

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Academy for Urban School Leadership (hereinafter "Contractor"), with its principal place of business at 3400 N Austin; Chicago, IL 60634.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor will provide consultation and training designed to support the development of a teacher residency program to help ensure there is a high quality teacher in front of every JCPS student. Professional Services Contract Attachment for the scope of work form is attached. Dates and locations of the training sessions will be coordinated by the Contractor and Director of Teacher Residency.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$125,000
Progress Payments (if not applicable, insert N/A):	Within 30 days of approved invoice for services
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Funds

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on December 11, 2019 and shall complete the Services no later than December 1, 2020, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. ~~If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost.~~ The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. OK KCB

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of December 11, 2019.

Contractor's Social Security Number or Federal Tax ID Number: 36-4447457

JEFFERSON COUNTY BOARD OF
EDUCATION

Academy for Urban School Leadership
CONTRACTOR

By: _____

By: Scott Macdonald

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Scott Macdonald
Managing Director

Cabinet Member: John D. Marshall, Ed.D

JDM
(Initials)

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Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: The Academy for Urban School Leadership is the only company able to provide this consultation.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: _____

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

John D. Marshall, Ed.D.

Print name of person making Determination

Diversity, Equity, and Poverty Division
School or Department


Signature of person making Determination

11/12/19

Date

Academy for Urban School Leadership
Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



AUSL Advisory Services Statement of Work: *JCPS Teacher Talent Cultivation:*

Who We Are - Academy for Urban School Leadership and the Chicago Teacher Residency:

AUSL is a school management organization that works tirelessly to deliver on the promise that all students have access to an excellent education, right in their own neighborhoods.

Academy for Urban School Leadership (AUSL) was initially founded in 2001 to transform education in high need schools through a groundbreaking approach to teacher preparation brought to life through the Chicago Teacher Residency (CTR). The CTR prepares diverse, mission-driven teacher candidates, committed to teaching in urban schools using an innovative approach characterized by an intense, full-year apprenticeship with a high quality mentor teacher. The program is based in neighborhood school, training academies, managed by AUSL. During the program, residents take Master's level coursework, earn a degree from a university partner, and become eligible for an educator license. Upon completion of the program, graduates of the CTR become part of a powerfully pipeline of specially trained teachers prepared to dramatically improve chronically underperforming schools. Since 2001, the CTR has graduated over 1,000 teacher many of whom have gone on to become leaders AUSL's network of schools.

In addition to managing the CTR, AUSL manages the largest network of public schools in the country and is one of the nation's leading models for improving chronically underperforming urban schools. AUSL currently manages 31 schools (26 pre-K-8 elementary and 5 high schools) in Chicago, serving more than 16,000 students. Annual AUSL student growth on Illinois state tests and national benchmark tests continues to outpace district averages.

The third arm of AUSL's organization is Advisory Services. Our Advisory team partners with districts across the country who are committed to unlocking the potential of every student, regardless of color, income, or zipcode.

Project Overview

In keeping with Jefferson County Public School's desire to transform educational outcomes for students, AUSL proposes a custom engagement designed to support the development of a teacher residency program to help ensure there is a high quality teacher in front of every JCPS student. The engagement is subject to revision based on input and the specific needs of the district leadership team.

AUSL Advisory Services will support JCPS leadership to:

1. Establish a **JCPS teacher residency program** in partnership with University of Louisville with an **unwavering focus on social justice and equitable outcomes for educationally disadvantaged students**. Through successful completion of coursework at U of L, residents will receive certification and a Master of Arts in Teaching. In exchange, residents will commit to



working for at least 4 years in a JCPS school. AUSL Advisory Services will work with JCPS district leadership and school leaders to select a group of mentor teachers at training academy schools which will serve as the training ground for residents. **School year 2019-20 will be dedicated to developing the residency program and recruiting the first class of residents.**

Key Deliverables and Activities for JCPS Residency Program Development (SY19-20):

The following work will take place starting in October 2019 through August 2020. A detailed project plan will be developed and socialized at the onset of the project. In addition to the roles proposed above, AUSL Advisory Services will provide a dedicated residency program manager to manage the overall effort. JCPS will make resources available across teams throughout the effort in addition to assigning two individuals to own key workstreams outlined in the table below.

