

Dropout Prevention
Master Services Agreement
Graduation Alliance, Inc.
AND

Perris Union High School District
(hereinafter referred to as “District”)

(each identified individually as a “Party” and collectively as the “Parties”)

A. Purpose.

The purpose of this Master Services Agreement (the “Agreement”) is to capture the Parties’ understanding and agreement for Graduation Alliance to provide services to District for regular and vocational education opportunities for District’s eligible students who are working toward course credits which can be converted to high school credits through the Dropout Prevention Program (hereinafter referred to as “Program”) operated by Graduation Alliance (enrolled participants in the Program are referred to as “Students”).

B. Program Administration.

1. Tiers of Program Service.

The Program as operated by Graduation Alliance may be done in one of several tiers of service levels each a “Service Tier”). The description and pricing for each Service Tier available to the District shall be attached to this Agreement as an Addendum and incorporated herein. District may select which Service Tier it wishes to utilize for each Student and may change its election once per calendar month per student.

2. Web Portal.

Graduation Alliance will provide the District with a web-based portal through which District can (i) select the Service Tier it wishes to utilize for each Student (ii) monitor the Program, including enrollments, registrations, and progress of Students; (iii) review and access records of courses Students have taken; and (iv) review and access transcripts for Students (the “Portal”). The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

3. Teachers and Accreditation.

All online courses offered by Graduation Alliance in accordance with this Agreement shall be taught by licensed teachers hired by Graduation Alliance. Upon District’s request, Graduation Alliance will provide a copy of teachers’ licenses, permits, or letters of authorization. Additionally, Graduation Alliance is fully accredited by AdvancED and all teachers, coursework, and Student support structures shall adhere to those requirements.

4. Final Exams and Course Credit.

The District will have access to the student’s academic record, including electronic copies of the course completion certificates, through the Account Portal. Course credit shall be awarded to Students in accordance with the school district’s board policies.

C. Duration.

This Agreement is effective from the date of District signature on this Agreement (the “Effective Date”) and expires on the August 31st following the one-year anniversary of the Effective Date.

D. Proprietary Right Ownership.

1. Ownership. Ownership of the Portal, services described in any this Agreement or any addendum hereto related to the Program (“Services”), tangible computer technology and intangible computer code necessary to deploy and serve the Services via the Portal (“GA Technology”), and all rights embodied within (collectively the “Proprietary Rights”) shall remain exclusively vested in, and be the sole and exclusive property of, Graduation Alliance and its licensors. In addition, District hereby transfers and assigns to Graduation Alliance any rights District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by District personnel relating to the Program.

2. No Modification or Adaption. District may not make any change or modification to the Program, its curriculum, methods of delivery, or assessment, without the express written consent of Graduation Alliance. District initiated

modifications which have not been consented to by Graduation Alliance constitutes a material breach of this Agreement.

E. Confidential Information.

Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential or is specifically designated, orally or visually, as confidential (“Confidential Information”). Confidential Information specifically includes, without limiting the foregoing, (i) the terms and conditions herein, (ii) non-public aspects of Graduation Alliance’s Portal and the operation thereof, GA Technology, and the Services and additional services provided by Graduation Alliance, and Graduation Alliance business and technical information, and data, (iii) data and information provided by the District, and non-public aspects of District’s technology, computer programs, and business and technical information, and data. The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party’s efforts to obtain such order or protection.

F. Fees.

Graduation Alliance shall invoice District monthly for all fees due and payable for services related to the Programs, and District shall remit payment to Graduation Alliance within thirty (30) days of the receipt of an invoice. As used in this Agreement, one (1) Student full-time-equivalent (FTE) is equivalent to one (1) student enrolled for one (1) calendar month.

G. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR GRADUATION ALLIANCE’S STATUTORY DATA SECURITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE TOTAL OF SUMS PAID TO GRADUATION ALLIANCE BY DISTRICT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

H. Indemnity.

1. Graduation Alliance shall indemnify, hold harmless, and defend District against claims, losses, damages, and judgments of any nature arising from or attributable to Graduation Alliance’s (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in performance of Program Services or Graduation Alliance’s other obligations hereunder.
2. District shall indemnify, hold harmless, and defend Graduation Alliance against claims, losses, damages, and judgments of any nature arising from or attributable to District’s (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in District’s performance of its obligations hereunder.
3. The indemnity provided for in subsections (1) and (2) shall include advancement and reimbursement of attorney’s fees and other legal costs incurred by the indemnified party.

I. Miscellaneous Provisions.

1. **Relationship.** The parties’ relationship to each other is that of independent contractors. In no event shall the parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
2. **Entire Agreement.** This Agreement, including addendums hereto, represents the parties’ entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal.
3. **Amendment.** This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both parties.

