



TAX ID # 06-1576405

COOPERATION AGREEMENT

This Cooperation Agreement covers the period from September 1, 2018 through August 31, 2019 for the partnership between Palouse Prairie School and EL Education, Inc. During this period, EL Education will provide a package of services to faculty and school leaders to foster the full implementation of the EL Education school reform design. Changes to this Cooperation Agreement require an Addendum that must be written by the EL Education Regional Director and signed by both parties. *(The protocol for requesting an Addendum can be found below in the Cost and Payment section of this agreement.)*

SCHOOL AND DISTRICT INFORMATION:

Name of School: Palouse Prairie School
Street or P.O. Box: P.O. Box 9511
City, State, Zip: Moscow, ID, 83843
School Phone: 208-882-3684
School Fax:
School Website: <http://palouseprairieschool.org/>

School District Name:
District Phone:
District Website:
District Fax:
Superintendent:

Principal and/or Director: Jeneille Branen
Principal's Phone:
Principal's Email: jbranen@palouseprairieschool.org

Billing Contact Person:
Billing Phone:
Billing Address:
Billing Email:



PAYMENT MAILING ADDRESS:

EL Education, Inc.
Attn: Accounts Payable
247 West 35th St. - Eighth Floor
New York, NY. 10001

SEND SIGNED CONTRACT TO:

EL Education, Inc.
Attn: Client Services Team
7 North Pleasant St., Ste. 3A
Amherst, MA 01002

SUMMARY OF SERVICES AND COSTS:

Quantity	Service	Rate	Cost
8.00	Direct Service Days	1,750.00	\$14,000.00
5.00	National Conference Participant Slot	900.00	\$4,500.00
2.00	Regional Leadership Cohort Participant Slot	900.00	\$1,800.00

Total Cost: \$20,300.00

COST AND PAYMENT

Palouse Prairie School agrees to pay to EL Education the amount indicated in each invoice by the due date reflected on that invoice. If Palouse Prairie School fails to pay any invoices payments, late charges equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable under applicable law but at no time less than \$15 shall also become payable by Palouse Prairie School to EL Education. In addition, failure to fully pay any fees and taxes within thirty (30) days after the applicable due date will be deemed a material breach of this Cooperation Agreement, and EL Education may, in addition to any other remedy it may have, suspend its performance of the Services and/or terminate this Cooperation Agreement. Any suspension or termination of Services does not relieve Palouse Prairie School of obligations to pay past due fees plus late charges.

If Palouse Prairie School requires a change in purchased services, the school leader (or his/her designee) will contact the appropriate regional director with specific changes being requested. If these requests are consistent with the terms of this Cooperation Agreement, an addendum will be drafted and sent to the Cooperation Agreement signatory. Palouse Prairie School will return the signed addendum to EL Education within two weeks of receipt.

Palouse Prairie School agrees to schedule, with the School Designer, contracted direct service days at least 30 days in advance of the requested date. **Any needed cancellations should be communicated to the School Designer as soon as possible and no later than 14 days prior to the scheduled service.** Cancellations made within 14 days of the identified delivery date may not be rescheduled and may be charged as a delivered direct service day. It is the school's responsibility to schedule direct service days with their School Designer. EL Education staff will make all reasonable efforts to coordinate direct service days; however, in the event that the school fails to

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schedule all direct service days, the school is responsible for full payment of contracted services unless a contract addendum is agreed to by both parties.

Payment Plan and Schedule

EL Education encourages the use of Purchase Orders when possible. For schools/districts that can issue an official Purchase Order, the Purchase Order should be issued within 30 days of executing this agreement.

Payment Scheduled Amount	Payment Scheduled Date
\$20,300.00	November 20, 2018



RESERVATION OF INTELLECTUAL PROPERTY:

In connection with the Cooperation Agreement between EL Education and Palouse Prairie School, EL Education, its agents, employees, or representatives may disclose practices and materials that are the intellectual property of EL Education, including but not limited to: National Institute Facilitator Agendas; National Institute Participant Notebooks; EL Commons Resources–EL Branded; EL Commons Resources–School Branded; Customized School-Based Professional Development Agendas; Materials for School-Based Professional Development Agendas; Site Seminar Content; School Leader Residencies; and Demonstration Events by Network Schools (hereinafter, collectively, the “Content”). The Content is being disclosed for the purpose of implementing the package of services to faculty and school leaders to foster the full implementation of the EL Education school reform design.

The Content may be disclosed to Palouse Prairie School in hard copy format, electronic format, downloadable media format, and/or may be available for viewing and/or downloading via various EL Education web portals. No license or other rights of any kind are granted or conveyed by the act of transmitting or making available proprietary or copyrighted Content to Palouse Prairie School under this Cooperation Agreement, except for the limited license to use the Content for the purposes expressly provided to Palouse Prairie School in the Cooperation Agreement. Palouse Prairie School may seek permission from EL Education to use the Content for activities such as conference presentations, dissemination activities, or non-EL Education demonstration site visits. Any use of the Content in contravention of the Cooperation Agreement is a violation of the Cooperation Agreement and U.S. Copyright law.

The entire right, title, and interest in the intellectual property rights and the Content made available to Palouse Prairie School through the Cooperation Agreement with EL Education, including all copyright, patent, trademark, trade secret, or other legal rights shall remain the exclusive property of EL Education. Palouse Prairie School, its employees, agents, and representatives are permitted to use the Content during the pendency of the Cooperation Agreement, but shall be prohibited from sharing, distributing, or disseminating the Content to institutions or individuals outside of Palouse Prairie School.

Palouse Prairie School shall retain the right to utilize the Content for a period of two (2) years after the expiration or termination of the Cooperation Agreement. During that two (2) year period, Palouse Prairie School, its employees, agents, and representatives shall be prohibited from sharing, distributing, or disseminating the Content to institutions or individuals outside of Palouse Prairie School. Upon expiration of the two (2) year period following the expiration or termination of the Cooperation Agreement, Palouse Prairie School shall return and/or destroy all Content, whether in hard copy or electronic media, and shall confirm the destruction of all content in the possession of Palouse Prairie School, and its current or former employees, agents, and representatives, or enter into a new agreement with EL Education for the Content’s use.

Any materials created by Palouse Prairie School, its employees, agents, or representatives for use in connection with the EL Education school reform design during the pendency of the Cooperation Agreement shall be the intellectual property of Palouse Prairie School, its employees, agents, or

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representatives to the extent that such materials are derivative of the Content and do not explicitly contain or repurpose the Content. Palouse Prairie School, its employees, agents, and representatives may utilize any such derivative content during the term of the Cooperation Agreement and may continue to use such derivative content after the expiration or termination of the Cooperation Agreement.

Any materials created by Palouse Prairie School, its employees, agents, or representatives for use in connection with the EL Education school reform design during the pendency of the Cooperation Agreement and subsequently uploaded to the EL Commons web portal shall be licensed to EL Education perpetually. Palouse Prairie School, its employees, agents, or representatives acknowledge that EL Education shall be permitted to incorporate any uploaded materials into EL Education's existing Content, share and distribute uploaded materials with other clients, and otherwise use any such uploaded materials for any business purpose.

Palouse Prairie School may, in its discretion, submit student work to the Models of Excellence web portal. Palouse Prairie School acknowledges that the student work shall be perpetually licensed to EL Education and that EL Education shall be permitted to incorporate any uploaded student work into EL Education's existing Content, share and distribute uploaded student work with other clients, and otherwise use such uploaded student work for any business purpose.

Other terms and conditions may apply to the use of specific portions or features of EL Education's EL Commons web portal, Models of Excellence web portal, or such other service or site offered by EL Education, all of which terms are made a part of this Agreement by this reference. Palouse Prairie School hereby agrees to abide by such other terms and conditions. If there is a conflict between the terms in this Agreement and the terms posted for or applicable to the use of any web portal maintained by EL Education, the terms set forth herein are controlling.