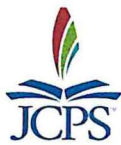
Deliverables	Key Activities	JCPS, University Partner, and AUSL Advisory Resources Proposed (Subject to Refinement)
Residency program development	<ul style="list-style-type: none">• Development of residency curriculum / scope and sequence informed heavily by AUSL's residency implementation experience, national best practices, and specific JCPS needs• Development of associated professional learning content• Collaboration with the University of Louisville on coherently aligned MAT program	JCPS Residency Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, Selected University Partner Resources, AUSL Chicago Teacher Residency Program Subject Matter Experts including National Louis University faculty
Resident recruitment plan and implementation	<ul style="list-style-type: none">• Development of diverse resident recruitment strategy• Support with program branding and communication• Support with residency application development• Training and support with resident selection (goal of 16 residents for first residency cohort)	JCPS Residency Recruitment Owner, JCPS HR, JCPS Legal, AUSL Chicago Teacher Residency Recruitment Subject Matter Experts
Training campus selection and readiness	<ul style="list-style-type: none">• Definition of criteria for training campus selection• School visits, data analysis, and interviews to select training campuses• Training campus school leader visit to selected AUSL schools in Chicago to observe dual campus mission in practice	JCPS Chief of Schools, JCPS Residency Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, AUSL Teaching & Learning Subject Matter Experts



Mentor recruitment and training	<ul style="list-style-type: none"> Definition of mentor selection criteria Support with classroom visits, data analysis, and interviews to select mentors Mentor visit to selected AUSL schools in Chicago to observe strong mentor practices 	JCPS Program Owner, JCPS Curriculum & Instruction, JCPS Assistant Superintendents, AUSL Teaching & Learning Subject Matter Experts
Resident Orientation	<ul style="list-style-type: none"> Support with planning and content development for Resident Orientation Facilitation support with Resident Orientation 	JCPS Program Owner, JCPS Curriculum & Instruction, JCPS Teacher Mentors, AUSL Chicago Teacher Residency Program Subject Matter Experts
Plan for ongoing financial sustainability	<ul style="list-style-type: none"> Work with JCPS Finance / Federal Programs department to understand current spending in Title I, Title II and other funds used for teacher recruitment and professional development Support Finance / Federal Programs in developing model / plan for full, in-district funding of the BISD residency program (If applicable) Determine residency program performance measures to support future “fee-for-service” district funding approach 	JCPS Program Owner, JCPS Finance / Federal Programs Department, AUSL Project Management

3-Year Residency High-Level Estimated Cost Roadmap (subject to refinement)

Residency Key Component	Year 0 (SY19-20)	Year 1 (SY20-21)	Year 2 (SY21-22)	Year 3 (SY22-23)
Projected number of residents	-	Still need to determine the number of residents per year	Still need to determine the number of residents per year	Still need to determine the number of residents per year
Resident stipends (\$30,000/ per resident)	\$0	\$30,000 x the number of projected Residents	\$30,000 x the number of projected Residents	\$30,000 x the number of projected Residents
Mentor Teacher Stipend cost *	Still need to determine the	Still need to determine the	Still need to determine the	Still need to determine the



	mentor teacher stipend	mentor teacher stipend	mentor teacher stipend	mentor teacher stipend
AUSL Advisory Services Support Cost***	\$125,000	\$125,000	\$125,000	\$125,000

*~2 residents per mentor teacher.

**AUSL Advisory Services fees to be negotiated on a year-to-year basis. This statement of work applies to the \$125,000 in AUSL Advisory Services Support costs for Year 0.

