

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 Nia Ariel Davis and Daniel Quandt ~~Amanda Shelton~~ ²⁰¹⁴ Legal Fellows ("Fellows") in PCSB's Washington, DC office for the period commencing October 6, 2014 and ending on September 30, 2015.

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) PCSB is an independent government agency that was established by the D.C. School Reform Act of 1995, currently codified at D.C. Code §§ 38-1802 *et seq.*
- (C) PCSB and Georgetown Law Center wish to create opportunities to train recent Georgetown Law Center graduates in education law and policy.

II. Duties of the Fellow:

The Fellows will:

- (A) Draft amendments to charter school agreements;
- (B) Draft correspondence regarding PCSB Board actions;
- (C) Attend monthly PCSB Board meetings and draft meeting minutes for each meeting;
- (D) Research legal and other issues as needed and draft findings; and
- (E) Complete other assignments as needed.

III. Undertakings of the Parties:

- (A) The Fellows shall be employees of PCSB. The Fellows shall receive salary and such benefits for which they are 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 \$40,000 to be used solely towards the salary paid by PCSB to the Fellows. PCSB shall submit an invoice to Georgetown Law in this amount by October 30, 2014. 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 Fellows.
- (D) Nothing contained herein shall create an employment relationship between Georgetown University or Georgetown Law Center and the Fellows or a joint venture or other partnership agreement or arrangement between PCSB and either Georgetown University or Georgetown Law Center.
- (E) In listing the Fellows 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 University and/or 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.

IV. Term and Termination:

- (A) This agreement shall commence on October 6, 2014 and end on September 30, 2015 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 IV(C), upon termination, PCSB agrees to refund to Georgetown Law a prorated share of the \$40,000 that Georgetown Law paid toward the Fellows' salaries.
- (C) If either or both of the Fellows do not remain in the Fellowship for the full term of this agreement for any reason, the parties agree to make good-faith efforts to replace both or either of the Fellows with other Georgetown Law graduates. If they are unable to do so, and the PCSB representative responsible for the Fellowship states in good faith that the Fellow(s) resigned for reasons unrelated to PCSB, PCSB shall be under no obligation to refund the funds paid by Georgetown Law pursuant to this agreement. Otherwise, PCSB agrees to refund to Georgetown Law a prorated share of the \$40,000 that Georgetown Law paid toward the Fellows' salaries.

V. Miscellaneous Provisions:

- (A) 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.
- (B) The Fellows shall not have any legal rights arising out of this Agreement or be deemed to be a third party beneficiary of this Agreement.
- (C) 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.
- (D) 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.
- (E) 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 PCSB and Georgetown Law Center on the dates indicated below.

For: PCSB _____

For: Georgetown University Law Center

By:  _____

By:  DM
10/17/14

Date: 10/16/2014 _____

Date: 10/28/14 _____

Name: Scott Pearson

Thomas G. Clark

Title: Executive Director

Chief Financial Officer