



400 North Church Street  
Monroe, NC 28112  
Phone 704.288.9898 Fax 704.288.9182

Andrew G. Houlihan, Ed.D. - Superintendent

FROM: Amanda Stinchcomb & Jillian Near, EPIC Grant Office

DATE: July 7, 2021

SUBJECT: Renewal of Rti-Stored! Software from I-LEADR

Union County Public Schools will renew the attached contract with I-LEADR for their Rti-Stored! Early warning system for all EPIC schools for the 2021-2022 school year. All terms and conditions remain the same. We are renewing annual student licenses at a cost of \$23,891.50.

In addition, I-LEADR will provide two half day virtual training sessions for users at EPIC schools on August 9<sup>th</sup>, 2021 and August 10<sup>th</sup>, 2021 at a rate of \$1,500 per day.

Contractor  
Printed Name: Brie Beane

Contractor  
Signature: Brie Beane Date: 7.14.2020

Director  
Printed Name: Amanda Stinchcomb

Director  
Signature: Amanda Stinchcomb Date: 7/14/2021

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act:

Finance  
Printed Name: Shanna McLaughlin

Finance  
Signature: Shanna McLaughlin Date: 7/15/21

### Growing Possibilities.

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.



I-LEEDU-01

DANIELLE LINGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NFP Property & Casualty Services, Inc. 19510 Jetton Rd Cornellus, NC 28031	<b>CONTACT NAME:</b> Danielle Linger	
	<b>PHONE (A/C No, Ext):</b> (980) 279-8871 <b>FAX (A/C No):</b>	
	<b>E-MAIL ADDRESS:</b> danielle.linger@nfp.com	
<b>INSURED</b>  I-LEADR, Inc. PO Box 625 Sherrills Ford, NC 28673	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hanover Insurance Company	22292
	<b>INSURER B:</b> The Hanover American Insurance Company	36064
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OH6A698841	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		OH6A698841	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WZ6D397907	10/11/2020	10/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Section 3A State: NC

## CERTIFICATE HOLDER

## CANCELLATION

Union County Public Schools  
400 N. Church Street  
Monroe, NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Invoice

Date	Invoice #
7/1/21	1078

i-LEADR

PO Box 625  
Sherrills Ford, NC  
28673

finance@i-leadr.com

## i-LEADR, Inc.

<b>Bill To</b> Union County Public Schools 307 E. Jefferson Street Monroe, NC 28112		<b>P.O. No.</b>	<b>Terms</b> Net 30	<b>School</b> EPIC Grant
Item	Description	Qty	Amount	
RflStored	Rfl: Stored! - annual student licenses K-8	5,853	20,485.50	
RflStored	Rfl: Stored! - annual student licenses 9-12	1,703	3,406.00	
<b>Payment is due upon receipt of invoice. Please remit payment to above address. Contact Finance directly with questions.</b>  <div style="text-align: center;"><b>Thank You!</b></div>		<b>Total</b> \$23,891.50 <b>Payments/Credits</b> \$0.00 <b>Balance Due</b> \$23,891.50		

18-19  
Contract

### CONTRACTED SERVICES AGREEMENT

This agreement is entered into between the Union County Board of Education, herein referred to as "UCBOE" and: LEADR at 10 Boy 625 Sherrills Ford, NC herein referred to as the "Contractor" to provide professional and related services for the period of 2018-2019 School Year to Click here to enter a date. at UCPS Professional Development Center and EPIC School locations.

#### Section 1: Contractor Obligations:

UCPS is purchasing RIT: Stored/ From LEADR to serve as the early warning system for all EPIC schools (Benton Heights Elementary, East Elementary, East Union Middle, Forest Hills High, Marshville Elementary, Monroe High, Monroe Middle, Rock Hill Elementary, Rock Hill Middle, Sardis Elementary, Union Elementary, Walter Bickett Elementary, and Wingate Elementary). The service agreement includes annual student licenses for students at the EPIC schools, a one-time initial upload, three days of training, and training webinars/videos.

**Definition of Work:** LEADR staff will be training staff members at the 13 EPIC schools on implementing RIT: Stored/ **Payment terms:** Payment will be made within 30 days of the invoice.