AUSL Advisory Services Project Fees

AUSL Advisory will perform the work outlined above on a fixed fee basis for \$125,000/year for 4 years for the JCPS Residency Program Development project. A detailed scope of work for Year 1 will be submitted prior to the conclusion of Year 0. All fees are inclusive of AUSL Advisory Services travel and expenses. Fees will be billed on a monthly basis in equal installments.

As part of the initial stage of each project, AUSL Advisory Services will present a detailed project plan that articulates milestones, underlying activities, and detailed roles and responsibilities to help ensure successful execution of the work articulated above. We look forward to the beginning of our strategic partnership in support of ensuring that all JCPS students have the opportunity to unlock their full potential.

Sincerely,

CJ Rodgers
Director of Client Engagement, AUSL Advisory Services



ACADEMY FOR URBAN SCHOOL LEADERSHIP
AUSL and Jefferson County Public Schools AGREEMENT

Dated as of: September 12, 2019

Services to be Performed For:

Jefferson County Public Schools

Attention: Sylena Fishback and Devon Horton

Email: sylena.fishback@jefferson.kyschools.us and Devon.horton@jefferson.kyschools.us

Address:

3332 Newburg Rd

Louisville, KY, 40218

Phone Number: (502) 485-7967

Services to be Performed By:

Academy for Urban School Leadership ("AUSL")

3400 N. Austin

Chicago, IL 60634

773.534.0129

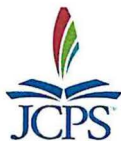
Attention: CJ Rodgers

1. Engagement.

(a) This Master Vendor Agreement (together with all exhibits, schedules and addenda entered into by the parties hereto, the "Agreement") is entered into as of the Effective Date by and between AUSL and Client. AUSL and Client may be referred to individually as a "Party" or collectively as the "Parties". This Agreement sets forth the standard terms and conditions whereby AUSL shall provide the services (the "Services"), in each case as negotiated between AUSL and the Client and set forth in the purchase order(s), statement(s) of work and/or scope(s) of work (each, a "SOW") issued under this Agreement and attached hereto as an addendum, each of which are hereby incorporated herein. Any changes to these standard terms and conditions must be submitted in writing and executed by both Parties.

(b) AUSL will issue a SOW to Client at such times AUSL provides specific Services to Client. Each SOW will set forth, as applicable, the description of the Services and the pricing and payment terms, the performance period, the scope, and any other matters as agreed to by the Parties with respect to the Services. AUSL shall not provide any Services without a corresponding SOW provided by an authorized AUSL representative. AUSL shall not provide any services without client's prior written acceptance of said SOW.

(c) This Agreement and the applicable SOW(s) constitutes AUSL's offer, and Client's acceptance is limited to the acceptance of the express terms and conditions stated herein. If Client has made a prior written offer, AUSL's acceptance of such offer is expressly conditioned on Client's assent to all of the additional or different terms and conditions stated herein which will take precedence over Client's terms. Client's acceptance of AUSL's offer will be evidenced by the execution of this Agreement by a Board authorized representative. Each SOW shall be subject to all of the terms and conditions of this Agreement



and shall be deemed a part of this Agreement. If the terms of any SOW conflict with this agreement, the terms of this Agreement shall govern.

(d) Client reserves the right, at any time prior to the completion of the Services, to request changes to the SOW upon giving 30 days advance written notice to AUSL. If any such change results in changes to the delivery time, time of performance or the costs of the Services, AUSL shall promptly notify Client and the Parties will negotiate an equitable adjustment to the affected SOW to accommodate such changes. Any such changes must be authorized in writing in advance by both parties.

(e) In the event of a request for a change in Services, Client agrees to pay for all Services performed through the effective date of the agreed upon change and in accordance of the payment terms of this Agreement, in addition to the Services and pricing determined and agreed to in writing in the revised SOW.

2. Term.

(a) This Agreement shall commence on the execution date of this contract October 2019 and, unless earlier terminated as provided herein, canceled or extended, shall continue until June 30, 2023 (such period, the "Term").

