

10/10/16

received from
Chancellors
Office

ACADEMIC PARTNER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is entered into this 1st day January, 2016 ("Effective Date") by and between Career Step, LLC, ("Career Step"), a Utah limited liability company, and The Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale ("Institution").

Institution and Career Step hereby agree as follows:

1. **Programs.** Career Step will make available to Institution's students, by and through Institution, an online catalog of certificate and supplemental programs (<http://www.careerstep.com/ap-catalog>). Program descriptions, including program materials, can be found for each offering. The online catalog may be updated from time to time by Career Step in its sole discretion to change or add to the programs being offered. Career Step represents and warrants it is compliant with all regulatory and licensure requirements to offer the Programs made available to Institution's students pursuant to this Memorandum of Understanding.

2. **Program Fees.** The price of each Career Step program is indicated in the online catalog. Program prices as subject to change upon one hundred twenty (120) days written notice. Students are granted a fourteen (14) day money back guarantee, but once that period has elapsed there are no refunds granted. This period begins the day the student receives their login information. Collection of Career Step program fees is the responsibility of Career Step and/or Institution. Institution shall have no responsibility for payment of any Program charges that become due and payable as a result of this Memorandum of Understanding unless Institution has expressly accepted responsibility for payment of such charges in a written document signed by its authorized representatives.

Career Step shall be solely responsible for collection of program fee payments made pursuant to this Memorandum of Understanding and shall pay Institution's share of such revenue (as defined in Section 3 herein) within thirty (30) days following the end of the month in which such payment is collected.

3. **Compensation.** As compensation for services (marketing, advisement, enrollment, etc.) rendered, Institution will receive a share of the revenues generated from program fees. The revenue share will be calculated on total program fees collected less any promotional item or discount offered. For the calendar year 2016, beginning on the effective date of this MOU, revenue share will be calculated at 20% for the first 50 enrollments and 22% for enrollments 51 and greater. Commencing in 2017, the revenue share will be determined by annual enrollment volume as follows:

- (a) For the first twenty five (25) enrollments per annual enrollment period— eighteen percent (18%)
- (b) For enrollments numbered twenty six (26) through fifty (50) of each annual enrollment period – twenty percent (20%)
- (c) For enrollments numbered fifty one (51) or greater per annual enrollment period – twenty two percent (22%)

4. **Ownership.** Career Step retains the ownership of all right, title and interest in and to all Programs,

the related documentation and all intellectual property rights therein and Career Step shall own all rights, title and interest in all derivative works, subject in each case to any rights of Career Step's third party licensors. Institution shall acquire no rights therein and will take no action that could be expected to adversely affect or impair Career Step's ownership of such materials and rights. Institution shall notify Career Step promptly of any infringement or suspected infringement of any such intellectual property rights.

5. **Marketing.** The Institution agrees to market Career Step programs in the following manner:

(a) **Online** – The Institution agrees to create an online presence of the Career Step programs, and at a minimum, provide a description and create a direct link to the Career Step programs.

(b) **Misc. Marketing** – The Institution agrees to collaborate with Career Step in creating and executing a launch and ongoing marketing plan to promote the offered programs. Marketing plans may include but are not limited to: lead generation, online marketing, offline marketing, public relations and social media.

6. **Term and Termination.**

(a) **Term.** The annual enrollment period shall begin on January 1st of each calendar year. Unless terminated earlier in accordance with its terms, this Memorandum of Understanding shall be in effect for a period of one (1) year from the Effective Date, and shall automatically renew thereafter on the annual anniversary of the Effective Date for consecutive one (1) year periods unless terminated as provided in Section 6(b) herein. Notwithstanding the foregoing, the total term of this Memorandum of Understanding, inclusive of all renewals, shall not exceed five years.

(b) **Termination.** Either party may terminate this Memorandum of Understanding: (a) for convenience upon at least ninety (90) days prior written notice to the other party or (b) immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Any pending payments owed by either party should be paid immediately.

