

Board Office Use: Legislative File Info.	
File ID Number:	15-1035
Introduction Date:	06/10/2015
Enactment Number:	15-0927
Enactment Date:	06/10/2015



Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 06/10/2015
Subject: Professional Service Contract
Contractor: EDUCATION PIONEERS
Services for: 954-ENGLISH LEARNERS & MULTI-LINGUAL ACHIEVEMENT

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and EDUCATION PIONEERS, Oakland, CA, for the latter to provide: Draft and develop a 3-year strategic plan for English Language Learners in Oakland Unified School District, Engage educators, administration, and the community to ensure we're naming the right priorities in the plan, Support the Executive Director of English, Language, Learner & Multilingual Achievement (ELLMA) with additional engagements with senior-level staff, and support the ELLMA Office by project managing reclassification, external communication, budget clarification and additional initiatives and processes for the period of 09/08/2014 through 06/30/2015 in an amount not to exceed \$10,500.00.

Background:
 (A one paragraph explanation of why the consultant's services are needed.)

English Language Learners comprise over 30% of OUSD's student population, and our data indicates that OUSD is not serving them adequately. For example, in secondary, 93% of ELLs are reading multiple levers below grade level. Further, in 2012-13, only 49% of ELLs graduate with their cohort - among the lowest of any subgroup, while 32% dropped out - among the highest of any subgroup. This dire need calls for a plan to strategically define priorities and goals in order to accelerate outcomes for English Language Learners (ELLs) in a 3-year plan. Through this plan, educators across all OUSD departments will be empowered to take collective responsibility for the academic, linguistic, and social emotional needs of our ELLs.

Discussion:
 (QUANTIFY what is being purchased.)

Board Office Use: Legislative File Info.	
File ID Number:	15-1035
Introduction Date:	06/10/2015
Enactment Number:	15-0927
Enactment Date:	06/10/2015



Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$10,500.00.

\$10,500.00 General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work

Board Office Use: Legislative File Info.	
File ID Number	15-1035
Introduction Date	06/10/2015
Enactment Number	15-0927
Enactment Date	06/10/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

EDUCATION PIONEERS

This Agreement is entered into between _____ (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/08/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Ten Thousand Five Hundred Dollars and 00/100 Dollars (\$10,500.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: NICOLE KNIGHT
Site /Dept.: 954-ENGLISH LEARNERS & MULTI-LINGUAL ACHIEVEM
Address: 4551 Steele Street
Oakland, CA 94609
Phone: (510) 879-8601
Email: NICOLE.KNIGHT@ousd.k12.ca.us

CONTRACTOR:

Name: Todd Forsyth
Title: Program Manager
Address: 1625 Clay Street Ste#300
Oakland, CA 94612
Phone: 949-922-7714
Email: Accounting@educationpioneers.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

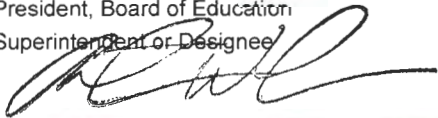
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

DEVIN DILLON

- President, Board of Education
- Superintendent or Designee



Secretary, Board of Education

CONTRACTOR

EDUCATION PIONEERS

Contractor Signature

Laidlaw Laurel, Program Manager

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of my services, the English Language Learner and Multilingual Achievement Office will be equipped with a strategic plan to support sites to drive and accelerate outcomes for English Language Learners across the district. In particular through implementation of the ELL Strategic Plan over the next 3-years, the percentage of English Language Learners in Oakland Unified School District will be on track to: graduate by 2020 will increase to 85% be reclassified annually will rise to 50% by 2020 meet 4-year University or College requirements by 2020 will increase to 60%

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

2014 EDUCATION PIONEERS ANALYST FELLOWSHIP AGREEMENT
Partner Agreement

This Education Pioneers Analyst Fellowship Agreement (“the Agreement”) is entered into as of _____ (the “Effective Date”), by and between Education Pioneers, Inc., a California nonprofit public benefit corporation (“EP”), and _____ (“the Partner”).

BACKGROUND

The Education Pioneers Analyst Fellowship (“the Analyst Fellowship”) is a full-time, ten month program where individuals (“Fellows”) intern with education organizations (“Partners”) and train under education leaders. The Analyst Fellowship begins in September and concludes in July. Over the course of the Analyst Fellowship, Fellows work on mission-critical projects for Partners and convene for a total of 12-14 full days (on business days) for training and professional development organized by EP.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term.