(b) Notwithstanding any termination of the Agreement, unless otherwise agreed to by the parties hereto, any SOW which by its terms extends beyond the termination of this Agreement shall survive for the term of such SOW under the terms and conditions contained herein as if the Agreement was still in full force and effect.

3. Pricing; Payment.

(a) The Services shall be provided according to the prices terms set forth in the applicable SOW. Client shall provide an approved purchase order for the Services and at the price in accordance with the SOW and in compliance with the applicable Client procurement policies. AUSL shall promptly deliver invoices to Client for the Services provided by AUSL. Payment shall be made to AUSL within thirty (30) days from receipt of such invoice (unless otherwise provided in the applicable SOW).

(b) In the event of a payment dispute AUSL shall at its option, continue to perform under this Agreement, provided that Client shall continue to pay all undisputed amounts hereunder as they become due. AUSL shall maintain all accounting records related to this Agreement and the Services for a period of one (1) year from the date of expiration or termination of the applicable SOW.

4. Subcontractors.

AUSL shall not subcontract nor permit any portion of Provider's obligations hereunder without the prior written consent of Client. In the event Client consents to AUSL's use of any subcontractor, such consent shall not relieve AUSL of its obligations under this Agreement. AUSL shall cause any such subcontractor (including any such subcontractor's employees, officers, agents or subcontractors) to agree, in writing, to comply with the terms and conditions set forth in this Agreement before such subcontractor commences any work related to the Services.



5. Representations and Warranties; Remedies.

(a) AUSL represents that: (i) AUSL is familiar with Client's objectives, (ii) AUSL is legally authorized to enter into this Agreement and any SOW hereunder and to perform Client's obligations hereunder and thereunder, (iii) to the extent AUSL provides any Services hereunder, AUSL possesses the expertise and resources necessary to perform the Services, and (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of AUSL.

(b) With respect to any Services provided hereunder, AUSL warrants that the Services and any corrective action provided by AUSL and/or its subcontractors shall be performed by qualified and competent personnel and shall conform to any specifications set forth in the applicable SOW and the standards and quality generally recognized throughout the industry in which Provider conducts his, her or its business. AUSL MAKES NO REPRESENTATION, AND DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(c) Client represents it has followed Federal, State and Local applicable procurement policies including, but not limited to approval requirements necessary in order to enter into this agreement; and none of the policies, including approval requirements, prohibit Client from fulfilling the Client obligations under this Agreement, including, but not limited to providing payment for services rendered within the payment terms.

6. Indemnification.

(a) To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless AUSL, its affiliates, directors, officers, directors, employees and agents and their respective successors (collectively, the "AUSL Indemnified Parties") from any and all any third party claims, demands, or causes of action ("Claims"), including for reasonable attorneys' fees, experts' fees and litigation or settlement costs, which the AUSL Indemnified Parties sustain, incur, suffer or are subjected to (including, but not limited to, claims related to Client's failure to comply with any law, statute, ordinance, rule or regulation and claims for damage to or destruction of property of any entity, death of or bodily injury to any person and claims for wages or other costs due by Client or any subcontractor of Client) (collectively, "Losses"), arising out of or in any way connected with the Services performed under this Agreement, except for any Loss attributable to the negligence of any AUSL Indemnified Party. Without limiting the foregoing, Client agrees and acknowledges that Client is responsible for the actions of Client's employees, agents and subcontractors. As such, Client agrees to defend, indemnify and hold harmless AUSL and the other AUSL Indemnified Parties from any and all Losses arising out of or in any way connected with any act or omission of any such employee, agent or subcontractor, including any such subcontractor's officers, agents, employees or subcontractors, except for any Loss attributable to the negligence of any AUSL Indemnified Party.

(b) AUSL agrees and acknowledges that AUSL shall defend, indemnify and hold Client and its officers, directors, employees, agents and representatives (collectively, "Client Indemnified Parties") harmless from and against all Losses incurred or suffered by such Client Indemnified Parties arising out of or in connection with any Claim based upon or arising out of (i) the gross negligence or willful misconduct of AUSL or (ii) AUSL's breach of this Agreement.



