SERVICE AGREEMENT WITH INSTRUCTIONAL CONNECTIONS, LLC

This Service Agreement ("Agreement") is entered into by and between Instructional Connections, LLC ("IC"), and the Northern Kentucky University ("NKU") as of August 14, 2017 (the "Effective Date"). IC and NKU are sometimes referred to herein each as a "Party" and collectively as the "Parties."

Recitals

A. NKU is a higher educational institution that offers undergraduate, graduate, and post-graduate courses; which include courses that are delivered both offline in classroom teaching ("Offline Education") and online through one or more Learning Management Systems, as herein defined ("Online Education").

B. IC provides Academic Coaches ("coaches") to assist universities in course instructional support and delivery in Online Education Degree programs.

I. Definitions. Capitalized terms used in this Agreement shall have the meaning set forth below or elsewhere in the Agreement.

C. "Census Date" means the first day after the official NKU add/drop period for online programs.

D. "Learning Management System" ("LMS") means the proprietary learning management software platform used by NKU. IC supports any LMS used by the university.

E. "Faculty" mean individuals appointed by NKU as NKU Faculty to teach the curriculum chosen by NKU for each Program.

F. "Intellectual Property" means any and all now known or hereafter existing rights associated with (i) works of authorship throughout the world, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trade secret rights; (iii) trademark and trade name rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and proprietary rights of every kind and nature throughout the world whether arising by operation of law, by contract or license or otherwise; and (vi) all registrations, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.

G. "Program(s)" means certain educational Online Education courses offered by NKU resulting in the award of certain NKU course credit and credentials that may be designated by NKU from time to time hereunder and that will involve the assistance of one or more Academic Coaches provided by IC hereunder.

H. Reserved.

I. "Start" means the first day of a live online education course.

J. "Student(s)" means a student enrolled in the Programs.

K. "Academic Coach" means a teaching assistant provided by IC for purposes of course instructional support and delivery in NKU Online Education Degree Programs.
II. IC Obligations

As part of assisting NKU in providing the Programs, IC agrees to fulfill the following services and obligations (collectively, the “IC Obligations”):

A. Academic Coaches. Subject to the approval of NKU, IC will identify individuals to serve as Academic Coaches who will support Students enrolled in the Programs under the close supervision of the Faculty. If at any time NKU determines, at its sole discretion, that a person appointed as an Academic Coach under this provision is unsuited to continue in that role, it shall so advise IC and IC will cause the removal of such person from his or her instructional duties, and if requested by NKU provide a replacement pursuant to the procedures set forth in this Section. NKU may use any applicable or preferred terminology it chooses to call its “Academic Coaches.”

B. Recruitment and Qualification System. IC will provide a recruitment and qualification system for advertisement, screening, pre-qualification, conduct of criminal background checks, request of unofficial transcripts, qualification, and request of official transcripts for Academic Coach applicants in accordance with programmatic needs by NKU for Academic Coaches. Such system is subject to NKU approval, which shall not be unreasonably withheld.

C. Credentialing System. IC will provide a system to send qualification documents and transcripts of applicants to NKU for purposes of approval for Programs.

D. Independent Contractor Agreements. IC will contract with Academic Coaches on a part-time basis who meets qualification criteria and acceptance by NKU for its programs. Such Academic Coaches will be subcontractors or employees of IC, as appropriate, and will not be employees of NKU.

E. On-Boarding and Training. IC will provide Academic Coaches with an “iconnect-na.com” email account on a secure server; provide NKU with Academic Coach contact information; train Academic Coaches on NKU’s LMS as necessary to ensure coaches understand the basic functions they will support faculty in the LMS; and provide instruction on NKU’s programs, policies, and academic procedures when requested.

F. Scheduling and Assignment. IC will assist with NKUs representatives to schedule and assign Academic Coaches into live course sections prior to each NKU semester. IC will notify NKU of all assignments of Academic Coaches.

G. Course Delivery. IC will assist Faculty members with support and delivery of instruction within NKU courses in accordance with NKU program and/or Faculty requirements. Such assistance may include, NKU is not limited to: grading assignments, participating and monitoring of course discussions, posting announcements, and working with Faculty resolve issues relative to course delivery and the LMS.

H. Course Communication and Coordination. IC will assist Faculty with pre-course, during course, and post-course communication and coordination with Academic Coaches.

I. Management and Pay of Academic Coaches. IC will manage, pay, and support Academic Coaches that provide support to Students through NKU’s LMS.

