

**ALBEMARLE COUNTY PUBLIC SCHOOLS EDUCATIONAL SPONSORSHIP AGREEMENT**  
**(MULTIPLE SCHOOLS/ DEPARTMENTS)**

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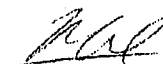
This Educational Sponsorship Agreement ("Agreement") is entered into by the Albemarle County School Board t/a the Albemarle County Public Schools ("ACPS") and Broadnet Teleservices, LLC ("Sponsor"), a Colorado corporation with its principal place of business at 1745 Shea Center Drive, Suite 320, Highlands Ranch, Colorado, 80129, for the purpose of establishing an educational sponsorship with ACPS pursuant to Albemarle County School Board policies.

**1. Purpose and Scope of Sponsorship.** ACPS and Broadnet seek to create a strategic partnership in which the Sponsor provides telephone forum services at no cost to ACPS in exchange for promotion of the Sponsor's services, all as described more fully in sections 3, 4, and 5 of this Agreement.

**2. Duration of Sponsorship.** The term of this Agreement will be one (1) year from the date by which both parties have executed this Agreement, with up to four (4) automatically renewable, one-year terms. Either party may terminate this Agreement at any time in accordance with Section 8 of this Agreement.

**3. Benefits Provided by Sponsor.** The Sponsor shall provide all of the benefit(s) to ACPS described below (the "benefits"):

- 3.1. Four 90 minute telephone conference call services ("telephone forums") delivered to a call list of up to 30,000 households, for no charge, to be scheduled at times selected by ACPS.
- 3.2. For each of the four telephone forums, the following services shall be provided:
  - 3.2.1. One 60-second, promotional robo-call scheduled in advance of each telephone forum for the purpose of advertising the telephone forum.
  - 3.2.2. Answering machine and live answer recordings for outbound calls of up to 60 seconds each.
  - 3.2.3. Real-time polling questions during the telephone forum.
  - 3.2.4. Ability to leave voicemail messages for callers in the queue who did not go live in the event.
  - 3.2.5. Audio recording of each full telephone forum.
  - 3.2.6. Report of event statistics provided to ACPS within 24 hours of the forum.
- 3.3. Sponsor shall also:
  - 3.3.1. Merge and scrub data from household, employee and parent lists and de-duplicate on unique phone numbers prior to each telephone forum.



- 3.3.2. Report and screen out bad numbers due to operator intercepts, fax machines, etc.
- 3.3.3. Maintain a "do not call list" of residents who have opted out of receiving telephone forum calls during the term of this Agreement and provide that list to ACPS, free of charge, at the termination of this Agreement.

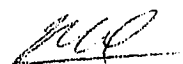
**4. Rights of Sponsor.** During the term of this Agreement, ACPS grants to Sponsor the exclusive right to provide telephone forum services for ACPS and further agrees, in accordance with other provisions of this Agreement, to the following:

- 4.1. Sponsor shall be entitled to name ACPS as a customer and state that Sponsor is ACPS's "vendor of choice" or "exclusive vendor" for telephone forums, or use wording comparable to the foregoing.
- 4.2. Sponsor shall be entitled to use ACPS-approved quotations concerning the Sponsor's services in its advertising and promotional materials.

**5. Duties of ACPS.** During the term of this Agreement, ACPS shall:

- 5.1. Identify the Sponsor as its exclusive provider of telephone forum services when contacted by any entity or individual and when requested to do so by the Sponsor for the purpose of Sponsor advertisement.
- 5.2. Refer any inquiries it receives for telephone forum vendors to the Sponsor.
- 5.3. If asked, provide information about the quality of Sponsor's services and staff with the intent to provide positive publicity for the Sponsor. If ACPS staff cannot provide positive information concerning the Sponsor due to Sponsor's contractual performance, ACPS shall immediately notify Sponsor about the concerns or problems resulting in such inability.
- 5.4. ACPS agrees to describe Sponsor's technologies as branded and provided for by Sponsor (Broadnet, TeleForum, etc.) and to specifically not use the term "Tele-town Hall".
- 5.5. At its judgment and discretion, engage in additional promotion of Sponsor's services to the extent that it does not conflict with other provisions of this Agreement.

**6. Rights Retained by ACPS.** ACPS reserves the right to act in the best interests of its students and staff notwithstanding any provision in this Agreement to the contrary. By entering into this Agreement ACPS does not cede, but specifically reserves, all control and



authority over the Albemarle County Public Schools and ACPS property. In addition, ACPS retains the exclusive right to authorize the use of its name, logo, or other similar information and the right to preapprove any publicity materials that the Sponsor may seek to disseminate using quotations from ACPS.

