

CONTRACTED SERVICES AGREEMENT

This agreement is entered into between the Union County Board of Education, herein referred to as "UCBOE" and; i-LEADR at PO Box 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 Rtl: Stored! From i-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 Rest Elementary, Rocky River Elementary, 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.

Description of Work: i-LEADR staff will be training staff members at the 13 EPIC schools on implementing Rtl: Stored!

Payment terms: Payment will be made within 30 days of the invoice.

- A. Agrees to Attachment A - UCBOE Standard Terms and Conditions as provided.
- B. 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 or tap here to enter text.
- C. Required documents. (Check box to indicate item attached) ☒ Completed W-9 (www.irs.gov) ☒ Certificate of Insurance
- D. Minority Business Enterprises (MBE):

Please select all as applicable for North Carolina State reporting:

☐ Minority Owned

☒ Women Owned

☐ Disability Owned

☐ None

☐ African American

☐ Hispanic

☐ Asian American

☐ American Indian

Section 2: UCBOE Obligations:

UCBOE agrees to make payment(s) 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 (\$30,453.00) = Total Amount (\$30,453.00)

Deposit (if applicable) Amount of Payment (Click here to enter text.) to be paid by: Click here to enter a date.

Payment #1 Amount of Payment (\$30,453.00) 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: 8.6110.371.418

Budget Code (Click here to enter text.)

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

Principal/Director Printed Name

Cabinet Staff or Designee Printed Name

Brie Beane

Contractor Signature

Principal/Director Signature

Cabinet Staff or Designee Signature

11/27/18

Date

11/28/18

Date

11/29/18

Date

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

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

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

Signature

Date

UCBOE General Counsel: A review of this instrument has been conducted and is approved as to form.



Signature

12/1/18

Date

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



Signature

11/20/18

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 proposals or invitation for bids or Contractor's response thereto) 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 agreements 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 representatives expressly assent, in writing, to such provisions. Stenographic 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 of 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: Automobile - 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 bonding 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 amendment duly executed by both the UCBOE and the Contractor.
26. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. 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 UCBOE. 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 UCBOE.
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 UCBOE 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 UCBOE 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 UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
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 UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
32. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE'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 UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE'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-38.1 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 to not 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 UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
38. Jessica Lunsford 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 UCBOE 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 UCBOE 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 UCBOE.
40. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE 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 UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
41. Contract Situs. 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 supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

**DATA SHARING AGREEMENT BETWEEN
UNION COUNTY BOARD OF EDUCATION
AND
*Requestor***

This Data Sharing Agreement ("DSA") is made by and between Union County Board of Education ("School District"), a local education agency, and *i-LEADR* ("Requestor"). This DSA has the following goals:

- a. Preserve the anonymity of student identities, including assurance that identifiable student data is not released to third parties; and
- b. Enhance the ability of School District and the Requestor to improve academic achievement for School District students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g.

1. Term:

- a. This DSA shall commence on December 1, 2018 and end on June 30, 2020.
- b. *Termination.* This DSA may be terminated by either party hereto upon thirty (30) days written notice.

2. Authorized Representative: For the purposes of the Family Educational Rights and Privacy Act ("FERPA"), the School District designates Requestor an "authorized representative" pursuant to 20 U.S.C. §1232g(b)(1)(C) and 34 C.F.R. §99.31(a)(3). Requestor and the School District shall comply with the provisions of FERPA in all respects. Nothing in this DSA may be construed to allow either party to maintain, use, disclose, or share personally identifiable student information in a manner not allowed by state or federal law or regulation.

3. Definitions:

- a. "Confidential Information" shall include any personally identifiable student information, as that term is defined in 34 C.F.R. §99.3.
- b. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in educational records by any means, including oral, written, or electronic, to any party except the party identified as the party that provided or created the record.

4. Obligations of the School District:

- a. The School District may disclose Confidential Information to Requestor for the purpose of carrying out an audit or evaluation of Federal- or State-supported education programs, to enforce or comply with Federal legal requirements that

relate to those programs described in paragraph 9. Further disclosure by Requestor of any Confidential Information released to Requestor by the School District is prohibited by this DSA and FERPA, 34 C.F.R. Part 99.33.

- b. The types of Confidential Information which may be necessary to disclose to Requestor under this DSA may include the following: Student Name, Student Identifier, Gender, Race/Ethnicity, Grade, IDEA Indicator, Limited English Proficiency Status, Section 504 Status, Title I Targeted Assistance Participation, State, District Number, District Name, School Number, and School Name. No other personally identifiable student information will be disclosed to Requestor unless noted herein: Data entered in PowerSchool will be accessible to i-LEADR.

