

Technology Integration and Support Plan Agreement
5-day Technology Integration Specialist – 2015-2016

Manhattan Beach Unified School District
325 S. Peck Ave
Manhattan Beach, CA 90266

1. AUTHORIZATION

The above-named entity (hereinafter referred to as "Client") hereby engages PlanetBravo, LLC, 1545 Sawtelle Blvd #31, Los Angeles, CA, as an independent contractor for the specific purposes of providing the following at Manhattan Beach Middle School (the "School"):

- a) A professionally-trained instructor and technology integration specialist to work with teachers in their classrooms, focusing on integration of technology and professional development.

Services Provided:

- Online teacher assessments to help design customized training plans for each teacher based on strengths and improvement areas.
- Individualized and small group training sessions for classroom integration of iPads and other technology tools.
- In-class assistance and demonstration of integration practices.
- On-going exposure to the latest releases in educational technology.
- Weekly progress logs for keeping track of teacher development data.

The Client hereby authorizes PlanetBravo, LLC to collect information about technology systems at the School by means and at times agreed upon by both parties, including but not limited to: online and traditional surveys for faculty and staff; interpersonal meetings prearranged with School faculty and staff; and personal computer inspection in order to provide the foregoing services.

2. DEVELOPMENT AND DELIVERY

The PlanetBravo professional development matrix and benchmarks has been developed by the **Academic Team** of PlanetBravo, LLC. The resources, tools, and lessons are revised regularly based on teacher input and classroom needs. The technology lessons in each classroom with the teacher will be aligned with the course work as closely as possible, and will focus on developing technology skills in students and teachers.

TECHNOLOGY INSTRUCTION AND INTEGRATION:

Program begins:	Effective Date: July 1, 2015
Program ends:	End Date: June 10, 2016 (39 total weeks)
No program weeks:	Jul. 1-Aug. 21 Nov. 23-27 Dec. 21-Jan. 1 February 15-19 April 4-8
Positions:	Technology Integration Specialist – 39 weeks <ul style="list-style-type: none">• M-F, 8am-4pm
Cost:	Integration Specialist: \$67,000 (39 weeks)

3. STAFFING AND SCHEDULING

Staffing:

Technology Integration Instructor: For five (5) days each week, PlanetBravo will also provide a hands-on Technology Integration Instructor to work alongside faculty and staff. This instructor will oversee day-to-day adherence to the Technology Plan in the classrooms. The instructor will coordinate schedules with classroom teachers for pull-out instruction, as well as modeled instruction with their students. The assistance in planning and facilitating integrated technology-based instruction is this person's primary responsibility.

Any days of lost classroom instruction due to the absence of the Technology Integration Instructor will be made up by PlanetBravo. All PlanetBravo staff are fingerprinted and cleared through the Federal Bureau of Investigation and the California Department of Justice. All staff must comply with any school or District policies. The approved instructor will be at the School during the times designated on each scheduled day. "Make-up days" on a non-instruction day cannot be arranged if caused solely by the actions of the School or Client.

4. ASSESSMENT AND EVALUATION

PlanetBravo, LLC will conduct an evaluation of its work twice during the school year. The evaluation will consist of a face-to-face meeting with a member of the School designated by the Client and a collection of submitted surveys. "Next steps" will be outlined during the meeting, as well as benchmarks for continued delivery and implementation of PlanetBravo's services hereunder.

Client may contact PlanetBravo at any time with feedback or questions. Contact may be made through phone: 310-443-7607 or email: team@planetbravo.com.

5. LICENSES, COPYRIGHTS AND TRADEMARKS

Software may be provided to Client by PlanetBravo for use on Client's devices. Such software is licensed to PlanetBravo for the duration of Contract and may not be transferred, traded or sold by Client. Software may be utilized by School students during non-PlanetBravo instruction days while installed on Client computers.

The Client unconditionally guarantees that any software or media (text, graphics, sound or photos) already present on client computers for use by PlanetBravo's instructors are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. Due to the educational nature of this project, PlanetBravo is aware that the Fair Use Law applies to many uses of the forms of media listed above, and will responsibly abide by guidelines set by Federal Law.

