

## EDUCATIONAL PLANNING AND COUNSELING SERVICES

### CONTRACTUAL AGREEMENT

Kenneth Davis MA Ed Educational Consultant

This (“agreement“) is entered into by the parent(s) or legal guardian \_\_\_\_\_ on the ( effective date”) \_\_\_\_\_ The CLIENT (s) agrees to all terms or conditions of this agreement. The terms and conditions are outlined in the agreement below by the consultant representing Educational Planning and Counseling Services LLC and its owner according to the following

#### **THE AGREEMENT**

The CLIENT agrees to a pay a fee for service for the purpose of placement in a school or program. The fees are described in the agreement and reflects the services rendered by the consultant. The consultant agrees to explain this agreement but does not guarantee that a student will be accepted in a school or program. The consultant also agrees with the contract by the family work on behalf of the student or family in accordance to the fees established in this agreement.

The CLIENT (s) having full knowledge of this, will be retained and charged a fee based by the services rendered. The fees will be discussed at the time of entering the agreement and charges therein. The fees or rate will also include full disclosure of the cost of all services, at the time of this agreement, including, but not limited to requesting educational records, review

## EDUCATIONAL PLANNING AND COUNSELING SERVICES

### CONTRACTUAL AGREEMENT

by the consultant before researching a school or program, using these cost to be part of the agreement..

Fees associated with: correspondence with schools, faxing or telephone correspondence, or electronic messaging, air travel, gratitude's and other travel cost will be explained to the parent or client at the same time.

The CLIENT agrees to meet with the consultant to discuss these details including those arrangements which involve the placement, transporting the student or visiting a school or program at the time or during the agreement. The consultants will discuss transition fees associated with a transport services to a program and explain this to the parent or parents or legal guardian. These fees are separate to the consultants fees. and will be discussed with the parent(s) at the time of the initial agreement, based on the needs of the student.

Any fees incurred by referrals for psychological testing, educational testing or family therapy and tuition will be also be discussed by the consultant with the family or the parent at the same time. The consultant will make the referrals for educational testing and psychological testing if needed. The tuition fees by the school are not included in the contract agreement. these fees are billed separately by the school. The parent will be informed by the consultant of these cost and arrangements with the school.

## EDUCATIONAL PLANNING AND COUNSELING SERVICES

### CONTRACTUAL AGREEMENT

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. When a student is placed in a school or program by the parent without the agreement between the consultants, the consultant will consider this a breach of contract. 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.

A student who is not a good fit for a program or school will be discussed by the consultant and with the parents. 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 good match, or the school refuses admission to a program the consultant will continue to work with the fail or CLIENT in the placement

However, in a situation where the student still might be a good fit, we will work with the CLIENT in 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 FAMILY. In this situation WHERE the parents OR parents are not in agreement to the judgment by the consultant for the

## EDUCATIONAL PLANNING AND COUNSELING SERVICES

### CONTRACTUAL AGREEMENT

placement, based on reviewing the students needs for the placement, the consultant will make the 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 polices, or his/her behavior at the school was not acceptable, to the school or the consultant will receive notice by our services to work with the parents to find a suitable placement in another school or program. The CLIENT who is in transition program will not be charged a fee unless they are in breach of the contract agreement after of before the placement.

The consultant has the right to discontinue services, if the student leaves the program without the consent of the school or parent takes the student from the program, or is a “runs away” from a program This is applicable to mostly therapeutic boarding school placements, not normally a part of traditional boarding schools or military or single gender boarding schools.

The agreement will be honored, as long as there is a placement opportunity available and the student or parent agrees to the placement. The agreement no longer exists between the parent, student and the consultant if the agreement is breached by the student or the parent for nonpayment of fees.

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

Schools having restrictions to this contractual agreement with the CLIENT also applies to the agreement with the consultant. This means if a school refuses to accept a student in a program, due to unusual circumstances, the consultant will not be liable to the agreement. . When there is a scholarship or a reduction in tuition or increase in tuition the parent will be notified by the consultant, according to the school policy.

### **RETAINER FEE**

THE CLIENT(s) having agreed an established fee or fees (s) will pay a retainer fee of **(\$1,500.00)** one thousand five hundred dollars to be requested by the consultant upon entering the agreement. This fee will cover the initial services by the consultant, and must be paid before any services are rendered.

### **THE PLACEMENT FEE**

A placement fee of **(\$4,500.00)** three thousand five hundred dollars will be established as the fee for the actual placement. The retainer fee will be deducted from the cost of the fee and payable within 10 days of the placement.

### **FEES FOR A STUDENT WHO TRANSITIONS IN PROGRAMS**

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

When a student transitions from one program to another a fee is charged (**\$1,500**) will be added to the current placement fees if the transition is unrelated to the current placement and the current placement results from removal by the parents in the program.

Private school placement fees will also apply to the CLIENT requesting to move to a private school from a regular boarding school or in a therapeutic boarding placement and transition from a wilderness program to a therapeutic school placement, when the student involuntarily leaves the program or is removed by the parent.