7. **Notice.** All notices required by this Memorandum of Understanding shall be in writing and delivered by certified or registered mail, return receipt requested, to the receiving party at the following address:

Career Step: Career Step
Attn: Academic partners
2901 N Ashton Blvd. Suite 101
Lehi, UT 84043

Institution: _____

8. **Student Records.** In the event the implementation of this Memorandum of Understanding

results in the disclosure or re-disclosure of personally identifiable information from student records "FERPA Information" that are protected from such disclosure or re-disclosure by the Family Educational Rights and Privacy Act of 1974 (as amended) and its implementing regulations ("FERPA") the Parties agree as follows: (1) that any disclosure or release of FERPA Information by either Party pursuant to this Agreement shall be in accordance with FERPA; (2) that should either Party receive from the other FERPA Information regarding the disclosing Party's student(s) the receiving Party shall not release that information to any other person or entity without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of FERPA Information originating with the other Party to the purpose(s) for which the disclosure was made.

9. **Governing Law.** This Memorandum of Understanding and any dispute arising thereunder shall be governed exclusively by, and construed exclusively according to, the laws of the State of Illinois without reference to its conflict of law provisions.

10. **Entire Agreement.** This Memorandum of Understanding contains the entire agreement of the parties regarding the subject matter hereof and supersedes any prior agreement or understanding regarding the subject matter hereof, oral or written. Any modification of the terms of this Memorandum of Understanding shall be only be effective if in writing and signed by the authorized representatives of each Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CAREER STEP, LLC

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By: _____

Ryan L. Ewer, Vice President Marketing
and Academic Partnerships

By: _____

Brad Colwell 6/8/16
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

SDW
APPROVED
AS TO
LEGAL FORM

6-6-2016

Partnership Agreement for Noncredit Programs

This Agreement is entered by and between The Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale, 1263 Lincoln Dr, Carbondale, IL ("University") and the Institute of Reading Development, Inc., 5 Commercial Boulevard, Novato, California ("Institute") a corporation incorporated in the State of California. The Agreement will extend from the date of signing to December 31, 2019.

1. Programs

The Institute will provide two series of Reading Development Programs in southern Illinois ("Service Area") offered by the University in 2018 and 2019 (the "Programs"). The first series of programs will be the Online Reading Development Programs for children and adolescents, to be held in the summer and fall of 2018 and 2019. The second series of programs will be the Speed Reading & Study Strategies Program for college students, to be held in the fall of 2018 and 2019. The Institute will provide and pay for all materials and instruction for the Programs.

2. Teaching Sites

The University will provide facilities for the Speed Reading & Study Strategies Program. The Institute will provide a Certificate of Liability Insurance (see section 10, Insurance), as needed. No teaching facilities are required for the Online Reading Development Programs.

3. Program Promotion

The Institute will execute and pay for printing and mailing promotional letters to students and residents in the Program Service Area. The Institute will also print and distribute promotional flyers through the local public and private schools for the Online Reading Development Programs. The University will provide a mailing list of matriculated students, and will also provide its logo for use in the Program promotional letter, promotional flyers, and promotional website. All promotional content is to be approved by the University prior to public release. The University retains the right to review/approve/reject all content used in association with its name or logo.

4. Scholarships

The Institute shall promote and subsidize a scholarship program designed to reach students who do not have the financial resources to participate in the program. The tuition charged to these students will not exceed \$99.00. Faculty or staff at the University may enroll immediate family members in the Speed Reading & Study Strategies Program for \$239.00, or in the Online Reading Development Programs for \$170.00. The Institute shall submit a summary of subsidized enrollments (scholarship and faculty or staff enrollments) to the University at the end of each session of Programs (i.e., September 2018; December 2018).

5. Registration

The Institute will provide registration services for all Programs offered by the University in its service area. Where desired, the University retains the right to make final determinations on issues pertaining to partial or full refunds, in adherence with its own policies.

6. Tuition, Materials Fees, and Fee Split

The tuition is \$299.00 per person for the Speed Reading & Study Strategies Program. For the Online Reading Development Programs, the tuition is \$190.00 per person for entering pre-kindergartners through entering third graders and \$200.00 per person for entering fourth through entering twelfth graders. The tuition is \$179.00 per person for School Year Online Reading Programs that include synchronous video instruction.