J. Transcripts: Original graduate transcripts and a professional vita/resumes will be provided to NKU for each Academic Coach assigned a NKU Program. If the coach is currently pursuing a graduate degree, IC will collect and forward an original transcript annually to reflect hours earned. Updated
vitae should be submitted as appropriate. These documents will be available to the office of the Point of Contact or a person designated by NKU.

K. Courses with Small Enrollments. IC and NKU may agree on the scheduling and assignment of an Academic Coach to Programs with small enrollment numbers, as appropriate. To the extent that such agreement may be inconsistent with the terms hereof, such agreement shall be in writing signed by both Parties.

L. Protection of Student Information. NKU has informed IC that Student specific information necessary for the performance of this Agreement may be protected from disclosure pursuant to the provisions of the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 1232g; 34 CFR Part 99). IC expressly agrees that to the extent it may have access to any such records it is solely for the purpose of assisting NKU in the offering of the Programs, it may not disclose any such information to any third parties, and it must take such measures as are reasonable and prudent to protect such information from inadvertent disclosure. Further, IC shall indemnify and otherwise hold harmless NKU for any IC unlawful disclosure or failure of notification as required by FERPA.

III. NKU Obligations

NKU and IC expressly acknowledge that nothing in this Agreement is intended to impair the authority of NKU respecting the academic attributes of the Programs, including the admission of Students to the Programs, the delivery of the Programs, the evaluation of Student performance and the decision to award course credit and academic credentials and to exercise customary oversight respecting Faculty engaged in its offering. NKU agrees to cooperatively engage in maximizing the utilization of its LMS through the participation in this Agreement. In furtherance thereof, NKU agrees to provide the following services and obligations (collectively, the “NKU Obligations”):

A. Communication. NKU shall provide IC with one primary point of contact (“POC”) for IC to communicate with on an ongoing basis with respect to NKU Obligations and this Agreement. The POC will designate, in writing, particular Online Education courses as “Programs” hereunder and will provide written notice to IC at least fourteen (14) days prior to commencement of the Program indicating NKU’s desire to use an Academic Coach provided by IC under this Agreement. No particular number of Programs is guaranteed over the course of this Agreement.

B. Academic Supervision. NKU will have and exercise overall academic supervision of all Academic Coach engaged in the Programs. IC will immediately remove any Academic Coach upon receipt of written advice from the POC that NKU desires the removal of such Academic Coach at any time for any reason in the exercise of its sole discretion.

C. Granting of Credentials. Within ten (10) business days, NKU Faculty will evaluate Academic Coach candidates presented to them by IC, and communicate in writing to IC if such candidates meet standards for purposes of IC contracting with candidates as part time Academic Coaches. Under no circumstances will IC assign an Academic Coach in any live course without written pre-approval by NKU.

D. Evaluation of Performance. NKU Faculty will evaluate the performance of Academic Coaches enrolled in the Programs in such manner, as it shall deem appropriate, in the exercise of its sole discretion.

E. Curriculum and Academic Oversight. NKU will review the curriculum with the Academic Coach chosen for each Program in accordance with its customary academic procedures with Academic
Coaches. NKU may require IC to make adjustments to its instructional support by Academic Coaches to meet its academic standards prior to such adoption.

F. Student Information Systems. NKU will be responsible for maintaining, supporting and administering the student information systems necessary to facilitate and process Student enrollment, including but not limited to enabling Student registration for courses, providing transcripts, and enabling the entering of grades and the tracking of grades.

G. Accrediting: IC will support NKU with complete and timely data sharing for accreditation purposes.

IV. License Grants by NKU

A. NKU grants IC limited use of its name, logo, and trademark ("NKU Brands") to IC. IC will only use NKU Brands for presentation purposes and for insertion into its website for promotional purposes, provided that NKU will be provided with written or electronic copy of the media into which the NKU Brands will be inserted at least ten (10) days prior to use and, if NKU believes use of the NKU Brand is inappropriate or misleading, IC will make any adjustment required by NKU prior to use.

B. All rights not expressly granted to IC in this section are reserved to NKU.

V. Term

A. The Term of this Agreement commences on the Effective Date and ends on the third anniversary of the Effective Date, unless terminated under Section V.B or Section X. After the initial term, the agreement may be renewed for annually upon a mutually written agreement.

B. Both Parties may mutually agree, at any time, in writing to terminate this Agreement.

VI. Payment and Taxes

A. NKU will collect all tuition and any other payments made by students in connection with the Programs.

B. The number of Student(s) for each Start shall be counted at the Census Date. NKU and IC shall communicate on each Census Date and agree in writing on the official count of Student(s). The communication from NKU shall be in writing and shall be provided by NKU's POC.

