

Exhibit A (to Declaration Regarding Disinterestedness)

[Consultant Agreement]

Philadelphia - Falls Center
3300 Henry Avenue
Philadelphia, PA 19129

Philadelphia - Ford Road
3905 Ford Road
Philadelphia, PA 19131

Fort Washington
2101 Pennsylvania Avenue
Fort Washington, PA 19034

215.643.5400
800.769.0088
wordsworth.org



AGREEMENT FOR CONSULTING LEGAL SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (hereinafter “Agreement”), made this 28th day of April, 2017, by and between Adam Yanoff, d/b/a Law Office of Adam Yanoff (hereinafter “CONSULTANT”), and WORDSWORTH ACADEMY with a principal address at 3300 Henry Ave, Philadelphia, PA 19129 (hereinafter “WORDSWORTH”).

1. SCOPE OF SERVICES

In exchange for the fee described in paragraph 2 below, WORDSWORTH and CONSULTANT agree to enter into this Agreement for the provision of legal advice and services to Wordsworth, including Wordsworth Academy, Wordsworth CUA 5, LLC and Wordsworth CUA 10, LCC.

TERM

Beginning May 1, 2017 and continuing until the parties enter into a different and superseding agreement, or terminate this Agreement.

WORDSWORTH reserves the right to terminate this Agreement immediately without penalty, costs or liability to WORDSWORTH, if in its sole discretion WORDSWORTH determines that CONSULTANT has acted or is acting in a manner that is contrary to the best interests of WORDSWORTH provided, however, that CONSULTANT shall be entitled to payment for any services satisfactorily rendered before the effective date of termination.

Either party may terminate this Agreement with or without cause by providing the other party with 30 days prior written notice.

2. **FEE**

Services rendered by CONSULTANT will be billed at a rate of \$250/hr. Fractions of hours are computed in periods of not less than one-tenth (1/10) of an hour.

- CONSULTANT will provide regular timely invoices, including the following information:

Invoices must include the following information: CONSULTANT name, address, phone number, detail of hours worked on each matter, and total amount due.

3. **CONFIDENTIALITY**

The parties shall comply with all applicable laws, rules and regulations, including but not limited to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) governing the confidentiality, privacy and security of personally identifiable health information (“Confidential Information”), and shall comply with the requirements of HIPAA in connection with disclosure of such information. Additionally, the parties shall comply with any applicable provisions in the Family Educational Rights and Privacy Act (“FERPA”) governing the confidentiality of education records.

CONSULTANT agrees not to disclose to any third party any confidential information, financial and otherwise, obtained through performing their duties under this Agreement except as such law permits disclosure. CONSULTANT and WORDSWORTH ensure that it will be in full compliance with all currently existing statutes and regulations concerning the confidentiality of all records. CONSULTANT also agrees that it will not disclose, or use to its advantage or gain in any manner, confidential information of any nature, whether it be acquired from any agency or WORDSWORTH funding source or whether it be acquired as a result of CONSULTANT's activities on behalf of WORDSWORTH.

4. **RIGHTS TO DOCUMENTS**

All documents, data, and materials prepared or produced by CONSULTANT specifically in the performance of this Agreement shall be the absolute property of WORDSWORTH except for those items previously prepared or produced by the CONSULTANT and used in the performance of this Agreement. CONSULTANT shall make available, upon WORDSWORTH's request, a complete copy of documentation relied upon in the performance of, or created as a result of, this Agreement.

5. **NONDISCRIMINATION**

In the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee, applicant for employment, independent contractor or any person because of race, color, religious creed, ancestry, physical or mental disability handicap, national origin, age, sex, sexual orientation, disabled or Vietnam-era veteran status or any other legally protected status. CONSULTANT further agrees to comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of noncompliance with this provision or related discrimination laws, this Agreement may be terminated or suspended, in whole or in part.

6. **ASSIGNMENT**

This Agreement and the monies to come due hereunder shall not be assigned by CONSULTANT. CONSULTANT shall not subcontract any work hereunder without prior written approval by WORDSWORTH.

7. **INDEMNIFICATION**

a. CONSULTANT shall indemnify and hold WORDSWORTH and their directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs, including, without limitation, reasonable legal fees, whether or not incurred in the course of litigation, arising from any breach by CONSULTANT or any representation, warranty or covenant made by CONSULTANT herein or any negligent act or omission of CONSULTANT.

b. WORDSWORTH shall indemnify and hold CONSULTANT and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs including reasonable legal fees, whether or not incurred in the course of litigation, arising from any breach by WORDSWORTH or any representation, warranty or covenant made by WORDSWORTH herein or any negligent act or omission of WORDSWORTH.