This Agreement shall commence on the Effective Date and shall be effective through and until the last day of a Fellow’s employment at the Partner in connection with the Analyst Fellowship or last day of a scheduled Analyst Fellowship event, which ever date is later.

2. Fellows Program Dates

Fellows will begin their 10 month Fellowship the week of September 8, 2014.

3. EP’s Obligations.

EP agrees to the following:

(a) **Fellow Recruitment, Selection, and Placement.** EP will recruit and select Fellows for the Analyst Fellowship and will facilitate the placement process of individual Fellows with the various partner organizations participating in the Analyst Fellowship. EP will make recommendations to the Partner with respect to hiring Fellows selected for the Analyst Fellowship, but it is ultimately the Partner’s decision whether to hire a specific Fellow to work for the Partner in connection with the Analyst Fellowship. EP agrees to use its best efforts to identify, recruit, and place Fellows who have the work ethic, intellect, and personality, and other attributes that allow the Fellow to complete the Analyst Fellowship successfully.

(b) **Fellow Training and Professional Development.** EP will design and lead a total of 12-14 days of full-day training and professional development programs (Convenings) on business days during the Analyst Fellowship, (all dates and locations to be determined by EP).

(c) **Partner Orientation.** EP will provide a Partner orientation in August of 2014. This event will cover best practices for creating a successful Analyst Fellowship experience for both Fellows and Partners.

(d) **Partner Management Support.** Upon notification from the Partner of any concerns regarding the ability of a Fellow to accomplish the tasks/projects assigned by the Partner, EP will consult and work with the Partner and provide support to help the Partner address its concerns.

4. Partner's Obligations.

The Partner agrees to the following:

(a) **Fellow Hiring.** The Partner will hire one or more Fellows who will intern with Partner for ten months starting the week of September 8, 2014 and conclude on the same day of the month in July 2015. Fellows may start earlier, but must be mutually agreed upon between the Partner and the Fellow. Fellows may only start at a later date if sign-off is obtained from Education Pioneers staff as this will be determined on a case-by-case basis.

(b) **Partner Application Process.** The Partners agree to complete the Partner application process using the application system provided by EP.

(c) **Project and Support.** The Partner will provide each of its Fellows with at least one mission-critical project with clear deliverables, which can be completed during the Analyst Fellowship. The Partner will also provide each of its Fellows with the administrative support and resources necessary to complete the project(s).

(d) **Fellow Placement Process Process.** The Partner will be presented with 1-2 candidates during the matching process. Discussions with candidates should consist of 1-2 meetings with hiring managers and/or Supervisors to confirm fit for the role and organization. Using Partners' and Fellows' preferences, EP will facilitate the optimal match. EP does not guarantee that Partner will be matched with the candidate it prefers. Matching discussions will not take place in person (unless the candidate and Partner are co-located), but if the Partner would like to conduct them in person, Partner will be responsible for all travel expenses and hold such matching discussions during the placement timeline outlined by EP.

(e) **Final Project Description.** Once a Fellow has been hired by the Partner, the Partner will work with the Fellow to finalize and submit a final project description to EP. The final project description is due to EP by the end of October 2014.

(f) **Supervisor.** The Partner will provide each Fellow with an experienced supervisor who will provide guidance and support to the Fellow during the Analyst Fellowship. The supervisor for each Fellow will be agreed upon in advance by the Partner and EP. In the event of a change in supervisor for the Fellow during the course of the ten month internship, the Partner agrees to notify EP in advance of this change.

(g) **Partner and EP Communication.** The Partner will schedule at least three to four formal check-ins with EP staff during the duration of the Analyst Fellowship. In the rare event the Partner has any concerns regarding the ability of a Fellow to accomplish the assigned tasks/projects, the Partner agrees to contact the local EP staff as soon as is reasonably possible. The Partner will allow EP will consult with the Partner and provide support to the Partner so that the Partner can address any issues with the Fellow. The Partner agrees that it will not terminate the employment of any Fellow without first providing EP with reasonable advance notice of its intent to do so and an opportunity to work with the Partner and the Fellow to address any concerns the Partner may have regarding the Fellow.

(h) **Partner Feedback.** The Partner will provide feedback via online surveys during the Analyst Fellowship. Surveys include the start of Fellowship survey, mid-year satisfaction survey, end of Fellowship survey, and 6 month post-Fellowship survey. Partner will complete and submit the surveys by the deadlines specified by EP.

