



NORTH CAROLINA CENTER FOR THE ADVANCEMENT OF TEACHING

CONTRACT FOR PROFESSIONAL SERVICES

{May 2022-June 2022}

The North Carolina Center for the Advancement of Teaching ("NCCAT") and **NC Peak**, ("Contractor"), whose principal office is located at 310 Melissa Way, Hendersonville, NC 28791, for the respective considerations and conditions set forth below, mutually enter into this contract as of **May 4, 2022** as follows:

1. SERVICES AND TERM. (Contractor) NC Peak shall provide **NCCAT Strategic Plan** as per the scope of services set forth.

The term of the contract will take place between **May 4, 2022** and **June 30, 2022**.

SCOPE OF SERVICES.

Creation of a new Strategic Plan for NCCAT to include:

- a.) **Plan** - review of relevant existing data (including but not limited to a review of the current strategic priorities, demographic data, staffing information, budget data, philanthropic data, programming information, grant information, stakeholder engagement data, social media and website content & engagement information)
- b.) **Prepare** - facilitate the process for creating a new strategic plan (including but not limited to goal setting, surveys, and interviews with key stakeholders)
- c.) **Create** - craft a new strategic plan to serve as a roadmap for NCCAT's programming and service delivery.

2. WARRANTY OF SERVICES. Contractor warrants that Contractor is in the business of providing the services described in Paragraph 1 above and is fully able to perform the work in accordance with the highest professional standards and that independent contractor will perform the agreed assignments within such times and in the form agreed to herein.

3. COMPENSATION. In consideration of the services rendered by Contractor, NCCAT agrees to pay Contractor **\$9,850 (nine thousand eight-hundred and fifty dollars)**, on satisfactory completion of the services designated in paragraph 1, above, and upon receipt of an itemized statement of prior services rendered.

4. EXPENSES. Contractor is responsible for personal travel, meals, lodging, and such other expenses as Contractor may incur in the fulfillment of this contract.

5. INDEPENDENT CONTRACTOR. It is understood and agreed by the parties hereto that said NC Peak is an independent contractor and is not an employee of NCCAT. Nothing in this agreement shall be construed to place the parties hereto in an employer-employee relationship, joint venture, or partnership. As an independent contractor, the NC Peak shall perform the Services required without direction from NCCAT. NC Peak shall work in cooperation with the administration and staff of NCCAT as may be required to perform the duties and services as are contemplated by this Agreement.

It is further understood and agreed by the parties hereto that said NC Peak shall not bind NCCAT for any expenditure in performing the Services, except as specifically provided in this Agreement, and that NCCAT shall not become liable for any labor, materials, services or any other expenses, unless specifically agreed to in writing by NCCAT Manager.

6. COPYRIGHT OWNERSHIP. It is expressly understood and agreed that the copyright(s) in any tangible work-product and tangible expression ("Work") created pursuant to this contract, at whatever state of completion, shall be owned by NCCAT, as the creator/author of the Work, as a "work for hire" as defined in 17 USC 101, and/or by specific assignment of all interests in the Work by execution of this contract. It is further agreed that the physical Work is owned by NCCAT, and it may use the Work in any manner, and Contractor waives all future rights, including the rights of attribution and integrity.

By entering into this Agreement, the NC Peak acknowledges that any and all materials supplied to the NC Peak for the performance of this Agreement are the exclusive intellectual property of NCCAT, which reserves without limitation all rights, title, and interest relating thereto, including the concepts and structure of said intellectual properties, and their production, use, and copyright. The NC Peak specifically disclaims and waives any and all rights to the use of any intellectual property provided pursuant to this Agreement, including any present or future claim the NC Peak may have to the same, whether based in "fair use" or any other theory. Any unauthorized use of concepts or materials shall be prosecuted to the fullest extent of the law, and the NC Peak shall be liable to NCCAT as provided by applicable law for unauthorized use of its property. This clause shall survive the expiration or termination of this Agreement.

The NC Peak agrees to communicate the results of the Services only to and as directed by NCCAT, and that otherwise such information shall be kept strictly confidential, per NC public record law.

7. WAIVER OF PERFORMANCE BOND. Because satisfactory performance is required prior to payment under this contract, a performance bond otherwise required of independent contractor by regulations of the State of North Carolina is hereby waived.

8. INSURANCE. Contractor shall furnish all workers' compensation, liability insurance, and other insurance as may be required to protect Contractor and the State of North Carolina from claims that may result from the performance of this contract .

9. ASSIGNMENT. This contract shall not be assigned without prior written approval.

10. USE OF CONTRACT FOR ADVERTISING. Contractor may not use this contract for advertising purposes without the prior written approval of NCCAT.

11. USE OF NAMES AND MARKS. Contractor will not use the marks or names of NCCAT for any purposes without prior written approval of NCCAT.

