

**MEMORANDUM OF UNDERSTANDING
LOYOLA MARYMOUNT UNIVERSITY
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT**

Parties.

1. Loyola Marymount University (“LMU”) is a California nonprofit corporation which operates a private university, including a School of Education, with a primary business address of 1 LMU Drive, Los Angeles, CA 90045.
2. The Los Angeles Unified School District (“LAUSD”) is a public school district organized under the laws of the State of California with a primary business address at 333 South Beaudry Avenue, Los Angeles, CA 90017

Objective.

3. This Memorandum of Understanding (“MOU”) sets forth and memorializes the agreements and understandings under, subject and pursuant to which LMU’s School of Education (“SOE”) will work in collaboration with LAUSD’s iDivision (“iDivision”) to transition the following iDivision partner schools - Westchester High School, Orville Wright Middle School, Cowan Avenue Elementary School, Kentwood Elementary School, and Westport Heights Elementary School (hereinafter collectively “LMU Family of Schools” or “LMU FOS”) into a local governance and decision making model, with added school and classroom level accountability measures and improved learning outcomes. LMU’s services hereunder are of a consulting, advisory and educational nature. As such, LAUSD acknowledges and agrees that as the owner and operator of the LMU FOS schools it is LAUSD’s responsibility to consider such recommendations and advice and act upon them, consistent with the goals and objectives of this transition and program, as it deems lawful, proper and appropriate and to benefit from and be responsible for any consequences thereof.
4. This collaboration will commence with the 2008-2009 academic school year, on or about July 1, 2008. This initial year will be a planning and beginning implementation year. While this is only a one year agreement, the parties presently contemplate that this relationship may be continued, subject to the negotiation and entry of another written agreement, for a longer term. Should a longer term relationship be ultimately agreed to and further written agreement executed, annual reviews of proposed, jointly developed work plans and progress would be conducted no later than April of each subsequent program year. LMU and LAUSD will meet in April 2009 to consider whether each party desires to continue this relationship and, if so, on what terms and conditions.

LMU’s Commitment.

5. LMU, through its School of Education, will work with the iDivision and each of the LMU FOS schools to transition each LMU FOS school into a local governance and decision-making

model with specific school and classroom level accountability measures, all with the goal of improving academic success and closing existing achievement deficits.

This implementation year, LMU's focus will be:

Financial

6. LAUSD and LMU shall calculate a per pupil allocation ("Per Pupil Funding" or "PPF") for each student enrolled at each LMU FOS. LMU may be permitted to allocate a reasonable percentage of PPF to cover actual LMU administrative or other costs associated with operations of LMU and LMU FOS only if the relevant FOS and the Superintendent consent to such allocation. The amount of any allocation of PPF toward LMU administrative costs shall be agreed to and calculated collaboratively between the relevant FOS, the Superintendent and LMU. Agreement between LAUSD and LMU on the PPF is a condition precedent to the performance of LMU's obligations hereunder.

Governance.

7. Guiding the creation of individual school governance councils, with balanced representation among stakeholder groups; providing educational resources, support, and training, both from LMU and LAUSD, in collaborative decision-making, governance, and budget oversight. To that end, LMU will:

- A. Work with the iDivision as a convener and facilitator of school "transition teams." The phrase "transition team" as used this MOU shall mean a temporary, broad-based group established to support the existing school leadership teams in key decisions until the establishment of the permanent school governing body. Transition teams will work to create authentic stakeholders investment and involvement in critical issues for each school.
- B. Host a transition team symposium to support and establish tools to connect each of the schools to the broader work of the LMU FOS.
- C. Guide LMU FOS partner schools in indentifying and building a governance structure that will support a strong and effective governing body.
- D. Provide training & professional development to the governing bodies so they are better prepared to implement processes and policies.
- E. Assist schools in developing their school plans and vision.

Professional Development.

8. LMU will provide professional development programs and activities as outlined in Appendix A.

External Partnerships.

