

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made this October 1, 2023 (“Effective Date”), by and between Vista Learning, NFP an Illinois not-for-profit corporation (“Vista Learning”), and Grundy-Kendall Regional Office of Education (“GK ROE”) (collectively, the “Parties”).

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

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

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 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.** GK ROE shall provide technical and administrative services to Vista Learning including but not limited to the programming, development and maintenance of software, marketing, websites, email and applications for mobile devices, hereinafter called the "Work." In addition, GK ROE shall provide payroll and administrative support services.
 - A. **Scope of Services.** In order to accomplish this Work, GK ROE will provide contracted services, supplies and licenses, as well as other consulting services as needed according to Vista Learning standards.
 - B. **Reporting.** GK ROE shall provide reports 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 GK ROE for such purpose.
 - C. **Contractor’s Workers.** At Contractor’s own expense, GK ROE may employ such assistants, employees, representatives, and agents (collectively “Workers”), as GK ROE deems necessary to perform the services required under this Agreement, for whom GK ROE bears sole legal responsibility as to direction, control, and supervision. Provided, however, that GK ROE will use its best efforts to utilize the persons listed below in Paragraph IV.A for the Work. GK ROE warrants that its Workers will comply with the terms and conditions of this Agreement and understands that GK ROE may be held legally responsible for violations of this Agreement by its Workers.

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

III. Payment


- A. **Amount of Compensation.** As compensation for the services to be rendered under this Agreement, Vista Learning shall pay GK ROE monthly amounts by the first day of each month beginning after the Effective Date, based on the attached staffing allocations (See Attachment A) and as the parties may periodically update by mutual agreement:

Invoicing. GK ROE 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 GK ROE in accordance with Section III (A) above. Vista Learning shall pay GK ROE the amount owed within 30 calendar days of receipt of such invoice.


- B. **Expense Reimbursement.** GK ROE 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.

IV. Relationship of the Parties

- A. **Independent Contractor Status.** GK ROE 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 GK ROE performs the services required by this Agreement.

- B. **No Benefits.** GK ROE and GK ROE's Workers, if any, are not entitled to paid vacation, unemployment insurance, workers' compensation, or any other employment benefits through Vista Learning. 

- C. **Taxes.** GK ROE is solely responsible for the payment of any applicable taxes related to the provision of services under this Agreement. GK ROE 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.** GK ROE may engage in other businesses 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.** GK ROE 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. GK ROE is solely responsible for obtaining any liability insurance, workers' compensation insurance, or other necessary insurance for GK ROE and Contractor's Workers.





V. Confidentiality

- A. **Confidential Information.** GK ROE understands that, by the very nature of the services to be performed for Vista Learning, GK ROE 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.** GK ROE shall not disclose Confidential Information without receiving express written permission from Vista Learning. GK ROE 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, GK ROE 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.

VI. 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, GK ROE hereby irrevocably assigns to Vista Learning all rights, title, and interest in such work product.
- C. **Compliance with Intellectual Property Law.** GK ROE warrants that Vista Learning’s use of work products produced by GK ROE 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.** GK ROE 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, GK ROE does so, then GK ROE 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. GK ROE shall not use Vista Learning’s name or logo in any way without express written permission from Vista Learning.
- VII. **Licenses and Registrations.** GK ROE represents and warrants that GK ROE 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 GK ROE will maintain any such licenses, permits, and registrations as required by law.
-  VIII. **No Recruiting.** During the term of this Agreement and for a period of one year immediately following termination of this Agreement, GK ROE 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.
- IX. **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 GK ROE breaches Section V (Confidentiality) or Section VI (Intellectual Property) of this Agreement, Vista Learning may immediately terminate this Agreement by providing notice to GK ROE 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 GK ROE terminates this Agreement after breach by Vista Learning in accordance with Section X(C) above, Vista Learning shall pay GK ROE 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 GK ROE 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 GK ROE within 30 calendar days of termination.

X. **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.

XI. Miscellaneous

- A. **Assignment.** GK ROE 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, the Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 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. **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.
- G. **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. If Vista is providing such notice to GK ROE, a copy should be sent to: Kendall County State's Attorney's Office, 807 W. John Street, Yorkville, IL 60560.

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.
- H. **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.
- I. **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.
- J. **Non-Discrimination.** The Parties, their officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. The Parties, their officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- K. **Certification.** Vista certifies that Vista, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Vista further certifies by signing the Contract documents that Vista, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vista made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.



- L. **Conflict of Interest.** Both Parties affirm no GK ROE officer or elected official has a direct or pecuniary interest in Vista or this Agreement, or, if any GK ROE does have a direct or indirect pecuniary interest in Vista or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.


- M. **Compliance with State and Federal Laws.** Vista agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

[SIGNATURES FOLLOW ON ADDITIONAL PAGE]

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

VISTA LEARNING, NFP

**GRUNDY KENDALL REGIONAL
OFFICE OF EDUCATION**

By: 
Signature

By: 
Signature

Jay Linksman, Executive Director

Christopher Mehochko, Regional
Superintendent

ADDRESS:

ADDRESS:
1320 Union Street, Morris, IL 60450

Attachment A

Schedule of Staffing and other Costs

Effective October 1, 2023, Vista Learning will pay to GK ROE for services, including salary, benefits, and administrative fees as specified below.

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

1. Staffing costs Monthly (salary and benefits):
Joel Rogers, 100% of salary and benefits paid by Vista Learning
Steven Scranton, 100% of salary and benefits paid by Vista Learning
Tara Ehlers, 100% of salary and benefits paid by Vista Learning
Brett Housman, 75% of salary and benefits paid by Vista Learning
Jason Bross, 75% of salary and benefits paid by Vista Learning
Megan Shea, 100% of salary and benefits paid by Vista Learning

Monthly staffing total (salaries): \$33,429.00
Monthly staffing total (insurance): \$9,018.33

2. Payroll and administrative fees: \$1,500.00