

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



This AGREEMENT made on **February 7, 2019** between Kentucky Educational Development Corporation (904 Rose Road, Ashland, KY 41102) and **Devian, LLC:**

(please provide mailing address below)

Jason Crossfield  
114 Squires Pointe road  
Paris, KY 40361

**Services to Be Performed:** Contractor agrees to perform the following services for the Client:  
Provide KEDC with a build out of registration/cloud-based/profile building services online for programs support with KEDC Project(s) and provide an online data tool for migration between schools, students, teachers, and communities for public social media viewing, activities, assignments, and media outlets between on-line platforms and apps for devices to be used for schools grades 6-12.

**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 KEDC Project(s) as it relates to day-to-day activities and needs from school districts, students, and teachers. 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 for this platform.


**Fees (per application):** \$20,000.00 for the structure process of an profile building application to use with social media / \$10,000.00 for developing the final phase of this application 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 \$30,000.00 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

2/15/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
KEDC Director (Designee)

2/20/2019  
\_\_\_\_\_  
Date