Any violation of the provisions in this section may be the basis for termination of the Cooperation Agreement by EL Education. Palouse Prairie School acknowledges that the Content is valuable to EL Education and that EL Education may not have an adequate remedy at law for a breach of the Cooperation Agreement related to the Content. Palouse Prairie School acknowledges that EL Education reserves the right to pursue any necessary remedies, at law or in equity, including but not limited to injunctive relief, consequential damages, liquidated damages, and attorney's fees.

NOTICES:

All notices, reports, requests, or other communications given pursuant to this Cooperation Agreement shall be made in writing, shall be delivered by hand delivery, overnight courier service, fax, or electronic mail, shall be deemed to have been duly given when delivered to the respective party at the notice and contact addresses listed above.

DATA SHARING AGREEMENT:

EL Education tracks the annual academic progress and demographics of our partner schools. These

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information allows School Designers and School Leaders to track progress towards Credentialing requirements, set yearly goals and identify evidence on Work Plans.

Requested Data

To meet these goals, EL Education asks all network schools to provide upon requests the following types information:

- School administrative data, including enrollment, attendance, and student demographics (aggregated student data--no individual information).
- State ELA and Math assessment results, including scores by student subgroup and grade.
- Selected data related to the Three Dimensions of Student Achievement: Mastery of Knowledge and Skills, Student Character, and High-Quality Student Work.

Note that no student-level data that includes Personally Identifiable Information (PII) will be requested unless an additional data agreement specifying this data collection is in place between EL Education and the school and/or district.

Requirements for EL Education Network Schools

As part of this agreement, EL Education Network Schools agree to the following:

- To identify a "Data Liaison" that will collect and transmit data for the categories listed above to EL Education. EL Education School Designers will be asked support this person for such tasks as needed.
- EL Education requests that each School Data Liaison transmit the state report cards or assessment reports for assessment results and other commonly reported data such as attendance (in .pdf or .csv file formats). EL Education will then take the data and enter it into our secure systems. If this is not possible, EL Education will provide an alternate submission format and support for Data Liaisons.
- Data submission by the School Data Liaison will follow the following schedule:
 - Enrollment and demographic will be submitted each fall (October-November) once enrollment has stabilized.
 - State testing results will be submitted within two weeks of the report being transmitted to the school (Summer/Fall)
 - Other requested data related to the Three Dimensions of Student Achievement will be submitted at the same time as the fall or spring transmissions, depending on when it is available.

PHOTO RELEASE

EL Education staff periodically take and/or use photographs, audio and/or video recordings of teachers and students for purposes of documenting school practice and/or publicizing the EL Education program. Palouse Prairie School agrees to secure necessary permissions from parents/guardians and teachers for their images and work to be featured in these photographs or recordings and to identify students and staff who should not be photographed.

Palouse Prairie School gives consent and permission for EL Education to use school-created audio or video recordings and photographic images, and/or to create and take and to publicly display and publish, photographic images and audio and/or video recordings of teachers and students a Palouse Prairie School. Palouse Prairie School disclaims any right to review or approve any materials



prepared, displayed or published by or on behalf of EL Education which may include any photographic, audio or visual images, recordings made by Palouse Prairie School staff.

ORDER OF PRIORITY:

Should EL Education and Palouse Prairie School and/or sign another Agreement in addition to this Cooperation Agreement, the service payment terms, indemnification and intellectual property reservations set forth in this Cooperation Agreement shall govern in the event of a conflict.

DEFAULT AND CURE:

In the event that either party hereto defaults in the performance of any of its material duties or obligations under this Cooperation Agreement, including failure to make any payments due under this Cooperation Agreement, and such default is not cured within thirty (30) days after written notice is given to the defaulting party specifying the default, then the party not in default may terminate this Cooperation Agreement, after given written notice thereof to the defaulting party.

INDEMNIFICATION CLAUSE:

Each party assumes the responsibility for the negligence of its own respective employees, appointees or agents, while acting in the scope of their employment, and each party will defend its own respective employees, appointees or agents in the event of any claim for damages or lawsuits for any remedy.

