

## EXPANDED LEARNING TIME

### NON-BINDING LETTER OF INTENT OF PARTNERSHIP

This Expanded Learning Time Letter of Intent of Partnership (the “LOI”), dated as of this 9th day of November 2015 is between Citizen Schools, Inc., a Massachusetts corporation with its principal place of business at 308 Congress Street, 5th Floor, Boston, MA 02210 (“Citizen Schools”) and The New Haven Public Schools having a principal place of business at 54 Meadow St., New Haven, CT 06519 (the “Collaborator”).

#### Introduction

Citizen Schools is a national nonprofit provider of an expanded learning time program (the “ELT Program”).

Citizen Schools and the Collaborator desire to work together to implement the ELT Program (the “Partnership”) for the 5<sup>th</sup> and 6<sup>th</sup> grade students at three schools, currently targeting the [Clinton Ave, Bishop Woods and Wexler Grant Schools] (the “Program Sites”) and this LOI sets forth the principal terms on which the Partnership will be implemented pursuant to a definitive agreement.

Citizen Schools and the Collaborator desire to commence discussions on the Definitive Agreement document with the goal of signing such Definitive Agreement no later than [April 15<sup>th</sup>, 2016]. The execution of such Definitive Agreement would be subject to total commitments of [\$2,178,500.00], which includes \$1,200 per pupil in district funding, approval by the Citizen Schools National Board of Directors and the opening of a regional office in Connecticut.

#### 1. Identification of Funding to Support Programming

The Collaborator will work to identify and commit sufficient public funding to support the ELT Program at the Program Sites. The Definitive Agreement shall reflect the Program cost at a rate of [\$1200]/pupil.

Citizen Schools will work to identify the private funding required to launch operations in the State of Connecticut and serve the Program Sites.

#### 2. Formal Public Announcement re Citizen Schools and District Partnership

Neither Citizen Schools nor the Collaborator shall make any public announcement in respect of this LOI or the Partnership contemplated hereby or otherwise communicate

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with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement or an announcement regarding the execution of the Definitive Agreement.

## **2. Commitment of Citizen Schools and District/School Leaders Staff Time**

Both Citizen Schools and the Collaborator will allocate the staff time required to: (1) execute activities associated with obtaining the public and private funding commitments required by both parties prior to executing the Definitive Agreement, and; (2) engage in preliminary discussions with school leadership regarding the school partnership planning process with respect to the ELT Program to formally launch upon execution of the Definitive Agreement.

## **3. Non-Binding LOI.**

This LOI shall not constitute a legally binding obligation of the parties hereto with respect to the discussions regarding, or execution of, the Definitive Agreement or otherwise. Any other legally binding obligation with respect to the Partnership contemplated by this LOI shall exist only upon the execution and delivery of the Definitive Agreement and all rights and obligations of the parties shall be governed by such Definitive Agreement. Accordingly, either party is free to abandon negotiations regarding the Partnership contemplated by this LOI at any time for any reason or for no reason, and the decision of either party to so abandon discussions shall not be subject to legal challenge by the other. This Term Sheet constitutes the entire agreement between the parties hereto and supersedes all other agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

*[Signature page follows]*

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IN WITNESS WHEREOF, the below parties hereby acknowledge their non-binding intent to proceed with the Partnership on the basis outlined in this LOI as of the date first written above.

CITIZEN SCHOOLS, INC.

By: \_\_\_\_\_  
Name: Emily McCann  
Title: President

THE CITY OF NEW HAVEN and NEW HAVEN PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Mayor Toni Harp  
Title: Mayor of the City of New Haven and President of the New Haven Board of Education

By: \_\_\_\_\_  
Name: Garth Harries  
Title: Superintendent of the New Haven Public Schools

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