

PENN CONSULTING  
CONTRACT FOR SERVICES

THIS CONTACT FOR SERVICES is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ and Althea Penn, Educational Consultant of Penn Consulting.

WITNESSED:

WHEREAS, \_\_\_\_\_, hereinafter referred to as the GRANT SEEKER desires to engage Althea Penn, hereinafter referred to as the Consultant, to assist the school, and she is willing to assist the GRANT SEEKER, in becoming an independent agent on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the GRANT SEEKER and the Consultant agree as follows:

Term: This Contract and the Consultant's performance hereunder shall be for a period of \_\_\_\_\_ months commencing \_\_\_\_\_ and continuing as needed, unless sooner terminated pursuant in further Paragraph.

Duties of Althea Penn shall provide the services set forth in the Statement of Work, which is attached hereto as Exhibit A and made a part hereof, and such other services as the parties may hereafter agree in writing.

Duties of the GRANT SEEKER: The GRANT SEEKER may provide the following to the Consultant in connection with her performance of services hereunder:

Printing and copying of all material produced by Althea Penn in connection with the performance of her services to the GRANT SEEKER hereunder.

GRANT SEEKER must provide qualified, competent personnel to assist the Consultant in connection with the performance of their services hereunder.

Accessibility and availability, as deemed necessary by an authorized officer of the GRANT SEEKER, to business and financial information (e.g. business plans, budget, certified financial records, tax exemption letters, marketing plans, strategic plans, credentials, and so forth) to assist the Consultant in connection with her performance of her services hereunder.

Consideration: As compensation for Althea Penn's agreement to provide services hereunder, the GRANT SEEKER shall pay the Consultant a retainer in the amount of \$500

for research regarding the grant project (See Exhibit B for explanation) and 2% of the amount of funding requested in advance. The payment terms thereafter shall be as follows: \$\_\_\_\_\_ per month. The Consultant shall receive a standard fee of \$\_\_\_\_\_ per month for grants submitted as invoiced, and in accordance to the set deliverables for the billing period as outlined in the Statement of Work.

In addition to the initial grants, the GRANT SEEKER may retain the Consultant's research services on a monthly basis at \$75 per hour times the number of hours submitted per consecutive month, and approved by the GRANT SEEKER, payable by the fourteenth of each month. The minimum number of hours the Consultant will be paid for in any month period is 2 hours per week. The maximum number of hours the Consultant will be paid for in any month period is 20 hours per week.

The Consultant shall also be allowed to include a "Grants Management Fee" as a line item into the budget of each grant (requesting \$100,000 or more) which the Consultant writes for the GRANT SEEKER. The "Grants Management Fee" shall not exceed 7% of the total grant budget or \$3,500, whichever is the lesser. Althea Penn shall be paid the "Grants Management Fee" only if the grant is awarded with the approval of the Grants Management Fee line item in the budget.

The Consultant shall submit to the GRANT SEEKER, a detailed invoice for the number of hours worked during the billing period, along with the deliverable, as described in the Statement of Work, by the 1st of the following month. The Consultant shall not receive any remuneration's for the management fee from the GRANT SEEKER, until such time as all invoices and/or discrepancies have been corrected, settled, and reports are approved by the GRANT SEEKER.

Expenses and Charges: The Consultant may not incur or bill expenses as needed in conjunction with the performance of her services pursuant to this contract to the GRANT SEEKER.

Independent Consultant: The parties understand and agree that The Consultant shall at all times be considered an independent consultant, rather than a co-venture, agent, employee or officer of the GRANT SEEKER, and that Consultant shall not hold themselves out to the public as a co-venture, agent, employee, or officer of the GRANT SEEKING ORGANIZATION.

The Consultant shall develop her business by whatever means and methods that they deems necessary and at their own discretion. The Consultant shall be free to devote to their business such portion of their time, energy, effort and skills they see fit without interference from the GRANT SEEKER except where otherwise referenced in this Contract.

Solely the Consultant shall determine her work schedule, except whereas the GRANT SEEKER requests limited accessibility during its operating hours. In conducting their business, Penn Consulting and its agents:

(I) Shall not be subjected to control or supervision by the GRANT SEEKING ORGANIZATION,

(II) Shall work on an irregular basis,

(III) Shall work at such times as they elect, and

The GRANT SEEKER will not provide, nor will it be responsible to pay for any benefits for the consultant, including but not limited to health insurance, paid vacations, paid holidays, paid sick leave or disability insurance coverage of whatever nature. Any such benefits shall be secured and paid for by the Consultant, herself.

The parties agree that the payments from the GRANT SEEKER to Althea Penn d.b.a. Penn Consulting

(I) constitute ordinary income to the Consultant,

(II) are deductible from the federal gross income of the GRANT SEEKER as an ordinary and necessary business expense under Section 162 of the Internal Revenue Code of 1986, as amended, and

(III) do not constitute wages for purposes of the Federal Income Contributions Act (FICA) but constitute earnings from self-employment for purposes of FICA. Althea Penn hereby acknowledges that, as an independent consultant (non-employee), she is responsible for the payment of all her own federal income taxes and self-employment taxes together with any and all corresponding state, local, and county taxes, and the Consultant hereby agrees to meet such responsibilities. Althea Penn hereby waives and releases any claims they have or may have against the GRANT SEEKER now or in the future respecting such taxes or in the failure of the GRANT SEEKER to withhold, pay or contribute to such taxes on behalf of the consultant or her firm. Such waiver and release are material consideration for this Contract.

The parties agree to file tax returns and pay taxes consistent with such intentions, to resist (and cooperate with each other in resisting) any assertion to the contrary by any government agencies, and to indemnify each other from and against any loss or expense by reason of breach of such agreement. Such agreement and obligations shall survive termination or expiration of this contract.

