AGREEMENT
BETWEEN
LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS
AND
SAN LEANDRO UNIFIED SCHOOL DISTRICT

This Agreement is made between the Lighthouse Community Charter Public Schools dba Lighthouse Community Charter School ("LCCS"), a California non-profit corporation with its principal place of business at 444 Hegenberger Rd., Oakland, CA 94621, and San Leandro Unified School District ("SLUSD"), a California public school district with its district office at 835 E. 14th Street, San Leandro, CA 94579-1222. LCCS and SLUSD are occasionally referred to herein individually as "Party" and collectively as the "Parties."

WHERAS, SLUSD desires to integrate making into the SLUSD educational model and to establish a self-sustaining making program;

WHEREAS, LCCS desires and is competent to support the integration of making into the SLUSD educational model and to assist in the establishment of SLUSD's self-sustaining making program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LCCS and SLUSD do hereby agree as follows:

SECTION 1. SERVICES TO BE PERFORMED. LCCS agrees to perform the services detailed in the "Scope of Services" attached as **Attachment A**, which is hereby incorporated by reference and made a part of this Agreement. Also, LCCS and SLUSD shall have such obligations and responsibilities as are detailed in **Attachment A**.

SECTION 2. PAYMENT. In consideration for the services to be performed by LCCS, SLUSD agrees to pay LCCS a total of ten thousand dollars ($10,000) in exchange for the services provided by LCCS. Beginning with the first payment due on or before December 1, 2015, SLUSD will make four (4) equal payments of $2,500.00 in accordance with the following schedule. There are no pre-payment penalties.

On or before: December 1, 2015
On or before: February 1, 2016
On or before: April 1, 2016
On or before: June 1, 2016

Payment will be considered late if payment is not made by the tenth (10th) day following each payment date. Interest on late payments (and unpaid late fees) will accrue at a 10% interest rate or the maximum interest rate allowable at law, whichever is less.

SECTION 3. TERM OF AGREEMENT. This Agreement will become effective when signed by both Parties and will terminate on June 30, 2016 or the date either Party terminates the Agreement as provided below, whichever is earlier.

SECTION 4. INSURANCE. During the entire term of this Agreement, at its sole cost and expense, LCCS shall obtain and keep in force policies of general liability insurance with a carrier lawfully authorized to do business in California. Said policy shall insure LCCS against any liability arising out of any act, omission, or alleged act or omission of LCCS and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury, abuse, defamation and slander, and automobile liability. The amount of such insurance shall be not less than One Million Dollars ($1,000,000.00) per incident, Two Million Dollars ($2,000,000.00) in the aggregate. LCCS shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. LCCS agrees to provide SLUSD with additional insured endorsement, endorsed to show SLUSD as an additional named insured.

During the entire term of this Agreement, SLUSD at its sole cost and expense, shall obtain and keep in force policies of general liability insurance with a carrier lawfully authorized to do business in California. Said policy shall insure SLUSD against any liability arising out of any act, omission, or alleged act or omission of SLUSD and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury, abuse, defamation and slander, and automobile liability. The amount of such insurance shall be not less than One Million Dollars ($1,000,000.00) per incident, Two Million Dollars ($2,000,000.00) in the aggregate. SLUSD shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. SLUSD agrees to provide LCCS with additional insured endorsement, endorsed to show LCCS as an additional named insured.

