

January 14, 2010

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

We're excited about working with you and your faculty to help train a new generation of great teachers. To make our relationship most effective, we've created this agreement. Please feel free to email or call us if any of its terms are unclear or problematic.

Term and Parties

This Agreement will be effective from July 1, 2009 to June 30, 2010, and is between:
The University of Southern California ("USC") is a California nonprofit educational institution; our address is Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089. Our program (the "Program") is a Master of Arts in Teaching offered online.

2tor, Inc. ("2tor") is a Delaware corporation; its office is at Pier 59, Suite 200, New York, NY 10011. USC and 2Tor are collectively referred to herein as "we"; and

You are Mt. Diablo Unified School District ("you"); your address is 1936 Carlotta Drive Concord, CA 94519 (the "School or District").

You, 2tor and USC are the "Parties."

Placement of USC's Program Teacher Candidates.

1. *Cooperating Schools:* You will host a teacher candidate or candidates during a period of observation and/or practice, allowing them to observe students and/or teach well planned lessons mediated by Master Teachers. This will occur during school operating hours and in multiple classrooms. These aspects of learning to teach may also extend to interviewing teachers, school leaders, students, and other members of the school community.

You may terminate any teacher candidate for any violation of your regulations or for other reasonable cause in accordance with your standard policies or practice.

2. *Master Teachers:* Through your recommendation, our observation and candidate reference, we will identify teachers working within the School or District, based on their experience, that we believe would make outstanding Master Teachers to supervise and prepare teacher candidates. Both you and we must approve the participation of any teacher as a Master Teacher, but you will make your best effort to approve enough Master Teachers to place the teacher candidates as mentioned above. If a Master Teacher is unable to perform his or her duties pursuant to this Agreement, the District agrees to provide the teacher candidate with

the best possible alternative Master Teacher to supervise and prepare the teacher candidate, and not a substitute teacher who the District employs as a replacement for the original Master Teacher.

3. *Honorarium*: 2tor will pay an honorarium of \$350 to each Master Teacher for participation in the Program. 2tor may end an individual's participation as a Master Teacher at any time for any reason, in which case the honorarium will be paid pro rata.

4. *Consent for Video*: The performance in the classroom of teacher candidates may be videorecorded, and information about teacher candidates may be obtained by USC or 2tor. The School or District will provide reasonable assistance to teacher candidates in obtaining signed video release forms and other necessary consents from each Master Teacher and your students.

Post-Graduation Employment of USC's Candidates

5. *Hiring*: As described, you are hosting some number of USC's teacher candidates in your schools. You will make a reasonable effort to offer these teacher candidates an interview for a full-time teaching position following successful completion of the Program. Should you hire him or her, you make no promise of tenure or any other differential treatment.

6. *Data*: For the first three school years after you hire a teacher candidate, you will assist and cooperate with the teacher candidates and/or USC in collecting student-level performance data for students he or she teaches. We will keep this data confidential and use it only to facilitate analysis of our effectiveness, and will share our findings with you. This paragraph will survive the expiration or termination for any reason of this Agreement.

Legal Matters

7. *Compliance with Law*. Despite anything else in this Agreement, each party to this Agreement will comply with applicable law. We will take all commercially reasonable measures to protect personally-identifiable data about your students consistent with the Family Education Rights and Privacy Act ("FERPA"), and work with you to adhere to your background check policy.

8. *Lack of Employment Relationship*. Master Teachers are your employees, not ours. Neither USC nor 2tor will hire or otherwise determine any Master Teacher's employment by you. We won't pay any Master Teacher's wages, salary, benefit or compensation of any kind, except that (with your permission) 2tor will pay an honorarium to each Master Teacher for participation in the Program. Further, neither 2tor nor USC will supervise or control any Master Teacher during the course of his or her employment by you, except that we will monitor training and feedback given by Master Teachers to teacher candidates.

It is understood and agreed that teacher candidates are not to be considered employees of USC, 2tor or the District. Teacher candidates are fulfilling specific requirements for in-classroom experience as a part of the MAT@USC degree program, led by USC faculty members, which includes assignments that will be completed in the cooperating school setting.

9. *Termination.* Any Party may terminate this Agreement with or without cause by providing the other parties written notice pursuant to Section 12. Termination will be effective at the end of the school year during which the notice of termination is issued. For the avoidance of doubt, other than where a District removes a teacher candidate pursuant to Section 1 above, the District shall permit current teacher candidates to complete the current school year at the time of termination.

10. *Final Agreement.* This Agreement is the final, complete expression of agreement. It supersedes any and all prior or contemporaneous agreements or understandings, written or oral, among the Parties regarding its subject matter and may not be changed without written agreement of each Party.

11. *Indemnification.* USC agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of USC, its employees, agents, trustees or representatives.

2tor agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of 2tor, its employees, agents, trustees or representatives.

You agree to indemnify, defend and hold harmless USC and 2tor, their employees, agents, trustees and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of your employees, agents or representatives.

12. *Notices.* All notices, requests, or demands to or upon any Party under this Agreement will be in writing, and will be deemed given on the date received (or on the next date if such confirmation is not by 3pm), addressed as follows:

For 2tor

2tor, Inc.
Pier 59, Suite 200
New York, NY 10011
Attn: Office of Placement Services
Facsimile: (888) 878-5380

With a copy to:

Obermayer Rebmann Maxwell &
Hippel LLP
One Penn Center – Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1895
Attn: Todd J. Glassman, Esq.
Facsimile: (215) 665-3165

For USC

University of Southern California
Rossier School of Education
3470 Trousdale Parkway • WPH 502A
Los Angeles, CA 90089
Attn: Dr. Melora Sundt, Assoc. Dean
Facsimile: (213) 740-2120

For School or District

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
Tel: (925) 682-8000

13. *Limitation of Liability.* No party will be liable to another or to any other person for any reason for any indirect, consequential, incidental, exemplary, punitive, or special damages, of any nature or character, including, but not limited to, damages for loss of goodwill, profits or data, work stoppage, or material computer failure or malfunction, whether in an action in contract, tort, or otherwise, arising out of or in connection with this Agreement, even if the party at fault or in breach has been advised of the possibility of such damages.

14. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

15. *Descriptive Headings; Interpretation.* The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The

use of the word "including" in this Agreement will be by way of example rather than by limitation.

16. *Binding Effect.* This Agreement will be binding upon, and will inure to the benefit of its parties and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.

17. *Counterparts.* This Agreement may be executed in one or more counterparts, including by facsimile. All executed counterparts together will be deemed to be one and the same instrument.

18. *Governing Law.* This Agreement will be construed by and governed under the laws of the State of California, without regard to its conflict of laws principles.

19. *Waiver of Jury Trial.* The Parties hereby irrevocably and unconditionally waive trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

20. *Authorization to Sign.* Each person signing this Agreement represents and warrants that he/she is authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

21. *Confidentiality.* During the term of this Agreement and for a period of two years thereafter, each Party will maintain as confidential and will not use or disclose (except as required by applicable law or as authorized in writing by the other Parties) any information or materials relating to this Agreement.

Again, we look forward to working with you!

UNIVERSITY OF SOUTHERN
CALIFORNIA, ON BEHALF OF THE
ROSSIER SCHOOL OF EDUCATION

2TOR Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Please sign below if these terms are acceptable

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____
Name:
Title: