

INDEPENDENT FEDERAL GRANT-WRITING AND RESULTING CONSULTATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made by those purchasing (via Shopify from the Project ACHIEVE Educational Solutions website) the Grant Writing and additional (as relevant below) consultation services beginning on or after August 1, 2025 (the “Effective Date”) as related to the 2025/2026 U.S. Department of Education’s School-Based Mental Health Services Grant between the District or Educational Setting Purchaser (“Grant Applicant”) and Howard M. Knoff d/b/a Project ACHIEVE/Project ACHIEVE Press (“Independent Contractor”) who practices from 11600 Court of Palms, Unit 703, Fort Myers, FL 33908; (collectively, the “Parties”).

1. **Duties.** The Grant Applicant engages the Independent Contractor, and Independent Contractor accepts such engagement, as a contractor independent of the Grant Applicant. The Independent Contractor is engaged initially to help the Grant Applicant apply for the U.S. Department of Education’s Fall 2025/Winter 2026 School-Based Mental Health Services Grant (herein referred to as the “Grant”), and then to assist the Grant Applicant with the implementation of all Independent Contractor-related activities written into the Grant proposal, if awarded. These activities are more specifically set forth in Attachment “A” hereto (note: some Grant Applicants may choose not to engage Dr. Knoff in grant-related activities).

2. **Term.** The term of this Agreement shall commence on the Effective Date of Purchase of the Grant-Writing services and shall continue either (a) until the Grant application is officially denied or rejected by the funding source—if Dr. Knoff’s consultation services are not written into the Proposal (although this Agreement will continue to be binding if the U.S. Department of Education awards the same Grant proposal in a subsequent year); or (b) until the end of the Grant if awarded (as specified in the Grant Proposal, including any applicable No-Cost Carry-Over years)—and if Dr. Knoff’s consultation services are written into the Proposal.

During the grant writing process, either party may terminate this Agreement up until 14 calendar days prior to the Grant submission deadline upon written notice to the other party of its intent to terminate. The Grant Applicant may terminate this Agreement only if the Independent Contractor has committed demonstrated fraud, gross negligence, or willful misconduct (collectively referred to as “Cause”) as described and documented in the written notice. If Cause is demonstrated, the Independent Contractor will receive a refund prorated to the number of days of services not provided—from the date of notice to the announced date of Grant submission. The Independent Contractor may terminate this Agreement for any reason, and will provide the Grant Applicant a refund prorated to the number of days of services not provided—from the date of notice to the announced date of the Grant submission. However, if the termination is due to documented Cause (as above, including violations of ethics or professional practices by any employee within the Independent Contractor’s designated business), no refund will be due.

If this termination is initiated by either Party, the Grant Applicant will have 5 calendar days to return all materials to the Independent Contractor, it shall destroy all electronic or other copies of these materials in its possession, it shall lose full access to the dedicated Grant-Writing website,

and it shall not be permitted to use any grant proposal drafts, related materials, or intellectual property provided by and/or owned by the Independent Contractor in any grant application in perpetuity. This Agreement cannot be terminated between the time of the Grant submission and the Grant's denial or award.

If the Grant is awarded and the Independent Contractor is providing (or will provide) the consultation or related services written into the Grant Proposal, the Parties may only terminate this Agreement upon providing 30 days prior written notice to the other party of the intent to terminate. If either Party terminates this Agreement, the Grant Applicant will have the same 30 days to return all materials that are proprietary and not in the Public Domain to the Independent Contractor, it shall destroy all electronic or other copies of these same materials in its possession, and it shall not be permitted to use any materials or intellectual property provided by and/or owned by the Independent Contractor at its site(s) or in any future grant applications or activities in perpetuity.

The Grant Applicant may terminate this Agreement only if the Independent Contractor has committed fraud, gross negligence, or willful misconduct (collectively referred to as "Cause") as described and documented in the written notice. If the Grant Applicant terminates the Independent Contractor without Cause, then all amounts invoiced and due to Independent Contractor for the remainder of the full term of this Agreement shall be immediately due and payable, including any unreimbursed travel or per diem expenses already committed to and/or paid by the Independent Contractor (with documentation). The Independent Contractor may terminate this Agreement for any reason, but if it is due to proven Cause (including violations of ethics or professional practices) by any of its employees, then all amounts invoiced and due to Independent Contractor for the remainder of the full term of this Agreement shall be immediately due and payable.

3. **Independent Contractor Relationship.** Independent Contractor is an independent contractor and is not an employee, servant, partner, or joint venturer of the Grant Applicant. Grant Applicant is contracting with Independent Contractor for a particular result, as set forth herein and the manner in which Independent Contractor achieves that result shall be, so long as reasonable, satisfactory, and acceptable to Grant Applicant in the reasonable exercise of its judgment, and in compliance with all applicable laws, in the sole determination of Independent Contractor.

