

## SERVICE AGREEMENT WITH INSTRUCTIONAL CONNECTIONS

This Service Agreement ("Agreement") is entered into by and between Instructional Connections, Inc., a nonprofit corporation ("IC"), and The University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees ("UWF") as of April 6, 2015 (the "Effective Date"). IC and UWF are sometimes referred to herein each as a "Party", and collectively as the "Parties."

### I. Recitals

- A. UWF 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 teaching assistants ("TA"s) to assist universities in course instructional support and delivery in Online Education degree programs.
- C. **Definitions.** Capitalized terms used in this Agreement shall have the meaning set forth below or elsewhere in the Agreement.
  1. **"Census Date"** means the first day after the official UWF add/drop period.
  2. **"Learning Management System"** ("LMS") means the proprietary learning management software platform used by UWF. IC supports any LMS used by the university.
  3. **"Faculty"** mean individuals appointed by UWF as UWF Faculty to teach the curriculum chosen by UWF for each Program.
  4. **"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.
  5. **"Program(s)"** means certain educational Online Education courses offered by UWF resulting in the award of certain UWF course credit and credentials that may be designated by UWF from time to time hereunder and that will involve the assistance of one or more Teaching Assistants provided by IC hereunder.
  6. **Reserved.**
  7. **"Start"** means the first day of a live online education course.
  8. **"Student(s)"** means a student enrolled in the Programs.
  9. **"Teaching Assistant"** means an instructional assistant provided by IC for purposes of course instructional support and delivery in UWF Online Education Degree Programs.

## II. IC Obligations

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

- A. **Teaching Assistants.** Subject to the approval of UWF, IC will identify individuals to serve as Teaching Assistants who will support Students enrolled in the Programs under the close supervision of the Faculty. If at any time UWF determines, at its sole discretion, that a person appointed as a Teaching Assistant 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 UWF provide a replacement pursuant to the procedures set forth in this Section. UWF may use any applicable or preferred terminology it chooses to call its "Teaching Assistants."
- 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 Teaching Assistant applicants in accordance with programmatic needs by UWF for Teaching Assistants. Such system is subject to UWF approval, which shall not be unreasonably withheld.
- C. **Credentialing System.** IC will provide a system to send qualification documents and original transcripts of applicants to UWF for purposes of approval for Programs.
- D. **Independent Contractor Agreements.** IC will contract with Teaching Assistants on part-time bases that meet qualification criteria and acceptance by UWF for its programs. Such Teaching Assistants will be subcontractors or employees of IC, as appropriate, and will not be employees of UWF.
- E. **On Boarding and Training.** IC will provide Teaching Assistants with an "iconnect-na.com" email account on a secure server; provide UWF with Teaching Assistant contact information; train Teaching Assistants on UWF 's LMS as necessary to ensure TAs understand the basic functions they will support faculty in the LMS; and provide instruction on UWF 's programs, policies, and academic procedures when requested. IC can also provide individual UWF Faculty with assistance and training on UWF's LMS when requested.
- F. **Scheduling and Assignment.** IC will assist with UWFs representatives to schedule and assign Teaching Assistants into live course sections prior to each UWF semester. IC will notify UWF of all assignments of Teaching Assistants.
- G. **Course Delivery.** IC will assist Faculty members with support and delivery of instruction within UWF courses in accordance with UWF program and/or Faculty requirements. Such assistance may include, but is not limited to: grading assignments, participating and monitoring of course discussions, posting announcements, and working with Faculty to 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 Teaching Assistants.
- I. **Management and Pay of Teaching Assistants.** IC will manage, pay, and support Teaching Assistants that provide support to Students through UWF's LMS.
- J. **Courses with Small Enrollments.** IC and UWF may agree on the scheduling and assignment of a Teaching Assistant 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.
- K. **Protection of Student Information.** UWF 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 UWF 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 UWF for any IC unlawful disclosure or failure of notification as required by FERPA.

### III. UWF Obligations

UWF and IC expressly acknowledge that nothing in this Agreement is intended to impair the authority of UWF 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. UWF agrees to cooperatively engage in maximizing the utilization of its LMS through the participation in this Agreement. In furtherance thereof, UWF agrees to provide the following services and obligations (collectively, the "UWF Obligations"):

- A. **Communication.** UWF shall provide IC with one primary point of contact for IC to communicate with on an ongoing basis with respect to UWF Obligations and this Agreement (the "POC"). 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 UWF's desire to use a Teaching Assistant provided by IC under this Agreement. No particular number of Programs is guaranteed over the course of this Agreement.
- B. **Academic Supervision.** UWF will have and exercise overall academic supervision of all Teaching Assistants engaged in the Programs. IC will immediately remove any Teaching Assistant upon receipt of written advice from the POC that UWF desires the removal of such Teaching Assistant at any time for any reason in the exercise of its sole discretion.
- C. **Granting of Credentials.** Within ten (10) business days, UWF Faculty will evaluate Teaching Assistant 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 Teaching Assistants. Under no circumstances will IC assign a Teaching Assistant in any live course without written pre-approval by UWF.

