

USC ROSSIER SCHOOL OF EDUCATION  
SERVICES AGREEMENT WITH ACCELERATED SCHOOLS

This Services Agreement (“Agreement”), dated as of this the May 10, 2021, is made by and between the UNIVERSITY OF SOUTHERN CALIFORNIA on behalf of its Center for Education, Identity and Social Justice, a California nonprofit corporation on behalf of its Rossier School of Education (“University” or “USC”) and Accelerated Schools, (collectively, “parties” and individually “party”) with the intent to have the “USC” provide Professional Development Workshops for Accelerated Schools.

1. PROGRAM TERM and ARRANGEMENTS The partnership is a one-year contract between the USC and Accelerated Schools totaling \$74,750. The project’s start date is May 17, 2021 and concludes May 16, 2022.

Accelerated Schools is responsible for providing access to people, data, space, as well as leadership to support this professional development workshop.

A detailed scope of work is included as an **Appendix A** describing USC’s Center for Education, Identity and Social Justice’s responsibilities and deliverables. Changes and substitutions must be agreed upon in writing by both the USC and Accelerated Schools.

2. PAYMENT  
The total cost is \$74,750.00 paid to USC in accordance with the following schedule; two payments: first payment by May, 31 2021, and second payment by November 30, 2021.
3. RESPONSIBILITIES OF USC. USC and the center are responsible for all materials, facilitation, coordination of the professional development modules. A detailed scope of work is attached, outlining the responsibilities of USC.
4. INTELLECTUAL PROPERTY. USC retains exclusive ownership and sole control over all its pre-existing materials. Further, USC shall have exclusive ownership of all right, title and interest in and sole control over any and all course materials, websites, program materials, data, systems, syllabi, know-how and the like, (collectively “Materials”) in any form generated, discovered, identified or created pursuant to this Agreement.
5. INDEMNIFICATION. UNIVERSITY shall indemnify, defend and hold harmless Accelerated Schools, its parent, subsidiary and affiliated corporations and their respective officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of reasonable attorneys’ fees and expenses actually incurred whether or not litigation be commenced) arising solely out of its or its agents gross negligence or willful misconduct in the course of rendering the services provided for herein, except for any loss, damage or expense arising from the negligence or willful misconduct of any Indemnitee.

ACCELERATED SCHOOLS shall indemnify and hold harmless (and at UNIVERSITY’s request, defend) UNIVERSITY and their officers, directors, trustees, employees or agents from any and all claims, losses, damages, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of reasonable attorneys’ fees and

expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage to any person or property resulting from the performance or failure to perform obligations hereunder by ACCELERATED SCHOOLS, its parent, subsidiary and affiliated corporations and their respective officers, directors, employees or agents.

6. CONFIDENTIALITY.

A. Definitions and Obligations. In addition to the Materials, during the Term, the parties may disclose to each other, orally or in writing, or a party may otherwise obtain, through observation or otherwise, Confidential Information (as defined below). During the Term and for a period of five (5) years thereafter, each party shall: (i) keep all Confidential Information confidential; (ii) restrict the use of Confidential Information to the intended purpose of this Agreement; and (iii) limit dissemination of Confidential Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this Section. “Confidential Information” shall mean all proprietary information concerning the parties unless specifically identified as “non-confidential,” including, but not limited to, all of the parties’ confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information. The parties expressly agree that each party shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual without the necessity of posting a bond, and shall be entitled to its reasonable attorneys’ fees and costs as a prevailing party. The foregoing shall be in addition and without prejudice to such rights that such party may have at law or equity.

B. Exclusions. The receiving party shall have no obligation of confidentiality and non-use with respect to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the receiving party, (ii) is obtained from a third party who had the legal right to disclose the information to the receiving party or (iii) the receiving party already possesses as evidenced by the receiving party’s written records predating receipt thereof from the disclosing party. In the event the receiving party becomes legally compelled to disclose any Confidential Information, it shall immediately provide the disclosing party with notice thereof prior to any disclosure, use its best efforts to minimize the disclosure of any Confidential Information and shall cooperate with the disclosing party should the disclosing party seek to obtain a protective order or other appropriate remedy.