### **CLIENT ACCEPTANCE FOR PAYMENT OF FEES TO THE CONSULTANT**

The CLIENT cannot offer fees in exchange for services for travel or hotel in exchange for services. The fess is established and reflects the business relationship with the CLIENT and the consultant. No fees additional to the contract will be made by the consultant and all fees will be disclosed at the time of the agreement. The consultant does not accept **any** form of payment by the school in exchange for services provided by the CLIENT or the school

### **REFUND POLICY**

The CLIENT may request a refund for services, if the agreement between the consultant and the parents or student is breached. This means, that if the parent is not in agreement with the consultant regarding services or fees provided, or the consultant fails to provide the services as

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

stated in the contract agreement, the parent (s) or student may request a full refund. This refund request must be in writing to the consultant within ( 5) business days after the placement or when the placement occurs. The consultant can make the refund by the credit card processing or check. A check or money order or electronic transfer will be made at this time. The agreement is based on the conditions outlined in the refund policy. .

### **INTERNATIONAL STUDENTS**

International Student placement will cost **(\$5,500)** International student's fees are established based on placement, not based on non-associated business. The parent cannot negotiate the fees by the consultant for an international student based on where the parent wants the student to be placed. The consultant will agree with the parent to place the student if the placement is a correct placement option determined by the parent and the consultant. A student who is not a legal immigrant needs to obtain the necessary documentation by the immigrations officer or consulate permitting application for a school. A 1- 20 Visa must be submitted for application to a boarding school or program or college. These fees are NOT negotiable with the consultant or associated with the contract agreement. The international student or parent or guardian or consultant does not determine this status of admission or school acceptance. The school placement application varies with each school. All international students are admitted and accepted to a school based on the schools admission policy.

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

International students must have a student visa or I-20 Visa to be granted by the visiting country to study abroad and agreed by the United States State Department Immigration and Naturalization and US State Department.

The (CLIENT) not who has not been granted international student admission status will be advised by the consultant on their options. The admission policies of the school will be discussed by the consultant, regarding this process. The consultant also agrees to inform the parent of ANY information related to the application process as it applies to the student or the application process. Students who request services for application to a school must allow the consultant to work with the school on the admission process and agrees to be in compliance with all immigrations issues for placement.

### **MILITARY PARENTS WHO ARE BEING DEPLOYED AND REQUESTING SERVICES IN SCHOOL PLACEMENT**

A CLIENT who has a child who needs placement in a school or program with the authorization by a military personal must inform the consultant of the date of deployment and the designated guardian of the student. The consultant will make arrangement with the parent to address the placement options and the contact military personnel. The base where the officer is stationed will also be informed of the student placement along with the commanding officer. The Educational Consultant will charge a fee for case management of the student on a month basis

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

**(\$800.00)** per month for the services to keep the parent informed of the placement and the needs of the student, which is part of the fee. The boarding school or therapeutic boarding school or college will be contacted by the consultant to address any areas of placement needed by the parent or student within a reasonable time frame. Most military parents need at least 3 months for all documents to be processed. This also includes international students. When travel is needed to complete this document the consultant will advise the parent and make arrangements to address the student placement.

All contractual agreement applies to ALL international students regardless of placement or school. There is no variance in consultant fees for a school or program within the continental United States or Canada or other countries.

The CLIENT fees are established for all territories of the United States and all fees apply all countries and international students based on US currency. The CLIENT (s) will be made aware, that there is no guaranteed acceptance or denial in a school or program and that payment is the same for all students for our services. Payment can only be made in US Currency.

### **CONFIDENTIALITY**

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

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

written release from the student or parent for records needed for the placement. The consultant will offer a release form signed by the CLIENT (S) in obtaining information from a school or program. This information is held has confidential between the school and the consultant and the parent. Any other information requested by a professional: psychologists, admission counselor, or faculty has to be obtained with the permission of the student or parents.

The CLIENT agrees to allow the consultant to obtain the necessary information from the student, parent or legal guardian. This can include: from the previous school or current school of interest and present or past schools. ALL information will be held in confidence and: academic records, psychological reports, attendance and court records will not be obtained without the consent of the parent or legal guardian,

### **RELEASE OF INFORMATION**

The CLIENT who agrees to share any information, with the consultant or schools must have a release form THE PARENT OR GUARDIAN. The consultant will discuss the INFORMATION with the parents and the consent or release of information agreement. The consultant will also share any information with the parent regarding school placement and records for the purpose of addressing his school placement. .

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

Tuition and record fees, student insurance are separate fees related to the school. School records or medical records can be shared with other program or admission officers and guidance counselors at the school and the educational consultant.

The CLIENT agrees to share information with the consultant. CLIENT(s) voluntarily leaving a program or parents request termination from a program, must advise the consultant before leaving the program. Termination of this agreement means termination of the contract between the consultant and the parent and the student.

