

TRAINING & SUPPORT AGREEMENT

This Agreement (the “Agreement”) is entered into as of 3/15/24, by and between The Modern Classrooms Project, a nonprofit corporation organized under the laws of the District of Columbia, located at 15 14th St SE, Washington, DC 20003 (“TMCP”), and Newport Independent Schools, located at 30 W. 8th Street, Newport, Kentucky 41071 (“Sponsor”).

WHEREAS, Sponsor wishes that TMCP provide certain services and TMCP's performance of such services are of mutual interest and benefit to the TMCP and Sponsor; and WHEREAS, TMCP's performance of services hereunder will further its educational objectives in a manner consistent with its status as a non-profit, tax-exempt, charitable institution;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. Scope of Work: Virtual Mentorship Program (Reserved Seats)

TMCP will provide Sponsor **five (5) full subscriptions to TMCP's online Mentorship Program**, to be used by educator(s) selected by Sponsor. For each subscription, each participant shall receive:

- ❖ Full access to TMCP's premium online course for Newport Independent Schools educator(s).
- ❖ Virtual coaching and detailed feedback from one of TMCP's expert mentors.
- ❖ Eligibility for CEUs/graduate credits upon completion (*additional fees required*)

The cost of each subscription is \$750.00; In total, five (5) subscriptions will cost \$3,750.00.

2. Use of Subscriptions: Virtual Mentorship Program (Reserved Seats)

TMCP shall enroll Sponsor's educators in its Mentorship Program as part of regularly occurring Mentorship Program sessions. This agreement provides for the enrollments of Sponsor's educators in Mentorship Program sessions starting on or after 5/20/24, and ending on or before 7/28/24.

TMCP considers a Mentorship Program subscription to be used as of the date on which the educator using that subscription's Mentorship Program session begins. After the start date of that session, the educator's subscription may no longer be transferred or refunded.

After 7/28/24, all Mentorship Program subscriptions purchased by Sponsor are non-refundable, and TMCP shall not be obligated to provide any further Mentorship

Program subscriptions to Newport Independent Schools or its educator(s) under this agreement.

Upon request and at any given point prior to 7/28/24, TMCP shall promptly provide Sponsor with updates about the number of Mentorship Program subscriptions that have been used to date.

3. Payment: Virtual Mentorship Program (Reserved Seats)

- a) In order to reserve five (5) full subscriptions to TMCP's online Mentorship Program, Sponsor **shall pay TMCP a total of \$3,750.00.**
- b) To secure payment, TMCP shall send to Sponsor, on or before 5/20/24, a single numbered invoice in the amount of **\$3,750.00.** This invoice shall be due for payment within thirty (30) days of receipt.
- c) In the event that Sponsor wishes to arrange a different plan for payment, requests for alternative arrangements shall be made in writing to finance@modernclassrooms.org.
- d) All payments made hereunder shall include the invoice number and be made by ACH transfer, credit card, or check to The Modern Classrooms Project, 15 14th St SE, Washington, DC 20003.

4. Independent Contractors

The relationship of Sponsor to TMCP shall be that of an Independent Contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Sponsor shall not permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as employees, agents, or representatives of TMCP or as authorized to make any commitment to incur any obligation on behalf of TMCP. Newport Independent Schools reserves the right to monitor and evaluate services under this contract.

5. Intellectual Property

- a) Sponsor understands and acknowledges that TMCP, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("TMCP Background Intellectual Property"). TMCP shall retain all rights to such TMCP Background Intellectual Property. Nothing in this Agreement shall confer any right to Sponsor to acquire by assignment or license, exclusive ownership or use of TMCP Background Intellectual Property.

- b) Copyright in materials created for the performance of the Scope of Work (“Deliverables”) shall vest in TMCP.
- c) TMCP hereby grants to Sponsor an irrevocable, royalty-free, nonexclusive license to use any such copyright to the Deliverables for non-commercial internal purposes.

6. Termination

- a) This Agreement may be terminated (i) for convenience by either party upon sixty (60) days written notice to the other party; or (ii) if either party materially breaches this Agreement, and the non-breaching party provides the breaching party with thirty (30) days advance written notice of termination, and such breach is not remedied within such thirty (30) day period.
- b) Upon written notice, TMCP shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. All costs incurred by TMCP associated with termination shall be allowable including, without limitation, all unreimbursed or non-cancelable costs or commitments incurred or obligated and work performed prior to the effective date of termination, which shall include all appointment of staff prior to the effective date of termination.
- c) In the event of any early termination, TMCP shall submit a final financial report within sixty (60) days of the effective date of termination, accounting for all costs incurred and funds received.
- d) Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

7. Scope of Agreement

- a) This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

- b) No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

8. Governing Law

The laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Commonwealth of Kentucky. The parties agree that a final judgment in any such suit, action, or proceeding may be enforced in other jurisdictions as provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Modern Classrooms Project

Signature: *Kareem Farah*

Name: Kareem Farah

Title: CEO

Date: 2/28/24

Newport Independent Schools

Signature: _____

Name: _____

Title: _____

Date: _____