

Revised Payment Schedule for Service Agreement between Vista Learning, NFP and Professional Development Alliance as of December 12, 2019

This Revised Amendment is made to the service agreement between Vista Learning, NFP and the Professional Development Alliance (PDA) originally executed July 1, 2017 (amended January 24, 2019.)

Effective January 1, 2020, total payment to PDA for services, including salary, fees and space provision will be \$36,580.

The following replaces Section 4 and 4A of the original Service Agreement document

IV. Payment

A. Amount of Compensation. As compensation for the services to be rendered under this Agreement, Vista Learning shall pay PDA the following monthly amounts by the first day of each month beginning after the Effective Date, allocated based on the following staffing assumptions and as the parties may periodically update by mutual agreement:

1. Staffing costs Monthly
 - Joel Rogers, 90% Vista, \$7822
 - Steven Scranton, 90% Vista, \$7880
 - Tara Ehlers, 90% Vista, \$4330
 - Brett Housman, 75% Vista, \$3314
 - Jason Bross, 50% Vista, \$4835
 - Megan Shea, 100% Vista, \$4944
 - Monthly staffing total: \$33,127
2. Payroll and administrative fees: \$1,656 monthly
3. Space provision: \$1,797 monthly

 dated 12-12-19
Jay Linkeman-Vista Learning

_____ dated _____
Professional Development Alliance

_____ dated _____
Professional Development Alliance

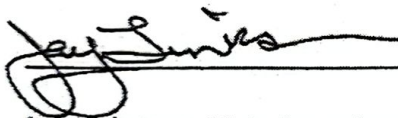
CONTRACT AMENDMENT

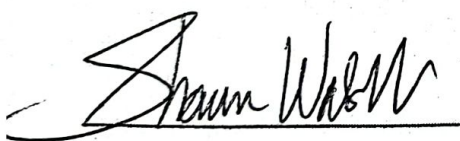
This amendment is made to the service agreement previously executed by and between Vista Learning, NFP and Professional Development Alliance dated 7/1/2017.

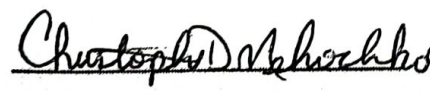
Article IV-Payment- Item one-line six-remove Emily Dryier as a billable employee at a cost of \$844/mos. effective 1/16/19.

Current Salary expense reimbursement amount to be invoiced for January 2019 will be prorated for one half of Emily's January services 1/1/19 to 1/15/19, totaling a reduction to the billable invoice of \$422.00

Effective February 1st, 2019, total reimbursement including salary, fees and space provision will be altered to \$31,367 reflecting the removal of Emily Dryier as a PDA billable employee.

 dated 1-17-19
Jay Linksman-Vista Learning, NFP

 dated 1/24/19
Shawn Walsh-ROE PDA

 dated 1-24-19
Chris Mechochko-ROE PDA

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made this July 1, 2017 ("Effective Date"), by and between Vista Learning, NFP an Illinois not-for-profit corporation ("Vista Learning"), and Professional Development Alliance ("PDA") (collectively, the "Parties").

WHEREAS, Vista Learning wishes to retain PDA to assist in performing certain activities as described below to advance its charitable and educational purposes and programs of Vista Learning, and PDA is in the business of providing such services.

WHEREAS, PDA has extensive expertise in the area of educational services for schools, educational certifications, and related training.

WHEREAS, Vista Learning seeks to additionally avail itself of physical space to conduct its operations, and PDA is willing to provide such space to Vista Learning.

NOW THEREFORE, in consideration of the foregoing and of the promises and other terms stated below, the Parties agree as follows:

- I. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of shall continue for a period of sixty (60) days, renewed automatically thereafter for 60-day periods, unless terminated as provided below thereafter, unless earlier terminated by one or both of the Parties in accordance with this Agreement or law.
- II. **Services Provided.** PDA shall provide technical and administrative services to Vista Learning including but not limited to the programming, development and maintenance of software, websites, email and applications for mobile devices, hereinafter called the "Work." In addition, PDA shall provide payroll and administrative support services.
 - A. **Scope of Services.** In order to accomplish this Work, PDA will provide contracted services, supplies and licenses, as well as other consulting services as needed according to Vista Learning standards.
 - B. **Reporting.** PDA shall provide updates regarding Contractor's progress on a monthly basis to such individual or individuals as Vista Learning may from time to time designate, via telephone or email using contact information provided to PDA for such purpose.
 - C. **Contractor's Workers.** At Contractor's own expense, PDA may employ such assistants, employees, representatives, and agents (collectively "Workers"), as PDA deems necessary to perform the services required under this Agreement, for whom PDA bears sole legal responsibility as to direction, control, and supervision. *Provided, however, that PDA will use its best efforts to utilize the persons listed below in Paragraph IV.A for the Work.* PDA warrants that its Workers will comply with the terms and conditions of this Agreement and

understands that PDA may be held legally responsible for violations of this Agreement by its Workers.

D. **Legal Compliance.** PDA shall comply with all laws and regulations governing Contractor's profession or related to the performance of the services required under this Agreement.

III. **Space Provision.** PDA shall provide space to Vista Learning at its facility located at 2705 McDonough St., Joliet, Illinois, as designated by PDA, along with accompanying utilities, maintenance service, and insurance for such space.

IV. **Payment**

A. **Amount of Compensation.** As compensation for the services to be rendered under this Agreement, Vista Learning shall pay PDA the following monthly amounts by the first day of each month beginning after the Effective Date, allocated based on the following staffing assumptions and as the parties may periodically update by mutual agreement:

1. Staffing costs (with assumptions based on current staff):
Joel Rogers, 218 days per year, $\$8070 \times 12 = 96840$
Steven Scranton, 218 days per year, $\$8138 \times 12 = 97656$
Tara Ehlers, 218 days per year, $\$3911 \times 12 = 46932$
Brett Housman, 181 days per year, $\$3026 \times 12 = 36312$
Jason Bross, 121 days per year, $\$4977 \times 12 = 59724$
Emily Dryier, 120 days per year, $\$844 \times 12 = 10128$

Monthly salary and benefits: \$28,966

2. Payroll and administrative fees: \$1,448 monthly

3. Space provision: \$1,797 monthly

B. **Invoicing.** PDA shall provide an invoice to Vista Learning by the fifth day of each month setting forth the services performed during the prior month and the associated amounts owed to PDA in accordance with Section III(A) above. Vista Learning shall pay PDA the amount owed within 30 calendar days of receipt of such invoice.

C. **Expense Reimbursement.** PDA shall timely submit detailed reimbursement requests for business expenses incurred in connection with the performance of services under this Agreement, within 30 days of when such expenses are incurred, unless otherwise agreed in writing.

V. Relationship of the Parties

- A. **Independent Contractor Status.** PDA is an independent contractor and not an employee, agent, co-venturer, or representative of Vista Learning. Except to the limited extent specifically provided by this Agreement, Vista Learning may not direct or control the manner in which PDA performs the services required by this Agreement.
- B. **No Benefits.** PDA and PDA's Workers, if any, are not entitled to paid vacation, unemployment insurance, workers' compensation, or any other employment benefits through Vista Learning.
- C. **Taxes.** PDA is solely responsible for the payment of any applicable taxes related to the provision of services under this Agreement. PDA shall supply Vista Learning with any information necessary for Vista Learning to report Contractor's taxable compensation to the Internal Revenue Service using IRS Form 1099.
- D. **Other Employment.** PDA may engage in other business and perform services for other persons for Contractor's own account, provided that such business or performance of services does not interfere with Contractor's obligation to render timely and competent services to Vista Learning pursuant to this Agreement.
- E. **Insurance Coverage.** PDA understands that any insurance policies maintained by Vista Learning, including general liability insurance, may not cover negligent actions by Contractor, injury to Contractor, damages to Contractor's property, or any other aspects of Contractor's services under this Agreement or presence at Vista Learning's facilities. PDA is solely responsible for obtaining any liability insurance, workers' compensation insurance, or other necessary insurance for PDA and Contractor's Workers.

VI. Confidentiality

- A. **Confidential Information.** PDA understands that, by the very nature of the services to be performed for Vista Learning, PDA and Contractor's Workers may become aware of Vista Learning's confidential information, confidentiality of which is of the utmost importance to Vista Learning's ability to perform and develop its current and future charitable and educational activities. Such confidential information, which may be identified from time to time by Vista Learning, may include, but is not limited to: donor information; employee information; financial, legal, promotional, or operational information; fundraising information; minutes, discussions, and other private information from board or personal meetings; inter-office correspondence; strategic planning information; research; methods, procedures, and other internal organizational and operational information; and photographs, videos, and other media not for third-party disclosure (collectively, "Confidential Information").

- B. **Nondisclosure.** PDA shall not disclose Confidential Information without receiving express written permission from Vista Learning. PDA shall take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent it from disclosure to unauthorized persons or from otherwise being released into the public domain, including, when necessary, requiring Contractor's Workers to sign a nondisclosure agreement related to the Confidential Information.
- C. **Destruction of Confidential Materials.** Upon receipt of a written request from Vista Learning, PDA shall immediately remove, delete, destroy, or return to Vista Learning, all documents, whether in paper or electronic form, and other tangible materials containing Confidential Information that are in Contractor's possession.

VII. **Intellectual Property**

- A. **Works Made for Hire.** All rights, title, and interest in all work products resulting from the services provided under this Agreement, including any and all drafts and unfinished products, belong exclusively to Vista Learning. The Parties shall consider all work products resulting from the services provided under this agreement to be "works made for hire" as defined under United States copyright laws.
- B. **Assignment of Work Products.** In the event that any work product resulting from the services provided under this Agreement does not technically qualify as a "work made for hire" in accordance with United States copyright laws, PDA hereby irrevocably assigns to Vista Learning all rights, title, and interest in such work product.
- C. **Compliance with Intellectual Property Law.** PDA warrants that Vista Learning's use of work products produced by PDA in providing the services required under this Agreement will not violate any copyright, trademark, patent, or privacy laws.
- D. **Use of Contractor's Intellectual Property.** PDA shall not incorporate any of its proprietary or confidential information or intellectual property into any of Vista Learning's deliverables, systems, assets, or intellectual property without Vista Learning's prior written consent. If, notwithstanding this provision, PDA does so, then PDA hereby grants Vista Learning and its agents a worldwide, perpetual, royalty-free, non-exclusive license to use such information or intellectual property for any purpose related to Vista Learning's charitable purposes.
- E. **Rights in Vista Learning's Name and Logo.** Trademark rights in Vista Learning's name and logo belong solely to Vista Learning. PDA shall not use Vista Learning's name or logo in any way without express written permission from Vista Learning.

- VIII. **Licenses and Registrations.** PDA represents and warrants that PDA has obtained any and all licenses and permits and has registered with any and all federal and state agencies as may be required by law in conjunction with performing the services contemplated by this requirement and that PDA will maintain any such licenses, permits, and registrations as required by law.
- IX. **No Recruiting.** During the term of this Agreement and for a period of one year immediately following termination of this Agreement, PDA shall not recruit any of Vista Learning's volunteers or employees for the purpose of any outside business related to Vista Learning's products or services.
- X. **Breach and Termination**
- A. **60-Days' Notice of Termination.** Notwithstanding the foregoing, either party may terminate this Agreement for any or no reason upon written notice delivered to the other party at least 60 calendar days in advance.
- B. **Notice and Cure of Breach.** If either party fails to perform any of its obligations under this Agreement, the other party may provide notice of this breach. Upon receiving such notice, the breaching party may attempt to cure the breach within 14 calendar days of receipt, except if the breach is related to Contractor's obligations under Section V (Confidentiality) or Section VI (Intellectual Property) of this Agreement.
- C. **Termination After Breach.** If a party breaches this Agreement and cannot cure the breach within 14 calendar days of receiving notice of the breach, the other party may immediately terminate this Agreement by providing notice to the breaching party of such termination. Notwithstanding the foregoing, if PDA breaches Section V (Confidentiality) or Section VI (Intellectual Property) of this Agreement, Vista Learning may immediately terminate this Agreement by providing notice to PDA without providing any opportunity to cure.
- D. **Payment upon Termination.** If either party terminates this Agreement in accordance with the provision for 60-days' notice in Section X(A) above, or if PDA terminates this Agreement after breach by Vista Learning in accordance with Section X(C) above, Vista Learning shall pay PDA any amounts owed under Section III above for services rendered prior to termination within 70 calendar days of such termination. If Vista Learning terminates this Agreement after breach by PDA in accordance with Section X(C) above, Vista Learning may subtract the value of any damages resulting from such breach from any amount owed under Section III above for services rendered prior to termination and shall pay the remainder, if any, to PDA within 30 calendar days of termination.

XI. Dispute Resolution

- A. **Initial Step.** In the event a dispute arises under or related to this Agreement, the Parties first in good faith shall promptly seek resolution of the conflict personally, confidentially, and directly with each other.
- B. **Mediation.** If the Parties cannot satisfactorily resolve a conflict privately, either Party may request mediation by an independent individual, to be agreed upon by the parties. If the Parties cannot agree on a mediator, they shall submit the dispute to mediation through the American Arbitration Association
- C. The Parties shall split equally any mediation fees, unless otherwise agreed in writing.
- D. **Arbitration.** If the parties cannot reach a resolution through mediation and the mediator makes the determination that the Parties have reached an impasse and no resolution will be forthcoming through such mediation, the Parties shall submit the matter for binding arbitration through the American Arbitration Association. The Parties shall split equally any arbitrator fees, unless otherwise agreed in writing, and the prevailing party shall be entitled to all attorneys' fees and other costs related to the arbitration proceedings.
- E. **Sole Remedies and Exceptions.** Except insofar as may be necessary to enforce a mediation agreement or arbitration decision, the above remedies are the sole remedies for resolution of any dispute arising under or related to this Agreement, and neither Party may bring suit against the other for such dispute. Notwithstanding the foregoing, Vista Learning may seek injunctive relief and other remedies for Contractor's breach of the confidentiality provisions set forth in Section V or the intellectual property provisions set forth in Section VI above.

XII. Miscellaneous

- A. **Assignment.** PDA may not assign the obligations or rights created by this Agreement without written permission from Vista Learning.
- B. **Choice of Law.** The validity, interpretation, and performance of this Agreement are governed by the laws of the State of Illinois.
- C. **Choice of Venue.** If a dispute arises out of or relating to this Agreement, personal jurisdiction and venue lie exclusively in the state or federal courts of the United States located in the State of Illinois, County of Cook.
- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes any existing

contracts or agreements, written or oral, between the Parties regarding such subject matter.

- E. **Headings.** The headings contained in this Agreement are for convenience and reference purposes only and are not intended to have any substantive significance in interpreting this Agreement.
- F. **Indemnification.** PDA shall indemnify Vista Learning and its directors, officers, agents, and employees for any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses incurred by reason of breach of this Agreement by PDA or arising from any negligent act or omission of Contractor.
- G. **Modification.** The Parties may modify this Agreement at any time by a subsequent writing signed by both Parties. Any modifications not made in writing are not effective.
- H. **Notice**
 - 1. **Delivery.** The Parties shall provide all notices and other communications required or permitted under this Agreement in writing, addressed as set forth below the signature of each Party or to such other address as may from time to time be provided in writing, and delivered by personally delivery, delivery service allowing electronic tracking, certified mail, or first class mail with postage prepaid.
 - 2. **Time.** If a notice is provided by personal delivery or delivery service allowing electronic tracking, the notice is deemed delivered upon receipt by the recipient. If a notice is provided by certified mail or first class mail, the notice is deemed delivered on the third day after mailing.
- I. **Severability.** The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement.
- J. **Waiver.** The failure of either Party at any time to enforce any of the provisions of this Agreement does not constitute a waiver of such provisions and does not affect the right of such Party thereafter to enforce any provision of this Agreement in accordance with its terms.

[SIGNATURES FOLLOW ON ADDITIONAL PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VISTA LEARNING, NFP

By: Shawn Walsh
Signature

Shawn Walsh, Its President

ADDRESS:

2705 McDonough St. Joliet, IL 60436

PROFESSIONAL DEVELOPMENT
ALLIANCE

By: Jay Linksman
Signature

Jay Linksman, Executive Director

ADDRESS:

2705 McDonough St. Joliet, IL 60436