

Kentucky Educational Development Corporation  
ASPIRE - ACHIEVE



This AGREEMENT is entered into and effective as of the date 10/1/2022, between (KEDC) Kentucky Educational Development Corporation (904 Rose Road, Ashland, KY 41102) and presenter: Debra K. Cullen under the laws of the Commonwealth of Kentucky.

*(Please insert the mailing address below.)*

19 Lloyd Ave, Clarksburg, WV 26301

**Services to Be Performed:** The Contractor agrees to perform the following service for KEDC: Up to twenty five (25) hours of professional development sessions and up to twenty five (25) hours of planning and research time, if applicable per session and approved by the Project Coordinator.

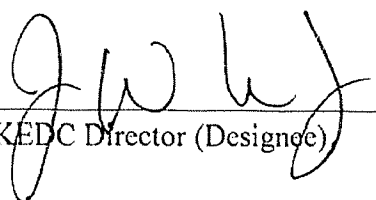
**Date(s) of Service:** Dates will be assigned by the project director/coordinator. The Contractor agrees to complete the services as assigned before October 01, 2023. The Contractor may also suggest alternate dates for presentations that complement the program.

**Compensation:** The Contractor must submit an invoice that reflects the actual date of services rendered. The Contractor may invoice for the time of presentation and for planning and research. In consideration of the Contractor's performance of these services, the client agrees to pay the Contractor as follows:

- **Fee: \$150.00** per hour for all services described above.
- **Travel Expenses:** If in-person delivery of services is requested, KEDC will provide reimbursement, at cost, for airfare, ground transportation, parking, and tolls. Mileage reimbursement is at Regulation on Travel Expense and Reimbursement (Common Wealth of Kentucky Finance and Administration Cabinet Office of the Controller) standard mileage rates. Lodging (if required), meals, and incidentals expenses are reimbursed at the GSA-approved per diem rate.
- **Invoices:** The Contractor will submit invoices, appropriate receipts, and appropriate KEDC payroll forms (W-9) within 30 days of service. Invoices must include date of presentation and planning and research if applicable. Invoiced time for planning and research not to exceed double the length of the presentation (e.g., time and research for a 1-hour presentation will not exceed 2 hours on invoice). Invoices will be submitted to Carla Kersey ([Carla.kersey@kedc.org](mailto:Carla.kersey@kedc.org)) and CC'd to Dr. Jim Evans and Gaby Flowers ([jim.evans@kedc.org](mailto:jim.evans@kedc.org) & [gaby.flowers@kedc.org](mailto:gaby.flowers@kedc.org)).
- **Payment to Contractor:** KEDC will provide payment no later than 30 days of invoice approval.

Debra K. Cullen  
Signature of Contractor

11/10/2022  
Date

  
KEDC Director (Designee)

11.10.22  
Date

## TERMS AND CONDITIONS

- I. **Similar Services:** The Contractor certifies that he/she does not have, in effect, an agreement with the Federal Government for similar services for the same days' work, and attests that such charges are usual and customary.
- II. **Use of Name for Publicity:** Neither Party shall use the name of the other Party in any advertising, publicity, news release, or promotional material without the prior written approval of the other.
- III. **Contractor Performance:** KEDC reserves the right to evaluate the contractor's job performance and quality of work. KEDC may void this contract if the contractor does not meet or exceed standards set by the program guidelines or does not perform the services agreed on.
- IV. **Termination:** This agreement may be suspended or terminated by either Party at any time by giving written notification to the appropriate contact of the other Party.
- V. **Termination for Breach:** If either Party shall be in breach or default of any its obligations under this Agreement and shall fail to remedy such default within 60 days after receipt of written notice, the other Party (not in default) shall have the option of terminating the Agreement upon written notice.
- VI. **Payments on Termination:** If this Agreement is terminated prior to its expiration for any other reason, then on the effective date of termination, KEDC shall pay Contractor for costs that were incurred by Contractor through the date of termination or for the work that was performed through the date of termination.
- VII. **Governing Law:** This Agreement is governed and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in the Commonwealth of Kentucky.
- VIII. **Force Majeure:** Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the non-performing Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under the Agreement with reasonable dispatch after the causes are removed.
- IX. **Taxes:** The Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of state, federal, and social security taxes, unemployment taxes, workers' compensation, and self-employment taxes. Not federal, state, or local taxes of any kind shall be withheld or paid by KEDC.
- X. **Signature:** By signing this Agreement, the Contractor certifies that these terms and conditions have been read and accepted.