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Memo

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
	Curtiss Sarikey, Chief of Staff
Board Meeting Date	December 9, 2020
Subject	Partner Agreement with Oakland Unified School District and Education Pioneers for COVID Response Fellowship
Action Requested and Recommendation	Approval of an agreement between the District and Education Pioneers for the latter to provide: The Education Pioneers COVID Response Fellowship ("the COVID Response Fellowship") is a full-time, twelve-month program where individuals ("Fellows") intern with education organizations ("Partners") and train under education leaders for the period of from November 2, 2020 to October 30, 2021 in an amount not to exceed \$25,000. Because of the size of our district and the very diverse needs that exist across schools make consistency across the city a big challenge, even under normal circumstances. With COVID, given that the guidance is constantly changing, and the needs vary greatly by school site and neighborhood, we need additional project management capacity to focus on specific projects/tasks from start to finish.
Background (Why do we need these services? Why have you selected this vendor?)	Education Pioneers developed the COVID Response Fellowship to support districts in mission-critical COVID-19 response focused projects by placing experienced fellows for 12 months in partner organizations. OUSD has partnered with Education Pioneers in the past as host to several outstanding fellows and interns. This service is needed given the scale and scope of OUSD's COVID-19 response planning for distance learning and the phases of work related to any reopening schools and respective models.
Fiscal Impact	• \$25,000 – Learning Loss Mitigation Funding
Attachments	• Agreement

2020 EDUCATION PIONEERS PARTNER AGREEMENT COVID Response Fellowship

This 2020 Education Pioneers Partner Agreement (the "Agreement") is entered into by and between Education Pioneers, Inc., a California nonprofit public benefit corporation ("Education Pioneers"), and Oakland Unified School District (the "Partner").

This agreement covers the project entitled: Education Pioneers COVID Response Fellowship.

BACKGROUND

The Education Pioneers COVID Response Fellowship (the "COVID Response Fellowship") is a full-time, twelve (12) month program where individuals ("Fellows") work with education organizations and train under education leaders. Over the course of the COVID Response Fellowship, Fellows work on mission-critical COVID-19 response focused projects for partner organizations and convene for training days or virtual learning experiences throughout the COVID Response Fellowship.

AGREEMENT

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

1. Term.

The COVID Response Fellowship is a 12-month program. This Agreement shall commence on the date of the latest signature and shall be terminated on the last day of the COVID Response Fellowship of the Fellow working with the Partner, unless terminated earlier pursuant to the terms set forth below.

2. COVID Response Fellowship Program Dates.

As explained in further detail in Section 3(a) below, Education Pioneers will hire one Fellow who will work with the Partner during the COVID Response Fellowship as an Education Pioneers employee. Education Pioneers' Fellow selection criteria is attached hereto as **Exhibit A**. The Fellow will be "seconded" by Education Pioneers to the Partner, which means that the Fellow will work with the Partner on a day-to-day basis and be subject to the supervision, direction, and control of the Partner. The Fellow will commence the COVID Response Fellowship on a date agreed upon between the Fellow and the Partner, in consultation with Education Pioneers. The Fellow start date will be outlined in the Fellow's offer letter with Education Pioneers. The COVID Response Fellowship will start no earlier than September 28, 2020 and no later than October 30, 2021. The Fellow's anticipated end date of the COVID Response Fellowship will be no later than the one (1) year anniversary of the start date, but in no event later than October 30, 2021.

3. Education Pioneers' Obligations.

Education Pioneers agrees to the following:

(a) Fellow Secondment. Upon the Partner's acceptance of Education Pioneers Fellow placement assignment, execution of this agreement by Partner and Education Pioneers, Education Pioneer's obtaining finalized funding commitment to cover the cost of the Fellowship, the Fellow signing their Fellow Agreement, and the Fellow satisfying all hiring conditions, Education Pioneer's shall hire the Fellow as an employee of Education Pioneers and ADP TotalSource, Education Pioneer's partner Professional Employer Organization (PEO). The Fellow will then be seconded with the Partner, as discussed above.

