

EDUCATIONAL PLANNING AND COUNSELING SERVICES
CONTRACTUAL AGREEMENT

Educational Consultant Agreement an Release of Information
Educational Planning and Counseling Services LLC

THIS AGREEMENT IS BETWEEN

This agreement is entered in by the parties CLIENT and the COSULTANT whom both have agreed to retain Mr. **Kenneth Davis MA Ed , CTRS** Independent Therapeutic Educational Consultant, on this DATE 2017.

BACKGROUND

- A. The client is of the opinion that the consultant has the necessary qualification and experience and abilities to provide services to the client. The consultant has provided information to the family on their background in working with families and the needs for their child.
- B. The consultant is agreeable to providing such consulting services to the client under the terms and conditions of the agreement.
- C. The client is aware of the terms and condition of the agreement and a full explanation of the terms have been explained.
- D. The client is therefore willing to enter into this agreement with full knowledge of trot terms and conditions.

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SERVICES

1, The Client hereby agrees to engage the consultant relationship to provide the student with the following consultant services (“The Services”)

- To identify the needs of the student while she/he is in her current placement or school or finding a suitable placement.
- To determine the transition needs of the student following completion of the school or program placement.
- Completion of all assessments needed and follow up during the program or school during the placement including: a visit to the school during the placement period.
- Provide correspondence with the family or student during time of agreement including monthly contacts with the family.
- Reviewing content of any psycho educational or psychological testing in helping the primary therapist assigned to the student.
- Family therapy or Coaching when the consultant is involved in the sessions.
- Meeting with admission or therapy staff to resolve any conflict resolution related to the students performance.
- The services will also include any another consultant task which the parties may agree

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on at the time of the agreement.

- The agreement will reflect the services of an Independent Educational Consultant outlined in our Standards of Good Practice.

TERMS OF THE AGREEMENT

1. The terms of the agreement will begin on DATE and end on DATE subject to termination by the client
2. In the event the other party wishes to terminate the agreement this must be done in writing or email within (3) three days of the initial agreement the CLIENT will inform the CONSULTANT.
3. Text messages are not acceptable as a form of correspondence.

PERFORMANCE

- 1 The parties agree to do everything necessary to ensure the terms of the agreement are satisfied.

CURRENCY

1. The currency for payment will be established through US currency and payment can be performed by the client through electronic transfer on our web site through Pay Pal other forms of payment must be in exchange rate of US currency.

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COMPENSATION

1. The client agrees to pay the following amount (AMOUNT) for services or compensation.
2. The client or clients also agrees to a pay the initial amount as a retainer fee for initial services.
3. The remaining balance will be determined and payable within 90 days after the student is enrolled in a school or program.
- 4, An invoice will be provided by the consultant for all transactions and the clients will submit the request through our online portal.
5. In the event the agreement is terminated by the client a fee will be prorated by the consultant.

FEES NOT COVERED IN THE AGREEMENT

Any associated fees with referrals for psychological testing, educational testing, equipment or uniforms by the the school and student fees or trips will be determined to be a part of school curriculum. or family therapy and tuition will be addressed by the consultant. The tuition fees by the school are not included in the contract agreement with the consultant but are billed separately by the school. The parent will be informed by the CONSULTANT of these cost and arrangements with the school including all transcript records or student records cost requested

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before the time of placement as part of admission fees for the student or equipment cost in a program which is not part of the consultant's fees.

Any transition fees associated with transition from one program to another will also be discussed prior to the placement at the time of the initial agreement. The consultant fee will include: the consultant fee stated in the agreement

BREACH OF AGREEMENT

1. When a student is placed in a school or program by the parent without the agreement between the consultant this is a breach of contract or the parent removes the student without consent or agreement by the school or program by notifying the consultant.
2. The consultant will work with the parent and student until the suitable placement has been established. The fees associated with boarding school and therapeutic boarding school placement will be discussed with the parent. Fees for in state and out of state placement or transition, international or college placement will also be discussed.
3. A student who is not a "good fit" for a program or school will be discussed by the Consultant with the parents.
4. A student determined by the CONSULTANT and schools to be a poor fit, or not able to enroll in a school, will be reassessed by the consultant. For example: "if a student refuses to go attend a school or program, or the parent is not accepting the school as a

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good match, or the school refuses admission to a program by the consultant.

5. We will continue to work with the CLIENT in the interest of a better placement .
6. However, in a situation where the student still might be a good fit, we will work with the family the placement. We will not insist that students attend a school or program nor will be make a recommendation which might not be in the best interest of the family. In this situation WHERE the parents OR parents are not in agreement to the judgment by the consultant for the placement, based on reviewing the students needs for the family.

7. The consultant will make the recommendation both to the school and the family

9, A scholarship or a reduction in tuition or increase in tuition the parent will be notified by the consultant and this will be according to the school policy.

REFUND POLICY

The CLIENT may request a refund for services, if the agreement between the consultant and the parents or student is breached. A breach of this agreement would be failure to pay for the consultant fees or removal of a student from a school or program without the consent of the school or the consultant.

CHECK PROCESSING

A check or electronic transfer can be made through the company. The agreement for full

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refund for payment for services is based on the conditions outlined in the refund policy. A CLIENT(S) requesting a refund for services based on the current contract agreement must comply with the refund policy. Therefore check processing would only apply to refunds.