(i) **Attendance of Fellows at EP Trainings and Professional Development.** The Partner agrees to discharge Fellow(s) to attend 12-14 days of training and professional development programs (Convenings) on business days during the ten month Analyst Fellowship. The dates and locations of all training and professional development programs will be determined by EP.

(j) **Showcase.** In the event that EP hosts a Showcase in a location where the Partner operates, the Partner agrees that one or more of its representatives will attend the Showcase event.

(k) **Compliance with Laws.** The Partner has the sole responsibility for complying with all applicable laws relating to the employer/employee relationship between the Partner and its Fellow(s), including, but not limited to, federal, state and/or local laws regarding wages, hours, worker's compensation, employment taxes, unemployment compensation, insurance, income tax withholding, and any other employer liabilities relating to the Partner's employment of each of its Fellows.

(l) **Fellow Benefits.** The Partner will allow the Fellow(s) it hires the opportunity to participate in the benefits programs it makes available to its full-time employees, including but not limited to vacation time/paid time off and health insurance, beginning their first day of employment.

5. Payments.

(a) **Payment to Fellow.** The Partner agrees to pay each Fellow it hires a total of \$4,500 in salary per month (less all applicable taxes and withholdings), resulting in a total gross payment of \$45,000 for a ten month internship. The Partner will pay each of the Fellows it hires directly in accordance with the Partner's regular payroll practices. The timing and frequency of such payments shall be made by the Partner in compliance with applicable law, and the Partner will issue an IRS Form W2 to each of the Fellows in connection with these payments.

(b) **Payment to EP.** In order to support a portion of the cost of operating the Analyst Fellowship, the Partner agrees to pay EP a fee of \$10,500 for each Fellow the Partner hires (the "Placement Fee"). This Placement Fee includes a \$3,150 non refundable payment to EP for each Fellow Partner hires. Upon execution of this Agreement and the placement of one or more Fellows with Partner, EP will invoice Partner based on the number of Fellows Partner hires. Partner agrees to pay the total Placement Fee for each Fellow it hires within 30 days of receipt of invoice, but in any event, no later than September 30, 2014.

(c) **Partner Reimbursement Policy.** In the unlikely event that a Fellow withdraws from the Analyst Fellowship or has his/her participation in the Analyst Fellowship terminated, EP will attempt to find a suitable replacement to complete the task/project the Partner had assigned to the Fellow. If no replacement is available, EP will refund a pro-rata portion of the \$7,350 refundable portion of the Placement Fee it received from the Partner based on the percentage of the Analyst Fellowship the Fellow completed prior to his/her withdrawal/termination from the Analyst Fellowship.

(d) **Fellow Travel Expenses.** Partner will pay all of its expenses related to attending mandatory EP professional development programs and training activities (Convenings), including but not limited to, costs for transportation and accommodations. The process for arranging and paying for a Fellow's travel to these events will be conducted via one of the following options (which appear in order of EP's preference):

1. The Partner pays directly for the Fellow's transportation and lodging, and the Fellow pays out of pocket for other incidentals. The Partner then agrees to reimburse the Fellow within one (1) month for all incidental expenses the Fellow incurs.
2. The Fellow purchases transportation and lodging and pays out of pocket for other incidentals. The Partner then agrees to reimburse Fellow within one (1) month for all transportation, lodging, and incidental expenses.

6. Publicity.

EP will provide information about the Partner on its website and printed in certain of its printed materials. Such information may include the Partner's logo and a link to the Partner's website. The Partner agrees to provide a link on its website to EP's website if

there is an appropriate section, as determined by Partner, devoted to partner organizations.

7. Copyright.

In terms of the copyright laws, Fellows are to be treated as employees of the Partner during the Fellows Program such that any creative works shall be treated as “works made for hire” owned by the Partner. However, the copyright in anything created by a Fellow exclusively for EP or jointly for EP and the Partner during the Fellows Program shall be owned exclusively by EP or jointly by EP and the Partner, as the case may be.

