

PARTNERSHIP FOR LOS ANGELES SCHOOLS SERVICES AGREEMENT

This Agreement (“Agreement”) is made effective as of August 1, 2016 by and between **The Partnership for Los Angeles Schools** at 1541 Wilshire Blvd. Suite 200, Los Angeles, CA 90017, and **Magnolia Public Schools** at 250 E. 1st St, Suite 1500 Los Angeles, CA 90012.

In this Agreement, the party who is contracting to receive services shall be referred to as "CLIENT ORGANIZATION" and the party who will be providing the services shall be referred to as "THE PARTNERSHIP".

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. THE PARTNERSHIP is a non-profit education management organization created to transform schools and revolutionize school systems to empower all students with a high-quality education. In furtherance of this mission, the Partnership provides consulting services centered around family and community engagement programming, which include family and community engagement workshops and professional development of school leaders (“family and community engagement services”). THE PARTNERSHIP has obtained all the necessary technical staff and equipment, and is experienced in the provision of family and community engagement services. CLIENT ORGANIZATION desires to utilize THE PARTNERSHIP as an independent contractor under the management and control of THE PARTNERSHIP’s Director of Family and Community Engagement, and subject to the terms and conditions set forth in this Agreement for the purpose of providing family and community organization services to CLIENT ORGANIZATION. THE PARTNERSHIP agrees to provide the services attached hereto as Exhibit A, including a family and community engagement consultant to: (a) provide two (2) six-hour days of training for a Parent College Site Coordinator to design and implement a Parent College Program for CLIENT ORGANIZATION; (b) provide three (3) six-hour days of training for up to 11 (eleven) Parent College Teachers for CLIENT ORGANIZATION’s Parent College program; (c) provide six (6) consultation sessions (up to six hours each) with Parent College Site Coordinator for CLIENT ORGANIZATION’s Parent College program, (d) provide four sessions of professional development for school leaders from CLIENT ORGANIZATION’s participating schools, (e) provide access to Parent College curriculum; and (f) provide templates for fliers and other marketing materials for CLIENT ORGANIZATION’s Parent College program, (g) utilization of THE PARTNERSHIP’s call center to conduct outreach on behalf of CLIENT ORGANIZATION to publicize parent college program and invite parents.

2. OBLIGATIONS OF CLIENT ORGANIZATION

a. CLIENT ORGANIZATION shall provide a Parent College Site Coordinator who is a school-site or district administrator in CLIENT ORGANIZATION and can serve as liaison for THE PARTNERSHIP’s family and community engagement consultant.

b. CLIENT ORGANIZATION shall be solely responsible for assuring and monitoring the proper implementation of CLIENT ORGANIZATION's Parent College program.

3. PAYMENT. In consideration of Services, CLIENT ORGANIZATION shall pay THE PARTNERSHIP forty-nine thousand five hundred twenty-five dollars (\$49,525) in three (3) equal installments of sixteen thousand five hundred eight dollars (\$16,508) due on January 2, 2017, March 1, 2017, and May 1, 2017 for the Services performed by THE PARTNERSHIP outlined in Exhibit A. An invoice will be submitted to CLIENT ORGANIZATION three weeks in advance of each due date.

4. EXPENSES. CLIENT ORGANIZATION shall reimburse THE PARTNERSHIP for all reasonable out-of-pocket expenses incurred in response to a request by CLIENT ORGANIZATION for THE PARTNERSHIP. Reimbursement shall be made directly to THE PARTNERSHIP within 30 days of receipt, review and approval by CLIENT ORGANIZATION of a request from THE PARTNERSHIP for reimbursement, which request shall include receipts.

5. ADDITIONAL PAYMENTS. Any request by THE PARTNERSHIP for additional payment as reimbursement for pass-through costs, above and beyond payment for Services and the out-of-pocket expenses, shall be considered by CLIENT ORGANIZATION upon presentation to CLIENT ORGANIZATION of a purchase order, including an itemized list describing the requested reimbursable costs to be incurred by THE PARTNERSHIP in relation to this Agreement.

6. RECORD RETENTION. THE PARTNERSHIP shall maintain true and correct records for time spent fulfilling obligations under this Agreement and all transactions related thereto. THE PARTNERSHIP shall retain all such records for at least twelve (12) months after termination of this Agreement.

