

CLIENT SERVICES AGREEMENT

#432

Kentucky Education Development Corporation
904 Rose Road
Ashland, KY 41102

and

INSTRUCTIONAL COACHING GROUP
PO BOX 35
North Loup, NE 68859

The Instructional Coaching Group looks forward to partnering with you! Please read this agreement in its entirety before signing.

THIS AGREEMENT is made and entered into by and between Instructional Coaching Group, LLC (Jim Knight or Individual Consultant and Kentucky Education Development Corporation.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Kentucky Education Development Corporation with Instructional Coaching Professional Development.

This agreement supersedes all other agreements made between Kentucky Education Development Corporation and the Instructional Coaching Group.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Instructional Coaching Group, LLC, shall furnish the necessary personnel, equipment and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work required in the provision of Instructional Coaching Professional Development.

All parties understand that the resources and training received are the intellectual property of Instructional Coaching Group and are not to be replicated in any way.

If the work referenced below is for offsite virtual training, Instructional Coaching Group will conduct each workshop through the Zoom platform. The sessions cannot be recorded and are the intellectual property of Instructional Coaching Group.

PERIOD OF PERFORMANCE

Subject to its other provision, the period of performance of this contract shall commence October 5-8, 2021.

SCHEDULED DATES ARE AS FOLLOWS:

DATE	SCOPE	PRESENTER	COST
December 6, 2021	GROWTH Coaching (in-person)	Amy Musante	\$6,500
December 7, 2021	Better Conversations (in-person)	Amy Musante	\$5,800

These dates can be amended with the agreement of both parties.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will be \$12,300 (see above schedule.) This does not include the cost of resources. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount. Work will be invoiced following the first day of work listed above.

Materials are not included in the above pricing.

Required Resources:

Better Conversations Bundles: \$38/per person

Leader as Coach Workbook, The Leader's Guide to Coaching in Schools: \$47.95/per person

BILLING PROCEDURE

Instructional Coaching Group, LLC, will send invoice(s) to:

Kentucky Education Development Corporation	Attn: Abby Laber	abby.laber@kedc.org
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Payment to the Instructional Coaching Group, LLC, for approved and completed work will be made within 30 days of the event. Invoices with unpaid balances that extend beyond 30 days will be charged an additional \$250 fee for every month it goes unpaid. Payment made before the engagement date is preferred, but not required. This policy will be enforced.

Please send all payments to:

Instructional Coaching Group
Attn: Ruth Ryschon
P.O. Box 35
North Loup, NE 68859

CONTRACT ALTERATIONS AND AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Contract or a scheduled event upon 40 days prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. If this contract is terminated within 20 days of the event date the party will have one calendar year to make up the contracted work. In the event of cancellation, all nonrefundable travel expenses incurred will be charged.

ICG associates/consultants will do everything within their power to get to their contracted commitments, but from time to time, travel cancellations do occur due to weather or mechanical issues that are beyond their control. In these instances, ICG is not responsible for any expenses that may have been incurred by the contractee. In an event of this nature, ICG will work with the contractee to reschedule the event as soon as possible, to the satisfaction of both parties. If any travel expenses have been incurred by the consultant (flight change fees, hotel stays), the contractee is responsible for reimbursing these costs. This policy will be enforced.

ALL WRITINGS CONTAINED HEREIN

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Instructional Coaching Group, LLC

Emily Malatesta, COO
Date: _____

Kentucky Education Development Corporation

<i>Abby Laber</i> Authorized Signature
Date: 11/04/2021