

# EDUCATIONAL PLANNING AND COUNSELING SERVICES

## CONTRACTUAL AGREEMENT

### FEE AGREEMENT FOR EDUCATIONAL CONSULTANT SERVICES

This ( "consulting agreement") is entered into by the client (s) \_\_\_\_\_ on this effective date \_\_\_\_\_. The terms client will apply to the parent representing the student and conditions of this consultant/client agreement related to educational consulting services. The consultant who is representing Educational Planning and Counseling Services, LLC or its owner, agrees to provide these services to client according to the terms and conditions below.

#### AGREEMENT

A client agrees to pay a fee of \_\_\_\_\_ for placement in a school or program. This fee will apply to the following student \_\_\_\_\_. and will be paid to the consultant at the time of entering the agreement.

#### RETAINER FEE

The client agrees to pay a retainer fee of \_\_\_\_\_ for placement. This fee is non refundable to the client and will be used to begin the process of working with the consultant. The retainer fee must be paid in advanced before services are rendered.

#### THE AGREEMENT

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The consultant will discuss all options available to the family at the time of this agreement and the terms and conditions will be explained. The client./consultant relationship will be one of a professional nature. The consultant will discuss fees and payment options with the family related to school or program. All correspondence with the school will address the needs of the child during the placement. The consultant will explain these contacts and needs as it related to therapeutic intervention or placement. The philosophy or mission of any school or program will be discussed with the parent before any final decision is made. The consultant will review the school tuition, fees, transportation fees, tours, boarding and travel fees, insurance, scholarships or financial program cost, equipment, or scholarships available during the process of working with the consultant.

All resources educational and psychological or medical reports, IEP's defined as individual educational plans of each student with special needs or any issues related to the placement of the child. Additionally when there is placement at a program, the start of the program and its requirements will be explained. Where insurance or co payment for cost of the placement is involved, the consultant will discuss in detail this with the client and those fees not included in the tuition of program cost: including housing or equipment or supply expenses therein.

In this agreement, the consultant will disclose any or all of the cost made by the consultant including balances or invoices. Any correspondence through faxing or cellular telephone correspondence, or electronic device, text messaging, personal expense of travel, gratuities,

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tours for the family, conference calls, medical or counseling fees or therapy sessions will also be discussed with the client. This also include: those fees which are related to transport fees, registration fees, cost outside related to this agreement as it applies to working with the consultant.

The client(s) agrees to meet with the consultant to discuss all details of this agreement and will not enter into another agreement with another party upon or prior to entering the agreement without discussion and any details with the consultant. The client(s) having full knowledge of this agreement will address any concerns they have with the consultant either by phone or in person, before signing the agreement. The agreement is for a one year period after the student leaves the program. No additional fees will be charged to the client unless they exceed the initial agreement. All fees will also be reviewed and disclosed by the consultant at the time of entering into this agreement.

The client will be informed by the consultant of any insurance cost which might be covered in the program or any possibility of reimbursements part of the placement. The client also agrees there are no guarantees by the consultant or the school in the placement or acceptance in a school or program.

### **BREACH OF CONTRACT**

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A breach in contract between the consultant, would only apply when the client removes the student from the schools or program without contacting the consultant. This would also apply to a client who enters into an agreement with another party at the time of the agreement with the consultant. The consultant will work with the parent and student until the suitable placement has been established as long as the client is agreeable. However, if the party enters into another agreement without the consent or knowledge of the consultant, and there is not a mutual agreement, this is considered a breach of the agreement. Fees for in state and out of state placement or transition placement will be discussed, including international or college or summer boarding school placement. All of these details will be discussed by our consultant before entering the agreement.

A student who is "not a good fit" for a program or school will be discussed by the consultant with the family. A student determined by the consultant or the client to be a poor fit, or not able to enroll in a school, will be reassessed by the consultant for a future placement. For example: "if a student refuses to attend a school or program, or the parent is not accepting the school as a good match, or the school refuses admission to a program the consultant will continue to work with the family or the client in the placement as long as the agreement is mutual

However, in a situation where the student refuses and still might be a good fit, we will work with the student and parents in the placement. We will not insist that students attend a school or program nor will we make a recommendation which might not be in the best interest of the

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student. In this situation the parents not in agreement to the judgment by the consultant will make the independent recommendation to the client.