Confidentiality of the GRANT SEEKER'S Information: Althea Penn acknowledges being advised that certain data, materials and information may be disclosed to them hereunder by the GRANT SEEKER. The Consultant agrees to protect the confidentiality of the aforementioned information and to not disclose it or discuss it with other parties without the prior consent of the GRANT SEEKER; provided, however, that: In the event Althea Penn receives a subpoena or other validly issued administrative or judicial process or order requesting the release of the aforementioned information, Althea Penn shall provide prompt notice to the GRANT SEEKER of such receipt, and Althea Penn shall thereafter be entitled to comply with subpoena or other process to the extent permitted by law.

Althea Penn shall not be liable for disclosures of the aforementioned information if such disclosures occur despite her exercise of the same degree of care, which she uses to protect

her own like information. The consultant may use or disclose information (including, but not limited to, ideas, concepts, know how, techniques, and methodologies)

- (I) Previously known to them,
- (II) Independently developed by them,
- (III) Acquired by them from a third party which is not, to their knowledge, under an obligation to the GRANT SEEKER not to disclose such information, or
- (IV) Which is or becomes publicly available through no breach of the Contract.

Ownership of Documents and Materials: All original final plans and reports and other formal original documents prepared or developed by Althea Penn pursuant to this Contract (the "Deliverables") shall, upon the GRANT SEEKER tendering of all amounts payable hereunder, become the exclusive property of the GRANT SEEKER. The consultant shall; however, be entitled to retain her work papers and any other materials developed hereunder that are not defined herein as Deliverables. Except as provided below, use of the Deliverables, other than related to the performance by Althea Penn of their services hereunder, without the prior consent of the GRANT SEEKER is prohibited. This Contract shall not, however, preclude Althea Penn from developing other original documents for themselves, or for others, which are based upon ideas, concepts, know how, and techniques related to the scope of the consultants services and used in the course of providing their services to the GRANT SEEKER (provided they contain no specific identifiable elements unique to the GRANT SEEKER or its operations) irrespective of their similarity to the Deliverables which may be delivered to the GRANT SEEKER pursuant to this Contract.

Termination: Either party hereto may terminate this Contract and the Consultant's performance hereunder by providing the other with at least thirty days prior written notice of termination, provided, however, that this Contract and the consultant's performance hereunder shall immediately terminate in the event the GRANT SEEKER'S funding is decreased or terminated.

Successors and Assignees: This Contract and all its terms, covenants and conditions shall be binding on, insure to the benefit of and be enforceable by the parties hereto and their respective successors and assignees.

Governing Law: This Contract shall be construed in accordance with and governed by Georgia Law, and suit, if any, must be brought in the State of Georgia.

Waivers and Amendments: This Contract may be amended, superseded, canceled, renewed or extended, and its terms or covenants may be waived, only by a written instrument executed by the parties hereto, in the case of a waiver, executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party or the breach of any term or covenant contained in this Contract, whether by conduct or otherwise, in any one more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any similar or

dissimilar term or covenant contained herein, at the same or any prior or subsequent time. The parties reserve the right, by mutual written consent, to amend, modify, supersede, and cancel this Contract, or to waive the terms or conditions hereof, without the consent of any other person (natural or otherwise) not a party to this Contract.

Entire Contract: This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Invalidity: The invalidity or lack of enforceability of any provision of this Contract shall not effect the validity and continuing effectiveness of any provision hereof.

Headings: The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Counterparts: This Contract may be executed simultaneously in several identical counterparts, each of which shall be deemed an original but all of which together shall constitute on and the same instrument. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESSES WHEREOF, the Consultant and the GRANT SEEKER has executed this Contract for services as of the date and year first written above.

GRANT SEEKER

By: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

PENN CONSULTING

By: Althea Penn, M.Ed.Ad., NAC, PDS

Title: Educational Consultant

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT FOR SERVICES  
EXHIBIT A  
STATEMENT OF WORK

**PENN CONSULTING:** The Consultant will research available grants on the GRANT SEEKER'S behalf, prepare grant proposals and applications, attend potential funding meetings, and research, (i.e. library services, internet, identifying funders, establish contact with funders, obtaining proposal guidelines and applications, etc.).

**Grant Writing:** The Consultant will prepare grants monthly in pursuit of funds from local, state, federal or private funding sources. Althea Penn will submit a written list of sources and obtain the GRANT SEEKER's permission, prior to the pursuit of any funds from the source on behalf of the GRANT SEEKER with subsequent grant proposal or application. In summary, the GRANT SEEKER reserves the right to accept or reject any funding sources THE CONSULTANT pursues on its behalf.

CONTRACT FOR SERVICES  
EXHIBIT B

EXPLANATION OF FEES

| Description and/or<br>Wkly Hours Worked  | Fees                                      | Terms   |
|--|---|---|
| Retainer   | \$500                                     | Due in advance of search                                      |
| 2% of Initial Grant Amount<br>\$10K = \$200<br>\$25K = \$500<br>\$50K = \$1,000<br>\$75K = \$1,500<br>\$100K = \$2,000<br>\$250K = \$5,000 maximum |   | Due in advance of research, grant preparation, and submission |
| Research and consulting<br>Minimum 2 hrs/week<br>Not to exceed 20hrs/week<br>(optional service for subsequent grants)                              | \$75/hr                                   | Due the 14th of Month   |
| Subsequent Grant submissions<br>(Typically two per month)  | \$1,000                                   | Due in advance of submission                                  |
| Grants Management Fee for grants over \$100K   | 7% or \$3,500,<br>whichever is the lesser | Due upon grant award  |