C. IC shall invoice NKU for the official count of Student(s) on the Census Date, and upon written agreement for the official count with NKU's POC.

D. NKU shall remit to IC no later than fifteen (15) business days following the Census Date as follows:

   a. The amount per Program set forth in Addendum A (the "Compensation").

   b. If NKU changes course lengths, combines courses, or otherwise makes substantial changes to course curriculum within its full control included in a Program in connection with which an Academic Coach has commenced work, NKU and IC agree to negotiate an appropriate adjustment to Compensation for such Program.

E. IC will be responsible for payment of taxes due on the Compensation paid under this contract. IC will be responsible for payment of, or will assure that each Academic Coach will be responsible for
payment of, any employment taxes, unemployment taxes, worker’s compensation, or other taxes, assessments, or insurance payable in connection with its engagement of Academic Coaches.

VII. Intellectual Property

A. Ownership of IC Intellectual Property. IC retains all ownership rights to any Intellectual Property owned by IC and used in furtherance of this Agreement.

B. Ownership of NKU Intellectual Property. NKU retains all ownership rights to any Intellectual Property owned by NKU and used in furtherance of this Agreement.

C. Ownership of Developed Materials. Each Party shall promptly disclose to the other any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement. Any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that created such Intellectual Property, unless mutually agreed otherwise in writing.

VIII. LIABILITY

A. Liability and Insurance. The University will be responsible for the negligent acts of its employees or officers when performing functions within the scope of their employment. NKU will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent and in such amounts as determined by the State of Kentucky. NKU will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers’ compensation insurance for its employees as required by law. NKU will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request.

B. IC will indemnify and defend NKU for any claims arising out of IC’s actions under this Agreement. IC will maintain and provide proof of insurance sufficient to cover all claims brought against NKU for liability or loss, which are the result of the negligent or wrongful acts or omissions of IC.

C. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

IX. Certifications

A. Each Party certifies, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.

X. Termination

A. If either Party materially breaches the terms of this Agreement and fails to correct the breach within thirty (30) days after the non-breaching Party provides written notification, the non-breaching Party may terminate this Agreement.

B. This Agreement may be terminated by NKU for any reason upon provision of written notice at least sixty (60) days prior to the beginning of any academic year during the term of this Agreement. (The academic year, as used herein, commences on the first day of classes of the fall semester.)
provided written notification of such unpermitted use, NKU may immediately terminate this Agreement with written notice.

XI. General

A. Relationship between the Parties. Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker’s compensation for its employees as well as general liability insurance. The Parties are and shall act as, each an independent contractor and not as an agent or employee of the other Party. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

B. Governing Law. The laws of the Commonwealth of Kentucky, United States of America shall govern this Agreement, and all matters arising out of, or relating to, this Agreement.

C. Compliance with Federal, State and Local Laws. The Parties shall comply with all applicable federal, state and local laws in the conduct of the work supported by this Agreement. Neither Party nor any of its employees are or shall be deemed to be employees of the other Party for any purpose including, without limitation, application of the Fair Labor Standards Act minimum wage and overtime payment provisions, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local revenue or tax laws, state worker compensation laws and state unemployment insurance laws. Each Party accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation insurance premiums, all income tax deductions, Social Security deduction, and any and all other taxes or payroll deductions required for all employees engaged by either Party in the performance of the work supported by this Agreement. Each Party represents and warrants that it is qualified to do business in the geographies in which it will perform its obligations under this Agreement, and will obtain all necessary licenses and permits, and satisfy any other legal, regulatory and administrative requirements, necessary to its performance hereunder.

D. Workplace Environment. The Parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces.

E. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, the Parties will provide certification attesting that they do not provide material assistance to any organization on the U.S. Department of State exclusion list.

F. Equal Opportunity Workplace. In performing this Agreement, the Parties shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age or ancestry. The Parties will take affirmative steps to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, sex, national origin, disability, age, or ancestry.
G. Notice
All notices, including notices of address change are required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to:

If to IC:
Instructional Connections, LLC
Attn: Dr. Robert F. Williams, President
Address: 1320 Spring Ridge Lane
City/State/Zip: Flower Mound, TX 75028-3780
Fax: 1-888-318-0570
Email: robert.williams@iconnect-na.com

If to NKU:
Northern Kentucky University
Attn:
Address:
City/State/Zip:
Fax:
Email:

I. The Parties agree that they each may treat documents faxed by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

H. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

I. Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

J. Headings. The headings appearing in this Agreement are inserted for convenience only, and will not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the Parties will follow such delivery by prompt delivery of originals of such pages).

