



GRANT WRITING SERVICE CONTRACT

This Agreement hereinafter referred to as "Agreement" is made and entered into by and between **Educational Research Institute (ERI)**, hereinafter referred to as "**Consultant**", whose principal place of business is located at 1710 North Ed Carey Drive, Harlingen, Texas 78550 and **Paintsville Independent Schools**, hereinafter referred to as "**District**", whose principal place of business is located at 220 Main Street, Paintsville, Kentucky 41240

1. *Consideration:*

WHEREAS, the **District** recognizes the **Consultant's** knowledge, experience, reputation, and qualifications in grant programs; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services provided by the **Consultant** and duties and obligations of the **District** during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each to the other, as follows:

2. *Responsibilities of the Parties:*

- a. **Consultant** staff members will provide upcoming grant opportunities to **District** administration for review.
- b. **Consultant** will notify **District** of any grants written for other clients that align with the **District's** services in order to determine if the **District** would like to be included in the other clients' grants.
- c. **District** will inform **Consultant** if they would like to pursue grant opportunities or be included in other clients' grants in a timely manner.
- d. Once the **District** informs **Consultant** of what grant they want to pursue or be included in, **Consultant** will provide grant writing and/or professional consultation services to the **District** as needed for each grant project.
- e. **Consultant** will perform professional, consultative, and technical support services during the term of this Agreement via telephone, e-mail, and/or on-site visitations.
- f. The **District** will assign a person to act as Project Contact Person to serve as the point of contact for each assigned grant project.
- g. If awarded, The **District** shall provide all facilities and necessary equipment to conduct requested meetings, as well as provide **District** with all relevant data and curriculum necessary to successfully provide targeted assistance for each grant project.

3. *Consultant's Warranties:*

Consultant is duly licensed to provide the services in the State of Kentucky to the extent licensure are required to provide services. Further, **Consultant** warrants that the services will be provided in accordance with all applicable Kentucky laws and regulation, and that **Consultant** is knowledgeable about Kentucky and Federal grant requirements. There are no other express or implied warranties by **Consultant**.

4. *Employment of Assistants:*

Consultant may, at its own expense, employ such assistants or subcontractors, as **Consultant** deems necessary to perform the services as agreed herein, provided such assistants or subcontractors shall be required to agree in writing to comply with all sections of this agreement.

5. *Independent Contractor status of District and District Firm:*

Consultant and **Consultant's** employees shall perform all duties pursuant to this Agreement as an Independent Contractor. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party to create a relationship of principal and agent or of partnership or of joint venture between the parties. It is mutually understood and agreed the **Consultant** is solely responsible for reporting all income received from the **District**, and for paying all pertinent federal, state, and local taxes, and any other taxes and assessments levied by government authorities, as well as all other pertinent liabilities or payments and that the **Consultant** is solely responsible, where necessary, to secure, at your sole cost, health, disability benefits insurance, and any other insurance as may be required by law. Further by signing below, **Consultant** acknowledges that it is not eligible for unemployment in the event of termination of this Agreement and its services to the **District**. **Consultant** acknowledges that it has no authority under this Agreement to exercise any control or direction over **District** employees, officers, or agents.



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6. *Term of Agreement:*

The Term of this Agreement will begin on the date (the "Effective Date") when both parties have signed and shall end one year after the Effective Date, to include researching grant opportunities, grant writing, and/or professional consultation services to the **District**. For any grants that are initially submitted by the **Consultant** and awarded, **Consultant** reserves the right to bill for continuation grants regardless of which party submits the continuation application.

- a. If awarded, the **District** agrees by this Agreement to allow **Consultant** to provide professional assistance consultation to assist in the implementation of the grants submitted on behalf of the **District**. **Consultant** will still bill 12% of total funds secured for each grant submitted.
- b. **Consultant** reserves right to keep their intellectual property rights regardless of changes submitted through amendments or negotiations requested by the **District** and/or funding District.
- c. If the **District** elects to utilize **Consultant's** intellectual property, which includes data, research or work product, either directly or acting in concert with others, the **District** must obtain written consent from **Consultant**. If the **District** obtains any grant funding as a result of any improper utilization of **Consultant's** intellectual property, the **District** agrees to pay **Consultant** 12% of the total grant award.

7. *Services Performed by District:*

District will provide services described hereto and incorporated herein at this point for all purposes.

- a. The **Consultant** will communicate with the Administrator(s) designated by the **District** regarding the professional services and this Agreement. Notwithstanding anything herein to the contrary, the **District** will not have or exercise control over the manner in which the professional services of the **Consultant** are performed.
- b. The **District** agrees to ensure that it will perform all its duties and obligations under this Services Agreement. **District** covenants to designate an Administrator(s) to communicate with **Consultant**, to make all information required by **Consultant** available in a timely manner, to meet with District if requested, and to timely make all payments to **Consultant** when due as provided herein, in compliance with all applicable laws and regulations.

8. *Fees:*

- a. The **District** agrees to **PAY** the **Consultant** 12% of any grant funding, that are secured by the **Consultant** on behalf of the **District**. This will be to provide grant writing and/or professional assistance consultation to assist in the implementation of the grants submitted on behalf of the **District**.
- b. Payments to the **Consultant** must be utilized from direct grant funds, indirect/administrative grant funds, or local **District** funds and are due within thirty (30) days of the date printed on the invoice.
- c. Payments to the **Consultant** must be utilized from direct, indirect, or local **District** funds and are due within thirty (30) days of the date printed on the invoice.
- d. The **District** agrees that for as long as there is any outstanding payment due to **Consultant**, the **Consultant** is not bound to perform under this Service Agreement in any manner, until the outstanding payment is paid in full.
- e. **Consultant** may require a purchase order number prior to the submission of any grant application.