5. Obligations of Requestor:

- a. Requestor shall not:
 - i. Disclose any Confidential Information to any unauthorized third party, unless such disclosure is required by law or court order;
 - ii. Make any use of Confidential Information except as to perform its obligations under this DSA; or
 - iii. Make any Confidential Information available to any of its employees, officers, or agents except those internal Requestor employees who have been authorized by Requestor to use the information as a component of their project assignment(s).

The term "authorized third party" for the purposes of this DSA does not include employees, officers, or agents of the School District who are authorized to have access to Confidential Information.

- b. Requestor shall use Confidential Information provided by the School District only for the purposes agreed upon by the parties and specified herein.
_____.
- c. Requestor shall protect Confidential Information in such a manner that it will be disclosed only to Requestor staff whose duties under this DSA specifically require them to have access to the Confidential Information.
- d. Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - i. Creating, distributing, and implementing data governance policies and procedures which protect School District data through appropriate administrative, technical, and physical security safeguards and outline staff responsibilities for maintaining data security;
 - ii. Encrypting all School District data carried on mobile computers/devices;
 - iii. Encrypting School District data before it is transmitted electronically;

- iv. Requiring that users be uniquely identified and authenticated before accessing School District data;
- v. Establishing and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
- vi. Ensuring that all staff accessing School District data sign an affidavit of nondisclosure and maintain copies of signed affidavits;
- vii. Securing access to any physical areas/electronic devices where sensitive data are stored;
- viii. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
- ix. Installing anti-virus software to protect the network.

e. Upon request of the School District, Requestor shall agree to permit the School District to review or shall provide written assurance to the School District regarding the use of Confidential Information under this DSA. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of Confidential Information.

f. All Requestor employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this DSA. Requestor agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this DSA.

g. Requestor understands that the Confidential Information is protected under state and federal law and agrees to notify the School District if any Confidential Information is disclosed, either intentionally or inadvertently, or is suspected to have been disclosed within one hour of discovery.

6. Ownership of Data: By disclosing Confidential Information to Requestor, the School District is in no way assigning ownership to the Confidential Information to Requestor. Upon termination of this DSA for any reason, Requestor shall immediately return all Confidential Information, including all copies, to the School District or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Requestor will provide School District with affidavits to this effect.

7. Mutual Indemnification:

- a. Requestor agrees to the fullest extent permitted by law, that it will hold harmless, defend, and indemnify the School District, its agents, employees and board members from any liability, cost, or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expense of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by

Requestor under this DSA. The terms of this section shall survive the termination of this DSA.

- b. School District agrees to the fullest extent permitted by law, that it will hold harmless, defend, and indemnify the Requestor, its agents, employees and board members from any liability, cost, or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expense of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by School District under this DSA. The terms of this section shall survive the termination of this DSA.

8. Notices: Requestor and the School District shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party. All notices contemplated or required under the DSA shall be in writing and delivered as follows:

To the District:

Technology Services:

AND

General Counsel:

Michele E. Morris
Union County Public Schools
400 N Church Street
Monroe, NC 29112
704/296-5177

To the Requestor:

9. Miscellaneous:

- a. *Entire Agreement.* This DSA constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. *Amendment.* Modification to this DSA must be in writing and signed by each party.
- c. *Governing Law.* This DSA shall be governed by and construed in accordance with the laws of the State of North Carolina. The venue of any lawsuit pertaining to or affecting this DSA shall be in North Carolina.

- d. *Severability.* If any provision of this DSA is held to be invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
- e. *Assignment.* Neither party shall assign its rights or responsibilities under this DSA unless it receives written permission from the other party.
- f. *Non-Waiver.* Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or expectation of non-enforcement.
- g. *Counterparts.* The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the DSA, and that facsimile signatures shall be as effective and binding as original signatures.

In witness hereto, the parties signify this agreement by signature below:

Superintendent

Union County Public Schools

Brie Brane

Recipient Representative

Date

11/27/18

Date



i - LEADR
Educational Consultants

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

Bill To:
Union County Schools
400 North Church Street
Monroe, NC 28112

Proposal

Proposal Date: 9/20/18

Proposal #: 129

www.ileadr.com

www.rtistored.com

Description	Qty.	Rate	Total
RtI: Stored! - annual student licenses for 8319 students at 13 EPIC schools	8,319	3.00	24,957.00
One time initial upload fee	1	2,496.00	2,496.00
RtI: Stored! School-based MTSS Team training for 1 complimentary day and 2 additional days	2	1,500.00	3,000.00
RtI: Stored! Virtual training using webinars and training videos	1	0.00	0.00
		Total	\$30,453.00

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. i-LEADR, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) P.O. Box 625	Requester's name and address (optional) Union County Schools 400 North Church Street Monroe, NC 28112
6 City, state, and ZIP code Sherrills Ford, NC 28673	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	2		-	2	5	8	1	9
							8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Beie Beane*

Date ▶ **11/13/2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 8 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ILEAD-1

OP ID: ASU1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2018

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).