The fee split on all Programs will be 90/10, with 90% of the gross tuition income retained by the Institute. The Institute shall charge fees for books and materials required for participation in the Programs, which shall be retained by the Institute. Within 90 days of the completion of the summer session, the Institute will conduct program audits on Summer Online Reading Development Programs. By December 15th, the Institute will conduct program audits on the Speed Reading & Study Strategies Program and the School Year Online Reading Development Program. Following completion of the audits, the Institute will remit 10% of the gross tuition revenues to the University. Subsidized students (scholarship and faculty or staff enrollments as described in section 4) will not be part of the fee split calculations.

7. Program Administration

The Institute will provide the University with copies of all participant class rosters. Program evaluation results will be submitted, in electronic form, to the University at the conclusion of each series of programs.

8. Quality Control

The University may appoint representatives to provide oversight of all aspects of Program implementation.

9. Compliance

The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under their agreement. The Institute will secure a criminal record background check for each instructor.

10. Insurance

The Institute warrants that it maintains an appropriate policy of general liability insurance covering the services performed under this agreement. Coverage will be provided until all obligations under this contract are satisfied.

Institute shall provide a Certificate of Liability Insurance (for \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$9,000,000 gross liability), naming the University as an additional insured, as needed.

11. Indemnification

Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each

party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement.

12. Dispute Resolution

In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

13. Institute's Status

The Institute acknowledges that its instructors for this Agreement are not employed by the University, and thus are not eligible for, nor covered by, any of the University employee benefits, workers' compensation, or employer contributions to Social Security or unemployment insurance.

14. Relationship of Parties. Notwithstanding any term or condition of this Agreement, the relationship of University and The Institute created by this Agreement is solely that of independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. The Institute acknowledges that it has no authority to bind the University to any contracts or legal obligations.

By signing below the parties agree to the terms set forth above.

Institute of Reading Development

By: 

Name: Joshua Kizner

Title: Chief Operating Officer &
Director of Partner Relations

Date: 11/17/2017

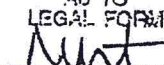
The Board of Trustees of
Southern Illinois University

By: 

Name: Carla Montemagno

Title: Chancellor

Date: 11/20/2017

SIU
APPROVED
AS TO
LEGAL FORM

2 Nov 2017

JER Online

Continuing Workforce Education and
Certificates - 1000+ Online Courses
250+ Subject Areas

JER GROUP, INC. JER Online (CO MARKETING .EDU AGREEMENT)

This Agreement is made and entered into on today's date of June 7, 2016 ("Effective Date") by and between JER GROUP, INC. ("JER Online", "We") a Georgia corporation having its principal place of business at 6625 Hwy 53 East, Suite 410-246, Dawsonville, GA 30534 and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale ("You" or "Southern Illinois University") at 850 Lincoln Drive, Carbondale, IL 62901.

Whereas, JER GROUP, INC. develops, publishes and licenses certain online training materials, books, learning guides, courseware and related Products; and

Whereas, JER GROUP, INC. desires to grant SOUTHERN ILLINOIS UNIVERSITY the non-exclusive right to market certain Products published and licensed by JER GROUP, INC., for the purpose of resale of the Products

Now, therefore, in consideration of the following mutual covenants and obligations granted and provided for hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. APPOINTMENT AND AUTHORITY OF SOUTHERN ILLINOIS UNIVERSITY.

Subject to the terms and conditions herein, JER GROUP, INC. hereby appoints SOUTHERN ILLINOIS UNIVERSITY as a non-exclusive marketer of JER GROUP, INC. Products, and SOUTHERN ILLINOIS UNIVERSITY hereby accepts such appointment. SOUTHERN ILLINOIS UNIVERSITY shall have no duties or obligations pursuant to this Agreement other than those expressly stated herein.

II. PRICING, PRODUCT DELIVERY, AND SALES AUDITS

1. JER Group, Inc. employs an adjustable pricing scheme that allows you to set any retail price of your choosing to the wholesale price of a JER Online course. The difference between wholesale and retail is what a JER Online partners earns. For each course sold, JER GROUP, INC. shall retain its share of wholesale revenue while SOUTHERN ILLINOIS UNIVERSITY may markup the retail pricing displayed to purchasers pursuant to this Agreement in an amount at its sole and absolute discretion which said markup shall constitute its profit from the sale of the course. SOUTHERN ILLINOIS UNIVERSITY shall have no responsibility for payment of any fees due as a result of implementation of this Agreement nor will it have any responsibility to collect such fees on behalf of JER Online.