C. Return of Confidential Information. The receiving party must return all Confidential Information in tangible form, including, but not limited to, all copies, translations, interpretations and adaptations thereof, immediately upon request by the disclosing party.

7. TERMINATION AND AMENDMENT. This Agreement may be terminated without cause upon thirty (30) days written notice by either party. In the event that either party fails to perform any of the terms, provisions, conditions or covenants contained herein, the

Agreement may be terminated with cause upon thirty (30) days' prior written notice to the breaching party subject to a reasonable opportunity to cure such breach. This Agreement may not be modified except by a writing signed by all the parties.

8. MISCELLANEOUS.

- A. Assignment. Neither of the parties shall assign its respective rights or obligations pursuant to this Agreement without the express written consent of the other party.
- B. Entire Agreement. This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to subject matter of this Agreement not expressly set forth herein are of no force or effect.
- C. Jurisdiction and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State, and shall be resolved by a court of competent jurisdiction located in the County of Los Angeles in the State of California. The parties expressly agree hereby to submit to the jurisdiction of such court(s), and waive any objection they might otherwise have to such jurisdiction and/or venue.
- D. Counterparts. This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.
- E. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.
- F. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.
- G. Notice. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the person and at the address specified below the signature block hereof and shall be effective upon receipt.
- H. Limitation of Liability. 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.
- I. Use of Names and Marks. Neither party shall have the right to use the name(s), trademarks, logos or other marks of the other without the express written permission of the owning party in each instance and in its ultimate discretion.

J. No Agency. It is expressly understood that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between parties and their employees, or agents, but rather is an agreement by and among independent contractors. Neither party shall be responsible for the obligations of the other nor have the authority to act on behalf or bind the other party.

K. No Warranties. The professional services of the University and the Center for Education, Identity and Social Justice contemplated herein are offered AS IS without warranty or guarantee of any kind. University expressly disclaims any implied warranties of any kind including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement.

I. BY EXECUTING THIS AGREEMENT, UNIVERSITY AND ACCELERATED SCHOOLS ACKNOWLEDGE THAT EACH HAS REVIEWED THE TERMS AND CONDITIONS SET FORTH THEREIN AND AGREES TO BE LEGALLY BOUND BY THEM.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first set forth above.

ACCELERATED SCHOOLS

UNIVERSITY OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dr. Mark Todd  
Title: Vice Provost of Academic Affairs

Address for Notice:

Address for Notice:  
University of Southern California  
University Park Campus, ADM 102  
Los Angeles, CA, California 90034-4019

**Vision**

Our professional development modules are guided by our vision that states, “We envision socially just and inclusive campuses, where students are prepared to be civically engaged citizens.” In particular, various modules will examine how multiple identities such as religion, ethnicity, race, gender, sexual orientation and disability, etc. intersect to foster shared values and democratic ideals. Grounded in primary and secondary research, we provide workshops and trainings, develop curricula and learning tools to engage the community in social justice activities and events.

As such we propose the following assessment and training modules.

Assessment: - survey to students, faculty, staff, and parents - document analysis - preliminary report	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-day session: - meet with constituent groups	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Full day session: Individual syllabi review per faculty (11 faculty)	\$10,000	2 trainers and participant materials, does not include travel expenses for trainer
Follow-Up Meeting per Faculty (11 faculty)	\$10,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-Day Session 1	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-Day Session 2	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-Day Session 3	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-Day Session 4	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Half-Day Session 5	\$5,000	2 trainers and participant materials, does not include travel expenses for trainer
Full-Day Summit	\$10,000	4 trainers and participant materials, does not include travel expenses for trainer



Should you have any questions please do not hesitate to contact us.

Sincerely,

Shafiqah Ahmadi and Darnell Cole

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