



## **SERVICE AGREEMENT**

This Service Agreement (hereinafter "Agreement"), is made effective as of January 2021 by and between the following parties: Lori L Hayes, having a primary address at the following:

P O Box 10561  
Wilmington, DE 19705  
Email: LoriL@LoriLHayes.com  
Phone: 302-981-7117

Lori L Speaks Delaware License ID #: 20914234935

and the New Castle County Vocational Technical School (NCCVT) , a business, organized under the laws of the state of Delaware, having its principal place of business at the following address:

Address: 1417 Newport Rd. Wilmington, DE 19804  
Email: Gerald.Allen@nccvt.k12.de.us  
Phone: (302)-995-8043

### **Article 1 - SCOPE OF WORK:**

Description of Services. Lori L Speaks shall render the following services:

- **10 - Pre-event planning session with students (1.5 hours) 15 hours**
- **5- FAM events (1.5) 7.5**
- **5- Advisor Session (1.5 hour per session)**
- **1- Post-session with Principal and district admins (1.5 hours)**
- **10 - Weekly affinity group facilitation (1.5 hours)**

## Article 2 - COMPENSATION:

NCCVT agrees to pay Lori L Speaks the following amount as a total fee. Lori L Speaks is under no obligation to provide documentation, or justification of expenditures as a stipulation for payment. It is agreed and understood that the total fee shall be twenty two thousand dollars (\$22,000.00). NCCVT will have no obligation to pay Lori L Speaks for any sessions provided outside of the agreed upon Scope of Work.

**Article 3 - TERM:** The period of performance of this Agreement will be from January 2021 until May 2021, unless terminated earlier in accordance with the stipulations hereinafter.

- The Contractor shall maintain such insurance as will protect against claims under Workers Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the District.
- During the term of this Contract, the Contractor shall, at its own expense, carry Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000.
- In the event that requested services are in person, the Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the District as an additional insured and shall be valid for the contract's period of performance.
- The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
- The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the District in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
- The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
- When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
- Contractor hereby affirms that it is not currently debarred or suspended by any regulatory authority or the subject of any process of debarment or suspension by any regulatory authority. Contractor shall not use during the Term any employee, agent or subcontractor who has been debarred or suspended by any regulatory authority or, to the best of Contractor's knowledge, is the subject of debarment proceedings by a regulatory authority.

**Article 4 - CANCELLATION:** In the event that either party wishes to cancel this Agreement, the parties agree to give written notice no less than 30 school days of termination. NCCVT School District is responsible for payment for all services rendered and for reasonable expenses and non-cancellable commitments incurred in the performance of this Agreement up to and including the date of termination.

**Article 5 - INTELLECTUAL PROPERTY:**

In accordance with the terms and conditions of this Agreement, each Party may create certain intellectual property ("Created IP"), including, but not limited to, notes, documents, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Speaking Services. Unless the Parties otherwise agree, any such Created IP generated by Lori L Speaks shall belong to Lori L Speaks and any such Created IP generated by NCCVT shall belong to NCCVT to include recordings of all virtual and in person sessions.

The Parties' already-owned intellectual property, such as trademarks, service marks, copyrights, patents or any other intellectual property, shall remain with the Party to whom it originally belonged.

*Lori L Speaks and affiliates reserve the right to post pictures and videos of the event on all media outlets. NCCVT shall assume responsibility for acquiring necessary waivers for participants.*

**Article 6 - ENTIRE AGREEMENT; MODIFICATION:**

The agreement embodies the entire agreement between Lori L Speaks and NCCVT relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both Parties.

*IN WITNESS WHEREOF, the Parties execute this Agreement as follows:*

**Event Host:** New Castle County Vo-Tech

Representative Name: Gerald L. Allen 

Representative Signature: Gerald L. Allen

Representative Title: Director of School Operations/Personnel

Date: 3/23/21

**Speaker:** Lori L Hayes

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

