



AGREEMENT FOR SERVICES AND PRODUCTS

This Agreement for Services and Products ("Agreement") is entered into on **February 3, 2023** (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **KENTUCKY ED DEVELOPMENT CTR**, with offices at **904 W ROSE RD, ASHLAND, Kentucky, 41102** ("Customer").

1. Services. Customer desires to contract with Corwin for services related to the Customer's professional learning or other expressed learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**.

a. Live Events (On-Site and Virtual). For Services concerning on-site or live virtual development, including, without limitation, keynotes, workshop days, implementation days and coaching days (each, a "Live Event"), Corwin will establish and agree on final dates with Customer for dates not scheduled at the time the Agreement is signed which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. For any on-site, in-person Event ("On-Site Event"), Customer shall: (1) employ appropriate safety measures to ensure the safety of the Event participants and speakers (e.g., to reduce the spread of COVID-19 or any other virus as applicable); and (2) inform its participants (a) of all risks associated with attending an On-Site Event, (b) that by participating in the On-Site Event, the participants will be deemed to have assumed all such risks, and (c) that Corwin shall have no liability whatsoever arising from or related to any Customer participant's attendance and participation in any On-Site Event. Customer may request to reschedule the date of a Live Event and, if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such rescheduled Live Event. For the sake of clarity, a Live Event will include a Synchronous Webinar (as defined below) but not an Asynchronous Webinar (as defined below).

b. Virtual Events (Synchronous Webinars and Asynchronous Webinars). Services concerning a webinar presented live by a speaker shall each be considered a "Synchronous Webinar". In limited circumstances, Corwin may consider a Customer request that a certain Synchronous Webinar be recorded (each, a "Synchronous Recording"), provided that such request is received by Corwin no fewer than seven (7) business days from the commencement of a scheduled Synchronous Webinar. Notwithstanding the foregoing, Customer acknowledges and agrees that the approval of such request to record a Synchronous Webinar shall be made by Corwin in its sole discretion. Customer further acknowledges and agrees to inform each of its participants that their individual consent (which may include other terms and conditions from Corwin) will be required to participate in a Virtual Event and that, when requested by Corwin, Customer will be responsible for obtaining such consents from each participant prior to the Virtual Event and providing Corwin with copies of the consents. Services may also include access to (1) webinars which were recorded independent of this Agreement, (2) any pre-recorded virtual development keynotes, workshops, implementation, and coaching as approved by Corwin in its sole discretion, or (3) the recording that was recorded as the Synchronous Recording, subject to the terms herein (an "Asynchronous Webinar"). Synchronous Webinars and Asynchronous Webinars are collectively referred to herein in as "Virtual Events".

c. Registrations for Virtual Events. Prior to receiving the link to access the Virtual Event, participants will be required to register following the instructions provided by Corwin and/or the Customer. One registration by each participant will be required for each Virtual Event; however, if the Virtual Event is a Synchronous Webinar that is a multi-day event, each participant will only be required to register once for all of the days of that Synchronous Webinar. In addition, in the case of a Synchronous Webinar, Corwin will provide the Customer with registration and access information and the Customer will distribute such information to its participants within a reasonable timeframe prior to the first day of the Synchronous Webinar.

d. Special Terms. The Services shall be subject to any "**Special Terms**" attached to this Agreement for additional Corwin program offerings, including, without limitation, Surveys, Youth Equity Stewardship (YES!) Student Workshops, and Asynchronous Webinars.

2. Products. Customer desires to contract with Corwin for the furnishing of products related to the Customer's professional learning or other express learning needs (the "Products"); and Corwin desires to provide such Products to the Customer as further described in the attached **Exhibit A** and which shall be subject to any applicable **Special Terms** for certain Products including, without limitation e-Books.

3. Term and Termination. The term of this Agreement will commence on **July 24, 2023** and will remain in effect for one [1] year or until Corwin has completed the Services and/or delivered the Products described in **Exhibit A**. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice subject to the following terms.