4. **Independent Contractor's Equipment.** Independent Contractor shall be solely responsible for providing, paying for, and maintaining any and all equipment, including computer equipment, and other supplies necessary and appropriate for the performance of Independent Contractor's services hereunder.

5. **Other Agreements.** Grant Applicant hereby represents that it is not bound by the terms of any agreement with any other person or entity that prohibits or otherwise restricts it from entering into this Agreement.

6. **Payment.** For grant-writing services, the Grant Applicant shall pay the amount on the Project ACHIEVE website through its Shopify store. Payment by the Grant Applicant for the Independent Contractor's services as set forth herein legally binds the former to all of the provisions in this Consultation Services Agreement.

For consultation or related services associated with a successfully-funded Grant, the Grant Applicant shall pay the Independent Contractor in accordance with the specifics outlined in the Grant Proposal and Budget—including the number of annual on-site consulting days and off-site consulting days or hours, all per diem and/or hour consulting fees, and per diem/travel expenses, respectively. These shall be submitted to the Grant Applicant during the grant writing process, shall be mutually agreed on prior to or upon the act of submitting the Grant proposal, and shall not be unilaterally changed prior to the proposal's submission or thereafter.

If the Grant is awarded, the Independent Contractor will invoice the Grant Applicant on a quarterly flat-fee basis per the Federal fiscal year (October 1, January 1, April 1, July 1). Such invoices will be paid by the Grant Applicant within 30 calendar days, and any payments past due will incur an initial 3% Late Fee, and then a 1.5% Late Fee for subsequent months as allowed by Florida law.

If one or more scheduled on-site consultation days are cancelled due to weather, natural disasters, COVID or Flu shut-downs, other school closures, or other unforeseen events or conditions—and the Independent Contractor is already in the Grant Applicant's locale—the consultation day will be counted and made up virtually, if possible, at a later date. If on-site consultation days are cancelled, as above, and the Independent Contractor has not left his home city, the Independent Contractor will make a good faith effort to make up those days, but this is not guaranteed. Beyond this, this Agreement allows no force majeure provisions.

7. **Taxes.** Grant Applicant is not responsible for withholding, and shall not withhold or deduct from payment to Independent Contractor, federal, state, or local withholdings, FICA, FUTA, or other taxes or withholding of whatever sort, unless such withholding becomes legally required.

8. **Schedule and Hours.** No specific days, hours, or schedules are specified for the contracted grant-writing services.

For the consultation services written into an awarded Grant Proposal, the annual number of on-site consultation days and off-site/virtual consultation days or hours will be those included in the submitted Grant Proposal. If needed and agreed on, the Parties can add on-site or virtual consultation days at a rate consistent with the budget in the Grant Proposal or as agreed upon. While every good faith effort shall be made to complete the on-site days written into the Proposal each year, the Independent Contractor is not obligated to do so. In this event, off-site/virtual consultation days will be used to complete the total number of days specified—to the degree that a mutually-agree upon schedule can be determined. The Independent Contractor has no obligation to work any particular days or hours.

9. **Waiver and Severability.** Waiver by either party of any breach by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of competent jurisdiction to be void or unenforceable in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separate from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant. Provided, however, that it is the intent of the Parties hereto to agree such that Independent Contractor shall provide to Grant Applicant the listed services for the stated remuneration and any enforceable ruling from a court of competent jurisdiction that precludes or significantly impairs such a relationship between the Parties shall render this entire Agreement null, void, and of no effect as of the date of such ruling.

10. **Applicable Law; Fees and Expenses.** This Agreement shall be construed and governed in accordance with Florida law. The Parties consent to the exclusive jurisdiction of any court sitting in Lee County, Florida (or the county of the Independent Contractor's home residence should he move) that is competent to hear matters arising under this Agreement for the litigation of any matter arising under or related to this Agreement. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in litigating or otherwise settling or resolving such dispute whether or not an action is brought or prosecuted to judgment. In construing this Agreement, none of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same.

11. **Modifications.** This Agreement may not be modified or amended except in a writing signed by both parties hereto.

12. **Assignment.** This Agreement may not be assigned by either of the Parties without the prior written consent of the other.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between Grant Applicant and Independent Contractor with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

14. **Amendments.** This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected except by an instrument in writing executed by or on behalf of the Party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one of such counterparts.

16. **Section Headings.** The section headings have been inserted for a convenience only and are not to be considered when construing the provisions of this Agreement.

INDEPENDENT CONTRACTOR:
Howard M. Knoff, d/b/a Project ACHIEVE

Attachment “A”

DUTIES

- Independent Contractor will assist the Grant Applicant in the writing of the following federal grant to which the Grant Applicant is applying (the “Grant”):

2025/2026 U.S. Department of Education’s School-Based Mental Health Services Grant

- If Grant Applicant receives the Grant, Independent Contractor will provide the services to Grant Applicant that are written into the Grant Proposal for the term of the Grant, unless the Agreement is terminated as specified in the Agreement, or unless mutually modified or amended in writing and signed by both parties hereto.