6/9/16
received w/
Chancellor's
Signature

III. NOTICES

Any notices given under this Agreement shall be effective on date of receipt and such notices shall be deemed given when signed for upon delivery by courier service or overnight delivery service and, when sent by either first class or certified mail, on the third business day following being sent to the parties at the addresses set forth below:

TO:
JER GROUP, INC. (*JER Online*)
6625 Hwy 53 East
Suite 410-246
Dawsonville, GA 30534
706-216-3406
706-216-3979

TO:
ATTN: Director, Continuing Education
And Professional Development
New Annex A, Room 134 – Mail Code 6513
850 Lincoln Drive
Carbondale, IL 62901
618-536-7751

IV. TERM AND TERMINATION PERIOD

- A. Performance of this Agreement shall commence as of the Effective Date of this Agreement and shall have an initial term of one (1) year. The Parties may agree in writing in accordance with Section V herein to renewal or extension of the Agreement. The Agreement may be terminated by either Party, with or without cause, by providing 90 days advance written notice to the other Party. During the 90 day termination period, JER Online courses will continue to be made available to customers and enrollments will continue to be processed until the final day of termination of this contract. This Agreement also may be terminated in the event that either party exercises a material breach of this Agreement and if the matter is not corrected within thirty (30) days of written notice of such breach.

V. AMENDMENT

This Agreement may be amended or modified only upon execution of a written amendment by the Parties' duly authorized officers or representatives.

VI. STUDENT RECORDS

In the event the implementation of this Agreement results in the disclosure or re-disclosure of personally identifiable information from student records "FERPA Information" that are protected from such disclosure or re-disclosure by the Family Educational Rights and Privacy Act of 1974 (as amended) and its implementing regulations ("FERPA") the Parties agree as follows: (1) that any disclosure or release of FERPA Information by either Party pursuant to this Agreement shall be in accordance with FERPA; (2) that should either Party receive from the other FERPA Information regarding the disclosing Party's student(s) the receiving Party shall not release that information to any other person or entity without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of FERPA Information originating with the other Party to the purpose(s) for which the disclosure was made.

JER GROUP, INC.
JER Online

EXHIBIT A

Delivery and Free Use

The Course Catalog Manager is designed by JER Online as a proprietary piece of web-based software. This product allows JER Online partners to have complete administrative control over the course content they wish to receive from JER Online, along with the capabilities of changing course id numbers, pricing, registration and various other items. The program is designed to offer partners the capability to have their school and contact information also included. JER Online retains complete ownership rights to this program and its code and allows its partners free use of it only for the specific purposes outlined in this agreement.

EXHIBIT B

Refund Policies

As a partner, JER Online seeks to work with your institution's current refund policies. For its part JER Online has developed a set of policies consistent with VISA and MASTERCARD requirements designed to provide a fair means of dealing with customer refund requests that require special consideration. You can locate the details at the following link:

<http://www.coursecatalog.com/learn/policy.htm>

GENERAL REFUND

A. If a student registers for an online course they may receive a refund prior to the start of the course as long as it is not on the same day the course is to begin. If there is a delay in the start of a class because of a technical issue beyond our control or that of our faculty or course administrator, the student will be given an automated extension to start and complete the course. In all cases, the student is to be directed to first make voice and email contact with JER Group, Inc. in order to make us aware of any issue and to provide us reasonable time to resolve the problem.

Exceptions

A. COURSEWARE SOFTWARE

If a student has taken possession of downloadable courseware, software or any other proprietary instructional materials the students refund will adjusted so the cost of those products will not have to be absorbed by JER Online.

B. STUDENT ISSUES

If a student has been negligent, by not contacting JER Group, Inc. in cases of customer service needs, or attending classes, not responding to e-mails or doing the required work, the students request for a refund will be taken under advisement by both JER Online and the institution who will make a fair determination.