- a. For all Live Events: (1) in the event of termination by Customer more than thirty (30) calendar days from the date of a scheduled Live Event, Corwin will be paid any expenses incurred by or on behalf of Corwin as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"); (2) in the event of termination by Customer within thirty (30) calendar days from the date of a scheduled Live Event, Corwin will be paid fifty percent (50%) of all amounts set forth in **Exhibit A** related to the cancelled Live Event and Corwin will be reimbursed for all Corwin Expenses; and (3) said foregoing amounts and expenses due based on such early termination under (1) or (2) above by Customer will be paid in full by Customer to Corwin within ten (10) days of the termination date.
 - b. Certain Services and/or Products may be subject to other termination and/or cancellation terms as set forth in the applicable **Special Terms** or as otherwise agreed in writing by Customer and Corwin.
 - c. Notwithstanding anything herein to the contrary, should any Corwin program relating to the Services described in **Exhibit A** become unavailable or Corwin's ownership or rights to the Corwin program be subsequently modified or changed in any manner, and Corwin is unable to substitute other services related to the Corwin program on terms acceptable to Customer, Corwin shall have the right to immediately terminate this Agreement without any liability or penalty whatsoever.
4. Rescheduling. Customer hereby acknowledges and agrees that its reservation of dates for Live Events as set forth in **Exhibit A** prevents Corwin from booking the specified Corwin speakers for other customers on those same dates and can result in Corwin incurring expenses. Therefore, Customer agrees that, in the event of Customer's rescheduling of any Live Events, Corwin will be paid the following as damages within ten (10) days following notification by Customer to Corwin of its intent to reschedule the Live Events: in the event of Corwin's receipt of notice of Customer's intent to reschedule (1) an On-Site Event between thirty (30) and sixty (60) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the **Exhibit A** for the rescheduled day(s); (2) an On-Site Event fewer than thirty (30) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid fifty percent (50%) of the amounts listed on the **Exhibit A** for the rescheduled day(s); and (3) a Virtual Event fewer than fourteen (14) calendar days from the first date of a scheduled Virtual Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the **Exhibit A** for the rescheduled day(s).
5. Compensation. Corwin will be paid the amounts outlined in **Exhibit A**. Except as otherwise provided herein, Customer will pay Corwin all amounts due hereunder within thirty (30) days of receipt of invoice. To ensure invoices will be processed by Customer in a timely manner, if a purchase order ("PO") number is required by Customer's Accounts Payable department for the timely processing of invoices, Customer shall include such PO number in the space provided on the signature block below, or shall be responsible for providing such PO number to its contact at Corwin at least one (1) week prior to the first date of the Event. Customer's failure to provide a PO number to Corwin, if necessary, at least one (1) week prior to the Event shall not excuse Customer's obligation to pay Corwin within the timeframe set forth in this Section 5.
6. Warranties.
- a. Corwin represents and warrants (1) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (2) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Customer represents and warrants that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Certain Services and/or Products may be subject to other terms as set forth in the applicable **Special Terms**.
 - b. EXCEPT AS OTHERWISE PROVIDED HEREIN, CORWIN PROVIDES ALL PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WEBINARS AND EBOOKS, AND/OR ANY RELATED MATERIALS IN AN "AS-IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CORWIN DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY CONCERNING THE AVAILABILITY OF A WEBINAR OR EBOOK OR THE USE OF ANY SERVICE OR PRODUCT FOR A PARTICULAR PURPOSE.
7. Indemnification. Each party will indemnify, defend, and hold harmless the other party, its affiliates, and their officers, directors, shareholders, employees, and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement; provided however, that the foregoing will be subject to any applicable state immunity.
8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CORWIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CORWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CORWIN SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE CUSTOMER'S USE OR INABILITY TO ACCESS OR OTHERWISE USE THE PRODUCTS, SERVICES AND/OR ANY OTHER PART OF THE SERVICES (INCLUDING ANY PROVIDED BY THIRD PARTY PROVIDERS). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CORWIN FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED NOT TO EXCEED THE AMOUNTS RECEIVED BY CORWIN FROM CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD PRECEDING CUSTOMER'S ASSERTION OF LIABILITY. IN ADDITION, IF CUSTOMER IS A COMPANY DOING BUSINESS IN CALIFORNIA, CUSTOMER HEREBY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" AND CUSTOMER HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES OR OTHER RULES OR REGULATIONS THAT MAY APPLY. THE EXCLUSIONS SET OUT HEREIN ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond Corwin's reasonable control [including the unavailability of a speaker for any Live Event] which would render the scheduled Live Event and/or the attendance of speakers of such scheduled Live Event impossible, illegal or impracticable, Corwin's nonperformance shall be excused and Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a Live Event, Corwin may, at its sole discretion, substitute the unavailable speaker to another available speaker (subject to the Customer's consent) and/or reschedule the Live Event.

10. Notices. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, or by a U.S. nationally recognized overnight delivery service, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.

11. Ownership/Rights. Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin, or the assigned speakers of an On-Site Event, Synchronous Webinar, or Asynchronous Webinar (collectively, "Event") under this Agreement including, without limitation, any Event handouts, materials, chat files or other transcripts of certain Synchronous Webinars and Asynchronous Webinars (to the extent such chat files or transcripts have been generated by the Synchronous Webinar or Asynchronous Webinar), or any survey data, results, reports or other related content or deliverables (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer except as expressly set forth herein; provided, however, that Customer shall be permitted to use the Materials (in the format provided by Corwin) solely in connection with the Event related to the Services provided by Corwin hereunder or in connection with a Product if intended as further described in **Exhibit A**. Moreover, in no event shall Customer be permitted to alter, reproduce, distribute, or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever. In the event that Customer photographs, audio tapes, video tapes, or otherwise records or broadcasts an Event, speaker, presentation or any of the Materials and/or Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever, Customer shall abide by the terms and conditions of Corwin's Video License Agreement, which may be furnished to Customer upon request. Customer acknowledges and agrees that Corwin is the exclusive owner or holds all necessary rights to each Corwin program, Event and any related intellectual property and associated trademarks thereto, including, without limitation trademarks associated with Visible Learning Plus. Moreover, Customer's use of any and all Materials provided by Corwin to Customer in relation to a Corwin program, Event or otherwise shall be subject to the terms and conditions set forth herein and any other terms and conditions binding on Customer.