12. GOVERNING LAW; EXCLUSIVE JURISDICTION. This contract shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Contractor consents to the exclusive personal jurisdiction and venue of the courts located in North Carolina.

13. TERMINATION. NCCAT may cancel this contract upon 10 days' prior written notice for any reason, provided that Contractor shall be paid for satisfactory services rendered under this contract prior to the effective date of its cancellation.

14. AVAILABILITY OF STATE FUNDS. This Agreement and related agreements are subject to the availability, appropriation, or grant of state, federal, or other funds to pay amounts due or to perform under this Agreement.

15. COMPLIANCE WITH STATE AND FEDERAL LAWS. The parties shall comply with all federal, state, and municipal laws, rules, and regulations that are applicable to the negotiation and performance of this contract.

16. ENTIRE AGREEMENT. This contract states the entire agreement between the parties as of the date of the final signature below in respect to the subject matter of the agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements.

17. NO AGENCY OR EMPLOYMENT RELATIONSHIP. This contract shall in no way be interpreted as creating an agency or employment relationship between the parties.

18. SEVERABILITY. If any part of this contract is held to be in violation of any law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties.

19. MODIFICATION IN WRITING. This contract may be modified only by written amendment executed by the authorized representatives of both parties.

20. NOTICE FOR FORMER STATE EMPLOYEES NOW RETIRED AND RECEIVING STATE RETIREMENT SYSTEM BENEFITS.

Legal restrictions on State retirees returning to work for a state entity, even as an independent contractor, pose risks that retirees not following the law will lose his/her retirement benefit, and will have to repay benefits already received. Under the new definition of "retirement," a newly retired State employee is only eligible to receive his/her retirement benefit from State Retirement, when that person has: (1) completely separated from active service with "no intent or agreement, express or implied, to return" to State work; and (2) not performed work of any kind for the State, including "part-time, temporary, substitute, or contractor service," during the first six months after the date of the retirement.

Earnings limits for State retirees are also in place. The formation of a corporation, in and of itself, does not exempt retired employees from the earnings cap provided under the retirement statute. If the corporation is formed for the purpose of providing services to a State employer, the employees are made up primarily of State retirees and would render service to State employers based on a contract; then this does not meet the test for being exempt from the earnings restrictions. Even though the agreement or contract is with the corporation, the individual beneficiary is rendering service to a former or associated employer. Any money received as compensation pursuant to that contract would count as part of the State retirees' re-employment earnings under N.C.G.S.135-3(8)c. On the other hand, if a retired member leaves the State and goes to work for an established corporation that (1) has multiple employees who are not predominately former State employees, and (2) the corporation provides contract services to multiple employers that are not Public agencies, then those earnings would not be subject to the earnings restrictions.

In agreement to the foregoing, the parties, or their authorized representatives, hereby affix their signatures.

Jan C. King

Name

Authorized Signatory

DocuSigned by:

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05/05/2022

Date:

310 Melissa Way

Address:

Hendersonville, NC
28791

Federal Tax Identification Number:

88 0688836

The North Carolina Center for the Advancement of Teaching



5/05/2022

By: Tina Wilson / Dr. M. Brock Womble
Chief Business Officer or Executive Director

Date

For Accounting Use Only

Contract No _____ P&C Cert (Yes ___ No ___ N/A ___) NCAS Account _____ Funding Approval \$ _____



QUOTE for Professional Services

NC Peak Education, LLC

310 Melissa Way

Hendersonville, NC 28791

(828) 606-0177

NCPeakEducation@gmail.com

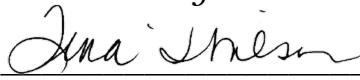
Date:

April 29, 2022

Quote # 48-01S

Quote Prepared for:

The North Carolina Center for the Advancement of Teaching
 276 NCCAT Drive
 Cullowhee, North Carolina 28723

Description of Service:	Cost:	Extended Cost:
<p><i>Scope of Work:</i></p> <p>Creation of a new Strategic Plan for NCCAT to include:</p> <ul style="list-style-type: none"> • Plan - review of relevant existing data (including but not limited to a review of the current strategic priorities, demographic data, staffing information,, budget data, philanthropic data, programming information, grant information, stakeholder engagement data, social media and website content & engagement information) • Prepare - facilitate the process for creating a new strategic plan (including but not limited to goal setting, surveys, and interviews with key stakeholders) • Create - craft a new strategic plan to serve as a roadmap for NCCAT's programming and service delivery. 	<p>\$9,850</p>	<p>\$9,850</p>
	<p>TOTAL:</p>	<p>\$9,850.00</p>
<p><i>Terms:</i> Quote is valid for 30 days.</p> <p><i>Authorized signature to accept quote:</i></p> <p></p> <hr/> <p><i>Printed</i> Name: <u>Tina Wilson</u> Date: <u>5/05/2022</u></p>		

Thank you for considering NC Peak. Email questions or signed quote to NCPeakEducation@gmail.com