ATTORNEY FEES:

The parties agree that if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Cooperation Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, costs and disbursements in addition to any other relief to which that party may be entitled.

CHOICE OF LAW AND FORUM:

The laws of the United States and the State of New York will govern this Cooperation Agreement. Any action relating to this Cooperation Agreement must be brought in the Federal or State Courts located in New York, and Palouse Prairie School and consent to the jurisdiction of such courts.

SEVERABILITY:

If any provision of this Cooperation Agreement is deemed illegal, invalid, void or otherwise unenforceable in whole or in part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the provision and the Cooperation Agreement shall remain in full force and effect. With respect to a particular application, if any provision of this Cooperation Agreement is deemed to be invalid, void or unenforceable, such term or provision shall retain full force and effect in respect to all other applications.

SURVIVAL:

All provisions of this Cooperation Agreement relating to Palouse Prairie School and intellectual property rights, Palouse Prairie School and indemnification obligations and payment obligations shall survive the termination or expiration of this Cooperation Agreement.



NO WAIVER:

EL Education's failure to enforce the strict performance of any provision of this agreement will not constitute a waiver of EL Education's right to subsequently enforce such provision or any other provisions under this Cooperation Agreement.

APPROVALS:

EL Education and Palouse Prairie School and/or agree to the above costs, intellectual property reservations, indemnifications and scope of services from September 1, 2018 to August 31, 2019. Each Signatory certifies that it has the authority to sign and enter into this Cooperation Agreement on behalf of the party it represents and agrees to be bound by the terms of this Cooperation Agreement. This Cooperation Agreement must be signed and returned to the EL Regional Director prior to August 1, 2018. If this agreement is not received by that date, EL Education reserves the right to withhold the services outlined here until this agreement has been executed.

Jackie Aizick
EL Education Representative

Title:

8/9/18
Date:

James Han
Authorized School or District
Signatory:

Executive Director
Title:

August 9th, 2018
Date:



APPENDIX A – DESCRIPTION OF SERVICES

SCHOOL-BASED PROFESSIONAL DEVELOPMENT SERVICES

DIRECT SERVICE DAYS DELIVERED

Direct service includes professional development and technical assistance provided by EL Education staff that is focused on the goals and outcomes articulated in the work plan. Direct service days may also include days during which EL Education staff accompanies a group of teachers from the school to an EL Education professional development event to provide further intensive work. The costs associated with direct school services also cover:

- Time the school designer uses to plan the direct service work and create materials for the school.
- Time the school designer uses to work with teachers electronically or by phone, such as providing feedback on expedition plans, writing reports for the school, planning future professional development with the principal and and/or or instructional guide, and ongoing consulting or planning time for the school with the regional director or other school designers.
- All EL Education staff travel costs to and from the school.

Please note: All Direct School Service days must be used before August 31, 2019. No days can be carried into the next EL Education fiscal year that begins on September 1, 2019 and ends on August 31, 2020.

OFF-SITE PROFESSIONAL DEVELOPMENT INSTITUTES REGISTRATION TERMS

Institute Registration

For institutes occurring between September 1, 2018 and May 31, 2019, schools with signed contracts and no outstanding balances from the 2017-2018 school year will be able to register for institutes beginning on Monday, August 13, 2018.

For institutes occurring between June 1, 2019 and August 31, 2019, schools with signed contracts and up-to-date payments will be able to register for institutes beginning on Monday, March 11, 2019.

National Conference Registration

Registration for the EL National Conference will begin on Monday, August 13, 2018. National Conference registration will close on October 5 or until the conference fills, whichever comes first.

Registration Confirmation

Confirmations are e-mailed within 48 hours after processing your registration. If you do not receive a confirmation, please contact Nicole Graziano, Client Services Manager at ngraziano@eleducation.org.

Please **do not book nonrefundable airline tickets** without confirmation that your registration has been received and processed.