6. MAINTENANCE AND REPAIR INDEMNITY

The Client understands that any use of computer technology carries the risk of malfunction and/or data corruption and PlanetBravo does not possess or guarantee protection from such threats. Protection against "malware" (including, but not limited to viruses, trojans, spyware, adware, and worms) is the sole responsibility of the Client. PlanetBravo will make every effort to educate users as to proper and safe uses of computer technology, but does not guarantee against malfunction and/or data corruption.

Client and School are ultimately responsible for the replacement of the computers and related hardware used at the School. PlanetBravo staff will do everything in their power to maintain a clean and efficient program with functioning technology, but reserves the right to request computer

maintenance when needed. PlanetBravo agrees to follow the protocol for district maintenance requests provided by Client.

7. PAYMENTS

Payments must be made promptly based on the terms of this Agreement (see payment schedule below). All payments are to be made within 10 calendar days of the dates provided in the payment schedule. In a case where collection proves necessary, the Client and PlanetBravo agree to pay their respective fees. This Agreement becomes effective only when signed by PlanetBravo, LLC and Client. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Los Angeles County, California, and any dispute will be litigated or arbitrated in Los Angeles County, California and the Client hereby consents to the personal jurisdiction of the California State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

8. PAYMENT SCHEDULE

Payment for services provided hereby shall be made in accordance with the conditions contained in this Contract. Client and PlanetBravo, LLC agree that the services described in this Contract shall be completed for a total of **\$67,000** for the span of support (July 1, 2015 through June 10, 2016). The rate for this agreement is \$16,750.00 for each quarterly payment for services rendered.

Payment Schedule is agreed upon as follows:

Due August 15, 2015:	\$16,750.00
Due October 15, 2015:	\$16,750.00
Due January 15, 2016:	\$16,750.00
Due March 15, 2016:	\$16,750.00

9. COMPLETION DATE

The Completion Date of the integration support outlined in this Contract will be June 10, 2016. Client may terminate this agreement and the use of PlanetBravo's services at any time without cause and without further obligation to PlanetBravo except for payment due for services rendered prior to date of such termination. Any payments collected up to that date are non-refundable.

10. LEGAL NOTICE

PlanetBravo warrants that: a) PlanetBravo's agreement to perform the services hereunder does not violate any agreement or obligation between PlanetBravo and a third party; b) the services provided by PlanetBravo and the course curriculum developed will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and c) the services provided by PlanetBravo will be performed in a professional manner, and shall be of a high grade, nature, and quality. The services will be performed in a timely manner and will meet deadlines agreed between Client and PlanetBravo. In a case where services are not performed in a timely manner and the mutually agreed upon deadlines are not met by PlanetBravo, the Client reserves the right to withhold payment until the agreed upon services are delivered.

PlanetBravo agrees to indemnify, defend, and hold Client and its successors, officers, directors, agents, and employees harmless from any and all actions, causes of action, claims, demands, cost,

liabilities, expenses, and damages arising out of, or in connection with, any breach of this agreement by PlanetBravo.

Notwithstanding anything to the contrary contained in this Contract, neither PlanetBravo, LLC nor any of its employees or agents, warrants that the services provided hereunder will be uninterrupted or error-free. In no event will PlanetBravo, LLC be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by third parties or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to maintain School computers.

11. THIS AGREEMENT

This Agreement constitutes the sole agreement between PlanetBravo, LLC and the Client regarding this Technology Integration and Support Plan.

Any additional work not specified in this Contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and PlanetBravo, LLC. All prices specified in this Contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new Agreement.

PlanetBravo is an independent contractor of Client. Nothing in this agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Client's sole discretion to terminate this Agreement at any time without cause. PlanetBravo further agrees to be responsible for all of PlanetBravo's insurances, payroll, taxes, etc.

Both parties agree to negotiate the next contract before **June 30, 2016**.

The undersigned hereby agree to the terms, conditions, and stipulations of this Agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

PlanetBravo, LLC

By:  _____

Date: 06/08/15