L. Confidential Information. Each Party agrees that subject to the terms of this Agreement not to use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential and which is not a public record. The obligation of confidentiality shall not apply to information which: (i) is or becomes part of the public domain through no fault of the receiving Party; (ii) is furnished by the disclosing Party to others without restrictions on use and disclosure; (iii) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any agreement with the disclosing Party; (iv) is disclosed with prior written approval of the disclosing Party; (v) is independently developed by the receiving Party without the use of any Confidential Information; (vi) is previously known to the receiving Party on a non-confidential basis; or (vii) is required by applicable law, court order or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection.
as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party’s efforts to obtain such order or protection.

M. **Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction or act of government, or any other event beyond the reasonable control of that Party (an “Excusable Delay”). This Agreement may be terminated, with written notice; by either Party under this Section should the Excusable Delay of the non-performing Party continue for more than 90 days.

N. **Entire Agreement.** This Agreement and any Exhibits and Addenda hereto constitute the complete agreement between the Parties and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. Neither this Agreement nor an Exhibit or Addendum may be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement or an Exhibit or Addendum.

O. **Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. NKU may not assign, delegate, transfer, or otherwise convey this Agreement or any of its rights hereunder, to any entity without the prior written consent of IC, and any attempted assignment or delegation without such consent shall be void.

P. **Survivability.** The following Sections shall survive the expiration and termination of this Agreement: VI, VIII, IX, X, and XI.

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**INSTRUCTIONAL CONNECTIONS, LLC**

Signature: [Signature]

Name: Dr. Robert F. Williams

Title: President

Date: 8/5/17

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**NORTHERN KENTUCKY UNIVERSITY**

Signature: [Signature]

Name: Sue Ott Flodland

Title: Provost & EVP for Academic Affairs

Date: 8/11/17

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SERVICE AGREEMENT WITH INSTRUCTIONAL CONNECTIONS, LLC

Addendum A – Pricing Schedule – 3 Year Contract

Northern Kentucky University

April 3, 2017

The term of the Agreement shall be three (3) years from the date of the agreement Effective Date. After the initial term, the Agreement may be renewed for annually upon a mutually written agreement.

- Undergraduate Courses
  - 5 Week Undergraduate $34 / Student
  - 6-7 Week Undergraduate $36 / Student
  - 8-9 Week Undergraduate $38 / Student
  - 10-14 Week Undergraduate $40 / Student
  - 15-16 Week Undergraduate $42 / Student

- Graduate Courses
  - 5 Week Graduate $42 / Student
  - 6-7 Week Graduate $44 / Student
  - 8-9 Week Graduate $46 / Student
  - 10-14 Week Graduate $48 / Student
  - 15-16 Week Graduate $50 / Student

- Doctoral Courses
  - 6-7 Week Doctoral $55 / Student
  - 8-9 Week Doctoral $60 / Student
  - 10-14 Week Doctoral $65 / Student
  - 15-16 Week Doctoral $70 / Student

* Pricing listed is “per-student-per course”
SERVICE AGREEMENT WITH INSTRUCTIONAL CONNECTIONS, LLC

Addendum B – Online Faculty Sourcing

Northern Kentucky University

This document is in reference to the service agreement dated August 14, 2017, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Addition(s):

A La Carte Service(s): Online Adjunct Faculty Sourcing, an Add-On Service that is completely separate and independent from the Academic Coaching Services provided through the Master Agreement.

For departments, programs and/or courses that Northern Kentucky University (NKU) identifies as needing additional university faculty support in the form of Online Adjunct Faculty to meet the needs of courses and/or programs that may or may not be already using Academic Coaches provided by Instructional Connections (IC); Instructional Connections will provide an Online Adjunct Faculty Sourcing service:

A one-time fee will be assessed at $500.00 per IC Online Adjunct Faculty candidate that was provided by IC and directly hired by NKU. This fee applies only to those situations in which NKU directly hires an Adjunct Faculty member that IC has recruited at the request of NKU.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

INSTRUCTIONAL CONNECTIONS, LLC

Signature: [Signature]
Name: Dr. Robert F. Williams
Title: President
Date: 8/9/17

NORTHERN KENTUCKY UNIVERSITY

Signature: [Signature]
Name: [Name]
Title: Provost & EVP for Academic Affairs
Date: 8/11/17