The CLIENT agrees that there is no reimbursement for fees or services to Educational Planning Services when a student “pulls out of the school program” or if the student leaves the school. Dismissed from a program or school due to behavior or academically poor performance does not receive reimbursement for fees incurred or related to the placement by the consultant. The consultant is not responsible for termination of the contract between the schools.

### **TERMINATION FROM A SCHOOL OR PROGRAM**

Student's terminated from school or program must advise the consultant. The school must follow the guidelines by the admission policy of 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 means termination of the contract agreement by the consultant

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

and the parent or student. . 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 by check or money order to the address below:

Educational Planning and Counseling Services

Kenneth Davis MA Ed Educational Consultant

13532 West White Rock Drive

Sun City West, Arizona

**Please fax this agreement to the fax on our web site**

[educationalplanning@hotmail.com](mailto:educationalplanning@hotmail.com)

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

All contract agreements will be stated in the agreement. Fees will be itemized for ALL parents or students including: college level placement or international placement or domestic placements.

### **ILEGIAL MISREPRESENTATION OF CITIZENSHIP**

A CLIENT who illegally represents themselves in this contract agreement will no longer receive services by the company. Any misrepresentation of the citizenship by the parent or student will result is discharge of services

### **PAYMENT IN ADVANCE OR PAYMENT WITH A LENDERS**

Fees can be paid in advanced by the parent either checks or money order. The leading institution, which provides the loan, 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 the consultant and the parent or the student.

The CLIENT agrees upon entering into this contract agreement will be the responsible parties(s), as signed, according to the agreement shall be made aware of ALL services at the time of entering into this contract. This agreement executed as the effective date will be governed by

**EDUCATIONAL PLANNING AND COUNSELING SERVICES**

**CONTRACTUAL AGREEMENT**

the State of Arizona and Maricopa County shall be sole and exclusive form of resolution of all disputes arising for this agreement.

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

\_\_\_\_\_  
Responsible Parent or Family Member

\_\_\_\_\_  
Date of Signature

Printed Name \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Non-Custodial Parent

\_\_\_\_\_  
Guardian

\_\_\_\_\_  
Country and Place of Native Birth

\_\_\_\_\_  
Email or phone

**EDUCATIONAL PLANNING AND COUNSELING SERVICES**

**CONTRACTUAL AGREEMENT**

---

Mailing Address

City/State/Country/ Zip Code

---

Telephone

---

Kenneth Davis MA Ed CTRS

December 1, 2009

---

Educational Consultant

Date

This is an electronic version of the contract agreement. Please sign the hard copy and forward the retainer fee to the address listed in the contract. Please read the agreement. If you have any questions please feel free to contact us before sending the contract and fees. A check payable for the amount of (\$1,500.00) one thousand dollars can accompany this agreement and forwarded to this address above. All other fees are due before or within 10 days after receiving an acceptance letter by the school or program.

**EDUCATIONAL PLANNING AND COUNSELING SERVICES**

**CONTRACTUAL AGREEMENT**

Thanks you kindly for considering our services!

\

**PARENT CONSENT AND RELEASE OF INFORMATION FORM**

**THE RELEASE OF INFORMTION**

The following parent(s) or legal guardian \_\_\_\_\_ agrees to provide information to Educational Planning& Counseling Services, for the purpose of a **placement or school or program or to discuss with the agency the placement needs of the following student.**

## **EDUCATIONAL PLANNING AND COUNSELING SERVICES**

### **CONTRACTUAL AGREEMENT**

#### **THE STUDENT**

The following student records \_\_\_\_\_ are being requested by our Educational Consultant. This request made by the consultant is to discuss with the parents' permission the records and give release of this information to Educational Planning and Counseling Services.

#### **INFORMATION NEEDED**

The information needed or commutation regarding this student is needed by our services to help in the placement. The parent agreement is between the consultant and the school or administration requesting the release of information is agreed by the parents signature. 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.

#### **THE AGREEMENT**

The agreement is to provide this information to the consultant and to share this information with the school which the parents have selected. All information will be held in confidence and will be used to this purpose only. Information requested by the parent(s).will advice the school

## EDUCATIONAL PLANNING AND COUNSELING SERVICES

### CONTRACTUAL AGREEMENT

district or agency involved in the placement of any Educational, Psychological or Medical records needed.

### COMPLIANCE WITH THE LAW AND CONFIDENTIALITY

This agreement in will be in compliance with all laws including: The [Family Education and Privacy Act](#), The Department of Education, The Education Act and the Health Information Portability and Accountability Act. or other private or public entities that require compliance to the protection of privacy. This requested information by a consultant applies to any legal entity and the information courts request. This includes: psychologist or health care records or record by the court, criminal records, medical records, juvenile facility records or related institution in the protection of the public. Any information shared by the consultant to any school or program will not be without the consent of the parent or legal guardian and held in confidence with the school. Any school district that request information must be done with the consent of the parents and student. 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 of the Parent or Legal Guardian

Name (s) Please print

**EDUCATIONAL PLANNING AND COUNSELING SERVICES**

**CONTRACTUAL AGREEMENT**

---

Signature

---

Date