

**Agreement between the School Board of Clay County, Florida and
Learners Online, Inc
Andrew Jackson Liberty Fellowship**

This Agreement is dated the 17th day of August 2006 by and between the The School Board of Clay County, Florida, (“SBCC”) with an address at 900 Walnut Street Green Cove Springs, FL 32043 (hereinafter referred to as “District”), and Learners Online, Inc., located at 3616 Maple Avenue, Dallas, TX 75219.

WITNESSETH

WHEREAS, the SBCC desires to obtain and LEARNERS ONLINE agrees to deliver a web based learning management system consistent with the Andrew Jackson Liberty Fellowship to certain history teachers in the Clay County (FL) Public Schools.

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are made a part hereof and incorporated by reference herein.

2. TERM

The term of this agreement shall be for 3 years as awarded in the United States Department of Education Teaching American History Grant, known as the Andrew Jackson Liberty Fellowship, unless terminated according to provisions of the Education Department General Administrative Regulations (EDGAR).

3. SCOPE OF SERVICES

LEARNERS ONLINE will provide the SBCC with services as set forth in the United States Department of Education, Teaching American History Grant, named the Andrew Jackson Liberty Fellowship (hereinafter, “Grant”), which is attached hereto and incorporated by reference herein. Specifically, LEARNERS ONLINE agrees to provide the following:

3.1. Site License

The LEARNERS ONLINE will provide a site license for all history teachers in all CCSD schools participating in the TAH program. System access includes:

- (a) On-site training and staff development (Two professional development sessions per year as needed conducted by both a representative of Learners Online and a PhD Historian
- (b) All colloquiums conducted by the TAH project will be supported by Learners Online so that every teacher will integrate WebLessons throughout the grant program to follow specific events, themes and topics in traditional American history
- (c) Online training and support available at all times
- (d) Over 150 American History content lessons

- (e) Instructor's Guides (each lesson topic-over 150 guides)
- (f) National and State Standards correlation
- (g) WebLessons learning management system
- (h) Web Learning Window—WebLessons student facing application, which include interactive questions, quizzes and projects
- (i) All content & technical support as needed
- (j) Detailed evaluations and assessment
- (k) Online usage statistics reports
- (l) Sustenance: Teachers participating in this program will have perpetual, unlimited access rights to WebLessons (U.S. History units), thus meeting the requirement for long-term sustainability of the program. No additional costs will be incurred by the district at any time beyond the term of the grant
- (m) All pricing includes continued use and support at no additional cost for all Clay County History teachers, including those not involved in the fellowship
- (n) After the 3 year project, the entire Web Lesson system will be open to all Clay County History teachers at no charge perpetually

4. SBCC OBLIGATIONS

- 4.1.** The SBCC agrees to work cooperatively with the LEARNERS ONLINE to accomplish the goals of the Andrew Jackson Liberty Fellowship as set forth in the attached Grant.
- 4.2.** The SBCC agrees to provide appropriate facilities that will accommodate sixty (60) teachers and faculty for use in connection with the Andrew Jackson Liberty Fellowship activities. Such facilities will be conducive to a professional atmosphere, equipped with necessary audio and visual equipment, with seating, workspace, food and beverages adequate for professional situations.

5. PAYMENT

The SBCC's sole financial obligation for the first year is forty five thousand dollars (\$45,000.00) (the "Purchase Price"). The Purchase Price shall be payable in full in October. The total cost for the 2nd and 3rd years is outlined in the Budget Narrative, as set forth in the awarded grant application, and will be agreed upon (60) sixty days before the beginning of the grant year.

6. CANCELLATION AND INDEMNIFICATION

- 6.1.** The parties agree that the SBCC may modify or postpone a colloquium for any reason without penalty if written notice thereof is received by LEARNERS ONLINE at least sixty (60) days prior to the commencement date of the colloquium and is in accordance with United States Department of Education, General Administrative Regulations (EDGAR). The SBCC agrees that if it modifies or postpones a colloquium or deliverable at any time within 59 days prior to the specified commencement date, then LEARNERS ONLINE shall be entitled to reimbursement for any deposits made in preparation for the session and shall also be entitled to and shall retain any deposit paid to LEARNERS ONLINE as well as.
- 6.2** All LEARNERS ONLINE employees, agents or contractors who are permitted access to school grounds when students are on campus, or who have direct contact with students

shall, at LEARNERS ONLINE expense, submit to fingerprinting by SBCC and shall be required to pass a Level II background screening as required by sec, 1012.465 Florida Statutes

7. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, LEARNERS ONLINE, its agents, students, employees and representatives shall at all times remain in an independent contractor relationship with the District.

8. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that it has the power and authority to enter into this Agreement and to perform its obligations hereunder and, upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of such party, enforceable in accordance with its terms.

9. INSURANCE

9.1 LEARNERS ONLINE shall maintain insurance coverage for comprehensive commercial general liability (“CGL”) by a carrier that is licensed to provide such coverage in the State of Texas.

9.2 Proof of such insurance shall be submitted by LEARNERS ONLINE to the District upon request, and resubmitted in the event of a material change in coverage, carriers, or underwriters. The continued maintenance in full current force and effect of such coverage shall be a condition precedent to the SBCC's obligation to pay under this Agreement. LEARNERS ONLINE shall provide written notice to the District at least 30 (thirty) days prior to any cancellation, non-renewal, or material modification of the aforementioned policies.

10. ASSIGNMENT

It is hereby further agreed between the parties that LEARNERS ONLINE shall not assign the whole or any part of its obligations under this Agreement.

11. GOVERNING LAW & JURISDICTIONS

This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of Florida. It is agreed that any lawsuit concerning this Agreement will be filed, if at all, in the Circuit Court of the Fourth Judicial Circuit of Florida, Law Division, with venue in Clay County, Florida.

12. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties. Any modifications to the Agreement must be set forth in writing and signed by an authorized representative of both parties.

13. NO WAIVER

The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provision. The District's failure at any time to require strict compliance by LEARNERS ONLINE with any of the provisions hereof shall not waive or diminish District's right thereafter to demand strict compliance therewith.

14. SEVERABILITY

The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

15. NOTICES

All communications including all notices to the District shall be provided to the grant project director, Ms. Dianna Miller, at 18329 SW 75th Loop, Dunnellon, FL 34432. All communications and notices to LEARNERS ONLINE shall be sent to Learners Online, 3616 Maple Avenue, Dallas, TX 75219.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

LEARNERS ONLINE, INC

THE SCHOOL BOARD OF CLAY COUNTY,

Mary Ashmore
President

Chairman

Attest _____

Witness _____

Date _____

Date _____