A client who is dropped from a program or expulsion from a program was the result of non compliance to rules in a school or program will not be continued by the consultant when there is a breach of contract. in the agreement. The client also agrees in these cases, where a transition program is recommended, no additional fee will charged by the consultant, unless they is a additional cost or the breach of the agreement after the final placement has been denied..

The consultant, also has the right to discontinue services, when the student or client decides leaves the program. This would be without the consent by the consultant or parent taking the student from the program, or is a “runs away” from a program. This is applicable situation to mostly therapeutic boarding school placement would apply. Not in a traditional boarding school placement. The client agrees to work with the consultant in these cases in maintaining the safety of the child as well as while the student is in the program. The clients also agrees to keep in contact with the consultant in these special circumstances.

The agreement will be honored, as long as there is a placement opportunity available at the school or program. The breach of this agreement exists between the parent and the student student and the consultant when there is no payment of fees.

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.. The consultant agrees to provide services as long as there is no breach in this agreement or the client does not represent themselves truthfully. This means if a client uses a false or misleading name, or request another individual to represent themselves, the consultant will not be held liable to the agreement or to the school. The relationship between the school and the consultant does not determining acceptance or denial, therefore this is not a breach of the agreement in this case. A failure to provide the correct signature of the agreement or signature by another individual would be considered a breach of agreement or falsification of documents. or academic records..

### PAYMENT OF FEES TO THE CONSULTANT

The client agrees to pay the fees to our consultant at the time of entering the agreement and all fees can be made by credit card, online banking, bank draft, or pay pal or money order in accordance to the international exchange or banking regulations. In the case of a client living outside the United States all exchange rates will apply.. All fees must be paid to our consultant for domestic and international clients, according to those banking polices or money order transaction which have been established by the consultant..

### REFUND POLICY

The client may request a refund for services, within 5 days of the placement. This refund request must be in writing to the consultant within ( 5) business days. The consultant can make

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the refund by the credit card processing or check to the client. In case of a hold by the online payment system, an agreement with those policies are withstanding..

#### INTERNATIONAL STUDENTS

A client who is international parent agrees to pay a fee of \_\_\_\_\_ at the time of this agreement. This fee applies to any client who is not a naturalized citizen of the United States. Each client in this category can be retained for services by our consultant, after a signature verification of citizenship. The consultant will be permitted to obtain necessary documentation or legal paperwork permitting application for a school with full time student status. A valid 1- 20 Visa must be submitted for application to a boarding school or programs. The client agrees to explain their status to the consultant before enrollment in a school or program is recommended. The client who has not been granted international student admission status as a full time student will be advised by the consultant on their options.

A client who is requesting services as an active duty military personnel or in the military or civilian services, agrees to allow the consultant to contact military personnel after they have been retained as needed. In the boarding school or therapeutic boarding school or college placement, the consultant will notify the commanding officer in writing or the military personnel to confirm station of current location. Most military parents who are abroad may need at least 3 months for all documents to be processed for a placement, therefore this might be

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requested by the consultant.. The consultant will work with the family during this extended time at no additional cost to the client. The consultant will explain all fees which apply.

#### **CONFIDENTIALITY**

The client agrees to maintain confidentiality of all school and medical records and sharing of this information with other professionals. The consultant working on behalf of the client will not request any school or medical records without the permission of the parent or legal guardian. All school records obtained for this purpose will be used for evaluation or determination of the students needs. The consultant will not obtained information without consent and agreement of the client/parent..

The client agrees to allow the consultant to review these documents and obtain the necessary information including: academic records, psychological reports, attendance and court records, suspensions, or behavioral plans which have been implemented by the home school or facility when needed. The client also agrees to have this information sent electronically or by mail to the consultant for review.

