

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the DC Public Charter School Board (“PCSB”) and Georgetown University on behalf of its Law Center (“Georgetown Law Center”), memorializes the understanding of the parties regarding the placement of a Fellow, Esther Albert, in PCSB’s Washington, DC office for the period commencing October 3, 2016 and ending on September 29, 2017.

I. Recitals:

- (A) Georgetown University Law Center is a part of Georgetown University, a nonprofit institution of higher education organized as a non-stock corporation under a Congressional charter.
- (B) DC Public Charter School Board independent government agency that holds DC public charter schools accountable for fulfilling their obligations under the School Reform Act.
- (C) PCSB and Georgetown Law Center wish to create opportunities to train recent Georgetown Law Center graduates in public interest lawyering.

II. Undertakings of the Parties:

- (A) The Fellow shall be an employee of PCSB. The Fellow shall receive salary and such benefits for which he or she is eligible from PCSB and will be covered by PCSB’s liability insurance plans to the same extent and on the same basis as other similarly situated employees.
- (B) Georgetown Law Center shall pay to PCSB \$20,000 to be used solely towards the salary paid by PCSB to the Fellow. PCSB shall invoice Georgetown Law in this amount in November 2015. Georgetown Law Center agrees to pay PCSB within 30 days of receipt of the invoice.
- (C) PCSB shall provide appropriate legal training and supervision of the Fellow.
- (D) Nothing contained herein shall create an employment relationship between Georgetown University or Georgetown Law Center and the Fellow or a joint venture or other partnership agreement or arrangement between PCSB and either Georgetown University or Georgetown Law Center.
- (E) In listing the Fellow in its annual report, website materials, and staff directories, PCSB may reference Georgetown University and/or Georgetown Law Center. PCSB shall not include in any other promotional material any reference to Georgetown University or Georgetown Law Center without

express prior written authorization by Georgetown Law Center. Georgetown University and/or Georgetown Law Center may reference their support of the Fellow in their annual report and website, but may not include in any other promotional material any reference to PCSB without express prior written authorization of PCSB.

III. Term and Termination:

- (A) This agreement shall commence on October 3, 2016 and end on September 29, 2017 unless terminated earlier as provided below.
- (B) Either party may terminate this agreement by providing no less than 60 days written notice to the other party. Such notice shall be sent by hand delivery, overnight delivery, or certified U.S. mail, return receipt requested, to the attention of the undersigned. Except as otherwise provided below in subparagraph III.(C), upon termination, PCSB agrees to refund to Georgetown Law Center a prorated share of the \$20,000 that Georgetown Law Center paid toward the Fellow's salary.
- (C) If the Fellow for any reason does not remain in the Fellowship for the full term of this agreement, the parties agree to make good-faith efforts to replace the Fellow with another Georgetown Law graduate. If they are unable to do so, and the PCSB Program Director responsible for the Fellowship states in good faith that the Fellow resigned for reasons unrelated to PCSB, PCSB shall be under no obligation to refund the funds paid by Georgetown Law Center pursuant to this agreement. Otherwise, PCSB agrees to refund to Georgetown Law Center a prorated share of the \$20,000 that Georgetown Law Center paid toward the Fellow's salary.

IV. Miscellaneous Provisions:

- (A) PCSB agrees to indemnify Georgetown Law Center and Georgetown University, its Board of Directors, officers, employees, agents and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and reasonable attorney's fees, which may arise out of the performance of the Fellow or this Agreement.
- (B) PCSB may not assign, in whole or in part, its rights, duties, obligations, or responsibilities under this Agreement without the express prior written consent of Georgetown Law Center.
- (C) The Fellow shall not have any legal rights arising out of this Agreement or be deemed to be a third party beneficiary of this Agreement.

- (D) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by a written agreement of the parties.
- (E) The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- (F) This Agreement shall be governed by and construed under the laws of the District of Columbia, United States of America, which shall be the forum for any disputes or lawsuits arising from or incident to this agreement.
- (G) This Agreement may be executed in counterparts by the parties.

IN WITNESS WHEREOF, this agreement has been executed by DC Public Charter School Board and Georgetown University Law Center on the dates indicated below.


For: DC Public Charter School Board

By: 

Date: 1/18/17

Scott Pearson
Executive Director

For: Georgetown University Law Center

By:  *my o/s*

Date: 9-6-18

Thomas G. Clark
Chief Financial Officer

