

#### CONSULTING AGREEMENT

This Agreement is made effective as of October 27, 2025, by and between **Edu Consult** Consulting (hereinafter referred to as the "Consultant") with a principal place of business at PO Box 118, Clarks Summit, PA 18411, and Crawford Central School District. (hereinafter referred to as the "Buyer") with a principal place of business at 11280 Mercer Pike, Meadville, PA 16335. The Consultant and the Buyer are hereinafter collectively referred to as the "Parties."

The buyer desires to have services provided by the consultant. Therefore, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on October 27, 2025, the

**Consultant** will provide the following services (collectively, the

"Services") to Crawford Central School District and the Buyer:

#### a Services:

# **Strategy & Readiness**

Conduct a needs assessment of the organization/programs.

Research the demographics of the area and organizations/populations.

Check if the organization has the capacity for the grant requirements.

Create a funding strategy and timeline.

### **Finding Grants**

Research and identify funders that match the mission and outcomes of programs.

Respond to specific needs/asks from program managers/districts.

# Writing Proposals

Draft and edit grant applications.

Prepare budgets with designated contact and required attachments.

#### **Managing the Process**

Track deadlines and submissions.

Keep communication with funders organized.

Keep communication with the organization liaison informed.

# Reporting & Compliance

Submit progress and financial reports.

Make sure all funder rules are followed.

# **Lobbying Services**

Access to lobbying services through consulting services

- 2. PERFORMANCE OF SERVICES. How 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. Services and hours will be discussed monthly in a meeting between the Consultant and the Buyer.
- 3. **PRICING/PAYMENT.** The Buyer shall pay to the Consultant a monthly fee (the "Monthly Fee") of \$1,400.
- 4. **TERM/TERMINATION.** This Agreement shall continue for 24 months upon evaluation and may be 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 benefits for the benefit of the consultant.
- 6. **CONFIDENTIALITY OF RECORDS.** Under this Agreement, the parties may have access to information that is confidential in nature. Such information may include, but not be limited to, student information and data;; work product, facts or statistics, ideas, materials, business plans, technical information, methodologies, or any other shared data. The parties agree not to use or disclose such confidential information for any purpose other

than in fulfillment of this Agreement, and/or as required by activities described herein, and further agree that they are bound by FERPA and HIPAA and all other State and federal laws as may be applicable. 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 of a receipt notice.

If for Consultant:

mbarrett@totalgrantservices.com EduConsult PO Box 118 Clarks Summit, PA 18411

If for Buyer:

<u>Jennifer.Galdon@craw.org</u>

Crawford Central School District
11280 Mercer Pike

Meadville, PA 16335

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 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 other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for a 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 above 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. <b>SIGNATORIES.</b> 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:	
NAME:	
TITLE:	
Consultant:	
DV·	

Date: <u>10/27/2025</u>