PRODUCER
Aquesta Insurance - Cornelius
PO Box 189
Cornelius, NC 28031
House Account

704-892-6411

CONTACT House Account

PHONE
(A/C, No, Ext): 704-892-6411FAX
(A/C, No): 704-892-3266E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Co

22292

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED I-LEADR Educational
Consultants LLC
PO Box 625
Sherrills Ford, NC 28673

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Business Owners			OH6A698641	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTIONS \$						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH)						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below			WZ6D397907	10/11/2018	10/11/2019	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)

CERTIFICATE HOLDER

UNIO400

Union County Schools
400 N. Church St
Monroe, NC 28112

CANCELLATION

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

ACORD 25 (2016/03)

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RtI: Stored! Contract and Rate Agreement

This contract is made and entered on the 8th day of November, 2018 by and between i-LEADR, Inc., herein after called as the service providing company AND Union County Schools, herein after referred as the service receiving site. Hereby, both the company and the school site are called as "parties".

This promissory contract is starting on the 8th day of November, 2018 and is valid for the duration of use of the RtI: Stored! platform contingent upon consecutive annual renewal licenses.

In the matter to the consideration, underneath are the clauses as agreed by both parties:

(a) Rate and Payment Agreement:

Union County Schools has agreed on RtI: Stored!'s initial year of implementation rate of \$1.75 per student license fee for all sites/students accessing only the EWS and the Tier 1 Differentiated Core Instruction Plans, with a one time implementation. The rate increases to \$2.50 per student for utilization of Tiers 2 and 3 in Stored!; and/or \$3.00 per student for access to all components in Stored!. All fees are presented to the site via invoice and must be paid within 30 days of date indicated on the invoice.

(b) School Site's Responsibility:

Hereby the school site will pay the full amount of the invoice within 30 days of the date indicated on the invoice, unless other monthly payment schedule is determined and agreed upon by both parties, at which time an amendment agreement will accompany this said contract and rate agreement.

(c) The Company's Responsibility:

i-LEADR will maintain the account and issue renewal invoices annually that honor this rate agreement.

(d) Termination:

If the time in which the school site chooses not to proceed with a consecutive annual renewal of student licenses of RtI: Stored!, this contract and rate agreement will be terminated and the school site will be subject to any increased rates and/or fees implemented after the start date of this contract.

Therefore, the attorney is requested to accept the loan contract by both parties signing the given sections below:

Signed by the Company (i-LEADR, Inc.):

Belle Beane

Date:

11/08/2018

Signed by the District Site (Union County Schools):

Date:

SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 8th day of November, 2018, by and between i-LEADR, Inc., a North Carolina Educational Consulting company (the "Service Provider") at PO Box 625, Sherrills Ford, North Carolina 28673 and Union County Schools, a North Carolina School System (the "School") at 400 N. Church Street, Monroe, North Carolina 28112.

WHEREAS, Service Provider is engaged in the business of providing consulting services to Union County Schools through a phased approach to the EPIC Schools implementation of MTSS and use of Rtl: Stored!.

i-LEADR, Inc. will provide professional development trainings, as well as direct coaching and support to district administrators, building administrators, MTSS problem-solving teams/PLCs, and teachers;

WHEREAS, the School desires to engage the Service Provider to perform the services described herein, and Service Provider desires to provide such services, in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants, representations, warranties, and mutual agreements hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

1. Services. During the term of this Agreement, Service Provider shall provide the services described on Proposal #129, attached hereto and incorporated herein by the reference (the "Services").
2. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter for 3 years - June 2022.
 - a. Effective Date. The Effective Date is November 8, 2018 (the "Effective Date").
 - b. Termination for Breach. Either party may terminate this Agreement at any time in the event of a material breach by the other party which remains uncured after five (5) business days following written notice from the non-breaching party to the party in breach.
 - c. Either party may terminate this Agreement for any reason given 30 days written notice.
3. Fees. Service Provider's compensation for performing the Services shall set forth on Proposal #129, which is attached hereto incorporated herein by this reference. Such compensation shall be payable solely by the School. Service Provider acknowledges and agrees that the fees described on Proposal #129 represent the entire compensation to which the Service Provider shall be entitled to for performing the Services. Additional service may be added and will be provided in proposal form with a new proposal number.