8. Termination.

EP or the Partner may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of a material provision of this Agreement, which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice from the non-defaulting party. For the avoidance of doubt, in the event that the Partner breaches this Agreement, terminates this Agreement (other than due to EP’s breach) or otherwise withdraws from the Fellows Program (with respect to some or all of the Fellows it hires):

- (a) Any time prior to the start of the Fellowship and Fellow placement has been confirmed, EP will bill the Partner for \$3,150 (the non-refundable portion of the total Placement Fee of \$10,500) with respect to each Fellow placed with the Partner affected by such breach, termination, or withdrawal.
- (b) After the start of the Fellowship, EP will bill the Partner for the total Placement Fee of \$10,500 with respect to each Fellow Placed with the Partner affected by such breach, termination, or withdrawal.
- (c) More than four (4) weeks prior to the start of the Fellowship and Fellow placement has not been confirmed, the Partner will not be billed for the total Placement Fee of \$10,500 with respect to each Fellow affected by such breach, termination, or withdrawal.

9. Indemnification and Hold Harmless Agreement.

(a) **The Partner** hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless EP and its officers, directors, employees, and agents (the “EP Indemnitees”) from and against any and all claims, liabilities, losses, costs, and/or expenses (including reasonable attorney’s fees) that the EP Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with this Agreement to the extent that such claims, liabilities, losses, costs, and/or expenses are the result of any (i) error, omission or negligent act of the Partner or any employee, agent, director or officer of the Partner or (ii) failure by the Partner to perform its obligations, covenants and agreements set forth herein. The Partner understands and agrees that its obligation to indemnify the EP Indemnitees includes, but is not limited to, any liabilities, losses, costs, and expenses (including reasonable attorney’s fees) that any or all of the EP Indemnitees may incur in connection with any

claims, allegations, demands, or the like that a Fellow may assert in connection with his/her employment with the Partner, including but not limited to claims concerning wages, harassment or discrimination. This paragraph 9(a) shall survive the termination or expiration of this Agreement.

(b) **EP** hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Partner and its officers, directors, employees, and agents (the “Partner Indemnitees”) from and against any and all claims, liabilities, losses, costs, and expenses (including reasonable attorney’s fees) the Partner Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with this Agreement to the extent that such claims, liabilities, losses, costs, and expenses are the result of any (i) error, omission or negligent act of EP or any employee, agent, director or officer of EP or (ii) failure by EP to perform its obligations, covenants and agreements set forth herein. This paragraph 9(b) shall survive the termination or expiration of this Agreement.

10. Warranties.

Each party represents and warrants to the other that: (a) it has the full right, power, and authority to enter into this Agreement and to discharge its obligations hereunder, and (b) it has not entered into any agreement inconsistent with this Agreement or otherwise granted any third party any rights inconsistent with the rights granted to the other party under this Agreement (provided, however, that it is understood that EP has entered or will enter agreements similar to this Agreement with other partners). The representations and warranties set forth in this paragraph 10 shall survive the termination or expiration of this Agreement.

11. Disclaimer by EP.

There are no representations or warranties by EP hereunder, express or implied, at law or in equity, with respect to the subject matter hereof. By way of example and not by way of limitation, EP does not warrant the quality of competence of any Fellow the Partner may hire or that the hiring of a Fellow will permit Partner to achieve any specific or general results, nor does EP accept any obligation or liability whatsoever for the acts, omissions and/or other performance of each of the Fellows hired by the Partner. In no event shall EP be liable to the Partner for breach of contract, breach of warranty, negligence or any other claim, nor shall EP be liable to the Partner for special, indirect, incidental, consequential or punitive damages with respect to the acts or omissions of a Fellow hired by the Partner.

12. Miscellaneous.

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 12(a) shall be binding upon the parties and their respective successors and assigns.

(b) **Successors and Assigns.** No party will have the right to assign this Agreement without the prior written consent of the other party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(d) **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

(e) **Separate Entities.** Notwithstanding the use of the term “Partner” or “Partners” in this Agreement, the relationship of the parties is that of independent organizations, and nothing contained in this Agreement shall be construed to (i) give one party the power to direct or control the day-to-day activities of the other, (ii) reflect, indicate, or suggest, that the parties are affiliates, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow one party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

(f) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below, or as subsequently modified by written notice.

(g) **Mutual Negotiation.** The terms and conditions of this Agreement are the result of negotiations between the parties and, therefore, this Agreement is not to be construed in favor of or against any party by reason of the extent to which the party or its professional advisors participated in the preparation of this Agreement.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be transmitted electronically and shall be treated as originals for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been signed by the parties acting through their duly authorized representatives.

Education Pioneers

By:

Name:

Title:

Date:

PARTNER

By:

Name:

Title:

Date: