

**RENEWAL OF MASTER LICENSE AND SERVICE AGREEMENT**

(Vendor No: 69625)

THIS RENEWAL OF MASTER LICENSE AND SERVICE AGREEMENT ("Renewal Agreement") is entered into this 1<sup>st</sup> of July, 2010, by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools ("Board" or "CPS" or "Client"), and Relegent, LLC, a Tennessee limited liability company ("HealthTeacher").

**RECITALS**

- A. The parties entered into a Master License and Service Agreement ("Original Agreement") dated July 1, 2009 for a term commencing July 1, 2009 and ending June 30, 2010 pursuant to Board Report No. 09-0624-PR43.
- B. The Original Agreement gave the parties two (2) options to renew the Original Agreement for additional periods of two years or twelve months each and by this Renewal Agreement, the parties are exercising the first renewal option and there is one (1) twelve-month renewal option remaining.
- C. The parties now desire to renew the Original Agreement for the period commencing July 1, 2010 and ending on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Original Agreement is renewed as follows:

- 1. **DEFINED TERMS.** All defined terms used herein shall have the same meaning as in the Original Agreement unless otherwise defined herein or unless the context requires a different meaning or connotation.
- 2. **RENEWAL TERM.** The Term of the Original Agreement shall be renewed for a period commencing July 1, 2010 and ending June 30, 2011 ("Renewal Term").
- 3. **SCOPE OF SERVICES AND DELIVERY OF MATERIALS.** During this Renewal Term, HealthTeacher shall continue to provide the Services and Materials, if applicable, as set forth in the Original Agreement, which are set forth here again in Exhibit A, Statement of Work, attached hereto and incorporated herein by reference.
- 4. **COMPENSATION.** The total maximum compensation payable to HealthTeacher under this Renewal Agreement shall not exceed Ninety-Four Thousand Four Hundred Dollars (\$94,400.00). Payments shall be made as specified in the "Pricing Schedule" attached hereto and incorporated herein by reference as Exhibit B.
- 5. **INVOICES:** Upon execution of this Renewal Agreement, all invoices submitted by HealthTeacher under the Agreement shall be submitted to the following addresses:

**Submit original invoices to:**

Chicago Public Schools  
Attn: Accounts Payable  
PO Box 661  
Chicago, IL 60690-0661

**Submit a copy to:**

Chicago Public Schools  
Citywide Special Education Resource  
125 South Clark Street, 8<sup>th</sup> Floor  
Chicago, IL 60603  
Attn: Kenneth Papineau

- 6. **FOIA AND INTERNET POSTING:** HealthTeacher acknowledges that this Renewal Agreement and all documents submitted to the Board related to this Renewal Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5/ILCS 140/1) and any other comparable state and federal laws; and that this Renewal Agreement is subject to the reporting requirements under 105 ILCS 5/10-

20.44. HealthTeacher further acknowledges that the original Agreement, including all renewals and amendments thereto, shall be posted on the Board's Internet website. HealthTeacher may redact all HealthTeacher Confidential Information, as defined in the original Agreement in Section 9.1 (b), including but not limited to proprietary, specific cost and pricing information. The original Agreement, as redacted by HealthTeacher, will be posted online. The online version will include the total contract dollar value or total maximum compensation amount. Any portion of this Renewal Agreement or the original Agreement designated as trade secrets or proprietary information which does not fall directly within this FOIA exemption will be subject to release by the Board pursuant to FOIA. HealthTeacher agrees to indemnify, defend and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all reasonable legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the original Agreement, Renewal Agreement and all exhibits and attachments thereto designated as trade secrets or proprietary information.

7. OTHER TERMS. Except as expressly amended by this Renewal Agreement, all other terms and conditions of the Original Agreement shall remain unchanged and continue in full force and effect during this Renewal Term.

IN WITNESS WHEREOF, the parties have signed this Renewal Agreement as of the date first written above.

THE BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By:   
Mary B. Richardson-Lowry, President

Attest:   
Estela G. Beltran, Secretary

Date: 10/19/10

RELEAGENT, LLC

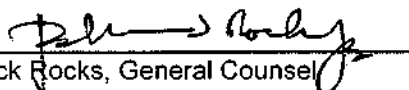
By:   
Print Name: Scott McQuigg

Title: President

Date: 9-24-10

Board Report #10-0623-PR43-1; 10-0922-ARI-43

Approved as to legal form: LS/500

  
Patrick Rocks, General Counsel

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**Exhibits and Attachments:**

**Exhibit A - Statement of Work**

**Exhibit B - Pricing Schedule**

**Attachment 1 - HealthTeacher Training Agenda**

**Attachment 2 - HealthTeacher Web Site Terms and Conditions and Privacy Policy**

Exhibit A

STATEMENT OF WORK  
(Relegent LLC)

Name of Program: Implementation of the Safe and Healthy Schools Program

CPS Program Manager: Ken Papineau Phone: 773/553-1830

E-Mail: kgpapineau@cps.k12.il.us

Relegent/HealthTeacher Program Manager: Ed Fitzgerald Phone: 865/386-2605

E-Mail: ed@healthteacher.com

Period of Performance: July 1, 2010 until June 30, 2011 Maximum Compensation: \$94,400

Board Report: #10-0623-PR43

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This Statement of Work shall be conducted pursuant to the terms and conditions of the above-referenced Board Report and the Master License and Services Agreement ("Agreement") dated July 1, 2009 and the Renewal Agreement dated July 1, 2010 by and between Relegent, LLC ("Relegent" or "HealthTeacher"), and the The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "Board" or "Client" or "CPS"). Defined terms used in this Statement of Work shall have the same meanings as those ascribed to such terms in the Agreement.

I. PROGRAM DESCRIPTION

The HealthTeacher Program ("Program") focuses on promoting the safety and social, mental and physical health of children in grades K-12. The Program is correlated to the National Health Education Standards, the Illinois State Health Education Physical Development and Health Learning Goals 22, 23 and 24, and the Illinois State Social/Emotional Learning Goals 1, 2 and 3. Program topics include: behaviors that result in unintentional injuries and violence; tobacco use; alcohol and other drug use; sexual behaviors that result in HIV infection, other sexually transmitted diseases and unintended pregnancies; unhealthy dietary behaviors; and physical inactivity.

II. SERVICES

A. Training.

1. Training Sessions. Over the course of the 2010/2011 school year, at the times and locations mutually agreed upon by the parties, HealthTeacher shall provide no more than eight (8), 2.5-hour Training Sessions for groups of approximately twenty-five (25) CPS teachers and administrators. There will be 2 Training Sessions provided on each of the designated days at the designated locations.

After completing this training, the participants shall be qualified to use the Program Materials in their classrooms; and participants who complete the train-the-trainer training sessions shall be qualified to train other teachers and administrators on the Program and the use of the HealthTeacher Web Site and web-based materials.

**THIS REDACTED AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE**

web-based materials.

2. HealthTeacher Training Syllabus. Each Training Session shall cover the material specified in the HealthTeacher Training Syllabus, a copy of which is attached hereto and incorporated herein by reference as Attachment 1.

3. Training Materials and Responsible Party.

| Training Materials to Be Provided |   | Responsible Party |
|-----------------------------------|---|-------------------|
| a                                 | <i>HealthTeacher Training Syllabus</i>  | HealthTeacher     |
| b                                 | A complete set of handouts will be given to each training participant and to the CPS Program Manager. | HealthTeacher     |
| c                                 | Sign-in Forms   | CPS               |
| d                                 | CPDU Forms  | CPS               |
| e                                 | National Health Education Standards   | HealthTeacher     |
| f                                 | State Health Education Standards for Physical Development and Health and Social Emotional Learning    | HealthTeacher     |
| g                                 | PowerPoint on <i>HealthTeacher</i>  | HealthTeacher     |
| h                                 | Markers   | HealthTeacher     |
| i                                 | Flip Chart  | HealthTeacher     |
| j                                 | Tape  | HealthTeacher     |
| k                                 | 3x5 Cards   | HealthTeacher     |
| l                                 | Writing Paper   | CPS               |
| m                                 | Pens  | CPS               |

- B. **Support Services.** HealthTeacher shall provide Program support and technical support services (collectively, "Support Services") to all Schools. These Support Services shall be as follow:

➤ **Technical Support:**

Toll Free Number: (800) 514-1362

E-Mail: [support@healthteacher.com](mailto:support@healthteacher.com)

➤ **Program Support:**

E-Mail: [ed.fitzgerald@healthteacher.com](mailto:ed.fitzgerald@healthteacher.com)

E-mail support requests will be answered by no later than the next business day. Telephone support is available M-F between the hours of 9:00 AM and 5:00 PM (excluding holidays).

