



Instruction Partners Partner Service Agreement

Millington Municipal Schools

2022–2023 school year

(Early Literacy support)



Instruction Partners

Partner Services Agreement

A. The Parties.

1. **Instruction Partners, Inc.** ("Instruction Partners").
2. **Millington Municipal Schools** ("Partner").

B. Term.

Agreement will begin on July 1, 2022 and terminate automatically on June 30, 2023.

C. Services.

During the term of the Agreement, Instruction Partners will provide the following services:

Early Literacy Support across the district and the K-2 grade band, in the 2022-23 school year:

1. Eight (8) virtual District Planning sessions *(two (2) hours each)*
2. Twenty-four (24) virtual Instructional Coach Support sessions *(one (1) hour each)*
3. Two (2) rounds of observing and collecting evidence across grades K-2, focused on foundational skills
 - a. One (1) in-person walkthrough
 - b. One (1) virtual walkthrough
 - c. Two (2) virtual sessions for action planning
4. One (1) on-site day of Early Literacy support *(five (5) hours each)*

D. Financial Arrangements.

1. **Compensation:** \$39,682.00 for the above deliverables.
2. **Payment Schedule:** Payable within thirty (30) days after submission of an invoice by Instruction Partners.
3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
September 15, 2022	\$19,841.00
January 16, 2023	\$19,841.00



E. General Terms and Conditions.

The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

F. Contact Information.

Instruction Partners

Program Contact

Jabari Sims
Executive Director, District Partnerships
jabari.sims@instructionpartners.org
832.259.9314

Financial Contact

Suzette Johnson
Director of Accounting
Instruction Partners
604 Gallatin Ave., Suite 202
Nashville, TN 37206
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931.413.9692

Program Contact

Jacob Shiffrin
Director of Instructional Support
jacob.shiffrin@instructionpartners.org
314.743.6681

Contracting Contact

Alexandra Clay
Partnership Engagement Lead
alexandra.clay@instructionpartners.org
281.692.4185

Millington Municipal Schools

Program Contact

Audrey Poston
Senior Academic Advisor K-6
aposton@millingtonschools.org
901.873.5692

Billing Contact

Audrey Poston
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901.873.5692
5020 2nd Ave
Millington, TN 38053



G. Signatures.

Instruction Partners

Jabari Sims

Authorized Signature

Signatory: Jabari Sims

Title: Executive Director, District Partnerships

Email Address: jabari.sims@instructionpartners.org

Date: 06 / 10 / 2022

Millington Municipal Schools

Authorized Signature

Signatory: Audrey Poston

Title: Senior Academic Advisor K-6

Email Address: aposton@millingtonschools.org

Date:



General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days' written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days' written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners' discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is cancelled due to weather, school-level emergencies, or public health concerns Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all "aggregate data". For these purposes, "aggregate data" means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use "aggregate data" for (i) conducting analysis, (ii) publishing and/or publicizing results and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without prior written consent of Instruction Partners, any rights to use any trademarks, trade names or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days' prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and any reimbursable expenses properly incurred and documented by Instruction Partners prior to the effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.



IV. Certain Agreements.

Instruction Partners agrees that in providing the services it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise and so is not making any representations or warranties, express or implied, with respect to the services and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying and the Partner therefore acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner’s officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of the Instruction Partners services.

VI. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

VII. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

VIII. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.