SECTION 5. INTELLECTUAL PROPERTY OWNERSHIP. LCCS retains ownership of all patent, copyright and trade secret rights in anything created or developed by LCCS for SLUSD under this Agreement. Further, LCCS hereby grants a revocable license to SLUSD to use any material created or developed by LCCS for SLUSD under this Agreement for the purpose of SLUSD's making program. This license is conditioned upon full payment of the compensation due LCCS under this Agreement. Upon the conclusion of this Agreement, LCCS shall return all records, files, contacts and other proprietary information of SLUSD to SLUSD. However, SLUSD shall reimburse LCCS for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 6. FAILURE TO DELIVER SERVICE. If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, LCCS shall be

prevented from carrying out the terms of this Agreement, LCCS shall be entitled to retain a pro-rated amount for any services performed as of date services cease. For any services not performed, if any, LCCS shall provide a pro-rated refund to SLUSD in accordance with Section 7, entitled "Terminating the Agreement," below. Thereafter, SLUSD shall not be obligated to pay LCCS for any services not performed, and shall have the right to hire others to provide the services covered in this Agreement.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either Party may terminate the Agreement without cause or advance notice at any time by providing thirty (30) days' written notice to the other Party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either Party; (b) the sale or closure of either Party; (c) the death or permanent disability of either Party; or (d) LCCS's failure to carry out the terms of this Agreement under Section 6, entitled "Failure to Deliver Services," above.

Either Party may also terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

Within ten (10) days of termination, SLUSD shall pay to LCCS any amounts owed for any services performed as of date services cease, and LCCS shall refund to the full amount of any pre-payments paid by SLUSD for future months.

SECTION 8. NO PARTNERSHIP. Nothing herein shall create any association, partnership, joint venture, or the relationship of principal and agent between the Parties hereto, it being understood that LCCS and SLUSD are separate and distinct legal entities, and neither Party shall have the authority to bind the other or the other's representatives in any way. As separate and distinct legal entities, each Party has the following rights:

(a) The Parties have the right to perform services for others during the term of this Agreement.

(b) Each Party has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by LCCS. (The Parties understand that, to a certain extent, SLUSD's staff persons will be trained by LCCS's agents and employees in accordance with the "Scope of Services" attached as **Attachment A**.)

(c) Except as otherwise provided in this Agreement, neither Party's employees nor subcontractors shall receive any training from the other Party in the skills necessary to perform the services required by this Agreement.

(d) Neither Party shall require the other Party's employees or subcontractors to devote full time to performing the services required by this Agreement.

(e) Neither Party's employees nor subcontractors are eligible to participate in any employee

pension, health, vacation pay, sick pay or other fringe benefit plan of the other Party.

SECTION 9. WORKERS' COMPENSATION. Neither Party shall obtain workers' compensation insurance on behalf of the other Party or their employees. If either Party hires employees to perform any work under this Agreement, that Party will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE AND FEDERAL TAXES. Each Party shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Neither Party will:

(a) Withhold FICA from the payments to the other Party or make FICA payments on the other Party's behalf;

(b) Make state or federal unemployment compensation contributions on the other Party's behalf; or

(c) Withhold state or federal income tax from payments to the other Party.

If either Party is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to the other Party. Neither Party shall pay any interest or penalties incurred due to late payment or nonpayment of any taxes by the other.

SECTION 11. CONFIDENTIALITY/COMPLIANCE WITH LAWS GOVERNING PUPIL RECORDS. The Parties acknowledge that during the performance of this Agreement each Party may have access to and become acquainted with student information. To the extent applicable, the Parties shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g, the Health Insurance Portability and Accountability Act ("HIPAA"), the provisions of the Individuals with Disabilities Education Act ("IDEA") governing student records and privacy, and attendant FERPA, HIPAA, and IDEA regulations as they may be amended from time to time.

SECTION 12. ENTIRE AGREEMENT. This is the entire Agreement between LCCS and SLUSD. All previous agreements related to the subject matter of this Agreement between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 13. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

SECTION 14. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County. Any costs and fees (other than attorneys' fees) associated with the mediation

shall be shared equally by the Parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties may submit the dispute to a state or federal court of law in Alameda County.