## **7. Protections for Students and Staff.**

Sponsor represents that neither its corporate entity nor any officer of the Sponsor has any familial or business relationship with any student of the School, School Board member or employee, or the Superintendent.

7.1. Sponsor also agrees to the following:

- a) To obtain the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the Sponsor.
- b) Not to exploit any student or School Board employee in the course of performing this Agreement.
- c) To refrain from collecting any personal information, including names, addresses or telephone numbers of students or School Board employees, in the course of performing this Agreement except as expressly authorized by this Agreement.
- d) Participation by any School Board employee in any activity established pursuant to the Agreement will be purely voluntary.

## **8. Termination.**

8.1. Termination by ACPS. ACPS may immediately terminate this Agreement without penalty, upon providing written notice to Sponsor, if it determines that: (i) the Agreement is having, or is reasonably likely to cause, an adverse impact on the educational experience of students, or (ii) the performance of this Agreement would adversely impact the school division's operational or instructional functions. In the event that ACPS determines that the Agreement has had an adverse impact on student experience, no further agreement shall be entered into between the parties unless and until Sponsor demonstrates that a further agreement would not likely create such an adverse impact.

Without limiting the kinds of conduct that could lead to termination under this Section, the parties agree that this Agreement may be terminated in the event that Sponsor publicly engages in any of the following activities:

- a) Promotion of hostility or violence;
- b) Attacking ethnic, racial, or religious groups;
- c) Discrimination prohibited by any law or School Board policy;
- d) Promotion of the use of drugs, alcohol, tobacco, or firearms;
- e) Promotion of sexual, obscene, or pornographic activities; or
- f) Promotion of any image that is not in keeping with the established goals

and purposes of the School Board.

8.1.1. ACPS may terminate this Agreement for any reason other than those listed above by providing thirty (30) days' written notice to Sponsor.

8.2. Termination by Sponsor. Sponsor may terminate this Agreement for any reason by providing thirty (30) days' written notice to ACPS.

9. Limitation of Liability. THE PARTIES AGREE THAT NEITHER ACPS, THE ALBEMARLE COUNTY SCHOOL BOARD, NOR ANY OF ITS EMPLOYEES SHALL BE RESPONSIBLE TO THE SPONSOR FOR: LOSS OR DAMAGE TO ANY PROPERTY OF THE SPONSOR PROVIDED IN THE PERFORMANCE OF THIS AGREEMENT; ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT; OR ANY PERSONAL INJURY OR DEATH CAUSED BY ANY ACTION OR INACTION OF THE SPONSOR OR ITS EMPLOYEES AND AGENTS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Insurance. Sponsor shall: (a) during the performance of this Agreement, keep in force an insurance policy for general liability in the amount of at least one million dollars (\$1,000,000) that covers personal injury and death, bodily injury, and property damage; and (b) upon request, furnish a certificate of insurance or other valid documentation showing the Albemarle County School Board as an additional insured on this policy.

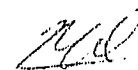
11. Governing Law and Forum. The parties agree that the laws of the Commonwealth of Virginia, without respect to choice of law principles, shall apply to this Agreement, and that any legal or equitable action that may be filed with respect to this Agreement shall be done in the Circuit Court of Albemarle County.

12. No Employment Created. Nothing in this Agreement shall be deemed to create an employer-employee relationship between Sponsor (including its employees) and ACPS for any purpose, including, but not limited to, taxation, workers' compensation and any other benefits.

13. Compliance With Laws. This Agreement shall be performed in compliance with all applicable federal and state laws, local ordinances and School Board policies and regulations. Sponsor further agrees that during the performance of this Agreement it shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14. Entire Agreement; Modification of Agreement. This Agreement constitutes the entire and sole agreement between the parties with respect to the provision of the Benefits and supersedes any prior agreement that may have existed on this subject. This Agreement cannot be modified except by express written agreement signed by authorized representatives of both parties.

15. Notices Under Agreement. All notices required to be provided under this Agreement shall be made to the following individuals:



To ACPS:

Dr. W. Bruce Benson, Assistant Superintendent  
Albemarle County Public Schools  
401 McIntire Rd.  
Charlottesville, VA 22902

To Sponsor:

Michael Davis  
Broadnet  
1745 Shea Center Drive, Suite 320  
Highlands Ranch, CO 80129

**ALBEMARLE COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

5/14/09

Approved as to Form:

By: \_\_\_\_\_

School Board Attorney

**BROADNET**

By: \_\_\_\_\_

Michael Davis - EVP

Date: \_\_\_\_\_

5/12/09