### III. DELIVERABLES

Deliverables to be provided by HealthTeacher include, but are not limited to the following; and they should be provided on or before the dates specified herein below.

- A. HealthTeacher shall furnish Training Session materials and handouts as specified in Section II (A) (3) herein.
- B. Effective July 1, 2009, Relegent shall give sign on privileges to [ ] teachers and administrators in each School and to CPS Office of Special Education and Supports (OSSES) and Department of Libraries and Studies staff so they can access HealthTeacher from any location with internet capability. Such privileges shall extend from July 1, 2010 until June 30, 2011 unless the Agreement is terminated sooner.
- C. Within five (5) business days of each Training Session, HealthTeacher shall give the CPS Program Manager the following items:
  - Attendance Sheets listing the individuals who attend each Training Session by name and school;
  - Copies of participant evaluations for each Training Session; and
  - HealthTeacher's written evaluation of each Training Session with suggested changes to the training sessions and training materials, if any.
- D. At the cost indicated in Exhibit B, HealthTeacher shall provide printed teacher manuals as requested, for additional schools opening during the 2010/2011 school year. Each teacher manual shall include one of each of the following; and the teacher manuals shall, by agreement of the parties, either be delivered to the School Principal or his/her designee on or prior to an agreed upon date.
  - Kindergarten – 1<sup>st</sup> Grade Binder
  - 2<sup>nd</sup> - 3<sup>rd</sup> Grade Binder 4<sup>th</sup> - 5<sup>th</sup> Grade Binder
  - Middle School (grades 6-8) Binder
  - High School (9-12) Binder

Relegent shall package and ship all Binders in a commercially reasonable manner. All shipments shall be F.O.B. destination to each School with freight and insurance to be paid by Client. Goods are to be delivered **only** to a secure area designated by the School. Any and all deliveries made to a School shall occur between the hours of 8:00 a.m. - 2:30 p.m. on regular school days. The Board may adjust the Purchase Order shipping destination any time up to five (5) business days prior to shipment. Time is of the essence to the delivery of all Binders ordered hereunder.

E. HealthTeacher shall give the Coordinated School Health Director and CPS Program Manager access to administrative activity reports regarding School and teacher/administrator usage, and such other items as the CPS Program Manager may request from time to time. The CPS Program Manager shall indicate the desired format for all reports; and HealthTeacher shall reasonably comply with all such requests.

### IV. OUTCOMES

Services and Materials furnished by HealthTeacher hereunder shall provide a standardized framework for addressing safety, substance abuse/abuse prevention, and violence prevention to approximately [ ] Chicago Public Schools and Charter Schools (grades K-12). This Program shall give CPS students the information and personal skills they need to make informed choices in

matters related to the covered topics.

**V. OTHER APPLICABLE TERMS AND CONDITIONS.**

Relegent's HealthTeacher Website Terms and Conditions Privacy Policy, a copy of which is attached to the Agreement as Attachment 2, also shall apply. In the event of a conflict between the provisions contained in that Attachment 2 and those contained in the Agreement, the provisions of the Agreement shall prevail.

Exhibit B - Relegent, LLC

First Renewal Agreement

PRICING SCHEDULE

Relegent's HealthTeacher Program - Chicago Public Schools

Board Report No. 10-0623-PR43

July 1, 2010 - June 30, 2011

This Pricing Schedule is subject to the terms and conditions of the above-referenced Board Reports and the MASTER LICENSE AND SERVICE AGREEMENT ("Agreement") dated July 1, 2009 and the Renewal Agreement dated July 1, 2010, by and between Relegent, LLC d/b/a HealthTeacher ("Relegent" or "HealthTeacher"), and The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "Board" or "Client" or "CPS").

