



CONSULTING AGREEMENT

This Agreement is made effective as of this 23rd of Sept; 2024, between **Edu Consult Consulting** and **School District**. In this Agreement, the party who is contracting to receive services shall be referred to as

“**Buyer**”, and the party who will be providing the services shall be referred to as “**Consultant**”.

Buyer desires to have services provided by **Consultant**.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on the 23rd day of Sept.; 2024, the **Consultant** will provide the following services (collectively, the “Services”);:

- a. **Services:**

Institutional Needs Assessment

Intake Meeting

Data/Information gathering of institute information for organization

Strategic Assessment/Advocacy

Analyze institutional needs & align funding sources.

Seek funding sources author & submit traditional/well-known grants

2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by the Consultant. Buyer will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligation under this agreement.
3. **PAYMENT.** Buyer will pay will pay a retainer fee to Consultant for the Services of \$2,000.00 per month. This fee shall be payable monthly, no later than the 23 rd the day of month. Payable to EduConsult Consulting PO Box 118 Clarks Summit, PA 18411
4. **TERM/TERMINATION.** This Agreement shall continue for a period of 24 months and is automatically renewed unless canceled with ninety (90) days' written notice to the Consultant.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Buyer and not an employee of Buyer. Buyer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of consultant.
6. **RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, etc., of any nature that are in Consultant's possession or under Consultant's control and that are Buyer's property or related to Buyer's business.
7. **NOTICES.** All notices required or permitted under this Agreement shall be in writing

and shall be deemed delivered when delivered electronically with submission received notice.

If for Consultant:

mbarrettt@totalgrantservices.com

EduConsult

PO Box 118 Clarks Summit, PA 18411

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

13. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control including, but not limited to, acts of God, acts of war, fire, insurrection, laws, edicts, ordinances or regulations, or others acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligation continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

14. **ASSIGNMENT.** Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Consultant with, or its merger into, any other corporation, or the sale by Consultant of all or substantially all of its properties or assets, or the assignment of Consultant of this Agreement and the performance of its obligations hereunder to any successor interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

15. **SIGNATORIES.** This Agreement shall be signed on behalf of Consultant by Megan Barrett, and on behalf of Buyer by _____, and effective as of the date first above written.

Buyer:

BY: _____

Date: _____

TITLE: _____

Consultant:

BY: Megan Barrett Date: _____
Megan Barrett