



LETTER AGREEMENT

THIS LETTER AGREEMENT ("Agreement") is made as of _____, 20____, by and between HORIZONS EDUCATION PROGRAMS, with office address at 13720 Thorngate Road, Suite 104, Midlothian, Virginia 23113, and _____ High School ("School"), a public instrumentality of _____ (location) and located at _____.

1. Term of Agreement. This Agreement is for a one-year term and shall commence on the date of signature by the School and will automatically renew annually over five years, unless otherwise shortened or extended by mutual agreement of the parties.

2. Services. Horizons Education Programs shall provide services and materials necessary to implement its Scholastic Assessment Test (SAT) Improvement Program to the School's 11th and 12th grade classes, said course being designed to complement the School's curriculum, and with said course to be taught by the School's teachers at the School in the Spring and Fall – dates and times to be mutually agreed by both parties.

3. Horizons' Undertaking. Horizons Education Programs agrees to provide the following services:

- a. **Before class begins:**
 - Liaise with school to coordinate dates, times, and classroom assignments for each class schedule.
 - Provide DVD training and Instruction materials to teachers. Instructor Manuals contain complete lesson plans and teaching instructions to cover the whole course, including answers and solutions for all classroom and homework exercises.
 - Post class schedules on Horizons website. Provide opportunity for students to register for classes online.
 - Monitor and process registrations and tuition payments. Provide updates on current registration totals. Plan for additional classes, if needed.
 - In cooperation with school, manage customer issues, cancellations, etc.
 - Provide timely reminders, along with suggested texts, for flyer distribution, mailers, announcements, etc.
 - Provide class roster to instructors.

- b. **After completion of class:**
 - Provide class results to Principal and other key administrators.
 - Manage rebate process after completion of class. Eligibility for rebate would be determined from completed class roster. Rebate checks printed and mailed from Horizons.
 - Issue check payable to your school to equate to total amount of rebate checks paid.

4. The School's Undertaking. The School agrees to:

- a. Follow and implement Horizons' marketing plan in preparation for each class.
- b. Purchase required number of Student Manuals deemed necessary to provide to students.
- c. Assign appropriate instructors to teach class.
- d. Provide adequate meeting space for students and teachers for presentation and teaching of the SAT Program.

5. Payment of Tuition to Horizons Education Programs. It is agreed that the School shall pay Horizons Education Programs, on or before September 1, 2008, a tuition of \$_____, (based on total student population) it being agreed that Horizons Education Services shall invoice the School for any additional amounts as mutually agreed.

6. Other Incidents of the Agreement. Intending to be bound hereby, the parties desire to state and affirm other incidents made a part of this Agreement, as follows.

- a. Good Faith, Cooperation, and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- b. Statement of Understanding. The parties declare that the terms and conditions of this Agreement have been completely read and are fully understood and voluntarily accepted by them for the purposes set forth herein.
- c. Notices. Notices shall be deemed to have been given three (3) days after being deposited in the United States mail, certified or registered, return receipt requested, to the parties at the addresses stated above, or at such other address as they shall from time to time, in writing, designate to the other.

- d. Partial Invalidity; Waivers. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining portions of same, which remaining portions shall remain in full force and effect, and this Agreement shall be construed and enforced in the same manner as if such invalid provisions had been deleted in the first instance. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, Agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, Agreement, or understanding at a future time.

- e. Titles and Captions; Pronouns and Plurals. All number, letter, and paragraph titles or captions contained in this Agreement are for convenience and reference, only, and shall not be used in interpreting, construing or enforcing any provision of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

- f. Binding Effect; Governing Law. This Agreement shall be binding upon, and inure to the benefit of, the respective parties hereto and their heirs, personal representatives, successors and assigns. The terms and provisions of this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

- g. Entire Agreement; Amendments; Counterparts. This Agreement represents the entire and complete understanding of the parties relative to the topic hereof; no prior written documents or oral statements shall affect or alter any of the terms hereof; and this Agreement may not be altered, modified, or amended except in writing signed by all the parties hereto. This Agreement shall be executed in two duplicate originals, one for each party, each of which shall be deemed an original and all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Horizons Education Programs,
a Virginia non-stock corporation

(Horizons Education Programs)

Date: _____

By: _____
(Charles R. Sweeney, Jr.)
Its: President/CEO

_____ High School
(School)

Date: _____

By: _____
(
Its: Principal