

**Agreement between the School Board of Clay County, Florida and
American Institute for History Education, L.L.C.
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 American Institute for History Education, L.L.C., a Limited Liability Corporation of the State of New Jersey, with an address at 1514 Kings Highway Swedesboro, NJ 08085 (hereinafter referred to as “AIHE”).

WITNESSETH

WHEREAS, the SBCC desires to obtain and AIHE agrees to deliver a professional development services program 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

AIHE 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, AIHE agrees to provide the following:

3.1. COLLOQUIA

The AIHE will organize and manage 10 days of professional development sessions during the first year of this agreement and 9 days during the 2nd and 3rd year, and will provide Andrew Jackson Liberty Fellowship CDs, CD-ROMs, and other deliverables as listed below.

3.2. COLLOQUIA

AIHE will organize and conduct the colloquia on various American history topics as set forth in the Grant. AIHE further agrees that it will provide one historian, one master teacher, and one education specialist each day of the colloquia. The venue and dates for the above colloquia will be determined by the SBCC.

The AIHE further agrees to provide the following services at all colloquia in accordance with the Grant:

- (a) Recommend to the District all supplies necessary for conducting the colloquia
- (b) Develop colloquia agenda
- (c) Prepare the colloquia content and application presentations
- (d) Construct a vertical team plan for teachers
- (e) Develop an in-service turnkey package for teachers
- (f) Conduct periodic meetings with Andrew Jackson Liberty Fellowship personnel to coordinate each event when necessary

3.3. FIELD TRIP

AIHE agrees to organize and conduct fieldtrip(s) as outlined in the grant. AIHE agrees that an AIHE facilitator will be provided for this field trip. AIHE further agrees to provide all services set forth in 3.2(a) through (f) in connection with this event.

3.4. FIVE-DAY SUMMER INSTITUTE

AIHE agrees to organize and conduct a five-day summer institute. AIHE further agrees that it will provide one historian, one master teacher, and one education specialist for each day of the institute. The venue and dates for the summer institute will be determined by the district. AIHE further agrees that it will provide the services set forth in 3.2(a) through (f) in connection with this event.

3.5. THE AIHE LESSON CD-ROMs

AIHE will provide for distribution three lesson-CD-ROM's each year, directly aligned with the Andrew Jackson Liberty Fellowship topics (see below) each containing 36 lessons for 50 teachers.

Each CD will contain 12 topic lessons with each lesson further developed for the three grade-span levels (upper elementary, middle school, high school) related to the topic of the colloquium.

The CD's for the first year will cover the following topics:

- 3.5.1 "The Birth of the American Nation," The American Institute for History Education. Standards based classroom curriculum and lessons; 50 CD-ROMs and unlimited access to interactive website.
- 3.5.2 "The Birth of Liberty," The American Institute for History Education. Standards based classroom curriculum and lessons; 50 CD-ROMs and unlimited access to interactive website.
- 3.5.3 "The Creation of the United States of America," The American Institute for History Education Standards based classroom curriculum and lessons; 50 CD-ROMs and unlimited access to interactive website.

All CLAY COUNTY (FL) PUBLIC SCHOOLS American History teachers will have web access to all of the CD-ROM lessons.

3.6 Andrew Jackson Liberty Fellowship Website & Andrew Jackson Liberty Fellowship CD

The AIHE will build and host the Andrew Jackson Liberty Fellowship website.

Home Page: describing your organization or program.

Contact Page: that list the schools' addresses, phone and fax numbers, and e-mail addresses.

Content Pages: that utilizes text, graphics and photos to make your program come to life on the net.

Interactive Classroom Lessons: complete with historical content, the district's teacher guides, maps and charts, homework assignments, and eye-catching graphics.

Interactive Links: to research resources, authors, partner school, organizations, and any contacts pertinent to the district's program.

Bulletin Boards: for viewers to read and post comments pertaining to the district's programs.

Logo design: for program and/or organization.

AIHE will develop CD's that include:

- Introduction to the goals of Andrew Jackson Liberty Fellowship.
- Framework based on the history timeline covered in grades 4-12, indexed by topic
- Narratives for each colloquium topic, supported by video clips of relevant excerpts from the colloquia historians and master teacher

50 Copies of each CD will be provided by AIHE. Andrew Jackson Liberty Fellowship CD's will be the property of the district and will be available for distribution through the website or as CD's, and when completed will be in the public domain.

3.7. AIHE ensures that its staff members shall comply with all State and District rules and regulations.

4. SBCC OBLIGATIONS

4.1. The SBCC agrees to work cooperatively with the AIHE 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 one hundred twenty-seven thousand five hundred dollars (\$127,500.00) (the "Purchase Price"). The Purchase Price shall be payable quarterly in equal installments of \$31,875.00, as set forth in Schedule A which is attached

hereto and incorporated by reference herein subject to the continuation of the Andrew Jackson Liberty Fellowship. 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 AIHE 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 AIHE 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 AIHE as well as.

6.2 All AIHE 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 AIHE 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, AIHE, 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 AIHE shall maintain insurance coverage for comprehensive commercial general liability (“CGL”) by a carrier that is licensed to provide such coverage in the State of New Jersey.

9.2 Proof of such insurance shall be submitted by AIHE 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. AIHE 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 AIHE shall not assign the whole or any part of its obligations under this Agreement.

11. APPLICABLE LAWS

AIHE shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1.1 et seq., as well as any and all other applicable law(s), rules, statutes, ordinances and any other applicable law.

12. 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.

13. 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.

14. 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 AIHE with any of the provisions hereof shall not waive or diminish District's right thereafter to demand strict compliance therewith.

15. SEVERABILITY

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

16. NOTICES

All communications including all notices to the District shall be provided to the grant project director, Ms. Diana Miller, at 900 Walnut Street Green Cove Springs, FL 32043. All communications and notices to AIHE shall be sent to American Institute for History Education at 1514 Kings Highway Swedesboro, NJ 08085.

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

**AMERICAN INSTITUTE FOR
FLORIDA
HISTORY EDUCATION, LLC**

THE SCHOOL BOARD OF CLAY COUNTY,

Kevin T. Brady, Ph.D.
President

Chairman

Attest _____

Witness _____

Date _____

Date _____

Schedule A - Payment Schedule AIHE 2006-07

Activity/Deliverable		Amount
Programs		
Colloquia		
Field trip		
Five-day Summer Institute		
3 * 50 AIHE CD-ROMs		
Andrew Jackson Liberty Fellowship Annual CD-ROM		
TOTAL		\$127,500.00
	Payment Dates	
	First Payment	October 1, 2006
		\$31,875.00
		January 15, 2007
		\$31,875.00
		April 15, 2007
		\$31,875.00
		July 15, 2007
		\$31,875.00
TOTAL		\$127,500.00