

AGREEMENT

This Agreement is made this 15th day of MAY, 2017, by and between MILPITAS UNIFIED SCHOOL DISTRICT, with an address located at 1331 East Calaveras Blvd, Milpitas, CA 95035 ("School" or "District"), the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089 ("USC") and 2U, Inc., a Delaware corporation with an address located at 8201 Corporate Drive, Suite 900, Landover, MD 20785 ("2U"), acting on behalf of USC.

WHEREAS, USC offers masters degree programs to its students in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, 2U supplies the technology platform that enables delivery of the USC Rossier Online programs, facilitates online student and faculty interaction, and provides other support services to USC; and

WHEREAS, USC may fulfill its obligations set forth below with respect to the online program through 2U and 2U's provision of support services to USC;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District may agree to host one or more teacher candidates as Observation Students, Research Students and/or Student Teachers. The School/District shall facilitate opportunities for Observation Students and Research Students to observe School/District students, and/or Student Teachers to teach well-planned lessons mediated by Guiding Teachers (defined below), all to occur during the School's/District's operating hours. Opportunities may also include interviewing teachers, school leaders, students and other members of the school community.

2. Placement Opportunities.

(a) USC will request placements for its students. Each request shall identify the particular student (or, for groups of students, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the student group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC (including through 2U).

(b) USC shall identify prospective Observation Students to the School/District for potential placement (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.

(c) USC shall identify prospective Research Students to the School/District for potential placement (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.



(d) USC shall identify prospective Student Teachers to the School/District for potential placement (*i.e.*, "Guided Practice") within the School/District. USC shall supply the prospect's name, relevant background information and type of assignment appropriately matching the prospect's needs; and, in conjunction with the School/District as set forth in Section 3(a) below, recommend School/District teachers to be Guiding Teachers (as defined below) for such Student Teacher prospects. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Student Teachers, the length of assignments, and the distribution of assignments.

(e) The School/District agrees to use good-faith efforts to place teacher candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Observation Student, Research Student, and/or Student Teacher assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of teacher candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any teacher candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School's/District's recommendations, USC's observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the teacher candidate (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Compliance with California Law.

(a) *Background Investigations.* (i) USC shall ensure that all Student Teachers being hosted by the School/District have obtained a Certificate of Clearance from the State of California in accordance with the California Education Code prior to commencing any assignment as a Student Teacher at the School/District. (ii) The School/District may impose requirements upon teacher candidates in addition to those required by the State of California and the California Education Code to obtain a Certificate of Clearance (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to teacher candidates, and shall advise teacher candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the teacher candidate, the School/District shall have the right to reject any teacher candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.



(b) *Credential Seeking Candidates.* Any credential seeking USC Student Teacher shall be required to sit for and pass applicable, subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher's completion of his or her guided learning assignment, USC or 2U shall pay an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher's guided learning assignment. The School/District agrees that USC/2U (as applicable) may require Guiding Teachers to submit reasonable documentation to USC/2U (as applicable) prior to USC/2U (as applicable) making payments hereunder.

(b) USC and 2U shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC/2U (as applicable) to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC/2U (as applicable) for any such payment(s). For the avoidance of doubt, in the event that USC/2U makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from this Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC/2U (as applicable) shall pay the corresponding honorarium on a pro rata basis.

(d) USC and 2U shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of this Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording pervasively throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any teacher candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require teacher candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to teacher candidates) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (i.e., under the age of legal competence). The School/District may provide reasonable assistance to teacher candidates in obtaining signatures on such forms.

7. No Employment Relationship of Teacher Candidates.

(a) Teacher candidates are students, and not employees of USC, 2U or the School/District. As such, they are not covered by USC's, 2U's or the School's/District's workers' compensation policies.

(b) Teacher candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC, 2U or the School/District. Teacher candidates shall not displace any School/District employee.



(c) The School/District shall provide in writing any requirements for teacher candidates to obtain and maintain personal liability insurance coverage. USC shall communicate to teacher candidates any such School/District coverage requirements, provide reasonable assistance to teacher candidates in obtaining such coverage, and facilitate teacher candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

8. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any teacher candidate(s) upon program completion, but is under no obligation to do so. Should the School/District hire any teacher candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 8(b) shall survive the expiration or termination of this Agreement for any reason.

(c) Neither USC nor 2U shall request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC or 2U request any teacher candidate to share any protected School/District data (whether about School/District students or personnel) with USC or 2U.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

9. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

10. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

11. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC and 2U, their employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of



USC, its employees, agents or representatives.

(c) Indemnification by 2U. 2U shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of 2U, its employees, agents or representatives.

12. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

13. Term, Termination and Renewal. The Term of this Agreement shall be from the date of the School's/District's signature set forth below through June 30, 2020. Unless any party terminates this Agreement pursuant to this Section 13, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1st thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a teacher candidate pursuant to Section 2(e) above, the School/District shall permit current teacher candidates to complete the current school year at the time of any such termination.

14. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If the School/District:* Milpitas Unified School District, Human Relations, 1331 East Calaveras Blvd, Milpitas, CA 95035; attention: Tabitha Kappeler-Hurley, Director of Human Relations; Facsimile No. (408) 635-2600.

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

(c) *If to 2U:* 2U, Inc., attention: Office of the General Counsel, attention: General Counsel, 2U, Inc.; 8201 Corporate Drive, Suite 900; Landover, MD 20785; Facsimile No. (240) 667-7844; *with a copy to:* Skadden, Arps, Slate, Meagher & Flom LLP, attention: Steven J. Daniels, Esq.; 920 N. King Street, Wilmington, DE 19801; Facsimile No. (302) 552-3240.

15. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill), from causes of action of any kind, including contract, tort or otherwise, even if the party at fault or in breach has been advised of the possibility of such damages.

16. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of



this Agreement will remain in full force and effect.

17. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the Parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents.

18. Waiver of Jury Trial. The parties hereby irrevocably and unconditionally waive any right(s) to trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

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| MILPITAS UNIFIED SCHOOL DISTRICT | UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION | 2U, INC. |
| Print Name: _____ | Print Name: _____ | Print Name: _____ |
| Signature: _____ | Signature: _____ | Signature: _____ |
| Dated: _____ | Dated: _____ | Dated: _____ |