I. LICENSE AND SERVICE FEES

- \$90,000.00 District License Fee for Agreement (July 1, 2010 - June 30, 2011) due and payable within 30 days of execution of the Agreement and receipt of invoice by Client.
- \$4,400.00 Eight Training Sessions due and payable within 30 days of completion of the training and receipt of invoice by Client (4 per day for two days) [This fee includes the cost of the handouts and the other training materials to be provided by Relegent.]

II. ANCILLARY MATERIALS

HealthTeacher shall package and ship all Ancillary Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination as designated on the applicable Purchase Order, with freight and insurance prepaid.

Teacher Manual

- K-1 [\$\_\_\_\_\_]
- 2-3 [\$\_\_\_\_\_]
- 4-5 [\$\_\_\_\_\_]
- MS (6-8) [\$\_\_\_\_\_]
- HS (9-12) [\$\_\_\_\_\_]

Health Education Poster Set

- Elementary School Set [\$\_\_\_\_\_]
- Middle School Set [\$\_\_\_\_\_]
- High School Set [\$\_\_\_\_\_]

Scope & Sequence Chart

- K-12 Wall Chart [\$\_\_\_\_\_]

III. OPTIONAL ADDITIONAL COSTS

At its option, Client may order Online Spanish Language Handouts for students and parents at the cost of [\$\_\_\_\_\_] per School.

Attachment 1 - Relegent, LLC

HEALTHTEACHER TRAINING AGENDA



**Overview of HealthTeacher Navigation**

Homepage – <http://HealthTeacher.com>

**Login**

My Account/Profile

*Password can be changed here after logging in with your current password.*

Scope & Sequence

Topic

Skill

Grade Level

Alignment Tables

National Health Education Standards

Illinois Health Standards

Illinois Social Emotional Skills

Teacher Resources

Background Content

News

Reporting Center

Interactive Tools

**Lesson Plans**

Overview

Teacher Pages

Student Pages

Background Information

Teaching Steps

Assessment

**Search**



**Scavenger Hunt**

- · What does HealthTeacher have in support of your current health lessons?
- · What is included in HealthTeacher that is not currently in your health education program?
- · Who else from your school could make use of HealthTeacher content?

**Planning the Year**

Scope & Sequence

Unit Details

## RENEWAL AGREEMENT

### VISITOR'S AGREEMENT AND RULES OF CONDUCT FOR HEALTHTEACHER SITE

Review Date: July 2010

Use and participation in HealthTeacher's Web site is contingent upon your acceptance of the following terms and rules. By using our Web site, you accept these terms. In addition, your continued use of our Web site after a change has been made to the policies of our Web sites implies your assent to those changes. "HealthTeacher" refers to HealthTeacher.com which is owned and managed by HealthTeacher, Inc. The material and content contained in HealthTeacher's Web site is provided for general health information only and is not intended to be a substitute for professional medical advice, diagnosis or treatment. Users of this Web site should not rely exclusively on information provided in this Web site for their own health needs. All specific medical questions should be presented to your own health care provider.

#### SUBSCRIPTION SERVICES

Access to all but a limited section of HealthTeacher.com is restricted to individual or corporate subscribers (schools, school districts, other such systems). Access to the full site is achieved through the use of assigned passcodes. The unauthorized sharing of passcodes will be prosecuted. The annual subscription price grants access to the website for one year from subscription start up. There is no prorating of the subscription price. HealthTeacher reserves the right to cancel any subscription at any time.

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- d. Use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;
- e. Use any HealthTeacher names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- f. Use any material or information, including images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party; or
- g. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any third party.

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HealthTeacher, Inc. 5200 Maryland Way, Suite 100  
Nashville, TN 37027  
800-514-1362

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#### **Acceptable Reprint Uses (upon approval):**

- a. Republishing or using staff-written articles in journals, magazines, tabloids, newspapers, newsletters, dissertations, textbooks, books, slide shows, brochures, pamphlets, CD-ROMs, DVDs and feature films.
- b. Making multiple photocopies for use within an organization or company, or as a handout.
- c. Making copies of articles for coursepacks to be sold to students or for use in electronic coursepacks.
- d. Using articles / photographs for insurance claims or court cases.
- e. Posting articles on a company or organization Intranet or website.