(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT IN THE CASE OF LOSSES, DAMAGES OR LIABILITIES ARISING FROM THIRD PARTY CLAIMS FOR WHICH CLIENT IS OBLIGATED TO INDEMNIFY THE INDEMNIFIED PARTIES HEREUNDER OR WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS, THE SERVICES OR THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. Ownership of Documents.

(a) AUSL shall own all right, title and interest, including all intellectual property rights of any sort, relating to any and all reports or other written, recorded, photographic or visual materials produced by AUSL in connection with, or within the scope of, any Services provided hereunder (collectively "Work Product"). Such rights, however, shall not include any computer programs, processes or any of Client's pre-existing intellectual property or know-how developed before the commencement of the Services hereunder or not created by AUSL pursuant to a SOW, the rights, title and ownership of which shall remain with Client. All such Work Product shall be work made for hire to the extent allowed by law and, in addition, to the extent any Work Product or portion thereof is not considered a work made for hire, AUSL hereby assigns all right, title and interest in, to and under such Work Product to AUSL without requirement of further action or further compensation therefor. Provider will, at AUSL's request, execute any documents deemed necessary by AUSL to effect such assignment. Provider may retain one copy of any such Work Product for its records, subject to the confidentiality obligations set forth in this Agreement.

(b) In accordance with any state and federal laws and Client policy with respect to student privacy, Client agrees to share the information and/or data relevant to the Work Product results with AUSL.

8. Confidentiality.

(a) In addition to any requirements imposed under this Agreement, and any other agreement entered into by the Parties, Client agrees and acknowledges that Client shall, and shall cause all of Client's employees, officers, agents and subcontractors to, guard and keep confidential all non-public information of, concerning or related to AUSL, including, but not limited to, the Services provided under this Agreement, the business, affairs and operations of AUSL, and the employees, students, consultants, directors and agents of AUSL and family members of any such person (including, but not limited to, the names, addresses, phone numbers, email addresses, financial information, grades, test scores, social security numbers or images of any such person) ("Confidential Information"). Client further agrees that Client shall not, and shall cause all of Client's employees, officers, agents and subcontractors not to (i) disclose any Confidential Information to any third party without AUSL's prior written consent or (ii) use any Confidential Information for any purpose except as required in the performance of this Agreement. Client shall immediately notify AUSL upon gaining knowledge of any disclosure, loss or use of any Confidential Information in violation of this Agreement.



(b) Notwithstanding the foregoing, Client shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of Client's legal counsel, such disclosure is necessary to comply with a court order, applicable law or regulation; provided that where reasonably possible, Client shall notify AUSL prior to making such disclosure so as to allow AUSL to take whatever action AUSL may deem appropriate to protect the confidentiality of the Confidential Information. For purposes of clarity, Client shall have the right to disclose any Confidential Information provided hereunder pursuant to a request under the Freedom of Information Act ("FOIA"), unless such Confidential Information is statutorily exempt from disclosure under FOIA.

(c) All Confidential Information that consists of student personal or educational information will be handled and treated in a manner consistent with the governmental regulations established in The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

(d) The confidentiality obligations hereunder shall survive the termination or expiration of this Agreement. The Parties agree that if Client violates this Section 8, AUSL shall be entitled to seek injunctive or any other equitable relief or remedy, to specific performance, damages, and to any other rights and/or remedies provided by law.

9. Promotional Use of AUSL Name or Marks

Provider shall not use AUSL's name or any trademark of AUSL in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval of AUSL.

10. Termination.

(a) Either Party may terminate this Agreement in whole, or in part (including any individual SOW hereunder) without liability by giving the other Party written notice thereof at least thirty (30) days prior to the Start Date (or, in the case of termination of an individual SOW, the start date provided therein).