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Cancellation Policy

If you are unable to attend an event for which you have registered, please notify Nicole Graziano ngraziano@eleducation.org in writing at **LEAST 14 calendar days** before the event or the school will be charged use of a slot. Applicable slot will be deducted if cancellation occurs less than 14 calendar days before an institute, because EL Education will not be able to fill the spot.

All institute slots must be used before **August 31, 2019**. No slots can be carried over into the next EL Education fiscal year that begins on **September 1, 2019**. In the event that the school designee desires to substitute one purchased slot for another equally priced slot, s/he can do so with written permission of the EL Education Regional Director as long as the change occurs at least **14 calendar days** prior to the purchased institute start date. Substitutions are **NOT** permitted if the purchased institute has already occurred or is within **14** days of occurring.

Schools may also register for EL Education events outside of contract and be invoiced later. The 14 day cancellation policy would still apply.

EL Education reserves the right to cancel programs because of low registration. Minimum enrollment to avoid cancellation is 15. In the event of cancellation, EL Education will notify participants at least 10 days in advance of the event. EL Education is not responsible for cancellation charges related to travel and lodging.

Special Services

Please notify Nicole Graziano (ngraziano@eleducation.org) at the time you register if you need a sign language interpreter or other special assistance. EL Education must be notified in writing at least 30 days in advance of the event.

Full Participation

The school designee must take responsibility for travel arrangements to ensure that participants arrive on time and stay for the entire event.

5-DAY NATIONAL INSTITUTES – EL CLASSROOMS IN PRACTICE

The school pays for and must arrange all travel, lodging, and dinner expenses. EL Education will provide a breakfast buffet, coffee and/or tea service and lunch. All participants must stay near the institute location unless they live within one hour of the event.

3-DAY INSTITUTES and LEADERSHIP COHORT PARTICIPATION

The school pays for and must arrange all travel, lodging, breakfast and dinner expenses. EL Education will provide a coffee and/or tea service and lunch.

All participants must stay near the institute location unless they live within one hour of the event.

PROFESSIONAL LEARNING COMMUNITIES FOR LEADERS (Leading for Deeper Instruction PLC and Leading for Schoolwide Improvement PLC)

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The school pays for and must arrange all travel, lodging, breakfast and dinner expenses. EL Education will provide coffee/tea and lunch. All participants must stay near the institute location unless they live within one hour of the event. Note that this offering involves multiple, cumulative sessions held across the school year. Travel will require three separate round trips.

LEADERSHIP INDUCTION INSTITUTE

The school pays for and must arrange all travel, lodging, breakfast and dinner expenses. EL Education will provide coffee/tea and lunch. All participants must stay near the institute location unless they live within one hour of the event.

NATIONAL CONFERENCE

Schools pay all travel, lodging, and food costs. Additional slots to the National Conference can be added and paid for separately at the time of National Conference registration.

NATIONAL CONFERENCE PRE-CONFERENCE DAY

An optional pre-conference day set of offerings will be available for an additional fee of \$275.00 per Person — descriptions will be provided with the online registration materials. Pre-conference days can also be added and paid for separately at the time of National Conference registration.

SITE SEMINARS

Two-day or three-day visits to highly implementing EL Education schools. Schools pay all travel, lodging, and most food costs.

EL EDUCATION NETWORK MEMBERSHIP

In addition to the services outlined above, the following membership benefits are in effect for the period of time covered by this Cooperation Agreement.:

- Discounts for off-site professional development slots.
- EL Education Core Practices and other training documents for each staff member.
- Member access to the resources in EL Commons online platform.
- Ability to post jobs on the EL Education website. Contact **Matea Samardzic** at **msamardzic@eleducation.org** to inquire about posting a job.
- EL Education resource materials in support of the on-site work for each staff member.
- Individual consultation from the Regional Director for implementation concerns including travel to schools, budget preparation, and support of the Cooperation Agreement review process.
- Member access to the Fund for Teachers scholarship application pool.



APPENDIX REVIEW COMPLETED:

Initialed: EL Education Representative

Initialed: School Signatory 

Initialed: District Signatory (optional)