4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all parties, and then shall be effective only for the period and specific instance for which given.
5. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. **Assignment.** This Agreement shall be binding upon the parties' successors and assigns. Consent to assignment, which shall not be unreasonably withheld in any event, shall not be required in the event of assignment as a result of the acquisition of a party or substantially all its assets.
7. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the state where the Services are performed.
8. **Dispute Resolution.** Except as otherwise required by applicable state law, disputes among the parties shall be resolved in the following manner:
 - a) Prior to the initiation of any legal proceeding, the parties first shall attempt to resolve their dispute informally, with representatives of the parties to meet as reasonably deemed necessary in an attempt to resolve their dispute.
 - b) If the Parties are unable to resolve their dispute informally, the exclusive means of resolving claims under this Agreement or arising from performance of the Program Services shall be binding arbitration under the Federal Arbitration Act, in a proceeding before a single arbitrator governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any resulting award may be entered in any court of competent jurisdiction.
9. **Survival.** In addition to other provisions which logically would be expected to survive termination, Sections G, H, and I shall survive termination of this Agreement.
10. **Notices.** Notices under this Agreement shall be effective if given to the signatories or their successors, or to any authorized officer of a party, via email or overnight mail to the addresses shown below with the parties' signatures, or in any other manner reasonably calculated to provide actual notice. The parties are responsible for informing each other in writing of changes to their addresses for notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.
10 W Broadway, 7th Floor
Salt Lake City, UT 84101

Perris Union High School District
155 E. 4th Street
Perris, CA 92570

By: _____
Andy Cusimano, Chief Financial Officer
contracts@graduationalliance.com

By: _____

Title: _____

Email: _____

Date: _____

Date: _____

Attachments:

1. Addendum 1: Service Tiers 1-3

**Addendum 1: Service Tiers 1-3
Scope of Work & Pricing**

A. Tier 1.

1. Scope of Services.

Graduation Alliance Shall provide the following services for the Students designated in this Service Tier.

a. Access to Courses.

Students in the Program can access one course at a time. Student registration into an additional course may occur once the preceding course grade has been finalized and awarded.

2. Pricing.

The Program standard reimbursement rates from District to Graduation Alliance per FTE per month are as follows:

FTE	Tier 1
0-14	\$59
15-39	\$55
40-99	\$49
100+	\$39

Services for Students enrolled in partial months shall be pro-rated on a per-day basis.

B. Tier 2.

1. Scope of Services.

a. Course Access.

Students in the Program can access unlimited courses concurrently.

2. Pricing.

The Program standard reimbursement rates from District to Graduation Alliance per FTE per month are as follows:

FTE	Tier 2
0-14	\$89
15-39	\$85
40-99	\$75
100+	\$65

Services for Students enrolled in partial months shall be pro-rated on a per-day basis.

C. Tier 3.

1. Scope of Services.

a. Course Access.

Students in the Program can access unlimited courses concurrently.

b. Academic Coaching.

Graduation Alliance will provide each Student enrolled in any Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with the Student via phone, email, SMS, or IM to review progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available from 7:00 a.m. to 6:00 p.m. MST, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at each individual Academic Coach's sole discretion.

c. Online Tutoring.

Graduation Alliance will provide access to online tutoring to Students enrolled in the Program for courses in math, science, English and social studies. This tutoring is available 24/7 year-round (except Christmas Eve, Christmas Day, Thanksgiving, and Independence Day) and is accessed through the Portal. Graduation Alliance reserves the right to limit or revoke access if it considers a Student's use to be excessive in any two consecutive months or if Student is reasonably believed to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

d. Academic Services.

Graduation Alliance will provide (i) graduation plan development; (ii) transcript mapping; (iii) transcript entry; (iv) learning plan creation; (v) course sequencing; and (vi) course enrollment to District for Students enrolled in the Program (collectively “Academic Services”).

e. Laptop and Internet Access (optional).

If selected by the District, Graduation Alliance will provide the District laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered for specified Students' use during the period Students are enrolled in the Program. For laptops supplied by Graduation Alliance, Graduation Alliance will provide internet capability based upon commercially-available services offered in the District’s geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either Graduation Alliance’s terms and conditions, or the student honor code accepted by the Student at the start of enrollment in a Program. District shall use reasonable efforts to (i) maintain the inventory of laptops provided by Graduation Alliance; (ii) keep the laptops provided by Graduation Alliance in good working condition; and (iii) return all laptops provided by Graduation Alliance to Graduation Alliance once they are no longer being utilized pursuant to this Agreement

2. Pricing.

The Program standard reimbursement rates from District to Graduation Alliance per FTE per month are as follows:

FTE	Tier 3	Tier 3 + Laptop + Internet
0-14	\$239	\$294
15-39	\$219	\$274
40-99	\$199	\$254
100+	\$179	\$234