



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

| | |
|---------------------|--|
| Board Agenda Item # | II D |
| Date: | April 21, 2016 |
| To: | Magnolia Board of Directors |
| From: | Caprice Young, Ed.D., CEO & Superintendent |
| Staff Lead: | Kelly Hourigan, Chief Operations Officer |
| RE: | EdLogical – Special Education Provider |

Proposed Board Recommendation

I move that the board approve the contract for EdLogical Inc. to continue to provide special education services for Magnolia Science Academy 1-8 and Santa Ana for the 2016-2017 and 2017-2018 school year.

Background

We obtained three bids for special education services for the 2015-2016 school year. The committee reviewed the bids and chose to work with EdLogical. EdLogical is a state approved Non Public Agency that provides special education services to schools. Services can include psychological assessments, speech therapy, adaptive physical education, speech therapy, occupational therapy, health screenings, etc. as aligned with a students individualized education plan.

This agreement is a two year term where the rates for services are locked in for two years to cover the 2016-2017 and 2017-2018 school year.

Magnolia Public Schools has been working with EdLogical for over five years and have been extremely happy with their level of professionalism, ability to meet timelines and their sincere care for serving students with special needs. Current special education leaders were included in the committee to assure staff are happy with their services.

Budget Implications

Special education services are budgeted in each of the schools budgets. EdLogical provided Magnolia Public Schools with the most competitive bid for service costs.

Name of Staff Originator:

Kelly Hourigan, Chief Operations Officer

Attachments

Two year agreement from Edlogical



EdLogical Group Corp.

111 West Ocean Blvd. 4FL

Long Beach, CA 90802

Phone: 424-247-5530 Fax: 951-552-1963

Ms. Hourigan,

EdLogical would like to thank Magnolia Public Schools for partnering with us for the past few years. We feel very fortunate that Magnolia Public Schools has chosen us to provide special education services for your schools. EdLogical would like to offer Magnolia the opportunity for a two year service agreement with no rate increase during the term of the agreement. This would give Magnolia Public Schools the opportunity to continue with the same service rates from June 2016 through June 30, 2018 as well have the continuity of special education staff and services for your students.

Thank you for the consideration and also the opportunity to partner with Magnolia Public Schools. We feel that Magnolia Public Schools are second to none within the charter community and are proud to be working with your students, parents and staff.

Thank You

Hector Valentin
Chief Business Officer
EdLogical Group Corp



2016-2018

SPECIAL EDUCATION SERVICE AGREEMENT

Magnolia Public Schools

MAS 1 –MSA 8 & MSA-SA

&

EdLogical Group Corp

EdLogical Group Corp
TERMS OF SERVICE AGREEMENT

This Agreement made on this April 11, 2016, Between Customer and Company (hereinafter the "Agreement")

BETWEEN: Magnolia Public Schools 13950 Milton Ave STE 2000B Westminster, CA (hereinafter the "Customer"),

AND: EdLogical Group Corp. 111 West Ocean Blvd 4th Floor, Long Beach CA 90802 (hereinafter the "Company"),

WHEREAS, Company to provide Special Education Services to the Customer, under the terms and conditions of this Agreement and the Schedules as defined in **Appendix A**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

ARTICLE I

TERMS & SERVICES

1.0 Both Company and Customer agree that any and all services entered in to between Company and Customer will be set forth in a schedule format similar to that detailed within this Agreement.

1.1 Additionally both parties agree that the general terms of this Agreement will apply to the general relationship between each subsequent service undertaken by the parties, unless modified by the written consent of both. Additional services schedules (hereinafter the "Schedules") shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

1.2 As of the date of this agreement, Customer shall, under the terms and conditions of this Agreement and any additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the "Terms of Service").

ARTICLE II

PAYMENT

2.1 Company shall invoice Customer for the Terms of Service every 30 days. The invoice shall detail all Terms of Service provided to Customer during the billing prior, including the rate of services provided, and the charge for the services. **Customer shall pay all invoices within 30 days of receipt.** Payment shall be made by check mailed to Company mailing address on the invoice.

2.2 If disputed invoices are not resolved within 10 calendar days of Customer's receipt, that invoice shall be payable on the terms of this agreement. Any dispute must be made by Customer in writing to EdLogical Group Corp Billing Department P.O.Box 1487 Long Beach, CA 90802

ARTICLE III

RECORDS

3.1 Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (hereinafter the "Records"). The parties shall keep such Records for a period of time consistent with Company's general record keeping policy or three years after the expiration of this Agreement.

3.2 The Records will be available for copying, review and inspection by any agent or qualified representative of a party to this agreement. Inspections will be made at the expense of the requesting party and shall take place at the location where the parties agree. Inspections shall be requested with a notice period of ten business days by written request. Any Confidential Information disclosed by the inspection shall be kept confidential. Any modification to the terms of this clause must be in writing and signed by both parties.

ARTICLE IV

TERM

4.1 The term of this Agreement shall be for a period of contract terms (hereinafter the "Original Term"). Customer shall have the option of extending the Original Term (hereinafter the "Additional Terms") after the Expiration Date. Company shall be notified of this extension option Sixty days prior to the Optional Term expiration date.

4.2 Unless this Agreement is extended with written consent of both parties, the Agreement shall expire at the Expiration Date.

ARTICLE V

TERMINATION

5.1 This Agreement shall commence on the Effective Date June 30, 2016 and terminate on June 30, 2018 (hereinafter the "Expiration Date").

