CONTRACT

This Contract, hereinafter referred to as the CONTRACT, entered into on December 10, 2023 by and between Eury Consulting Services, Inc. residing at 1507 Red Road, Shelby, North Carolina 28152, hereinafter referred to as the "First Party," and Montgomery County School System, residing at 441 Page Street, Troy, NC, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of facilitating professional development for the system aimed at establishing and sustaining performance capacity.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth in the TSL grant;

AND WHEREAS, the Parties are desirous to enter a contractual agreement, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project;

MISSION

The aforementioned project has been established with the following intended mission in mind:

Facilitate the implementation TSL grant defined activities of professional development that enhances the capacity of the school system to serve community stakeholders.

PURPOSE AND SCOPE

The Parties intend for this CONTRACT to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the project.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish content and procedures that will promote and sustain a quality experience for designated employees and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this CONTRACT that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the project through means of the following individual services .

SERVICES COOPERATION

Eury Consulting Services, Inc. shall render and provide the following services that include, but are not limited to training to identified leaders in the topical areas:

1. Provide training to identified staff in areas of designed micro-credentials in one of two series of badges. Additional micro-credentials will be offered in an open enrollment format.
2. Provide professional development to individual schools aligned to identified needs.
3. Employ quality assurance individuals to serve as consultants to the grant and activities.
4. Hire facilitators to deliver micro-credential training.
5. Compensate facilitators from funds provided in TSL grant.
6. Collaborate with Richmond Community College to service registration, transcript maintenance and recognition ceremonies.
7. Collaborate with Research Associates in data collection, data analyses and preparation of summary reports.

Montgomery County Schools shall render and provide the following services that include, but are not limited to:

- Identifying participants for micro-credentials and professional development training
- Providing training facilities and equipment
- Meeting regularly for updates and planning
- Providing data for evaluation of training impact

TIMELINE

The services shall begin in January, 2023 and conclude during September, 2026 with agreement between Superintendent and Eury Consulting Services, Inc.

COMPENSATION

It is agreed between the Parties that the compensation for services will be in an amount specified below:

Badging: 60 participants per year can earn up to 3 badges. The Second Party will be invoiced $730 per badge completed by participants. First Party will draft invoices on the 1st day of the month based upon the number of badges completed prior to the invoice date. Annual amounts are not to exceed $131,400.00 per year for the duration of the grant period.

Leadership Coaching: First Party will provide leadership coaching for all school level administrators based upon the vision of district executive leadership. First Party will invoice Second Party on a monthly basis for the amount of $2,995.00 for the duration of the grant period.

Individualized Professional Development: First Party will provide individualized professional development based upon the request and needs of the schools within the district. District level administration will provide the requested topics to the First Party. All individualized professional development will be provided on an as needed basis. First Party will provide an itemized invoice on a monthly basis to include all professional development sessions delivered to district schools. All individualized professional development will not exceed $100,000.00 annually for the duration of the grant period.

TERMS OF UNDERSTANDING

The term of this CONTRACT shall be for a period not to exceed 32 months from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This CONTRACT may be amended or modified at any time in writing by mutual consent of both parties. Both parties reserve the right to cancel the CONTRACT and provide a 60 day liquidation period to rectify any outstanding payments.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this CONTRACT in accordance with the provisions of the law and regulations that govern their activities. Nothing in the CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Contract.

If at any time either party is unable to perform their duties or responsibilities under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina.

ASSIGNMENT

Neither party to this CONTRACT may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this CONTRACT have mutually acknowledged and agreed to the following:

- The Parties to this CONTRACT shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this project.

- It is not the intent of this CONTRACT to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

- The Parties to this CONTRACT shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.

- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this CONTRACT intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in TSL grant.

This Agreement shall be signed by Eury Consulting Services, Inc. and Montgomery County Schools and shall be effective as of the date first written above.

_____ _____

(First Party Signature) (Date)

Eury Consulting Services, Inc.

_____ _____

(Second Party Signature) (Date)

Montgomery County Schools