#### **TERMINATION OF THE AGREEMENT**

When the termination of the agreement occurs, the parent must inform the consultant in writing, This means, correspondence in writing must occur with the consultant when a decision is been made to "pull the student out" of a program. The client will not terminate the contract



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voluntarily, unless there is a conflict of interest identified by the consultant and client and there is not a mutual agreement between the consultant and client. A conflict of interest by the consultant will be discussed with the parent prior to dissolving this agreement and the consultant must be advised in advance. in writing or telephone or email correspondence. When there is no agreement by client and the consultant, nor documentation in writing agreed termination can be reached as long as it is mutual.

### **PAYMENT FOR SERVICES**

The client agrees to make payment on line or electronically or via check or money order or bank draft or pay pal. Payment can be made by check or money order to the address below: The client will receive an online invoice in the case of online banking transactions. All payment can be made on line to our consultant or sent to our mailing address or email address or faxed in the case of a need to address payment or options therein.

Educational Planning and Counseling Services

Kenneth Davis MA Ed Educational Consultant

13532 West White Rock Drive

Sun City West, Arizona 85375

**This payment agreement can be faxed to 1-623 399-1010**

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educationalplanning@hotmail.com

#### ILEGIAL MISREPRESENTATION OF CITIZENSHIP

A client who illegally represents themselves in the agreement will no longer receive services by the company. Any misrepresentation of the citizenship or legal consequence will be consider mis representation by the client. A client who misrepresents themselves in a banking transotaciotn will also not be continued as a client in this agreement.

#### EXECUTION OF THE AGREEMENT

This agreement executed as the effective date\_\_\_\_\_ 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. The client or clients have read and understands this agreement and will receive a copy of the agreement on this date\_\_\_\_\_ The client agrees to all the terms and conditions

We understand and accept the terms and conditions of this fee agreement and the terms and conditions therein.

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Student Name Client

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Parent Signature

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Printed Name of Non-Custodial Parent

Guardian

Email or phone

Mailing Address

City/State/Country/ Zip Code

Telephone

email

Kenneth Davis MA Ed CTRS

Educational Consultant

Please sign the document electronically and forward all fees to this agreement after you have received an invoice. Payment is due 10 days after receipt of the invoice. A copy of this agreement will be provided to each client for their file. Any payment arrangement must be discussed before entering this agreement. All agreement must be in compliance to our business practices..

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Thanks you kindly for considering our services!

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CONFIDENTIAL

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#### PARENT CONSENT AND RELEASE OF INFORMATION FORM

#### THE RELEASE OF INFORMATION FORM

#### AGREEMENT FOR RELEASE OF INFORMATION

The client agrees to allow the consultant to request information in the interest of the placement of the student. This agreement is between the following parent or parents

\_\_\_\_\_ This allows the consultant to obtain information by consent of this parent related to the our services. This information will be used by the consultant representing the client. This release allows our consultant to discuss with the health or legal representative, school, educator, psychologist or anyone representing the student s interest and welfare.

#### THE STUDENT

The following student records \_\_\_\_\_ are being requested by the consultant. The parent has given consent for these records to be sent to the educational

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consultant for review. The date of birth is \_\_\_\_\_ and the place of birth are also identified by the parents \_\_\_\_\_.

#### INFORMATION NEEDED

The following information is needed by the consultant includes: school records, medical or psychological reports, detention reports, juvenile , criminal or records of suspensions, academic and psychological reports, IEP records, attendance records, or any records related to the students performance in school or records which might apply to the students ability to perform in school or those challenges related to special needs, or academic testing

#### CONFIDENTIALITY

The confidentiality of this agreement will be held between the client and the consultant who is representing Educational Planning and Counseling Services, LLC and having agreed to these terms with client or parent(s).we will advice our client of any records received and discuss concerns involved or unresolved in the placement. including residential treatment programs, wilderness programs, family sessions or visits, conference calls, or correspondence with the school affecting decision making in the placement by the parent, programs, or confidential information shared by the consultant

Signature of Parent or Client

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\_\_\_\_\_

Non Custodial Parent Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature of Educational Consultant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultants Signature

Date

Kenneth Davis, MA Ed CTRS

Independent Educational Consultant

Owner of the Business