#### **Unacceptable Reprint Use:**

Using Content, articles, graphics or photographs for advertisements, commercials.

### **HYPERLINKS TO THE WEBSITE**

You may hyperlink to the home page of HealthTeacher.com from any Acceptable Site\*, but the following conditions apply:

- You may not frame the Site or any portion of the Site
- The hyperlink to the Site is not used in a way that suggest that HealthTeacher endorses you or your website
- You obtain HealthTeacher's prior written approval if you intend to use any logos, trademarks, or other copyrighted material for such link
- The link to the Site is not used or presented in any way that disparages HealthTeacher or tarnishes, blurs or dilutes the quality of HealthTeacher's name or trademark or any associated good will.
- Any link or authorized logo used as a link include appropriate legends or other proprietary notices
- The link to the Site is not displayed on any web page that displays objectionable content or links, and
- You agree that we may terminate your right to link or hyperlink to the Site at anytime for any reason or for no reason.
- An Acceptable site means a web site that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that: (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or

## RENEWAL AGREEMENT

publicity rights, a misrepresentation of facts, hate speech or an infringement or any third party's intellectual property or proprietary rights of any kind, including without limitation, copyright, patent, trademark, industrial design, trade secret, confidentiality or moral rights; or (iv) violates or encourages others to violate any applicable law.

### LINKS TO OTHER SITES

HealthTeacher chooses its advertisers and business partners carefully. However, HealthTeacher is not responsible for the content or privacy practices of Web sites operated by third parties that are linked to or from the HealthTeacher Web site. These links are meant for the visitor's convenience only. Links to third party Web sites do not constitute sponsorship, endorsement, or approval by HealthTeacher of any content, policies or practices of such sites. Once you have left HealthTeacher Web site via such a link, you should check the applicable terms of use and privacy policy of the third party site.

### VISITOR'S INDEMNIFICATION / OBLIGATIONS

a. In consideration for your use of and access to HealthTeacher Web site, you agree that in no event will HealthTeacher, its affiliated or related entities, its content providers or any other party involved in creating, producing or delivering this Web site or any site linked to this Web site, be responsible or liable to you or entity in any manner whatsoever (including, but not limited to, persons who may use or rely on such data or materials or to whom such data and materials are furnished) for any loss, damage (whether actual, consequential or punitive), injury, claim, liability, or other cause of any kind or character whatsoever based upon or resulting from any information provided in HealthTeacher's Web site, or arising from any decision made or action or non-action taken by you or any other person in reliance upon the information provided through HealthTeacher's Web site, even if you advise HealthTeacher of the possibility of any claims or damages.

b. You, as a visitor and/or user of HealthTeacher's Web site, agree to defend, indemnify, and hold harmless HealthTeacher, its parents, subsidiaries, and affiliated companies and their respective directors, officers, employees, and agents from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of your use of HealthTeacher's Web site, or arising out of any violation of laws or these Rules of Conduct committed by you, including, without limitation, any communication by you which is claimed to be defamatory, obscene or otherwise unlawful, or which is claimed to violate the copyright, trademark, proprietary or other rights of third parties, or which constitutes a submission of materials.

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## RENEWAL AGREEMENT

### TERMINATION

HealthTeacher shall have the right to immediately terminate your use of HealthTeacher's Web site if HealthTeacher determines, in its sole discretion, that you have violated the Rules of Conduct set forth above or otherwise breached this agreement, or have engaged in conduct which HealthTeacher determines, in its sole discretion, to be unacceptable. While HealthTeacher recognizes that its message boards may be regarded as a public forum, it is not applicable under the First Amendment as a venue of free speech. HealthTeacher reserves the right to remove any postings to our message boards at our sole discretion.

### MISCELLANEOUS

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. This agreement shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this agreement is held to be invalid, illegal or unenforceable, the remaining portions of this agreement shall continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid, illegal or unenforceable term or provision will be amended and limited in accordance with the intent of the parties, as determined from the face of this agreement, to the extent necessary to permit the maximum enforceability and/or validation of such term or provision. This website is governed by a Privacy Policy. When you leave HealthTeacher's website, you do so at your own volition and you shall comply with any applicable local laws governing interactive sites.