



i - LEADR
Educational Consultants

✓ 11973
PO# 184

Proposal

Proposal Date: 4/11/19
Proposal #: 185

www.ileadr.com
www.rtistored.com

PO Box 625
Sherrills Ford, NC 28673
Phone# 910-431-5252
info@ileadr.com

Bill To:

Montgomery County Schools
441 Page Street
PO Box 427
Troy, NC 27371

Site
Montgomery County for 2019/2020 school year

P.O. NO.	
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Description	Qty.	Rate	Total
RtI: Stored! - Renewal Licenses for the 2019-2020 school year	2,685 3915	2.50 2.00	6,712.50 7830.00
MTSS/RtI Professional Development for MTSS Implementation and Support for Leadership Teams, Coaches, Counselors, and EC Teachers throughout the 2019-2020 school year	10	1,250.00	12,500.00
Travel and Lodging	10	100.00	1,000.00
20-020-011 20-020-010			
Total			\$20,212.50

#21,330.00

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 7/01/2019, by and between i-LEADR, Inc. residing at P.O. Box 625, Sherrills Ford, North Carolina 28673, hereinafter referred to as the "First Party," and Montgomery County Schools residing at 441 Page Street, Troy, North Carolina 27371, hereinafter referred to as the "Second Party," and collectively known as "Parties" for the purpose of establishing and achieving various goals and objectives relating to professional support around MTSS Implementation and the continued use of the digital data and documentation platform, Rtl: Stored!.

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

AND WHEREAS; the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete the scope and sequence of support;

MISSION

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

To build capacity in the leadership teams, the coaches and teachers to successfully implement MTSS with fidelity, and to continue implementing the digital data triangulation and documentation record keeping. This process allows for student files to move with the student and be ready and available in real-time for any and all teachers/administrators/specialists who require access to such information on behalf of the student.

PURPOSE AND SCOPE

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

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain the scope of work described above. i-LEADR will work with the district leadership at Montgomery County to determine the professional development needs of the district, based on data, and will develop a specific implementation plan for the 2019-2020 school year. Montgomery County Schools will maintain the scheduled tasks in the Student Information System (SIS) to populate .CSV files containing information regarding student names, ID numbers, addresses, attendance, grades, and behavior incidents & then pairing their schedules with the appropriate teacher(s). The .CSV files will be set to generate nightly and be set to send to the designated sFTP site. The secure site is where i-LEADR, Inc. receives the data to import into Rtl: Stored!, and intends to maintain the product and/or service that meets or exceeds all business and industry regulations and standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this Memorandum Agreement 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.

SERVICE COOPERATION

i-LEADR, Inc. shall render and provide the following services that include, but are not limited to:

i-LEADR, Inc. will complete and deliver a SWOT Analysis to the district leadership team regarding level of implementation, professional recommendations, and will work with the team to develop the MTSS Implementation Plan for the 2019-2020 year; to include any and all professional development, training(s), and support necessary to build sustainable implementation in district.

i-LEADR, Inc. will provide the specifications for the column headers to be included in the scheduled .CSV files for the Rosters and for the Early Warning System(EWS); i-LEADR, Inc. will provide the Rostering and EWS credentials to set the scheduled tasks to populate to; and i-LEADR, Inc. will maintain the highest security measures to ensure safety and security of all information.

i-LEADR, Inc.'s software, Rtl: Stored!, is an expert at handling secure data, providing a dedicated team with appropriate knowledge, resources, and training to keep confidential data secure. Rtl: Stored! will take reasonable precautions against security breaches in protecting Stanly County Schools' confidential data, including maintaining current protection of hardware and software and physical security measures. In the unusual case that any confidential data is not protected for accidental or malicious dissemination, i-LEADR, Inc.'s Rtl: Stored! Team will first notify Stanly County Schools with details of the security breach, and second, take reasonable measures to secure the data and prevent further security breaches.

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

Montgomery County School's district leadership will work in partnership with i-LEADR, Inc. to design, communicate, and hold accountable the expectations determined for successful and sustainable implementation of MTSS with all school based leadership teams across the district.

Montgomery County's technology department will verify that www.rtistored.com continues to be on the whitelist so that it is accessible within the district and communications containing teacher access is not blocked.

Maintaining the scheduled task manager to run nightly in the specified and defined format determined by i-LEADR, Inc. and send to the specified sFTP site(s) for nightly update to import successfully.

TIMELINE

The above outlined scope and objective shall begin on July 1, 2019 and conclude on June 30, 2020. Responsibilities under this Memorandum will coincide with contract effective/termination dates if specified.

TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of continued consecutive use of Rtl: Stored!. If Montgomery County Schools decides not to renew their annual contract with i-LEADR, Inc. for Rtl: Stored!, then this Memorandum becomes null and void from the aforementioned effective date, and the discounted rate will be discontinued. The Memorandum may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both Parties.

In addition, the Memorandum of Understanding may be cancelled by either party with a non-renewal of the annual contract of Rtl: Stored! – or – 90 advanced written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum 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 Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Parties 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 limitations of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties agree that any controversies shall be adjudicated before the State Courts for the State of North Carolina, sitting in Catawba County, North Carolina. Provider and School hereby submit themselves to the personal jurisdiction of such courts in connection with any such proceedings, and agree to accept service of process by mail.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

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

SEVERABILITY CLAUSE

In the event that any provisions of this Memorandum shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this Memorandum 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.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MOU SUMMARIZATION

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

- The Parties to this MOU 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 the MOU 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 MOU shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits, and/or trust responsibilities by or between the Parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the project.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the project, it shall then be controlled in accordance with the North Carolina governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such a right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other Party.
- Upon signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This agreement shall be signed by i-LEADR, Inc. and by Montgomery County Schools and shall be effective as of the date first written in paragraph one.

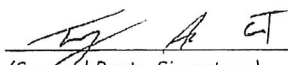


(First Party Signature)

i-LEADR, Inc.

4/11/2019

(Date)



(Second Party Signature)

Montgomery County Schools

4/12/2019

(Date)