INTERNATIONAL STUDENTS

The client must inform the consultant of the student's naturalized status if they were born outside the United States. In the case of a student not born in the United States the consultant will maintain confidentiality with the parents.

STUDENT RECORDS.

All school records can be obtained with an agreement by the parent and student and consultant, in agreement with The Family Rights and Education Act. This information will be obtained by a written release from the student or parent for records needed for the placement.

RELEASE OF INFORMATION

The CLIENT who agrees to share any information, with the consultant or schools must have a release form signed by the parent or parents in cases of a minor child. The consultant will discuss the release form with the parents and the agreement. The consultant will also share any information with the parent regarding school placement and records for the purpose of addressing his school placement, or relevant information therein. .

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Tuition and record fees, student insurance are separate fees related to the school. School records or medical records can be shared with other programs or admission officers and guidance counselors at the school and the educational consultant will advise the parent of this information at the time of the agreement. The information will be held in confidence by the consultant.

The CLIENT agrees to share any undisclosed information with the consultant before and after the placement.

TERMINATION OF AGREEMENT

Termination of this agreement means termination of the contract between the consultant and the parent and the student, when the parent leaves a program without notice.

Dismissed from a program or school due to behavior or academically poor performance does not receive reimbursement for fees incurred the parent or related to the placement by the consultant. The consultant is not responsible for the student poor grades not accomplishing or meeting goals addressed by the school or the academic curriculum addressed by the dean of academic affairs. The consultant is responsible for addressing the academic needs during the placement and afterwards.

TERMINATION FROM A SCHOOL OR PROGRAM

Student's terminated from school or program must be advised the consultant. The school

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must follow the guidelines by the admission policy or the school. Educational Planning and Counseling Services will notify the parents of all suspensions in writing. Termination of a student from a school or program does not mean termination of the contract agreement by the consultant and the parent or parents. The consultant will not terminate the contract with the parent or student when there is not a conflict of interest identified by the consultant. A conflict of interest by the consultant will be discussed with the parent prior to dissolving the contract agreement.

PAYMENT FOR SERVICES

Payment for placement can be made payable on line through electronic transfer. We can also accept major credit cards for processing. Payment can be made by check or money order to the address below

ADDRESS OF THE CONSULTANT

Educational Planning and Counseling Services

Kenneth Davis MA Ed Educational Consultant

22716 North Arrellega Drive

Sun City West 85375

Contact Number: 623 332-4007

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educationalplanning28@gmail.com

TESTING

1. Testing, online consultation or other services will be discussed with the student or parent. The consultant will advise parents of students who needs or has specific service needs including: consultation by another consultant or psychological evaluation or academic or medical testing. All testing fees will be discussed with the parents. Any pre testing will also be discussed including medical evaluation before entering a wilderness program or any concerns by the program.

ILLEGAL MISREPRESENTATION OF CITIZENSHIP

Any CLIENT who illegally misrepresents themselves in this contract will no longer receive services by our Consultant. Any misrepresentation of the citizenship by the parent or student will result in discharge of services by the consultant.

PAYMENT OPTIONS:

Fees can be paid electronically using our site on PayPal. The leading institution, which provides the funding, can also send the payment directly to the consultant. Fees for each school will be disclosed to the parent and student by the consultant prior to the time of placement. Any application fees will be discussed and financial aid or placement cost or scholarships will also be reviewed by our consultant and the parent.

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EXECLUTION OF THE AGREEMENT

By signing this agreement electronically or written the client agrees to executed by both parties as the effective DATE and will be governed by the State of Arizona and Maricopa County shall be sole and exclusive form of resolution of all disputes arising for this agreement.

Furthermore the CLIENT has read and understands the agreement and has received a copy of the agreement and agrees to all terms and conditions therein. The parent has also read the agreement and agrees to the terms and conditions.

Signature required

Parent (s) Signature

Date of Signature _____

Consultant Signature

Date of Signature

Kenneth Davis MA Ed CTRS

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DATE

PARENT CONSENT AND RELEASE OF INFORMATION FORM

THE RELEASE OF INFORMATION

The following parent(s) or legal guardian _____ agrees to provide information on their child _____ to Educational Planning & Counseling Services, for the purpose of a placement or school or program. This release also applies to obtaining information from the home school or district or to discuss with the agency following student.

INFORMATION NEEDED

The information needed by the consultant is for school placement or for requesting commutation regarding a student. The parent(s) agreement is between the consultant and the school or administration requesting the release of information. This will be obtain or provide these records, psychological reports, educational records, records of attendance or to have direct correspondence with the administrator of the school or the district, and the consultant.

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COMPLIANCE WITH THE LAW AND CONFIDENTIALITY

This agreement in will be in compliance with all laws and HIPPA regulation in regarding the Health Care Portability Act the [Family Education and Privacy Act](#). Or the Department to f Education or the school district will also apply to information sharing with the school and the consultant, which addresses information provided to a health care provider or an individual who placed at a facility that provides health care services

This requested information by a consultant only applies to information related to legal or information sharing in the placement. This includes: psychologist or health care records or record by the court, provided to the consultant in a juvenile facility or related institution. All information will not be share with any other family **members without a verbal or written** consent of the parties which have entered the agreement.

SIGNATURE BY THE PARENT OR GUARDIAN

Parent or Parents Signature

Date

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