- D. **Transcripts.** Original graduate transcripts and a professional vita will be provided to UWF for each Teaching Assistant assigned to a UWF Program. If the Teaching Assistant is currently pursuing a graduate degree, IC will collect and forward an original transcript annually to reflect hours earned. Updated vitas should be submitted as appropriate. These documents will be on file in the office of the POC or an area designated by UWF.
- E. **Evaluation of Performance.** UWF Faculty will evaluate the performance of Teaching Assistants enrolled in the Programs in such manner as UWF shall deem appropriate, in the exercise of its sole discretion.
- F. **Curriculum and Academic Oversight.** UWF will review the curriculum with the Teaching Assistant chosen for each Program in accordance with its customary academic procedures with Teaching Assistants. UWF may require IC to make adjustments to its instructional support by Teaching Assistants to meet its academic standards prior to such adoption.
- G. **Student Information Systems.** UWF 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.
- H. **Accrediting.** IC will support UWF with complete and timely data sharing for accreditation purposes.

#### **IV. License Grants by UWF**

- A. UWF grants IC limited use of its name, logo, and trademark ("UWF Brands") to IC. IC will only use UWF Brands for presentation purposes and for insertion into its web site for promotional purposes, provided that UWF will be provided with written or electronic copy of the media into which the UWF Brands will be inserted at least ten (10) days prior to use and, if UWF believes use of the UWF Brand is inappropriate or misleading, IC will make any adjustment required by UWF prior to use.
- B. All rights not expressly granted to IC in this section are reserved to UWF.

#### **V. Term**

- A. The Term of this Agreement commences on the Effective Date and ends on the 4th anniversary of the Effective Date, unless terminated under Section V.B or Section X.
- B. Both Parties may mutually agree, at any time, in writing to terminate this Agreement.

#### **VI. Payment and Taxes**

- A. UWF 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. UWF and IC shall communicate on each Census Date and agree in writing on the official count of

- Student(s). The communication from UWF shall be in writing and shall be provided by UWF's POC.
- C. IC shall invoice UWF for the official count of Student(s) on the Census Date, and upon written agreement for the official count with UWF's POC.
  - D. UWF 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 UWF 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 a Teaching Assistant has commenced work, UWF 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 Teaching Assistant 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 Teaching Assistants.

## 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 UWF Intellectual Property.** UWF retains all ownership rights to any Intellectual Property owned by UWF 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. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State of Florida; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University beyond the waiver provided in §768.28, Florida Statutes. UWF 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, provided under the State of Florida Risk Management Trust Fund. UWF 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. UWF will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request.

- B. IC will indemnify and defend UWF 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 UWF 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, SPECTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

**IX. Warranties**

- A. Each Party Warrants, 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 UWF 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.)
- C. If IC uses any information provided to it by UWF hereunder in any manner that exceeds the permissions or licenses granted to IC herein, and fails to immediately cease within 30 days after provided written notification of such unpermitted use, UWF 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.** This Agreement, and all matters arising out of, or relating to, this Agreement, shall be governed by the laws of the State of Florida, United States of America.
- 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, 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  
1320 Spring Ridge Lane  
Flower Mound, TX 75028  
FAX: 1-888-318-0570  
robert.williams@iconnect-na.com

If to UWF:  
University of West Florida  
Attn: Dr. Karen Rasmussen, Director of Programs, Innovation Institute  
Address: 321 N. DeVilliers Street  
Pensacola, Florida 32501  
Phone: 850-474-2301  
krasmuss@uwf.edu

- 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 subject to Chapter 119, Florida Statutes, or Article I, Section 24(a) of the Florida Constitution ("Confidential Information"). 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. UWF 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.

INSTRUCTIONAL CONNECTIONS LLC

UNIVERSITY OF WEST FLORIDA

Signature:                     *Robert Williams*                    

Signature                     *George Ellenberg*                    

Name: Dr. Robert F. Williams

Name: Dr. George Ellenberg

Title: President

Title: Vice Provost

Date:                     5/26/2015                    

Date:                     5-18-15                    

APPROVED AS TO  
FORM AND LEGALITY  
*[Signature]*  
OFFICE OF THE  
GENERAL COUNSEL

Instructional Connections, LLC

**Addendum A –Pricing Schedule – 4 Year Contract**

**Undergraduate Courses**

5 Week Undergraduate	\$33/Student
6-7 Week Undergraduate	\$35/Student
8-9 Week Undergraduate	\$37/Student
10-14 Week Undergraduate	\$41/Student
15-16 Week Undergraduate	\$43/Student

**Graduate Courses**

5 Week Graduate	\$35/Student
6-7 Week Graduate	\$37/Student
8-9 Week Graduate	\$39/Student
10-16 Week Graduate	\$43/Student

**Doctoral Courses**

6-7 Week Doctoral	\$41/Student
8-9 Week Doctoral	\$43/Student
10-16 Week Doctoral	\$45/Student