

**AGREEMENT BETWEEN
UPSTARTS: EDUCATION FOR THE REAL WORLD, INC. (hereafter UPSTARTS) AND THE
LULING INDEPENDENT SCHOOL DISTRICT (hereafter LISD)**

As part of Luling High School's expanded Alternative Learning Center program, a primary purpose of which is to address the needs of LHS's non-traditional learners and at-risk youth, Upstarts will partner with LHS staff to develop and implement a academic support/skills training program for up to 40 LHS students each semester and provide the associated professional development required to ensure sustainable success.

This will include the following commitments by each party:

COMMITMENTS OF UPSTARTS

As part of the Upstarts/ALC Partnership, Upstarts will provide:

Professional Development

- 1) In-depth Professional Development for ALC staff relative to their work with at-risk youth through this program as well as strategies to integrate real world skills training into coursework and TAKS preparation. Training Sessions will begin during the summer of 2010 and continue throughout the school year. These sessions will be adapted to the specific needs of the educator(s) involved.
- 2) Professional development for designated LHS teachers and staff relative to their work with at risk students will be available as deemed necessary by LHS administration. These may include, but are not limited to, engaging strategies to incorporate real world skills training into all classrooms. Minimum quarterly presentations are recommended. More frequent sessions will be available as required.
- 3) Professional Development and support for ALC instructors, tutors and mentors including LHS staff assigned to the ALC program, community volunteers and college students that are recruited through grant programs to provide individualized student support.
- 4) Upstarts will provide an online training manual, an online technology platform and the professional development related to those products to ensure sustainability for the 2010-11 school year and beyond.

Student Internships/Community Development

- 5) Upstarts will assist in recruitment and placement of up to 40 students, including student/parent presentations and interviews
- 6) Upstarts will develop and support interest-based student internships in the Luling community of approximately 20 hours per week
(Note: The date upon which students enter their internship and the number of hours they work will be based on their course credit requirements and grades. Students will not enter internships until they have achieved the number of credits and GPA deemed appropriate by LHS staff)
- 7) Upstarts will provide individual support programs for each student intern, including:
 - ongoing job related support to ensure success
 - targeted job related skills training via the Luling Marketplace Community Development project
 - targeted academic support/test preparation
 - college preparation support as required
 - stipend(s) and/or scholarship(s) for successful completion of internship
 - Individual student "resumes" detailing experiences and accomplishments
- 8) Upstarts will provide ongoing Human resources support for the internship site managers
- 9) Upstarts will provide stipend and/or scholarship for each student upon successful completion of each semester's internship
- 10) Upstarts will assist in the development of community support for LISD schools and students via internships, guest speakers in classrooms, the Luling Marketplace Community Development project and promotional presentations to community groups

Funding & Community Support

- 11) Upstarts will recruit the additional funding necessary to implement the program at LHS (projected \$160,000.00) via foundation/corporate grants as well as individual, business and governmental sponsorships of student internships and other individual & in-kind contributions to the program.

Tracking and Reporting

- 12) Upstarts will provide systematic reports, student tracking and program evaluations as agreed upon by both parties

COMMITMENTS OF LULING INDEPENDENT SCHOOL DISTRICT

As part of the Upstarts/ALC partnership, LISD staff will provide

- 1) Appropriate student participants (projected up to 40) as determined by LHS administration
 - 2) Student recruitment interviews, including parent discussions (Upstarts will support this effort)
 - 3) Required core academic curricula via online courses
 - 4) Course credit for student internships
 - 5) Staff support in design and implementation of project
 - 6) Required space and equipment including necessary computers and software licenses
 - 7) Payment of a total \$25,000 fee for services to Upstarts for the 2010-11 school year for professional development, project implementation, evaluation, funding development and sustainability staff training.
- The first payment \$12,500 shall be paid no later than August 15, 2010
The second payment of \$12,500 shall be paid no later than January 15, 2011

CONSIDERATIONS

TIMEFRAME

The timeframe for the execution of this Agreement will be from the first day of August of 2010 until the thirtieth day of June of 2011. Nevertheless, the parties may agree upon the reduction or amplification of this timeframe as required.

INTELLECTUAL PROPERTY:

All original information, materials, and products developed by Upstarts staff pursuant to this contract shall be the property of Upstarts.

MODIFICATION:

Any changes that will affect this contract, will be made in common agreement by both parties and will be made in writing in the form of an addendum to this document and subscribed to by the parties.

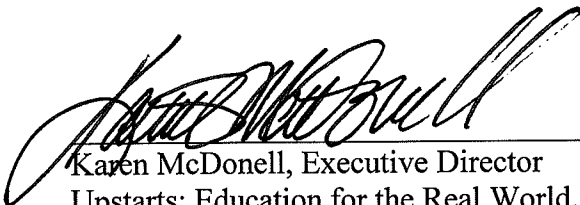
TERMINATION OF THE CONTRACT:

The present agreement may be terminated under the following conditions: a) by mutual consent of both parties; b) that if it is impossible for either one of the parties to continue executing its role; c) for noncompliance with some part of the stipulated obligations in this same agreement; d) by disposition of legal order or order of an equivalent authority; e) by unforeseeable circumstances. If termination is required by Upstarts, Inc. and payment has already been made by LISD, a prorated fee will be reimbursed to LISD within 60 days of the signed termination agreement.

Signatures affixed below indicate agreement to the terms and conditions stated herein:

David Davis, Luling ISD Superintendent

Date



Karen McDonnell, Executive Director
Upstarts: Education for the Real World, Inc.
PO Box 310673 New Braunfels Tx 78131
830 237 9212
karen@upstarts-tx.org

7/22/10

Date