(b) **Fellow Recruitment, Selection, and Placement.** Education Pioneers will recruit and select Fellow and will facilitate the placement process of the Fellow with the Partner. Education Pioneers will identify potential Fellow matches based on the project scope provided by the Partner, attached hereto as **Exhibit A**, including both requirements and preferences and will provide the Partner with candidates for consideration. The Partner will have the opportunity to interview and evaluate prospective Fellows, and share their respective feedback on each individual candidate. Education Pioneers will make the final placement assignments. Education Pioneers agrees to use its best efforts to identify, recruit, and place individuals who have the work ethic, intellect, personality, and other attributes that allow the individual to complete the Fellowship successfully as a Fellow. Individuals must meet Education Pioneers' criteria to participate in the COVID Response Fellowship to be hired by Education Pioneers and seconded with the Partner.

(c) **Fellow Training and Professional Development**. Education Pioneers will design and lead multiple training and virtual learning experiences throughout the COVID Response Fellowship. EP plans to host up to 15 hours of programming

each month throughout the Fellowship, with specific times varying month to month. Dates and times of this programming will be determined by Education Pioneers and communicated to the Partner once confirmed.

(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, Education Pioneers will support, consult and work with the Partner and provide support to help the Partner address its concerns.

4. The Partner's Obligations.

The Partner agrees to the following:

(a) **Project and Support.** The Partner will provide each Fellow with a mission-critical project related to the organization's COVID-19 strategy and response, with clear and measurable impact and deliverables, which can be completed during the 12 month COVID Response Fellowship. The Partner will also provide each Fellow with the administrative support and resources necessary to complete the project(s). The Partner will be required to provide any and all equipment needed for the Fellow to do their work as part of the COVID Response Fellowship. This includes, but is not limited to, a computer, access to Partner systems, and any additional hardware or software needed.

(b) **Fellow Placement Process**. Education Pioneers will identify potential Fellow matches based on the project scope provided by the Partner, including both co-location requirements and geographic preferences, and then, provide the Partner with candidates for consideration. The Partner will then communicate with Education Pioneers to indicate the candidates they are interested in interviewing. The Partner will interview at least 3 potential Fellow candidates, but no more than 4 such candidates, in the designated time period. Finally, the Partner will follow-up and provide Education Pioneers with interview feedback and candidate rankings in the designated time period. Education Pioneers will then make the final decision on which candidates to offer employment and participation in the COVID Response Fellowship and which Fellows will be seconded to each Partner organization.

(e) **Supervisor.** The Partner will provide each Fellow with an experienced supervisor who will provide guidance, mentorship, and support to the Fellow during the COVID Response Fellowship. The supervisor for each Fellow will be agreed upon in advance by the Partner and Education Pioneers. In the event of a change in supervisor for the Fellow, the Partner agrees to notify Education Pioneers in advance of this change.

(f) **Partner and Education Pioneers Communication.** The Partner and Education Pioneers will conduct check-ins at the start, mid-point, and end of the COVID Response Fellowship. These check-ins will focus on progress to date, challenges, questions, and any support needed. In the rare event the Partner has any concerns regarding the Fellow, including the Fellow's ability to accomplish the assigned tasks/goals, the Partner agrees to contact their Education Pioneers point person as soon as possible. The Partner will allow Education Pioneers to 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 its relationship with any Fellow or take other adverse actions with respect to the Fellow, without first providing Education Pioneers 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.

(g) **Partner Feedback.** The Partner will complete any and all online surveys related to the COVID Response Fellowship within seven (7) business days of initially receiving these surveys from Education Pioneers. Education Pioneers will administer one or two Partner surveys during the course of the COVID Response Fellowship (e.g., mid-program satisfaction survey and end-of-program satisfaction survey, both of which take about 10-20 minutes to complete). Education Pioneers relies on this survey data to inform programming, partnership, and impact evaluation efforts.