9. LMU will work to raise funds in support of the LMU FOS collaboration. In addition, LMU will:

- A. Work with each school to establish school-based Parent and Community Action Councils.
- B. Provide education on intercultural affairs and human relations to guide stakeholders through a dialogue process to better understand assets from diverse communities. LMU's Office of Ethnic and Intercultural Services will lead 2-3 workshops with leadership from parent and community groups on improving communication across stakeholder groups and on developing a collaborative approach to common goals.

Term.

10. The term of this MOU ("Term") shall commence as of July 1, 2008 and end on June 30, 2009, unless terminated earlier or extended in accordance with the terms and conditions set forth herein.

Renewal.

11. Both parties must agree in writing for the renewal or extension of this MOU or the continuance of this relationship. LMU and LAUSD will meet in April 2009 to consider whether each party desires to continue this relationship and, if so, on what terms and conditions.

Ownership and Protection of Confidential Information.

12. During the course and scope of providing its services, hereunder, LMU and/or LAUSD may gain knowledge of or have access to Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this MOU, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this MOU.

13. Confidential Information of either party and any derivative works thereof or modifications thereto is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess or assert any lien or other right against or to confidential information of the other party. No Confidential Information of either party, or any part thereof including, without limitation, any LAUSD confidential information or LMU confidential information, will be sold, assigned, leased, or otherwise disclosed to third parties by the other party or commercially exploited by or on behalf of either party.

LAUSD's Responsibilities.

14. LAUSD will provide to LMU and each of the LMU FOS schools the maximum flexibility allowed by law to implement the educational services described in this MOU. LAUSD shall retain all legal, financial and operational responsibility for the management, operations,

maintenance, repair and improvement of each of the LMU FOS schools and their facilities. It is understood and agreed that LMU shall have no responsibility for these duties and obligations, and that by entering into this MOU and performing its obligations hereunder LMU is not assuming any such obligations.

15. LMU and LAUSD acknowledge and agree that this MOU is not intended to limit or modify any collective bargaining agreement to which LAUSD is a party. Accordingly, LAUSD and each school participating in the FOS shall honor all applicable collective bargaining agreements, as they may be negotiated from time to time, for the term of this MOU and any renewals of this MOU. LAUSD and each school participating in the FOS commit to collaborating with employee groups to fulfill the intent of this MOU and maximize its benefit to students and communities.

Budgets.

16. LMU shall provide LAUSD with an annual projected budget, in reasonable detail, in support of LMU's efforts under this MOU at the LMU FOS schools. LAUSD will provide, in accordance with its budgetary policies and goals, the funds necessary to properly, efficiently and safely operate the LMU FOS schools. LAUSD agrees that in preparing, establishing and authorizing budgets for the LMU FOS schools it shall do so without penalty or adverse regard for their status as LMU FOS schools.

Personnel Responsibilities.

17. All LAUSD employees working at the LMU FOS schools shall be and remain employees of LAUSD. All LMU employees working at LMU FOS shall be and remain LMU employees. All LMU employees working at LMU FOS schools who may have contact with LAUSD students shall be fingerprinted and certified in compliance with California Education Code §45125.

Representations of the LAUSD.

18. LAUSD represents that it is a public entity existing under the laws of the State and is duly authorized to contract with LMU to provide the services set forth in this MOU.

19. LAUSD represents and warrants that the information it has furnished to LMU concerning the LAUSD finances, revenues, and student enrollment is accurate and the latest information available as of the date of the execution of this MOU.

20. LAUSD represents and warrants that all necessary action has been taken to authorize LAUSD's entry into and performance of this MOU and that this MOU constitutes a legal, valid and binding obligation of LAUSD enforceable in accordance with its terms and that it has been duly executed by LAUSD, through its duly authorized officers .

Representations of LMU.