7. TERM/TERMINATION. This Agreement is for a term commencing August 2016 and ending June 30, 2017. Either party may also terminate this Agreement for any reason upon not less than 30 days prior written notice delivered to the other. In the event of termination by either party, all monies due will be payable as set forth herein.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that THE PARTNERSHIP is an independent contractor with respect to CLIENT ORGANIZATION, and not an employee of CLIENT ORGANIZATION. CLIENT ORGANIZATION will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of THE PARTNERSHIP.

9. DISCLOSURE. THE PARTNERSHIP is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of CLIENT ORGANIZATION. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- any activity that THE PARTNERSHIP may be involved with on behalf of CLIENT ORGANIZATION

10. EMPLOYEES. THE PARTNERSHIP's employees or subcontractors, if any, who perform services for CLIENT ORGANIZATION under this Agreement shall also be bound by the provisions of this Agreement. At the request of CLIENT ORGANIZATION, THE PARTNERSHIP shall provide adequate evidence that such persons are THE PARTNERSHIP's employees or subcontractors.

11. ASSIGNMENT. THE PARTNERSHIP's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CLIENT ORGANIZATION.

12. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, trademarks, service marks, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"). THE PARTNERSHIP retains all current and future intellectual property rights related to The Partnership's Intellectual Property, including, without limitation, the logo, name, and curriculum for Parent College. CLIENT ORGANIZATION may not license, provide, or otherwise use any intellectual property provided or owned by THE PARTNERSHIP without the express written consent of THE PARTNERSHIP.

12.1 License Grant. Subject to the terms and conditions of this Agreement, THE PARTNERSHIP hereby grants to CLIENT ORGANIZATION during the term of the Agreement, a non-exclusive, non-transferable, non-sublicenseable license to use the trademark and logo for Parent College as set forth in Exhibit B, ("Mark") solely in connection with the Services set forth in Exhibit A.

12.2 Use of Mark. CLIENT ORGANIZATION shall comply strictly with the directions of THE PARTNERSHIP regarding the form and manner of the application of the Mark.

12.3 Quality Control. CLIENT ORGANIZATION acknowledges and is familiar with the high standards, quality, style and image of THE PARTNERSHIP, and CLIENT ORGANIZATION shall, at all times, conduct its business and use the Mark in a manner consistent with these standards, quality, style and image. CLIENT ORGANIZATION agrees that the Mark shall be displayed only in the manner provided by THE PARTNERSHIP. All use of the Mark should be consistent with the use set forth in Exhibit B, attached hereto.

13. CONFIDENTIALITY. CLIENT ORGANIZATION recognizes that THE PARTNERSHIP may have access to the following information:

- future plans
- business affairs
- process information
- technical information
- parent contact information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of CLIENT ORGANIZATION or confidential to third parties and need to be protected from improper disclosure. In consideration for the disclosure of the Information, THE PARTNERSHIP agrees that THE PARTNERSHIP will not at any time or in any manner, either directly or indirectly, use any Information for THE PARTNERSHIP's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CLIENT ORGANIZATION. THE PARTNERSHIP will protect the Information and treat it as strictly confidential. THE PARTNERSHIP agrees that THE PARTNERSHIP is bound by all policies and/or procedures related to confidentiality of student, personnel or other private, confidential or privileged information of Magnolia Public Schools.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. USE OF NAME. CLIENT ORGANIZATION grants THE PARTNERSHIP approval to disclose CLIENT ORGANIZATION in THE PARTNERSHIP's list of clients, including future proposals, website, and informational material.

16. INDEMNIFICATION. THE PARTNERSHIP agrees to indemnify and hold harmless CLIENT ORGANIZATION against any claims, actions or demands, including without limitation reasonable attorney and accounting fees, arising out of or relating to the breach of this Agreement or of the warranties contained in this Agreement. CLIENT ORGANIZATION shall provide prompt written notice to THE PARTNERSHIP of any such claim, suit or proceeding and shall assist THE PARTNERSHIP, at THE PARTNERSHIP's expense, in defending any such claim, suit or proceeding.

THE PARTNERSHIP agrees to indemnify and hold CLIENT ORGANIZATION and any officers, Board Members, or other employees thereof harmless against any and all claims, demands, damages, liabilities and costs incurred by CLIENT ORGANIZATION which directly or indirectly result from, or arise in connection with, any negligent act or omission of THE PARTNERSHIP, its agents, or employees, pertaining to its activities and obligations under this Agreement.