(h) **Professional Development Events.** The Partner agrees to allow each of its Fellows to attend the training days and virtual learning experiences offered by EP throughout the COVID Response Fellowship. For remote programming, EP plans to host up to 15 hours of programming each month throughout the Fellowship, with specific times varying month to month. If travel and in-person programming are safe to execute during the Fellowship, and are permitted by all applicable shelter-in-place and similar orders, additional time for EP events will be required, including travel time and overnight stays for multi-day convenings. The exact dates and times of programming events will be determined by Education Pioneers and communicated to the Partner once confirmed. The Partner agrees to attempt to avoid conflicts during EP programming events, and in the event of a conflict, a commitment to Fellow development is the priority.

(i) **Fellow Paid Time Off.** The Partner agrees that its Fellows will be subject to, and will receive, holidays the Partner provides to its employees. The Partner acknowledges that Education Pioneers will provide the Partner's Fellows with up to fifteen (15) days of paid time off ("PTO") during the COVID Response Fellowship. The Partner agrees to work with its

Fellows and Education Pioneers to facilitate the Fellows' use of PTO. Education Pioneers will encourage Fellows to use their PTO throughout their COVID Response Fellowship to rest, recharge, take care of any and all personal needs, and if the Fellow or a family member is sick or not feeling well. The Partner acknowledges that at the end of a Fellow's COVID Response Fellowship, if a Fellow has any remaining PTO balance, they will be required to use that remaining PTO at the end of the COVID Response Fellowship, bringing their balance down to zero. For example, if a Fellow is approaching the end of their COVID Response Fellowship and has 3 days of PTO remaining, the Fellow will be required to use the PTO on the final three workdays of the COVID Response Fellowship. Education Pioneers will work with the Fellow and Partner to execute this process at the end of the Fellowship, and the Partner agrees to cooperate with Education Pioneers in connection with this process.

(j) **Compliance with Laws**. The Partner has the sole responsibility for complying with all applicable laws relating to providing its Fellow(s) with a safe workplace, including a workplace that is free from harassment and is in compliance with all applicable laws.

(k) **Work Arrangements**. Work arrangements will be finalized by the Fellow and Partner, in consultation with Education Pioneers, prior to the work start date. Unless the Partner and the Fellow mutually agree otherwise, the Fellow will remotely perform all work during the COVID Response Fellowship. Any in-person work or meetings must also be permitted by, and consistent, with federal, state, and local laws, rules, and guidance.

5. Payments.

(a) **Payment to Fellow**. Education Pioneers agrees to pay each Fellow seconded with the Partner a total gross payment of \$105,000.00 during the 12-month COVID Response Fellowship. In addition, Education Pioneers will pay all associated payroll taxes. Education Pioneers will pay each of the Fellows seconded with the Partner in installments directly in accordance with its regular payroll practices.

(b) **Payment to EP.** In order to support a portion of the cost of operating the COVID Response Fellowship, the Partner agrees to pay Education Pioneers a fee of \$25,000. Thirty percent (30%) of this support fee shall be paid as a non refundable payment to Education Pioneers. Upon Fellow confirmation and completion of this agreement, Education Pioneers will invoice the Partner. The Partner agrees to pay the total fee within 30 days of invoice.

(c) **Fellow Travel Expenses**. Education Pioneers has made the decision to operate all 2020 COVID Response Fellowship events remotely until further notice due to the COVID-19 pandemic. If, in the future, Education Pioneers determines that travel and in-person events are to occur Education Pioneers will pay any of the Fellows' expenses related to attending Education Pioneers professional development and training activities, including but not limited to, costs for transportation and accommodations.

6. Status

This is not an employment contract. Both Education Pioneers and Fellow, in the performance of this Agreement, shall be and act as independent contractors. Education Pioneers understands and agrees that it and any and all of its employees shall not be considered employees of Partner, and are not entitled to Partner-provided benefits of any kind or nature, including those normally provided employees of Partner and/or to which Partner's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Education Pioneers 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 its employees.