21. LMU represents and warrants that it is a non-profit corporation duly organized and existing under the laws of the State of California, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this MOU, acting by and through its duly authorized officers.

22. LMU represents and warrants that all necessary action has been taken to authorize LMU's entry into and performance of this MOU and that this MOU constitutes a legal, valid and binding obligation of LMU enforceable in accordance with its terms and that it has been duly executed by LMU, through its duly authorized officers

Legal Representation and Costs; Cooperation .

23. Except as otherwise provided in the indemnification provisions below, LAUSD shall be solely and exclusively responsible for all costs of legal representation and all related fees, judgments, settlements, costs of alternative dispute resolution and related costs incurred in connection with any demands, claims, suits, actions, proceedings or threatened demands, claims, suits, actions and proceedings arising out of or related to the performance of the parties under this MOU. Except where there is an actual or potential conflict of interest, LAUSD and LMU shall cooperate with legal counsel for one another in connection with any demand, claim, suit, action, proceeding or threatened demand, claim, suit, action and proceeding asserted against either of them arising out of or related to the performance of the parties under this MOU. The obligations hereunder shall survive the termination or expiration of this MOU.

Challenges to the Legality of this MOU.

24. Should any claim, demand, suit, action or proceeding be filed against any party to this MOU that arises out of any claim that this MOU or any part thereof is in violation of law, or of any constitutional provision, statute, law, rule, contract or collective bargaining agreement to which LAUSD is a party, LAUSD agrees to promptly notify LMU and LMU shall reasonably cooperate, at LAUSD's expense, in the defense of such claim. The obligations hereunder shall survive the termination or expiration of this MOU.

Indemnification.

25. (a) LMU shall indemnify and save and hold LAUSD, its Board, the LAUSD Superintendent, their employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees, for injury to property or persons, occurring or allegedly occurring in connection with the negligence or willful misconduct of LMU, its employees, officers, directors, subcontractors and agents in the performance of LMU's services hereunder during the term of this MOU. Upon timely written notice from the LAUSD, LMU shall defend the LAUSD in any such action or proceeding brought thereon. The obligations hereunder shall survive the termination or expiration of this MOU.

(b) Except as set forth in subdivision (a) above, LAUSD shall indemnify and save and hold LMU, its employees, officers, directors, subcontractors, students and agents harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees, occurring or allegedly occurring in connection with, arising out of or in any way related to this MOU or the operations of the LMU FOS schools. Upon timely written notice from LMU, LAUSD shall defend LMU in any such action or proceeding brought thereon. The obligations hereunder shall survive the termination or expiration of this MOU.

(c) LAUSD shall indemnify and save and hold LMU, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees, for injury to property or persons, occurring or allegedly occurring or arising out of environmental conditions at any LMU FOS school.

26. Each party shall give prompt written notice to the other party of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying party in the defense of the claim or litigation.

27. The indemnification obligations hereunder shall survive the termination or expiration of this MOU.

28. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

Termination.

29. LAUSD or LMU may terminate this MOU for any reason whatever, with or without cause, upon the giving of ninety (90) days notice of termination to the other party.

30. Notwithstanding any termination hereunder, LAUSD shall remain responsible to and liable for any fees, costs or expenses due to LMU for the performance of its services hereunder through the date of termination.

Entire Agreement.

31. This MOU, including Appendix A constitute the full and complete agreement between the parties with respect to the subject matter hereof. All prior representations, understandings and agreements are merged herein and are superseded by this MOU.

Construction and Enforcement.

32. This MOU shall be construed and enforced in accordance with the laws of the State of California.

Amendments.

33. This MOU may be altered, amended, changed or modified only by agreement in writing executed by LMU and LAUSD.

Section Headings.

34. The section headings shall not be treated as part of this MOU or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

Invalidity of Provisions of this MOU.

35. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Assignment.

36. This MOU shall not be assigned by either party without the prior written consent of the other party.

No Waiver.

37. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

Survival.