- a. Independent Contractor Relationship. For all purposes, including, but not limited to, the Federal Insurance Contributions Act ("FICA"), the Self Employment Contributions Act ("SECA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Internal Revenue Code, and any and all other federal, state, or local laws, rules, and regulations, each party hereto, including its officers, agents, and employees, shall be at all times an independent contractor relative to the other party. Nothing herein shall be construed to make or render either party, including any officers, agents, or employees, an agent, servant, or employee of, or a joint venture of or with, the other. If, for any reason, Service Provider, or any of its officers, agents, or employees, is deemed to be a common law employee, Service Provider hereby waives any right to, and agrees to neither seek nor accept, any benefits under any benefit plans, even if Service Provider would be eligible for such benefits.
 - b. Payment Terms. Service Provider will receive payment net (30) days of the receipts of any invoice for services rendered to the Service Provider.
4. Nonexclusive Relationship. The parties' relationship is nonexclusive; Service Provider has the right to perform services of others during the term of this Agreement, including services that are similar to the Services.
5. Non-Disclosure. At all times, both during the term of this Agreement and after its termination, Service Provider, and its employees, officers, and owners, will keep in strict confidence and will not disclose any confidential or proprietary information relating to the School or any student at the School, to any person or entity, or make use of any such confidential or proprietary information for its own purposes or for the benefit of any person or entity, except as may be necessary in the ordinary course of performing its duties under this Agreement or under the law.
6. Assignment. This Agreement and the rights and obligations of the parties hereto shall bind and inure to the benefit of any successor or successors of the Service Provider by reorganization, merger, or consolidation or otherwise and any assignee of all or substantially all of its business and properties.
7. Insurance.
 - a. Workers' Compensation. The Service Provider shall take out and maintain during the life of this Agreement the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Service Provider shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Service Provider will have employees located in the performance of this contract, and the Service Provider shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Service Provider. Coverage limits for Workers' Compensation Insurance shall meet or exceed the minimum statutory limits in North Carolina.

- b. General Liability. The Service Provider shall maintain during the life of this Agreement, a policy of Commercial General Liability Insurance, with limits of, at least, \$1 million per Occurrence and \$2 million in the Aggregate, naming and protecting the Service Provider and the School against claims for damages resulting from (i) bodily injury, including wrongful death, and (ii) property damage which may arise from operations under this Agreement whether such operations be by the Service Provider or by any subcontractor or anyone directly or indirectly employed by either of them. The School is to be named as an Additional Insured on any Insurance policy covering services performed under this Agreement.
8. Waiver of Subrogation. To the extent any damages are covered by insurance during the term of this Agreement, the Service Provider and the School waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance current as of the date of this Agreement.
9. Excuse. Neither party shall be liable for, or be considered in breach of this Agreement, on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.
10. Notice. Any notice or other communication shall be deemed given by (a) personal delivery; (b) facsimile; (c) overnight courier; or (4) a written notice mailed by certified mail, return receipt requested, provided that such notice is addressed to the parties at the addresses set forth below.
11. Iran Divestment Act Certification
Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
12. No Waiver. A A waiver of any breach of any provision hereof shall not be deemed a waiver of any other breach of the same or any other provision.
13. Entire Agreement. This Agreement sets forth the entire agreement and supersedes any and all prior agreements between these parties concerning the subject matter addressed herein. This Agreement may not be amended except by written instrument signed by both parties hereto.
14. Construction; Severability; Survival. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties hereto, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms of this Agreement shall remain in full force and effect. All provisions of this Agreement, which, by their nature, should reasonably survive the termination of this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of laws or choice of laws principles. The parties agree that any controversies, which cannot be arbitrated and which arise under this Agreement, shall be adjudicated before the State Courts for the State of North Carolina, sitting in Union County, North Carolina, or the Federal District Court for the Western District of North Carolina, sitting in Charlotte, North Carolina. Service Provider and School hereby submit themselves to the personal jurisdiction of such courts in connection with any such proceedings, and agree to accept such service of process by mail. Both parties hereto agree to waive trial by jury in any action that arises out of or relates in any way to this Agreement, including but not limited to any claim arising from any breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date above written.

NAME OF COMPANY

By: Brie Beane

Print: Brie Beane

Title: President/CEO

(DISTRICT/SCHOOL)

By: _____

Print: _____

Title: _____