

PARENTS UNION LOCAL CHAPTER AGREEMENT

This Parents Union Local Chapter Agreement (the "Agreement"), dated _____, is entered into by and between Parent Revolution (d.b.a. The California Parents Union), a California Public Benefit Corporation (the "Union"), having an office at 315 W. 9th Street Suite 1000, Los Angeles, California 90015, and _____, a _____ (the "Chapter"), having an office at _____.

Statement of Purpose

- A. The Union is a California public benefit corporation dedicated to organizing parents of public school children and empowering them to transform low-performing public schools and improving educational opportunities for all children;
- B. The Chapter desires to form an independent local chapter of the Union in order to carry out the Union's mission in the Chapter's local schools; and,
- C. The Union desires to permit the Chapter to use the Union's name and other intellectual property in exchange for operating within the Union's "Guiding Principles and Chapter Rules" attached hereto as Exhibit A (the "Rules") and the mutually agreed upon "Chapter Action Plan" attached hereto as Exhibit B (the "Plan").

Agreement

The parties agree as follows:

1. Grant of Rights.
 - 1.1. The Union grants to the Chapter a non-exclusive license to use the "Parents Union" and "Parent Revolution" name, logo, and other intellectual property that may be provided to the Chapter from time to time by the Union.
 - 1.2. The Union agrees to make available to the Chapter such programs and materials as the Union makes available to its chapters from time to time. This may include training materials, training, access to web tools and technology as well as organizing expertise and effort.
 - 1.3. The term of the license granted hereby shall be effective immediately and shall continue until terminated in accordance with the provisions of this Agreement.
2. Termination.

- 2.1. Either party may terminate this Agreement for no reason or for any reason upon 5 days' written notice to the other party.
 - 2.2. The Union may terminate this Agreement immediately for any breach by the Chapter of this Agreement or the Rules.
 - 2.3. Upon termination of this Agreement, all rights granted to the Chapter under this Agreement shall immediately revert to the Union, the Chapter shall immediately cease using the Union's name and other intellectual property, and the Chapter shall promptly return to the Union all materials (including any and all copies thereof) that the Union has provided to the Chapter.
3. Covenants and Agreements of the Chapter.
- 3.1. In consideration for the licenses granted hereunder, the Chapter agrees that it will cause itself either to be maintained as a California public benefit corporation or to be registered with the California Secretary of State as a nonprofit unincorporated association.
 - 3.2. The Chapter agrees that it will adhere to the Union's Rules.
 - 3.3. The Chapter agrees that it shall operate solely within California and that it will comply with all applicable federal, California, and local laws.
 - 3.4. The Chapter may choose any internal organizational structure it wishes provided that such structure complies with all requirements of California law and with the Rules.
 - 3.5. The Chapter acknowledges and agrees that its finances shall be completely independent from the finances of the Union, and the Chapter shall keep complete and accurate records of its income and expenses ("Financial Statements"). The Chapter shall promptly furnish to the Union all regularly compiled Financial Statements, tax returns, and any audit reports.
4. Enforcement of Intellectual Property Rights.
- 4.1. The Chapter shall notify the Union in writing of any actual or reasonably suspected infringement or misuse of any of the Union's intellectual property, and the Chapter shall cooperate with the Union in taking appropriate action to the extent reasonably requested by the Union.
 - 4.2. The Union shall have the right, in its sole and absolute discretion, to institute and prosecute an action for infringement of any of its intellectual property. Such lawsuit will be prosecuted solely at the Union's cost and expense and will be directed solely by the Union. All sums recovered in any such lawsuit

will belong solely to the Union. The Chapter agrees to assist the Union in the enforcement of the Union's rights in its intellectual property.

- 4.3. The Chapter shall furnish to the Union copies of all materials the Chapter makes available to the public and copies of all materials on which the Union's name, logo, or other intellectual property appears.
5. Indemnification. The Chapter shall defend, indemnify, and hold harmless the Union, its successors, assigns, officers, directors, employees, and agents from any and all claims, causes of action, losses, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any breach of this Agreement or the Rules by the Chapter.
6. Marking. The Chapter shall use the symbol "®" for the Union's trademarks that have been registered with the United States Patent and Trademark Office.
7. Assignability.
 - 7.1. The Chapter may not assign or sublicense any or all of its rights or delegate any of its duties under this Agreement without the written consent of the Union, which consent may be withheld in the Union's sole and absolute discretion. Any attempted assignment or sublicense by the Chapter in violation of this provision shall be void.
 - 7.2. The Union can assign its rights under this Agreement without any approval by the Chapter.
8. Arbitration.
 - 8.1. *Binding Arbitration*. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, in accordance with then-existing rules of JAMS, as modified or supplemented under this Section 8. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate state or federal court in Los Angeles, California.
 - 8.2. *Proceeding*. To initiate arbitration, either party will file the appropriate notice at the offices of JAMS in the city of Los Angeles, California. The arbitration proceeding will take place during a period not exceeding 60 days at the facilities of an arbitral institution located in Los Angeles, California. One neutral arbitrator agreed to by the parties will conduct the arbitration. The fees of the arbitrator initially shall be divided evenly between the parties.