7. Confidentiality

Partner may share information with Education Pioneers and/or Fellow pursuant to this Agreement in order to further the purposes thereof. Education Pioneers and all Education Pioneers agents, personnel, employee(s), and/or subcontractor(s), including Fellow, shall maintain the confidentiality of all information received in the course of performing the Services that is reasonably understood to be confidential or privileged.

Education Pioneers understands that student data is confidential. If Education Pioneers and/or Fellow will access or receive student data in connection with this Agreement, it agrees to do so only after executing a separate data sharing agreement, which shall be incorporated by reference into this Agreement upon execution.

8. Fellow Replacement.

In the unlikely event that a Fellow withdraws from the COVID Response Fellowship or the Fellow's participation in the COVID Response Fellowship is terminated, Education Pioneers will address each situation on a case by case basis to determine next steps.

9. Publicity.

Education Pioneers 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 Education Pioneers' website if there is an appropriate section, as determined by the Partner, devoted to partner organizations.

10. Copyright.

Any creative works created by a Fellow in connection with the COVID Response Fellowship shall be treated as "works made for hire" owned by the Partner. However, the copyright in anything created by a Fellow in connection with the COVID Response Fellowship exclusively for Education Pioneers, or jointly for Education Pioneers and the Partner, shall be owned exclusively by Education Pioneers, or jointly by Education Pioneers and the Case may be.

13. Incident/Accident/Mandated Reporting.

Education Pioneers shall direct Fellow to notify Partner within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Education Pioneers shall direct Fellow to properly submit required accident or incident reports within one business day pursuant to the procedures specified by Partner. Education Pioneers shall bear all costs of compliance with this Paragraph.

To the extent that the Fellow is included on the list of mandated reporters found in Penal Code section 11165.7, Education Pioneers agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

14. Termination.

Education Pioneers 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.

In the event that the Partner breaches the Agreement, terminates the Agreement (other than due to Education Pioneers' breach) or otherwise withdraws from the COVID Response Fellowship (with respect to some or all of the Fellows it hires):

- 1. Any time prior to the start of the COVID Response Fellowship, and the Fellow's placement has been confirmed, Education Pioneers will bill the Partner for the non-refundable portion of the total Support Fee with respect to each Fellow placed with the Partner affected by such breach, termination, or withdrawal.
- 2. After the start of the COVID Response Fellowship, Education Pioneers will bill the Partner for the total Support Fee with respect to each Fellow placed with the Partner affected by such breach, termination, or withdrawal.

15. 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 Education Pioneers and its officers, directors, employees, and agents, (the "Education Pioneers Indemnitees") from and against any and all claims, liabilities, losses, costs, and/or expenses (including reasonable attorney's fees) that the Education Pioneers 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 Education Pioneers Indemnitees includes, but is not limited to, any liabilities, losses, costs, and expenses (including reasonable attorney's fees) that any or all of the Education Pioneers Indemnitees may

incur in connection with any claims, allegations, demands, or the like that a Fellow may assert in connection with the Fellow's working relationship with the Partner, including but not limited to, claims concerning wages, harassment or discrimination. This paragraph 10(a) shall survive the termination or expiration of this Agreement.

(b) **Education Pioneers** 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 Education Pioneers or any employee, agent, director or officer of Education Pioneers, or (ii) failure by Education Pioneers to perform its obligations, covenants and agreements set forth herein. This paragraph 10(b) shall survive the termination or expiration of this Agreement.

15. 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 Education Pioneers has entered or will enter agreements similar to this Agreement with other partners). The representations and warranties set forth in this paragraph 11 shall survive the termination or expiration of this Agreement.

16. Disclaimer by Education Pioneers.

There are no representations or warranties by Education Pioneers 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, Education Pioneers does not warrant the quality of competence of any Fellow placed with the Partner or that having a Fellow work with the Partner will permit Partner to achieve any specific or general results, nor does Education Pioneers accept any obligation or liability whatsoever for the acts, omissions and/or other performance of any of the Fellows placed with the Partner. In no event shall Education Pioneers be liable to the Partner for breach of contract, breach of warranty, negligence or any other claim, nor shall Education Pioneers be liable to the Partner for special, indirect, incidental, consequential or punitive damages with respect to the acts or omissions of a Fellow placed with the Partner.