38. All representations, warranties and indemnities made herein shall survive termination of this MOU.

Notices.

39. All notices required or permitted by this MOU shall be in writing and shall be either personally delivered or sent by electronic mail (e-mail) nationally recognized overnight courier,

facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To LAUSD:

E-mail Address

Name

333 South Beaudry Avenue

Los Angeles, CA 90017

Facsimile

With copy to:

E-mail Address

Name

Address

City, CA ZIP

To LMU:

smartin@lmu.edu

Shane Martin, Dean

Loyola Marymount University

School of Education

1 LMU Drive

Los Angeles, CA 90045

With copy to:

drew@bridges-law.com

Harold A. (Drew) Bridges

Bridges & Bridges

466 Foothill Blvd, #394

La Canada, CA 91011

Los Angeles Unified School District

Loyola Marymount University

By: _____
Name

By: _____
Ernest Rose

Title

Chief Academic Officer

Appendix A: LMU Family of Schools programs & initiatives

INITIATIVES:

Governance: Guiding the creation of individual school governance councils, with balanced representation among stakeholder groups; providing educational resources, support, and training, both from LMU and LAUSD, in collaborative decision-making, governance, and budget oversight

School Research Committee Technical Assistance and Support: LMU continues to provide ongoing technical assistance and resources to stakeholder research. LMU has supported the research teams from Westchester High, Orville Wright Middle, Cowan Avenue Elementary, Westport Heights Elementary, and Kentwood Elementary schools to investigate models of governance, operational management, and instructional success at public schools throughout California students. Work from the research teams, which began in January, will continue to inform the work of the transition teams and future governance bodies..

Department involved: School of Education

Deliverables:

- LMU will facilitate stakeholder research teams to identify schools and school models for examination and study by partner schools
- LMU will support the creation and dissemination of findings through public meetings and a final report to be distributed widely throughout the community

Transition Team/Governance Council Support: LMU will work with five schools to build and enhance each school's capacity for local decision-making and developing local governance bodies.

Department involved: School Of Education

Deliverables:

- LMU will convene and facilitate a transition team with broad stakeholder representation at each partner school
- LMU will host a transition team symposium to provide tools and support and to connect each of the teams to the broader work of the LMU FOS.
- By October 2008, each partner school community will be presented with options for a new governance model
- LMU will design and implement a LMU FOS Leadership program for cadres of up to five leadership / governance team members from each school. Through this program, LMU will provide training in three key areas: Vision-Setting; Data-based Decision Making, and; Strategic Planning
- LMU also will work with instructional staff to determine near-term instructional priorities
- LMU will support teams as they identify human resource needs
- LMU will provide staff to assist with budget review and transparency.
- LMU will work with outside providers to guide school stakeholders through a dialogue to identify and understand assets in diverse cultures.

Professional Development: providing professional development opportunities and identifying appropriate resources within the university and beyond to address the needs identified at each school.

CMAST: The Center for Math & Science Teaching along with faculty from the College of Science and Engineering, will work with eighth and ninth grade math and science teachers to increase student achievement and interest in math and science.

Department involved: School of Education; College of Science & Engineering

Deliverables:

- This innovative coaching program will begin with training and coaching up to 10 Westchester High School teachers throughout the 2008-2009 school year
- In December, LMU will determine the feasibility and success possibilities of implementing this model at Orville Wright Middle School in January.

Academic Performance Review and Needs Assessment: LMU staff and faculty will coordinate a review of the key instructional performance areas at each school. Leveraging outside resources, this will include a review of instructional programs for equity and access. The results of this review will help school leadership teams identify priority areas of focus to close achievement gaps and raise performance outcomes.

Department involved: School of Education

Deliverables:

- LMU will facilitate the development of an instructional strategic plan at each partner school by April 2009
- LMU staff will coordinate with external providers (where applicable) to identify professional development plans for teachers and staff at each partner school.