9. *Incidental Charges:*

Fees incurred for shipping, couriers, handling, travel or other miscellaneous costs previously and explicitly agreed to by both parties in writing will be charged accordingly. Payments are due in full, immediately upon receipt of invoice.

10. *Parties' Relationship:*

The **Consultant**, at all times, will act as an Independent Contractor providing Services and will not act or hold itself out to third parties as an employee or agent of the **District** in the provisions of the Services or Materials under this Agreement. The **District** shall not control how the results, or the details of the Services are provided and/or achieved. As an Independent Contractor, **Consultant** shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the **District** to supply any of the above, unless otherwise specified in this Agreement.



11. *Copyright Protection:*

Consultant is copyright owner of their designed work product. **Consultant** is entitled to all benefits contained in the United States Copyright Law effective as of the date of the signing of this Agreement, including but not limited to Section 203. The **District** is explicitly prohibited from sharing or distributing **Consultant's** work product to a third party without the written approval of the **Consultant**.

Consultant will hold the **District** or any person(s) liable for the unauthorized reproduction or use of copyright materials. **Consultant** will be compensated 12% of the total grant award from any person(s) who obtain funds with the reproduction or use of **Consultant** copyright material/intellectual property.

12. *Compliance with Laws:*

In the performance of this Agreement, both parties shall at all times comply with all applicable governmental laws, statutes, ordinances, rules and regulations, including without limitation laws relating to intellectual property, patents, copyright protection and contracts.

13. *Mediation:*

In the event a dispute shall arise between the parties to this contract, upon thirty (30) day notice, the parties agree to participate in at least four (4) hours of mediation via video call (e.g. Zoom). The parties agree to share equally in the costs associated with the mediation. The mediation shall be administered by an agreed upon Mediator.

14. *Venue:*

Consultant is a Texas Corporation with its office and principal place of business in Cameron County, Texas. The majority of, if not all, of the work to be performed by **Consultant**, will be performed in Cameron County, Texas. The parties agree that this Agreement was entered into and executed in the county of the principal location of **Consultant**, Cameron County, Texas, regardless of where the document was signed by the parties. However, the parties agree that any legal dispute will be litigated virtually.

15. *Termination of Agreement:*

- a. This Agreement may be terminated without cause by the **District** upon thirty (30) day written notification based on lack of performance.
- b. However, in the event of cancellation by the **District** after any grant that the **Organization** has requested the **Consultant** to write has already been completed regardless of it being submitted or not, the **District** will be responsible to pay the **Consultant** a \$5,000 non-refundable flat fee along with any other fees due and payable to **Consultant**. This fee is assessed to cover the costs incurred for time spent designing the application, as the **Consultant** invested time but will not have the opportunity to submit the application on behalf of the **District**, resulting in a financial loss for the consultant. Furthermore, the **Consultant** will release the application to the **District** upon receipt of full payment.
- c. In the event of termination by the **District** after grant award, **Consultant** will still be entitled to the 12% fee of the total funding secured through any grant, as well as any other fees due and payable to the **Consultant**. This will include any continued years or cycles of any grant, regardless of who submits the continuation application(s). Moreover, in the event that the **Consultant** secures a multi-year grant for the **District**, and the **District** terminates the **Consultant's** services after the first year, the **Consultant** shall remain entitled to the full payment for the total amount secured under the grant, regardless of the termination. Payments due to the **Consultant** shall continue to be made from the grant funds over the course of the grant period, including subsequent years of the grant cycle, unless the **District** opts to pay the remaining balance from local funds upon termination. It is acknowledged that the **District** would not have secured the multi-year grant without the **Consultant's** efforts. Therefore, the **Consultant's** fees, which are distributed across the multiple years of the grant, shall be paid in full over the grant cycle, including any continuation years where the grant is awarded due to the **Consultant's** initial work.
- d. In case of loss of funding that results due to failure to adhere to the obligations set forth by the contract, the **District** agrees to pay **Consultant** a one-time compensation fee of 12% of the total awarded amount. Conversely, if the **Consultant's** failure to fulfill its obligations results in the loss of secured grant funding and the **District** opts to pursue legal action, the **Consultant** shall be responsible for such repercussions and maintains general liability insurance to address such situations.
- e. Payment for the compensation fee to the **Consultant** will be utilized from local school funds, along with any other fees that are due and payable to the **Consultant** under the provisions of this contract.



EDUCATIONAL RESEARCH INSTITUTE

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16. *Confidentiality:*

To the extent necessary under the Family Educational Rights and Privacy Act (FERPA) and any other Federal or State requirements, **Consultant** agrees to follow FERPA and all other federal or state requirements regarding dissemination of any confidential documents and confidentiality requirements regarding student records and reports.

17. *Effective Date-Duration:*

This Agreement shall commence on the date (the "Effective Date") when both parties have signed and shall end one year after the Effective Date, with the option for a two-year extension should the **District** opt to do so. If either party chooses to terminate this contract, a written notification must be submitted with a thirty (30) day notice; however, any fees owed to **Consultant** due to secured funding, will still be owed. All termination notices will be sent via certified mail to the parties below.

This is the entire Agreement between the following parties:

Educational Research Institute (ERI)

Approved and accepted on _____

Linda Alaniz, ERI President

1710 North Ed Carey Drive, Harlingen, Texas 78550

Paintsville Independent Schools

Approved and accepted on _____

Bryan Auxier, Superintendent

220 Main Street, Paintsville, Kentucky 41240