- Agrees to Attachment A - UCBOE Standard Terms and Conditions as provided.
- Agrees that the payment of Federal and State income taxes and social security applicable to the compensation received is the responsibility of the Contractor. If you do not live in North Carolina, 4% may be withheld for North Carolina taxes. Contractor Social Security Tax ID #: Click here to enter text.
- Required documents (Check box to indicate item attached) ☒ Completed W-9 (w/void to gov) ☒ Certificate of Insurance
- Minority Business Enterprise (MBE):

Please select all as applicable for North Carolina State reporting:

- |   |                                      |   |  |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Minority Owned   | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Disability Owned | <input type="checkbox"/> None            |
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic    | <input type="checkbox"/> Asian American   | <input type="checkbox"/> American Indian |

#### Section 2: UCBOE Obligations:

UCBOE agrees to make payments after invoices are approved on a net 30-day basis. UCBOE will not pay for services in advance without the prior approval of the Finance Officer.

Contract is payable as follows:

Number of Payments: (1) Amount of Payment: (\$50,453.00) Total Amount: (\$50,453.00)

- |                    |  |  |
|--------------------|--|--|
| Deposit frequency: | Amount of Payment: (Click here to enter text.) | to be paid by: Click here to enter a date. |
| Payment #1         | Amount of Payment: (\$50,453.00)               | to be paid by: 12/21/2018                  |
| Payment #2         | Amount of Payment: (Click here to enter text.) | to be paid by: Click here to enter a date. |
| Payment #3         | Amount of Payment: (Click here to enter text.) | to be paid by: Click here to enter a date. |

Budget Information: 8-6110-391-418 #

Account Code: (8-6110-391-418)

or

☐ School Funds

IN WITNESS WHEREOF, the UCBOE and the Contractor have executed this Contract on the month, day and year first written above:

Brie Beane

Contractor Printed Name

*[Signature]*

Principal/Director Printed Name

*[Signature]*

Cabinet Staff or Designee Printed Name

*[Signature]*

Contractor Signature

*[Signature]*

Principal/Director Signature

*[Signature]*

Cabinet Staff or Designee Signature

11/27/18

Date

12/21/18

Date

11/28/18

Date

1/29/19

Date

(School/Division Name) (Click here to enter text.)

UCBOE Interoffice Use Only: (PA Number) (Click here to enter text.)

UCOE Risk Management: A review of the insurance provided by the contractor has been completed.

Signature \_\_\_\_\_

Date \_\_\_\_\_

UCOE General Counsel: Review of this instrument has been conducted and is approved as to form.

Signature \_\_\_\_\_

Date \_\_\_\_\_

UCOE Finance: This document has been reviewed in the manner required by the School Budget and Fiscal Control Act.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. **Contract Documents.** Contractor's acknowledgment of the terms hereof or Contractor's shipment or performance, constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) any attachments hereto, (iii) any applicable solicitation documentation (including without limitation any request for proposal or invitation for bids or Contractor's response hereto) that deal with the same subject matter as this contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and The Union County Board of Education ("UCBOE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreement set forth in the Contract Documents are sometimes referred to herein as the "Contract". In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. This Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representative expressly assents in writing to such provisions. Diagrammatic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Material Safety Data Sheets.** Material Safety Data Sheets must be provided with shipment of all chemicals.
4. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
5. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
7. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. **Rejection.** All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
12. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

13. Compliance with UCBOE Policies. During the term of this Contract Contractor agrees to comply with all UCBOE imposed policies, rules and regulations while on UCBOE property and guarantees strict compliance by all of its employees, agents and subcontractors with such policies, rules and regulations. UCBOE will make available to Contractor copies of other applicable UCBOE policies, rules and regulations upon Contractor's request. Upon request by UCBOE, Contractor and its applicable employees and agents will execute UCBOE's standard documents reflecting the obligation to comply with applicable policies, rules and regulations. The requirements of this Section shall apply continuously during the term of this Contract and shall not be limited to normal working hours. Without limiting the generality of the foregoing, Contractor shall be responsible for its acts or omissions in connection with the safety of all persons and property where any Goods and Services or other work are being performed and during performance of such Goods and Services or work. No act, service, drawing review or construction review by UCBOE or its representatives is intended to include review of the adequacy of Contractor's safety measures in, on or near UCBOE's premises.
14. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by five (5) calendar day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
16. Termination for Default.  
If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within ten (10) calendar days to the satisfaction of UCBOE.  
All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.  
In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.  
Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, UCBOE may terminate this contract for cause.
17. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
18. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law,

ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

19. **Insurance.** Unless such insurance requirements are waived or modified by UCBOE or UCBOE's Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: **Automobiles** - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. **Commercial General Liability** - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. **Worker's Compensation and Employers' Liability Insurance** - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bondings specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
20. **Accounting Procedures.** The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
21. **Improper Payments.** The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
22. **Contract Transfer.** The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE. In the event UCBOE approves the Contractor to assign, subcontract or other methods of transferring the interest of this Contract, the Contractor shall warrant all work to be performed in accordance to the contract documents by an individual or company that is qualified and properly licensed in the state of North Carolina to perform such work.
23. **Contract Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
24. **Key Personnel.** The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.