17. 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 13(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 contain(s) the entire understanding of the parties with respect to the subject matter hereof.

(e) **Separate Entities**. Notwithstanding the use of the term "Partner" 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 ventures, 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.

18. Matters Related to the Coronavirus Pandemic. The health and safety of Fellows, Partners, and Education Pioneers staff is of the utmost importance. Given the coronavirus pandemic, Education Pioneers has made the decision to operate all COVID Response Fellowship programming and events remotely until it determines it is safe to bring individuals together. The Partner agrees that it will follow all health and safety guidelines as it relates to the Fellow's work environment. In addition, if a Partner needs a Fellow to relocate for a position, the Fellow's relocation will not occur until the Fellow, the Partner, and Education Pioneers have all deemed it safe and agreed to the Fellow's relocation.

If at any point it is mutually agreed between Education Pioneers, Fellow, and Partner that Fellow shall work on Partner sites, Education Pioneers agrees to notify Partner within twelve (12) hours if Education Pioneers learns that Fellow has tested positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Education Pioneers possible COVID-19 exposure.

Further, if at any point it is mutually agreed between Education Pioneers, Fellow, and Partner that Fellow shall work on Partner sites, Fellow will be required to comply with all of Partner's tuberculosis screening and testing requirements. IN WITNESS WHEREOF, this Agreement has been signed by the parties acting through their duly authorized representatives.

Education Pioneers

By: Annie Davis-Korelc

Name: Annie Davis-Korelc

Title: Senior Director, Local Impact

Date: October 30, 2020

PARTNER Oakland Unified School District

n Amen Frenmell By:

Name: Dr. Kyla Johnson-Trammell

Superintendent and Secretary, Board of Education Title:

Date: October 30, 2020

Approved as to form by OUSD Staff Attorney Joanna Powell:

Date: 10/29/2020 U Signature: Journa J. Pouull

12/10/2020

Jody London President, Board of Education

<u>EXHIBIT A</u>

OUSD COVID Response Fellow Project Information

The Fellow would primarily be supporting the COVID19 implementation team. Project examples:

- Tracking budgets for various sources of COVID specific funds, ensuring alignment to legislative requirements for use of the funds.

- Support preparation for transition to any in-person instruction models in terms of school site safety plans, alignment of available staffing to student cohorts, etc.

- Support enrollment strategy and efforts for 2021-22; processes for this begin Winter 2020-21.

- Coordination of student connection, wellness, supports across departments (e.g. Office of Equity, Community Schools & Student Services, ELLMA) and community based organizations.

- Project management for at-home learning kits across all grade levels (e.g. at home starter library, math manipulatives, garden/nutrition ed, etc.)

The size of our district and the very diverse needs that exist across schools make consistency across the city a big challenge, even under normal circumstances. With COVID, given that the guidance is constantly changing, and the needs vary greatly by school site and neighborhood, we need additional project management capacity to focus on specific projects/tasks from start to finish.

COVID Response Fellow Qualifications for Recruitment, Selection, and Onboarding

REQUIRED QUALIFICATIONS

- Bachelor's degree
- 10-15 years of work experience with 3-7 years of specific chief of staff or related strategic project management experience at an education focused organization or school
- Commitment to Education Pioneers' mission and core values, and a passion for social impact
- Commitment to the full program term including the ability to complete 12 consecutive months of employment, attend workshops, and other mandatory aspects of the Fellowship
- Authorization to work in the United States on a full-time basis for the entire program

PREFERRED QUALIFICATIONS

- Master's degree
- Ability to diagnose problems and then move strategically to find creative solutions
- Previously led through organizational and operational change management
- Intermediate to advanced skills in Microsoft Word, Excel, and Powerpoint and/or Google Docs, Sheets, Slides
- Intermediate skills and knowledge of Salesforce or other CRM
- Familiarity with project management and internal collaboration