



SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of **March 07, 2024** by and between **Perris Union High School District**, (“**PUHSD**”), whose address is **155 E 4th Street, Perris, CA 92570** and **Every Special Child LLC**.(the “**ESC**”) whose address is **288 Durham Avenue Metuchen, NJ 08840** (collectively referred to herein as the “**ESC**”).

THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth in this Agreement, the Parties agree as follows:

1. **CONTRACT PERIOD:** The “**ESC**” work as specified in this agreement shall commence on Date as specified in Appendix-A:
2. **COMPENSATION:** For the full performance of this agreement, the “**PUHSD**” shall pay the “**ESC**” as follows:
Consultant’s Fee:
 - a)For ESC rates: Rate as Specified in Appendix A
 - b)ESC will work for 36 Billable hours per week
 - c)School shall not be liable to pay for school holidays
3. **SERVICES TO BE PROVIDED:** “**ESC**” shall assist with the provision of special education and/or related special needs services including but not limited to, provide Students with special education needs or require an Individualized Education Program (“**IEP**”); provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.
4. **DISTRICT’S RESPONSIBILITIES:** In consideration of the provision of the “**ESC**” Services under the terms of this Agreement “**PUHSD**” agrees to pay the “**ESC**” for the invoiced costs associated with providing education and related services, within thirty days (**30**) of receipt of an invoice for the services.
5. **FINGERPRINT:** This contract is subject to the provisions of Education Code Section 45125.1. Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract. This contract is subject to the provisions of Education Code Section 45125.1. Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the district that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

Every Special Child, LLC 288 Durham Avenue, Metuchen, NJ 08840



EVERY SPECIAL CHILD

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6. **NON-SOLICITATION:** Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.
7. **CONFIDENTIALITY OF RECORDS:** “ESC” will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. The Parties agree that, while “ESC” will be authorized to use student education records to the full extent permitted by Applicable Law, “ESC” does not possess an ownership interest in such records.
8. **EMPLOYEES DEEMED TO BE CONSULTANTS:** Employees or Independent Contractors of “ESC” engaged in performing the Services shall be considered to be providing such Services to “PUHSD” as its consultants. Under no circumstances (including federal, state and local law) shall such employees or Independent Contractors be considered to be employees or Independent Contractors of “PUHSD” or any of its subsidiaries.
9. **INDEPENDENT CONTRACTOR:** In performing the Services, each Party shall be an independent contractor and neither Party shall be deemed to be an agent, partner or co-venturer of the other due to the terms and provisions of this Agreement. For the avoidance of doubt, neither Party nor any of its employees, partners, officers or agents shall have any right, power or authority to bind the other Party in any manner whatsoever, except at the express instruction of such other Party.
10. **COOPERATION AND DISPUTE RESOLUTION:** “ESC” and “PUHSD” shall appoint a point of contact, respectively, to coordinate the provision of Services (such person, a “Service Coordinator”). Service Coordinator shall have the authority and responsibility to represent in relation to this Agreement and make appropriate decisions on day-to-day issues subject to the terms of this Agreement; coordinate the technical aspects of the Services and consult on the operation and management of the Services; monitor and compliance with its obligations under this Agreement and review the performance of the Services; and resolve any dispute between the Parties. Each of the Parties shall have the right to change its Service Coordinators at any time by providing written notice to the other Party.
11. **BOOKS AND RECORDS:** During the Term and for two (2) years following the termination of this Agreement (or such shorter period of time agreed to in writing by the Parties), each Party shall in the ordinary course of business and consistent with past practice keep books and records of the Services provided and reasonable supporting documentation of all charges incurred in connection with providing such Services, and shall make such books and records available to the other Party and its representatives, upon reasonable notice, during normal business hours, and as necessary to comply with any compelled disclosure or other circumstances in which information regarding the Services is required by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body.
12. **AGREEMENTS WITH THIRD PARTIES:** “PUHSD” represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
13. **TERMINATION:** Either Party may terminate this Agreement at any time with thirty (30) calendar day written notice prior to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, or obligation contained in this Agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

Every Special Child, LLC 288 Durham Avenue, Metuchen, NJ 08840

Phone: (800) 671-2654

Fax: (323) 302-4413

www.everyspecialchild.com



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- 15. **MODIFICATION:** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- 16. **SEVERABILITY:** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.
- 17. **INSTRUCTIONAL TOOLS AND MATERIALS:** Any instructional tools, supplies and equipment, including without limitation textbooks and multi-media teaching tools determines in its discretion to be necessary to deliver the Educational Program for the job shall be provided by "PUHSD".
- 18. **TIMESHEET:** Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15days. After 15days ESC has all the rights to raise invoices in full as per the countersigned timesheet.

IN WITNESS WHERE of this Agreement contains the entire understanding between the parties and all prior negotiations and agreements are merged herein the Parties have executed this Agreement. The signatures below signify both an understanding and acceptance of the contract provisions.

EVERY SPECIAL CHILD. LLC:

NAME: Huma I Thekedar	JOB TITLE: President	DATE: March 07, 2024
SIGNATURE: <small>Huma. I. T (Mar 7, 2024 12:35 EST)</small>	PHONE: (800) 671-2654 Ext: 102	E-MAIL: hr@everyspecialchild.com

PERRIS UNION HIGH SCHOOL DISTRICT:

NAME:	JOB TITLE:	DATE:
SIGNATURE	PHONE:	E-MAIL:

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APPENDIX – A

CANDIDATE NAME	Susan A. Qian
SERVICES	Special Education Teacher
PAY RATE FOR SERVICES	\$85 Per Hour
CONTRACT TERM	School Year 2023-24
START DATE	TBD
END DATE	June 07th 2024
SERVICE TIME/HOURS	36 Billable Hours Per Week

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ESC Agreement -Perris, CA

Final Audit Report

2024-03-07

Created:	2024-03-07
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"ESC Agreement -Perris, CA" History

-  Document created by Every Special Child (s.hasan@everyspecialchild.com)
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-  Signer huma.thekekar@everyspecialchild.com entered name at signing as Huma. I. T
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