



**ABC Module Consulting Services**  
“It takes a village to raise a child. . . we are here to serve you!”

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**Contract Agreement**  
*For Special Education Services*

**CONSULTING AND SERVICES AGREEMENT**

This Agreement (“Agreement”) is entered into as of the Commencement Date set forth in Section 1 below, by and between ABC Module Consulting Services, (Russell Sheppard), and Multicultural Academy 5550 Platt Rd Ann Arbor Mi 48108 with reference to the following:

**AGREEMENT**

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

1. **Commencement Date and Term.** This agreement shall commence on the First \_\_\_ day of September 21, 2022, 2022 (“the Commencement Date”) and shall continue until \_June 30, 2023, (“the Term”)
2. **Licensure and Certification.** Contractor acknowledges that he must be licensed or certified by the State of Michigan to provide services to Company. Contractor agrees to maintain such certifications and licenses and to notify Company immediately in the event of a lapse in certification or licensure.
3. **Insurance.** For the term of this contract, the Contractor shall maintain liability insurance of at least \$1,000,000.
4. **Compliance with Laws.** During the Term of this Agreement, Contractor shall comply in all respects with all applicable federal and statue statues, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services.
5. **Confidentiality.** Contractor acknowledges that he may have access to the Company’s confidentiality and proprietary information. Such confidential information may include, without limitation: i) patient private health information (PHI) and other such information as the Company may designate as confidential (“Confidential Information”). Contractor agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during the duration of this contract or any time after the expiration or termination of this contract, unless Company grants express, written consent of such disclosure. In addition, Contractor will use his best efforts to prevent any such disclosure.

6. **Services.** Contractor does hereby agree to render and provide work, services, labor and/or materials for Company in accordance with the specifications attached hereto as Exhibit "A."
7. **Time Limits.** Contractor acknowledges that time is of the essence in this contract and covenants and agrees that all work, services, labor and/or material shall be completed according to the schedule in Exhibit "A." If Contractor fails to complete or provide all work, services, labor and/or material's prior to the date specified above, Contractor agrees that Company shall have the right to procure the services of one or more other contractors to complete or provide such work, services, labor and/or materials and that Company shall have the right to set off and deduct the cost and charges of such other contractors from the amounts due Contractor hereunder.
8. **Payment.** Multicultural Academy does hereby agree to pay ABC Module Inc the sums specified in Exhibit A for all completed work. ABC Module will be paid once a month between 26th and 30th or 31st of each month. All invoices will be sent to Angie Luck by the 15th or 16th of each month to make sure you receive payment between 26th and 30th.
9. **Indemnification.** Contractor does hereby for itself, agree and covenant to indemnify and save and hold harmless Company from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind of nature whatsoever, whether now known or unknown which many not exist or which may hereafter arise out of or from the work, services, labor and/or materials to be rendered and provided by the Contractor or for the benefit of Company.
10. **Liens and Encumbrances.** Contractor further warrants and agrees to render and provide said work, services, labor and/or materials in accordance with the specifications hereto as Exhibit "A" and in a skillful manner and shall keep all property of Company free and clear of all liens and encumbrances.
11. **Binding Provisions.** The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties.
12. **Default of Agreement.** In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses incurred by the non-defaulting party in connection with the default, including without limitation, court costs and attorney's fees at the trial level and on appeal.
13. **Governance.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Michigan.
14. **Termination of Agreement**
  - a. **Without Cause.** Either party may terminate this Agreement, without cause, upon at least thirty (30) business days prior written notice.

- b. **With Cause.** Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement by giving not less than twenty (20) business days written notice for termination to the other party.
- c. **Effect of Termination.** Upon expiration or termination for any reason of this Agreement, Company will, within forty-five (45) business days of termination, present a final check for all Contractor services completed through the effective date of termination

## **Exhibit "A"**

### **Services**

Upon written e-mail notification from Company, Contractor will provide the following services:

1. **Special Education services** - Contractors that provide conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state law and regulations to determine student's level of functioning for the development of an initial IEP or to evaluate the student's annual or three-year progress on his/her IEP. Contractor will provide a written report of such assessments, re-evaluations, and triennial evaluations in compliance with federal and state laws and regulations
2. Coordinate disciplinary procedures for MDR's for special education students.
3. Coordinate caseloads assignments and scheduling of special education students.
4. Ensure all special education services are in place including secondary and related services.
5. Coordinate transportation for students receiving services according to their IEP's.
6. Disseminate documentation, forms, and files adequate for maintaining accurate reporting throughout the school year.
7. Complete student audit verification and submit to central office. Correct any discrepancies.
8. Monitoring service plans to ensure IEPs are current. Monitoring evaluations to ensure that active evaluations.
9. Supervise the maintenance of all special education files
10. Collect and submit 10-day class count by the due date required.
11. Assist special education staff concerning curriculum and due process procedures.
12. Special education support for LD, CI, ASD, EI, HI, OHI etc., students in an inclusion model for MME diploma.
13. Coordinate IEP Transition planning.


**Acceptance:**

**WHEREAS Company and Contractor accept the terms, covenants and conditions of this Agreement outlined above as a legal and binding contract.**

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**Services Company**

**Contractor (ABC Module Consulting**

**By: Russell E. Sheppard**

Terry Farha  **(signature)** \_\_\_\_\_ **(signature)**

**Date** 09/23/2022

**TIMETABLE**

By accepting this agreement, Contractors agree to complete services as follows:

<b>Service</b>	<b>Must be completed within number of days from specified by ABC Module Consulting Services</b>
Special Education/Teacher Consult	Resource room services

**CONTRACTOR PAYMENT SCHEDULE**

By accepting this agreement, Contractor agrees to payment for services as follows:

<b>Resource Room Services</b>
\$ 50 dollars per hour