5.2 This Agreement may be terminated by either party, upon 60 days written notice to the other party. All written notices shall be required to detail the nature of the termination.

5.3 The Company and Customer shall cooperate with each other to comply with all state and federal special education law. Failure to cooperate by either party is cause for this contract to be immediately revoked.

5.4 This Agreement may be terminated by insolvency of either party, immediately upon written notice to the other party. Insolvency shall be defined as a party voluntary filing, or, when a party has an involuntarily petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

5.5 In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this agreement in connection with product orders made prior to Agreement termination.

5.6 Upon termination of this agreement, each party shall return all relevant property including Confidential Information and customer information received from the other party under the dictates of this Agreement.

ARTICLE VI

RELATIONSHIP OF PARTIES

6.1 The relationship created between Magnolia Public Schools and EdLogical Group Corp. shall be limited to that of **Independent Contractors**. Neither party shall undertake any actions that would imply or seek to establish any partnership, ownership, employment, joint venture or trust relationship between the parties, unless this Agreement is modified as such with the mutual consent of both Customer and Company, and is formalized in writing and is signed by both parties.

6.2 No Hiring policy. Magnolia Public Schools agrees that during the term of this Agreement or termination of this Agreement for any reason the ("No Hire Period"), to whom EdLogical hires or contracts with during the terms of the contract, without the advance written consent of the Customer. EdLogical may grant or deny in its sole and absolute discretion.

ARTICLE VII

INVENTORY

7.1 While governed by this Agreement, Customer agrees to provide Company with sufficient inventory (the "Inventory") to meet the fulfillment requirements under this Agreement. Company shall have no liability to Customer or third parties for losses caused directly or indirectly by Customer's failure to provide sufficient Inventory

ARTICLE VIII

RISK OF LOSS

8.1 Customer continues to keep all risk of direct physical loss of the Inventory while the Inventory is in the possession or control of Company. Customer shall be required to cover the Inventory with the same level of insurance coverage as it maintains on similar product housed in warehouses or storage areas under the control of Customer or Customer's agents.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES OF COMPANY

9.1 Company hereby represents covenants and warranties that Company is a valid corporation in good standing under the laws of the State of California, that this Agreement and any and all subsequently developed Schedules constitute a valid, legal and binding obligation upon Company, legally enforceable against Company except as limited by bankruptcy or other reorganizations that impact credit issues. Company, as of the Effective Date of this Agreement, represents that Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule.

9.2 Company further warrants that the execution and delivery of this Agreement, the Original Schedule and relevant Schedule do not modify, violate, cancel, terminate or modify in any substantive manner any material contract to which Company is a party. Additionally, Company is not required to give notice to any third party or obtain the consent of any person for the execution and delivery of this Agreement.

9.3 Company is, to its knowledge, and will be at all times during the performance of this Agreement, in compliance with all state, federal and local rules, regulations and laws.

ARTICLE XI

INDEMNIFICATION AND LIMITATIONS ON LIABILITY

10.1 Company agrees to hold harmless, indemnify and defend Customer and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Company under this Agreement, any breach of the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Customer.

10.2 Customer and the Company and its agents, employees, and sub-contractors shall obey all local, state, and federal laws in the performance of this contract, including, but not limited to minimum wages and/or prohibitions against discrimination.

10.3 Company officers, agents, employees and/or sub-contractors shall secure and maintain in force such licenses, permits, and health or legal clearances as are required by law, in connection with the furnishing of the services to students of the Agency.

10.4 Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting. Company or their sub-contractors shall bear their own costs of fingerprinting.

10.5 Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis. Company or their sub-contractors shall bear their own cost of tuberculosis screening.

ARTICLE XII

INSURANCE

11.1 Company agrees that during the term of this Agreement, Company will maintain an insurance policy with a reputable insurance Customer. Upon Customer's written request, Company agrees to furnish Customer with duly certified copies of insurance policies meeting these requirements.

11.2 Company understands that they are not covered by any Workers' Compensation insurance through The Customer. The Company providers and their sub-contractor(s) or agent(s) provide their own Automobile Insurance, and Professional Liability Insurance. The Company providers nor their sub-contractors or representatives shall at any time provide any transportation to The Customer students in any private vehicles.

ARTICLE XIII
ARBITRATION

12.1 Any dispute or claim related to or arising from this Agreement, its performance, breach, interpretation, validity or enforceability, shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules.

12.2 The arbitrator shall be selected using AAA procedures. The Arbitrator shall render a written decision within thirty calendar days of the hearing. The arbitrator will not award attorney's fees or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages.

12.3 Awards shall be final, binding and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws. All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

ARTICLE XIV
ATTORNEY'S FEES

13.1 If judgment is required to enforce the contents of the agreement or remedy any breach, the non-prevailing party will pay court costs and attorney's fees.

ARTICLE XV
ASSIGNMENT PROHIBITED

14.1 Both the Customer and Company are expressly prohibited from assigning this agreement or any rights or interest flowing from this agreement. Assignment will only occur with the express written consent of both parties.

ARTICLE XVI
GOVERNING LAW


This agreement will be interpreted and enforced under the laws of The State of California without regard to conflict of laws.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this day of 2016:

Magnolia Public Schools (CUSTOMER)

EdLogical Group Corp (COMPANY)

Authorized Signature



Authorized Signature

Name and Title

Hector Valentin Chief Business Officer

Name and Title

Date

April 13, 2016

Date