CLIENT ORGANIZATION shall indemnify and hold THE PARTNERSHIP and any officers, Board Members, or other employees thereof harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of CLIENT ORGANIZATION, its agents, or employees, pertaining to its activities and obligations under this Agreement.

17. INSURANCE. THE PARTNERSHIP shall obtain and maintain a broad form commercial general liability insurance policy providing for coverage of at least \$1,000,000.00 for each occurrence, and upon request shall provide CLIENT ORGANIZATION with proof of this insurance with evidence that CLIENT ORGANIZATION has been made an additional insured under the policy.

THE PARTNERSHIP shall also obtain and maintain a professional liability insurance policy for errors and/or omissions committed by THE PARTNERSHIP or THE PARTNERSHIP's employees providing for coverage of at least \$1,000,000.00 for each occurrence, and shall provide CLIENT ORGANIZATION with proof of this insurance upon request.

18. RETURN OF RECORDS. Upon termination of this Agreement, THE PARTNERSHIP shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in THE PARTNERSHIP's possession or under THE PARTNERSHIP's control and that are CLIENT ORGANIZATION' property or relate to CLIENT ORGANIZATION' business.

19. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for CLIENT ORGANIZATION:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____

IF for THE PARTNERSHIP:

THE PARTNERSHIP FOR LOS ANGELES SCHOOLS
Mikelle Willis
Chief Strategy & Operating Officer
1541 Wilshire Blvd., Ste. 200
Los Angeles, CA 90017

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

20. DISPUTE RESOLUTION. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 20.

Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers (or equivalent position) of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – THE PARTNERSHIP and CLIENT ORGANIZATION will submit the Dispute to non-binding mediation in Los Angeles. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d)

below. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law, will govern the arbitrability of all disputes.

Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.

Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. THE PARTNERSHIP and CLIENT ORGANIZATION will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. THE PARTNERSHIP and CLIENT ORGANIZATION will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.

Limitation on Actions. Any dispute CLIENT ORGANIZATION may have against THE PARTNERSHIP with respect to this Agreement must be brought within two years after the cause of action arises.

21. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

22. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

23. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

ACKNOWLEDGED, ACCEPTED AND AGREED TO BY:

Party receiving Services:

CLIENT ORGANIZATION

By: _____ Date: _____
Alfredo Rubalcava,
Chief External Officer

Party providing Services:

THE PARTNERSHIP

By: _____ Date: _____
Mikelle Willis,
Chief Strategy and Operations Office



Exhibit A: Services

All services are intended to build capacity in Magnolia Public Schools to develop a sustained program that can be operated without support from Partnership staff after the fourth year of consulting.



Year	Total Investment	Training and Consulting Services			Curriculum		Licensing and Marketing	
		Consulting Services *	Site Coordinator Training**	Teacher Training***	Curriculum Fee	Site-Specific Parent College "Collateral"	Licensing Fee	Call Center
Year 1		\$14,175 (6 days) 3 hubs = 6 days (each) 2 hubs = 4 days (each)	\$4,000 (2 days)* All coordinators must agree to meet at 1 location	\$6,000 (2 days)*All teachers must agree to meet at 1 location	\$10,000	\$5,000	No Charge	\$10,350
Total	\$49,525	\$14,175	\$4,000	\$6,000	\$10,000	\$5,000	No Charge	10,350

Amounts above reflect the following base assumptions:

- Consulting Services, held side-by-side, are intended for partner’s site coordinators, but may include school administrators with direct reporting authority, and/or district FACE personnel. To retain the integrity of the training and allow for differentiated support, the Partnership may limit the number of personnel receiving Consulting Services.
- Site Coordinator Training assumes one Site Coordinator per partner site and one Substitute Site Coordinator.
- Teacher Training assumes one Teacher per projected 40 Parent College participants, up to 11 Teachers per partner site.

Additional days of Training and Consulting Services may be provided at the following rates:

- Consulting Services: \$525/day for Year 1, \$600/day for Years 2 and 3, and \$900/day for subsequent years
- Site Coordinator Training: \$2,000/day, \$1,600/day for subsequent years
- Teacher Training: \$3,000/day for Year 1, 2,000/day for Year 2, \$1,600/day for subsequent years