student files managed by non-GPS staff as needed.
- ❖ Recommend and take action to remedy non-compliance files as needed.



Appendix D

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.

1. **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).

2. **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.