(b) In addition, AUSL or the client may terminate this Agreement in whole, or in part (including any individual SOW hereunder), at any time, (i) upon thirty (30) days' prior written notice for AUSL's convenience, or (ii) immediately upon written notice to Client in the event any term of this Agreement is breached by Client. Should AUSL terminate this Agreement for its convenience, Client must be reimbursed for any services paid for but not rendered. AUSL will make said payment to client within thirty (30) days of AUSL's termination of the Agreement. Should the client terminate this Agreement for its convenience, AUSL must be reimbursed for any services rendered but not paid for. The client will make said payment to AUSL within thirty (30) days of the client's termination of the Agreement.

11. Force Majeure.

(a) Except for payment obligations, neither Party will be liable to the other for failure to perform any obligation or delay in performance resulting from any event not within the control of the Party so delayed and which occurs without its fault or negligence, including, but not limited to, any act of God, act of civil or military authority, act of war whether declared or undeclared, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, unsuitable ground conditions, earthquake, flood, or embargo (each a "Force Majeure Event"); provided, however, the Party suffering a Force Majeure Event shall give written notification to the other Party within three (3) days of that Party's discovery of such Force



Majeure Event and failure to timely notify will be deemed a waiver of any claim for an extension of time for performance.

(b) In the event of a delay in performance excusable under this Section 11, the performance period will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that the Party claiming force majeure promptly and diligently takes steps to remedy the condition and alleviate the effects thereof, and further provided that, in the case of any Force Majeure Event affecting Client if the force majeure condition has not been remedied within thirty (30) days of notification, AUSL may immediately terminate this Agreement and any related SOW.

12. Independent Contractor.

AUSL shall at all times be an independent contractor of Client, and nothing in this Agreement shall be deemed to make either Party an agent, employee or joint venturer of the other. All persons employed by AUSL shall be employees of AUSL and not employees of Client. Neither Party shall be entitled to any benefits that the other Party provides for its own employees, including, without limitation, workers' compensation and unemployment insurance. Each Party shall be solely and entirely responsible for its acts and the acts of its employees, agents and subcontractors. Neither Party shall, in any way, bind the other party to any third-party, without the express written consent of the other Party.

13. Entire Agreement; Amendments; Non-Waiver.

This Agreement (including any SOW issued hereunder) constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit or implied with respect to the subject matter hereof, and any amendment, supplement or assignment of this Agreement must be in writing and signed by both Parties. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. A Party's failure to insist upon the performance of any term of the Agreement will not be construed as a waiver of that Party's present or future right to such performance and each Party's obligations in respect thereto will continue in full force and effect. In the event of any inconsistency between the terms of the main body of this Agreement and any SOW, the terms of the main body of this Agreement will govern to the extent of the inconsistency.

14. Severability.

If any section or provision of this Agreement is finally adjudicated invalid or unenforceable by any court of law or governmental agency having jurisdiction over the subject matter herein, all other sections and provisions hereof not affected by such judgment, decree or regulation shall remain in full force and effect and be fully binding upon the Parties.

15. Applicable Law/Venue.

All disputes regarding the construction, interpretation and the Parties' obligations under this agreement will be governed by the laws of the State of Illinois, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes will be Cook County, Chicago. Each Party waives, to the fullest extent permitted by applicable law, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to this Agreement and



any claim that any such action or proceeding has been brought in an inconvenient forum. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. Service of process shall be made in any manner allowed by applicable law

16. Remedies.

The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

17. Authority.

The individual signing this Agreement on behalf of AUSL represents and warrants that he or she is expressly and duly authorized by AUSL to execute this Agreement and to legally bind AUSL as set forth herein and such individual does not assume any personal liability hereunder. If Client is an entity, the individual signing this Agreement on behalf of Provider represents and warrants that he or she is expressly and duly authorized by Client to execute this Agreement and to legally bind Client as set forth herein.



IN WITNESS WHEREOF, the undersigned parties have caused this Master Vendor Agreement to be effective as of the day, month and year first written above.

Name of Client: _____

By (type name): _____

Signature: _____

Title: _____

AUSL: Academy for Urban School Leadership

By (type name): _____

Signature: _____

Title: _____