SECTION 15. LIMITED LIABILITY. This provision allocates the risks under this Agreement between LCCS and SLUSD. LCCS's pricing reflects the allocation of risk and limitation of liability specified below. However, LCCS shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of LCCS or LCCS's employees or agents while on SLUSD's premises to the extent such actions or omissions were not caused by SLUSD. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by law, LCCS shall indemnify, defend and hold harmless SLUSD and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and other costs and expenses incurred as an incident thereto, arising out of, based on or relating to the Parties' performance of this Agreement, including but not limited to any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any negligent or intentional acts or omissions of LCCS, its agents, employees, vendors, subcontractors guests or invitees, and anyone for whose acts LCCS may be liable. In case any action or proceeding is brought against SLUSD because of any such claim, LCCS shall defend the same at LCCS's expense by counsel reasonably satisfactory to SLUSD.

To the fullest extent permitted by law, SLUSD shall indemnify, defend and hold harmless LCCS and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and other costs and expenses incurred as an incident thereto, arising out of, based on or relating to the Parties' performance of this Agreement, including but not limited to any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any negligent or intentional acts or omissions of SLUSD, its agents, employees, vendors, subcontractors guests or invitees, and anyone for whose acts SLUSD may be liable. In case any action or proceeding is brought against LCCS because of any such claim, SLUSD shall defend the same at SLUSD's expense by counsel reasonably satisfactory to LCCS.

SECTION 17. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by e-mail to the recipient's e-mail address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to LCCS:	If to SLUSD:
Brandon Paige	_____
444 Hegenberger Rd.	_____
Oakland, CA 94621	_____
Brandon.paige@lighthousecharter.org	_____
510-639-8900	_____

SECTION 18. ASSIGNMENT. Neither Party shall assign or transfer any part of the obligations and responsibilities in this Agreement without the prior written approval of the other Party.

SECTION 19. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 20. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES:

LCCS:	**SLUSD:**
_____	_____
Brandon Paige	Print: _____
Director of Finance	Title: _____
Date: _____	Date: _____

Attachment A
Scope of Services

The Parties' will have the following obligations and responsibilities under this Agreement, subject to revision based on initial meeting between parties:

- For the purposes of this Scope of Services:
  - The "project" means the integration of Making, as it is currently implemented at LCCS, into the SLUSD educational model and the establishment of SLUSD's self-sustaining making program.
- LCCS's Community Making Advisor ("CMA") will be the primary support for this project and will be dedicated to working closely with interested schools within SLUSD in developing their making program.
- Quarterly Check-Ins
  - Quarterly (according to the project calendar) check-ins are to be attended by SLUSD's interested program leaders, LCCS's Creativity Lab Director (Aaron Vanderwerff), and the CMA.
  - The purpose of meetings will be to assess the progress made toward the goals of the project and to plan the next steps for carrying out the project.
  - To be scheduled at mutually convenient times during the following intervals:
    - 1. Between Jan. 1 – Feb. 15
    - 2. Between Feb. 15 – March 31
    - 3. Between April 1 – May 15
    - 4. Between May 16 – June 1
- LCCS will provide the following:
  - During the course of the project, LCCS will dedicate an average of 8 hours to the project each week that programming is in session, from December 1, 2015 to June 30, 2016 (20 weeks). This dedicated service may include:
    - Professional development for SLUSD's After School Instructors who will be implementing the maker centered program. These sessions will focus on student-driven facilitation techniques, which are central to maker programs.
    - Collaborative curriculum planning with SLUSD's After School Instructors.
    - Ongoing support for SLUSD's After School Instructors in implementing maker centered programing through e-mail and phone conversations. This may include co-leading a class to model facilitation techniques.
    - Planning and supporting in the set-up of a Makerspace.
    - Collaboration with the CMA to integrate school/district into the greater making community by helping to plan exhibitions to showcase student work, both internally (i.e. SLUSD schools) and externally (i.e. Bay Area Maker Faire).
    - Training on technologies and resources (i.e. Hummingbird Kits and MaKey Makeys) to SLUSD's After School Instructors, as needed.
    - Reporting to the maker community at large about developments of the SLUSD making program to promote the work being done at SLUSD sites.
    - Development of a long-term plan for growing and sustaining a making program within SLUSD.