

**CONTRACTUAL AGREEMENT**  
**Kentucky Educational Development Corporation**



This AGREEMENT made on October 18, 2018 between Kentucky Educational Development Corporation (904 Rose Road, Ashland, KY 41102) and Devian, LLC:

(please provide mailing address below)

114 Squires Pointe Rd.  
Paris, Ky 40361

**Services to Be Performed:** Contractor agrees to perform the following services for the Client:

Provide KEDC with platforms services online for teacher support with Project(s) CHARGE/ASPIRE/ACHIEVE/HEART/LINK and provide online data tools for migration between schools for peer and administrator observations, activities, assignments, and applications between on-line platforms and apps for devices.

**Time for Performance:** Contractor agrees to complete the performance of these services, as assigned:

Services will be performed and modified once per month to align with Project(s) CHARGE/ASPIRE/ACHIEVE/HEART/LINK as it relates to day-to-day activities and needs from school districts. Contractor agrees to build and code up applications as needed or requested from KEDC and maintain the performance and necessary requirements for online services.

(Invoice will reflect dates of performance and services)

**Payment:** In consideration of Contractor's performance of these services, Client agrees to pay Contractor as follows: (Contractor may submit invoices as needed per application) / Fees are based per application. This Contract shall supersede the past contract made for similar services with projects ACHIEVE/HEART/LINK.

**Fees (per application):** \$6,700.00 fee per month for contractual applications for KEDC to request needed services for online and/or device applications (must be approved by Project Director before proceeding). Web-based platforms required for software locations will be the responsibility of KEDC. Total amount of contract not to exceed \$ 80,400.00 for the 2018-2019 fiscal year.

**Invoices:** Contractor will submit invoices and appropriate KEDC payroll forms W-9.

*KEDC reserves the right to review the progress of the contractor's performance to evaluate the quality of work. KEDC may void this contract, if the contractor's performance does not meet or exceed standards set by the program guidelines or the KEDC Director.*

  
\_\_\_\_\_  
Signature of Contractor

10 / 18 / 2018  
\_\_\_\_\_  
Date

Clarke Jones  
\_\_\_\_\_  
KEDC Director (Designee)

10/18/2018  
\_\_\_\_\_  
Date