25. **Contract Modifications:** This contract may be amended only by written amendments duly executed by both the UCBQE and the Contractor.
26. **Relationship of Parties:** The Contractor is an independent contractor and not an employee of the UCBQE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBQE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
27. **Advertisement:** The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBQE.
28. **Nondiscrimination:** During the performance of this Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. **Conflict of Interest:** The Contractor represents and warrants that no member of the UCBQE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBQE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any contract, subcontract or other agreement related to this Contract during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
30. **Gratuities to UCBQE:** The right of the Contractor to proceed may be terminated by written notice if the UCBQE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBQE in violation of policies of the UCBQE.
31. **Kickbacks to Contractor:** The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBQE Contract or in connection with a subcontract relating to a UCBQE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBQE in writing the possible violation.
32. **Monitoring and Evaluation:** The Contractor shall cooperate with the UCBQE, or with any other person or agency as directed by the UCBQE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBQE to evaluate all activities conducted under this Contract. UCBQE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBQE property and from performing services under the Contract following provision of notice to Contractor of the reasons for UCBQE's dissatisfaction with the services of Contractor's employee.
33. **Financial Responsibility:** The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBQE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBQE's Finance Officer.
34. **Dispute Resolution:** At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
- a. Mediation, pursuant to NCGS 7A-33.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
  - b. Arbitration, pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to

the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

35. **No Third Party Benefits.** This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
36. **Confidentiality of Student Information.** If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and not to disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
37. **Background Checks.** At the request of UCCOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCCOE criminal background check and drug testing procedures.
38. **Jessica Lindford Act.** Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.
39. **Force Majeure.** If UCCOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCCOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCCOE.
40. **Ownership of Documents.** All rights in the Work created pursuant to this Contract are owned by the UCCOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCCOE, be turned over to UCCOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCCOE shall not, unless otherwise specifically agreed upon in writing by UCCOE, be deemed to be confidential or proprietary information and shall be acquired by UCCOE as part of the consideration of this Contract free from any restrictions.
41. **Contract Site.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
42. **Entire Contract.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supercedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

## Amanda Stinchcomb

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**From:** Brie Beane <brie@i-leadr.com>  
**Sent:** Friday, May 7, 2021 3:03 PM  
**To:** Tara Todd  
**Cc:** Amanda Stinchcomb; Shannan Church  
**Subject:** Re: request for training

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Hi Tara!

It has been a while, I hope you are well!! That sounds great and is something we have been doing this year with some districts and it seems to be such an effective way to build capacity in the users. Why don't you look at your calendar and see what date(s) you may want between Aug. 1st and Aug. 12th. Our daily rate with no travel is \$1500, but the way you are describing the 2 hr sessions over 3 days, we would just charge 1 full day.

I am cc-ing Shannan, our Director of MTSS and Outreach on this email. Once you've decided on some dates that may work best for you, you can connect with Shannan to get those scheduled! I'm looking forward to working with you again.

Faithfully serving,  
Brie

On Fri, May 7, 2021 at 8:45 AM Tara Todd <[Tara.Todd@ucps.k12.nc.us](mailto:Tara.Todd@ucps.k12.nc.us)> wrote:

Good morning,

Our EPIC grant has some training funding that we'd like to use to have you come in (virtually) and work with our school teams.

We are thinking a focus on core planning for 2021-2022. Small bites of information and then times for teams to work. Maybe just do 1-2 hours per day and space it over 2-3 days.

If we can get this going before the first teacher workday in August, the grant can pay stipends which means more people are apt to attend. ☺

Our first teacher workday is on August 12<sup>th</sup>.

Please let us know your availability and the cost.

Thank you,

**Tara Todd, Ed.D.**

MTSS Administrator

Central Services (Office at Monroe Middle)

Union County Public Schools

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