Teacher Development and Support: LMU will work with each school to identify the teachers credential needs (including the CLAD certificate). In conjunction with the school leadership team, and the LAUSD Division of Human Resources, LMU will develop a program to begin to address their credentialing needs.

Department involved: School of Education

Deliverables:

- LMU will establish training cohorts to address current teacher credentialing needs for teaching staff from the five partner schools

External Partnerships: LMU will work to raise funds in support of the LMU FOS collaboration. In addition, LMU will:

- Work with each school to establish school-based Parent and Community Action Councils.

Arts LINK: ArtsLink, will work with teachers in the partner elementary schools to develop a comprehensive arts infusion strategy.

Department involved: College of Communication and Fine Arts

Deliverables:

- LMU will lead one focus group and 1-2 follow-up planning sessions to set goals for arts infusion strategies at each elementary school.
- LMU will facilitate the creation of an initial family-wide strategy to support arts across the curriculum at each partner elementary school.

Parent and Community Engagement: Work to develop processes and structures for effective parent and community involvement in the Family of Schools.

Department involved: School of Education

Deliverables:

- LMU will develop or enhance existing clear pathways and structures for community and parent involvement in the success of each school.
- LMU will hold engagement summit to identify potential community and business partnerships to support school success

Human Relations Training and Support: Provide education on intercultural affairs and human relations to guide stakeholders through a dialogue process to better understand assets from diverse communities.

Department involved: LMU Office of Ethnic and Intercultural Services

Deliverables:

- LMU's Office of Ethnic and Intercultural Services will lead up to 3 workshops with leadership from parent and community groups on improving communication across stakeholder groups and on developing a collaborative approach to common goals.

K-12 College Access and Readiness Programming: LMU will leverage local support to implement a college readiness program from K-12 to instill a college-going culture. (See also Upward Bound Program description below).

Department involved: School of Education, Admissions Office, University Relations

Deliverables:

- LMU will develop (or replicate successful models) of workshops and activities focused on engaging elementary and secondary school students at the partner schools in the formation of college attendance plans.
- LMU will provide campus access for designated activities connected with this program.

ADDITIONAL PROGRAMS:

Upward Bound: Serves as a college-preparedness program for students from Westchester High School. The goal of the four-year program is to increase the rate at which participants complete college.

Departments involved: School of Education; Office of Ethnic and Intercultural Services; Student Affairs;

Deliverables:

- Enroll at least 50 Westchester High School students in the LMU Upward Bound program
- Host a six-week summer experience with tutoring, character-building, and community building activities for students
- Assign staff to Westchester High School to coordinate program logistics and facilitate tutoring and mentoring components of the program

Job Skills Readiness Program: Building Bridges for Others is a résumé-building and employment skills workshop conducted by the LMU Student Employment Services. SES worked with more than 100 Westchester High school students, beginning in the winter of 2008 to create and update résumés as well as learn valuable information from potential employers. In addition, a specialized program, in conjunction with the LAUSD Office of Transition Services and Start on Success, will be implemented for students with disabilities.

Department involved: Student Employment Services, School of Education

Deliverables:

- LMU's Office of Student Employment Services will implement a day-long workshop and training matching LMU volunteers with Westchester High School students to build job skills and interviewing expertise

Student Mentoring: The LMU for Others mentoring program pairs Westchester High School freshman and LMU staff together to provide additional supportive relationships for students identified by WHS teachers and counselors. A specialized mentoring program pairing students with disabilities with LMU School of Education students will provide mentoring support to this targeted population.

Department involved: School of Education

Deliverables:

- LMU for Others will match up to 30 Westchester High School students with volunteer mentors from LMU's faculty, staff, and student population to meet regularly through the creation of this meaningful relationship with an adult.
- Start on Success: Develop pilot program, targeting Westchester High School students, to create linkages between academic opportunities at the high school and mentor relationships with LMU faculty and staff for students with disabilities.