12. Subcontracting. Corwin may engage subcontractors to perform its obligations herein including, without limitation, speakers to deliver presentations at an Event related to the Services and/or any third-party platforms to deliver the Products and/or Services.

13. Additional Services. Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.

14. Confidentiality; Open Records Statutes. Customer agrees that, except with the prior written consent of an authorized representative of Corwin, it may only disclose the terms of this Agreement to a third party who shall agree to maintain said terms as confidential and who has a legitimate business purpose to receive such information. Corwin acknowledges and agrees that the terms of this Agreement may be subject to any applicable state or federal open records statutes ("Open Records Statutes"). Customer hereby acknowledges and agrees that all Materials provided by Corwin and generated under this Agreement are Corwin proprietary and confidential content, and, therefore, may be subject to exemptions to the Open Records Statutes. Therefore, Customer agrees that, in the event Customer or any of its authorized representatives or agents are requested or required by law or compelled by legal process to disclose any Materials provided by Corwin under this Agreement to any other third party, including without limitation in response to any Open Record Statutes, it shall provide Corwin with prompt written notice of receipt of any such request or requirement and a copy thereof prior to the actual disclosure so that Corwin may avail itself of any applicable exemption to the Open Records Statute or seek an appropriate

protective order and Corwin and Customer shall reasonably cooperate in responding to the request.

15. **Miscellaneous.** This Agreement (including the **Special Terms** and **Exhibit A**) constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations, and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both Corwin and Customer; provided however, that Live Event dates and Asynchronous Webinar access periods may be modified or otherwise agreed to by the parties (including, without limitation, additional fees that may be charged to Customer for such Live Event date and Asynchronous Webinar access period modifications to compensate Corwin for Corwin Expenses) via email in accordance with the terms of **Exhibit A**. In the event of a conflict between a term of this Agreement (including the **Special Terms** attached hereto) and a term of **Exhibit A**, the term of this Agreement will control; and in the event of a conflict between a term of this Agreement and a term of the Special Terms, the term of the Special Terms will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form, or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

[Signature Page Follows]

Accepted and agreed to by:

KENTUCKY ED DEVELOPMENT CTR

Corwin

Name:

Liz McCarver,

Title:

Director, Corwin Learning Sales

Date: _____

Date: _____

Please provide the following information to ensure proper billing:

Billing Contact Name: _____ **Title:** _____

Billing Contact Email Address: _____ **Phone:** _____

Purchase Order Number*: _____

*Pursuant to Section 5 of this Agreement, failure of Customer to provide Corwin with a PO number at least one (1) week prior to the first date of the Event shall not excuse Customer's obligation to pay Corwin within the timeframe set forth in Section 5. If no PO number has been entered above, please select one of the following options:

- Customer does not require a PO number to be referenced on invoices to make a timely payment of invoices.
- Customer does require a PO number to be referenced on invoices and is responsible for providing such number to Customer's Corwin contact at least one (1) week prior to the Event.

As you sign and return this document, please also forward a Purchase Order and if purchasing Books, a copy of your Tax ID Certificate. Thank You!

Exhibit A: See attached Investment and Timeline

Investment and Timeline

KY - KEDC - 2023 Summer Institute - Keynotes

Currency: US Dollar

Resources	Author	Unit Price	Quantity	Discount	Resources Price	Total Price
Restorative Practices - Keynote – Onsite						\$6,500.00
Full day of Professional Learning that includes a keynote and breakout sessions Times: TBD						
7/24/2023: <u>Dominique Smith</u> - \$6,500.00						
Building Resilience - Keynote – Onsite						\$6,500.00
Full day of Professional Learning that includes a keynote and breakout sessions Times: TBD						
7/25/2023: <u>Ricky Robertson</u> - \$6,500.00						
					Subtotal	\$13,000.00
					Tax	See Below
					Est. S&H	\$0.00
					TOTAL	\$13,000.00

- Pricing for Consulting Service Days are inclusive of all travel expenses.
- Copying and distribution of any handouts is the Client's responsibility.
- Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.
- All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.
- This proposal for services is intended to be a working document and is subject to change based on client needs.