9. Notices. Any notice or other communication to be given or sent to the other party hereunder must be in writing and shall be sent by personal delivery, registered or certified mail, return receipt requested, or by overnight (or two (2) day) air express (with the exception of statements and payment, which may be sent First Class mail) to such party at the address set forth on page 1 above, or to such other address as either party may hereafter send to the other party by like notice.

10. No Joint Venture or Partnership. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, and the Chapter shall have no power to obligate or bind the Union to any third parties in any manner whatsoever.

11. Miscellaneous.

11.1. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties.

11.2. This Agreement (including any documents referred to herein) constitutes the entire agreement between the Chapter and the Union and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, with respect to the subject matter hereof.

11.3. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.

11.4. This Agreement shall be deemed to have been made in California and its validity, construction and effect shall be governed by the laws of the State of California applicable to agreements wholly performed therein. The exclusive venue for any action, suit or proceeding arising from or based upon this Agreement shall be in Los Angeles County in the State of California.

11.5. If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement unless essential to the intended purpose of this Agreement

11.6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

The Union:

PARENT REVOLUTION (d.b.a. The California Parents Union)
a California public benefit corporation

By:
Its:

The Chapter:

[**ENTITY**]

By:
Its:

Exhibit A

Guiding Principles and Chapter Rules

1. Because the state of K-12 education in California is unacceptable, because parents hold their children's education as a top priority and because the interests of children in California are often sacrificed in favor of adult interest the Parent Revolution, (d.b.a. California Parents Union [CPU]) helps parents organize and fight to improve educational opportunities for their children and all children. This agreement signifies the Chapters commitment to work towards achievement of these goals.
2. The guiding principle for the CPUs work is whether a project, position or activity is good for children's education. By this agreement the Chapter agrees to abide by this "Kids First" principle.
3. The Chapter agrees to actively promote a 'Kids First' agenda in education at their school by identifying and fighting for key issues and building a broad based Chapter membership representative of the students at the school.
4. The CPU is an organization that abides by principles and practices of inclusivity and non-discrimination based on race, religion, ethnicity, language, sexual orientation or national origin. As a Chapter of the CPU Chapter agrees not to engage in activity that is discriminatory, defamatory or otherwise brings discredit to the CPU and the other Chapters.
5. The Chapter shall identify and maintain contact data regarding members occupying standardized roles within the Chapter leadership team and make these available to the Union. An organization may choose whatever internal structure it wishes as long as standardized CPU roles (e.g. Coordinator, Data Coordinator, Media Coordinator, Logistics/Materials, Training, and Research/Policy) are filled.
6. The Chapter shall share all Chapter data with the CPU.
7. The Chapter agrees to make a good faith effort participate in the overall organizing efforts of the CPU and to participate in activities such as organizer, data or media trainings.
8. If not otherwise legally constituted the Chapter will file such documents as needed to establish and maintain status as an unincorporated nonprofit organization.

Chapter Action Plan (Sample)

A standard aspect of parent union chapter formation is the agreement to an initial action plan between the chapter and cpu. The purpose of this plan is to focus the attention of both parties on the practical work of moving forward on an action plan at the school that promotes better educational opportunities for students. The plan may be very rough or detailed as meets the needs of the parties at the time and it will certainly be modified over time. While it is necessarily flexible it signals the immediate direction that chapter work will take and is a serious commitment by both parties.

1. The Chapter and CPU agree that the priority for the next three months is expansion of Chapter membership and the survey of parents at the school to find out what parents see as the key issues affecting their children's education.
2. Chapter agrees to organize activities to expand active membership to 50 members by July 1st, 2011
3. Chapter agrees to survey at least 50% of the parents in the school by July 1st, 2011.
4. CPU staff agrees to support Chapter in the fulfillment of these goals through training and technical support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

The Union:

PARENT REVOLUTION (d.b.a. The California Parents Union)
a California public benefit corporation

By:

Its: Staff Organizer

The Chapter:

[XYZ Elementary School Parent Union]

By:

Its: Chapter Coordinator