8. **INDEPENDENT CONTRACTORS:**

It is understood and agreed that CONSULTANT, its officers, directors, agents and employees (should CONSULTANT have any) are independent contractors of WORDSWORTH and are not entitled to any of the benefits of a WORDSWORTH employee. CONSULTANT shall maintain full responsibility for payment of any and all self-employment taxes, Workers Compensation, General Liability, Unemployment Compensation and Employer's Liability Insurance, Professional Liability and Automobile Insurance for him/herself and for his/her employees in their performance under this Agreement.

9. **WAIVER:**

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself to any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

10. **ENTIRE UNDERSTANDING, SEVERABILITY AND PARTIAL INVALIDITY**

This Agreement constitutes the entire understanding and agreement of the parties hereto, and any and all prior agreements, understandings and representations are terminated and of no effect. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties.

The provisions of this Contract are severable. Should any provision of this Contract be found to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and the remaining Contract shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

11. **GOVERNING LAW:**

- a. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- b. The CONSULTANT agrees to abide by all applicable federal, state and local laws, ordinances and regulations in meeting the scope of services. Should services be carried out in whole or in part in the City of Philadelphia, the CONSULTANT will obtain a Philadelphia Business Privilege License.

12. **PUBLICITY:**

No party to this Agreement will use the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent in any advertising, publicity, or promotional material without the prior written consent of the other party.

13. CONFLICT OF INTEREST:

CONSULTANT agrees to disclose to WORDSWORTH any and all financial or employment relationships that are or might be considered a conflict of interest with CONSULTANT'S relationship with WORDSWORTH or with any other employment or contract work for which CONSULTANT is responsible.

Should it be determined by WORDSWORTH that a real or apparent conflict of interest is present; the CONSULTANT will be notified to affect a resolution which may include contract cancellation.

14. DISCLOSURE OF CAMPAIGN CONTRIBUTIONS:

If funds for the services provided originate from City of Philadelphia monies, per Chapter 17 – 1400 of the Philadelphia Code, CONSULTANT (including an officer, director, controlling shareholder or partner of a business or affiliate) is required to disclose certain campaign contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the last two years and continuing through out this contract term and for one year following termination, to any of the following:

- a. a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;
- b. an incumbent in any public office in the Commonwealth;
- c. a political committee or state party in the Commonwealth; or
- d. a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.

If CONSULTANT is an individual and makes campaign contributions totaling over \$2,600 in one calendar year to a candidate for a City of Philadelphia office or to an incumbent, the individual is not eligible to be a consultant for a contract over \$10,000 during that candidate or incumbent's term of office.

If CONSULTANT is a business (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) and makes campaign contributions totaling over \$10,600 in one calendar year to a candidate for a City of Philadelphia office or to an incumbent, the business is not eligible to be a consultant for a contract over \$25,000 during that candidate or incumbent's term of office.

Required information on each contribution includes:

- a. Name of Contributor
- b. Name of Recipient
- c. Date of contribution

d. Amount of contribution

Disclosures are required upon receipt of this Agreement and within five (5) days of a contribution being made during and for one year following termination of this Agreement. Failure to disclose campaign contributions, as defined in this section, will lead to notice of termination of this Agreement and no further payments, including payments owed for services performed prior to the date of termination, will be made to CONSULTANT, as of the date of such termination. CONSULTANT further agrees to abide by any amendments during the term of this Agreement to the provisions in the Philadelphia Code regarding campaign contributions.

15. BINDING NATURE OF AGREEMENT:

This Agreement shall be binding upon parties, their heirs and legal representatives. The parties shall not delegate their duties or assign their rights under this Agreement without the prior written consent of the other parties hereto. Any attempted assignment or delegation in contravention with this Section shall be null and void.

16. ARBITRATION:

Any controversies or disagreements arising out of, or relating to this Agreement or the breach thereof, shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the rules then existing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The cost of such arbitration shall be borne equally by the parties regardless of the outcome, except for each party's legal fees, which shall be borne by each party alone.

17. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same agreement.

CONSULTANT, ADAM YANOFF, ESQ.

WORDSWORTH ACADEMY

By:  _____

By:  CFO _____

Date: 4/28/17 _____

Date: 04-28-17 _____