

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into as of December 16, 2020 between Class Tech Tips, LLC (the "Contractor") and Kentucky Educational Development Corporation, KEDC (the "Organization"), and represents the complete understanding of the services to be provided to the Organization by Contractor in connection with the contracted professional development.

In consideration of the premises and the mutual agreements, representations, warranties, covenants and understandings hereinafter set forth, the parties hereto agree as follows:

**Term.** This Agreement shall be effective as of the date hereof; provided, however, that the parties acknowledge that the Services (as defined in Section 2) to be provided by Contractor to the Organization shall occur on on six Wednesdays at 3:30PM CT beginning January 27, 2021 (the "Conference Date"). For the avoidance of doubt, Contractor hereby acknowledges that as of the effective date of this Agreement, Contractor shall be bound to provide the Services on the Conference Dates and that the term of this Agreement shall conclude upon the adequate provision of such Services.

**Services.** During the Conference Date, Contractor shall render to the Organization services, including: six 90-minute webinars; approximately 60 minutes of instruction/work time, 30 minutes of support and answering questions on the call; Each webinar includes a digital handout with a checklist and next steps for participant turn-key

- January 27, 2021 at 3:30PM CT
- February 3, 2021 at 3:30PM CT
- February 10, 2021 at 3:30PM CT
- February 17, 2021 at 3:30PM CT
- February 24, 2021 at 3:30PM CT
- March 3, 2021 at 3:30PM CT

*Hosted by Class Tech Tips, LLC on GoToWebinar, Zoom, or similar platform; or hosted on platform established by organization; preference of organization*

**Recordings of sessions:** Webinar recorded and submitted for internal use only (posted on professional development portal; streaming content only, no downloads; for use through the end of the 2020-2021 school year); upon request of organization

**Compensation.** In consideration of the services to be provided by the Contractor to the Organization, the Organization agrees to pay \$10,500 (the "Compensation"). The Compensation shall be made by the Organization no more than 60 days following the Conference Date.

**Entire Agreement; Amendment of Agreement.** This Agreement, together with Specification of Services to be provided by the Organization to Contractor pursuant to the Services listed above, represents the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the

parties, whether written or oral, relating to the subject matter hereof. This Agreement may be amended only by a written document signed by both Contractor and an authorized representative of the Organization.

**Termination.** Either party may terminate this Agreement, with or without cause; provided, however, that the terminating party must provide the non-terminating party advance written notice 30 days prior to the event, unless otherwise mutually agreed upon. Failure to provide this notice will result in the Organization to pay 100% of speaker's fee. In the event the Contractor is unable to perform any of the terms or conditions of this Agreement due to events or causes outside the Contractor's control (*Force Majeure*), the Contractor shall not be deemed to be in breach of this Agreement or liable to Organization for costs of any kind. However, a later date may be rescheduled and in the event of not being able to reschedule this contract will be canceled with no penalty for the vendor.

**Contractor's Warranty.** Contractor warrants that the consultant is competent to perform the Services and that has the necessary qualifications including the knowledge, skill and ability to perform the Services.

**Governing Law; Venue.** This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of New Jersey, and all rights and remedies shall be governed by such laws without reference to principles of conflict of laws or comity that may look to the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first written above.

THE ORGANIZATION: Kentucky Educational Development Corporation, KEDC

\_\_\_\_\_ (Representative Name, Title)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

CONTRACTOR: Monica Burns, Founder, Class Tech Tips, LLC

 \_\_\_\_\_ (Signature)

January 4, 2021 \_\_\_\_\_ (Date)