



**EXPEDITIONARY
LEARNING**

Tax ID # 06-1576405

COOPERATION AGREEMENT

This Cooperation Agreement covers the period from September 1, 2014 through August 31, 2015, in the partnership between, Palouse Prairie School, and Expeditionary Learning. During this period, Expeditionary Learning will provide a package of services to faculty and school leaders to foster the full implementation of the Expeditionary Learning school reform design. Changes to this Cooperation Agreement require an Addendum that must be written by the Expeditionary Learning Regional Director and signed by both parties.

SCHOOL AND DISTRICT INFORMATION

Name of School:	Palouse Prairie School	School District:	
Street or P.O. Box:	P.O. Box 9511	Superintendent:	
City, State, Zip:	Moscow, ID 83843	District Phone:	
School Phone:	(208) 882-3684	District Fax:	
School Fax:		District Website:	
School Website:	http://palouseprairieschool.org/	Billing Contact Person:	Jacob Ellsworth
Principal/Director:	Jacob Ellsworth	Billing Email:	jellsworth@palouseprairieschool.org
Principal's Email:	jellsworth@palouseprairieschool.org	Billing Telephone:	
Principal's Phone:		Billing Fax:	

SERVICES PAYMENT MAILING ADDRESS

Expeditionary Learning
247 West 35th St. Eighth Floor
New York, NY 10001

RETURN SIGNED CONTRACT TO:

Regional Director
John LeCavalier
1622 SE 55th Avenue
Portland, OR 97215-3342

SUMMARY OF COSTS

- Direct service days: 14 @ \$1,500.00 per day = \$21,000.00.
- 5-Day Institutes: EL Classrooms in Practice: 3 @ \$1500.00 per slot = \$4,500.00
- Three-Day Institute Slots: 4 @ \$800.00 per slot = \$3,200.00

- Leadership Cohort Slots: 2 @ \$800.00 per slot = \$1,600.00
- National Conference Slots: 2 @ \$800.00 per slot = \$1,600.00
- Network Membership. Total Staff*: 14 = \$5,000.00
(*Staff = All teachers, principals, instructional guides, etc.)

Total Cost: \$36,900.00

COST AND PAYMENT

Palouse Prairie School agrees to pay to Expeditionary Learning 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 Expeditionary Learning. In addition, Palouse Prairie School 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 Expeditionary Learning may, in addition to any other remedy it may have, suspend its performance of the Services and/or terminated 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.

Payment Plan and Schedule - CHOOSE ONLY ONE OPTION

Expeditionary Learning 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.

Option 2:

An initial payment of \$18,450 is due on: September 1, 2014.

A second payment of \$18,450 is due on: December 1, 2014.

RESERVATION OF INTELLECTUAL PROPERTY

All materials and products developed by teachers, students and school leaders in Expeditionary Learning network schools are the property of those individuals and schools. Expeditionary Learning's intellectual property remains the property of Expeditionary Learning. Expeditionary Learning will have perpetual license to use any content developed by teachers or school leaders in Expeditionary Learning network schools, while such content shall remain the property of those individuals and schools.

All materials developed or provided by Expeditionary Learning or its agents pursuant to this Partnership Agreement, and any know-how, methodologies, equipment, or processes used by Expeditionary Learning to provide the Services to Palouse Prairie School, including, without limitation, all copyrights, trademarks, trade secrets and other proprietary rights are and will remain the sole and exclusive property of Expeditionary Learning. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on any such material is expressly forbidden except as permitted in this Cooperation Agreement.

NOTICES

All notices, reports, requests, or other communications given pursuant to this Partnership 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.

ORDER OF PRIORITY

Should Expeditionary Learning and Palouse Prairie School 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:

This Cooperation Agreement will be governed by the laws of the United States and the State of New York. Any action relating to this Cooperation Agreement must be brought in the Federal or State Courts located in New York, and Palouse Prairie School 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 intellectual property rights, Palouse Prairie School indemnification obligations and payment obligations shall survive the termination or expiration of this Cooperation Agreement.

NO WAIVER:

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

APPROVALS:

Expeditionary Learning and Palouse Prairie School agree to the above costs, intellectual property reservations, indemnifications and scope of services from September 1, 2014 to August 31, 2015. 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 Collaboration Agreement must be signed and returned to the EL Regional Director prior to August 1, 2014. If this agreement is not received by that date, EL reserves the right to withhold the services outlined here until this agreement has been executed.

ELS Representative:

Title:

Regional Director

Date: August 5, 2014

Authorized School or

District Signatory: *Jacob Ellsworth*

Title: *Director*

Date: *7-14-2014*

APPENDIX A - DESCRIPTION OF SERVICES

SCHOOL-BASED PROFESSIONAL DEVELOPMENT SERVICES

(14) DIRECT SERVICE DAYS DELIVERED BY EXPEDITIONARY LEARNING STAFF (\$1,500.00 per day)

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

- 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 Expeditionary Learning staff travel costs to and from the school.

Please note: All Direct School Service days must be used before August 31, 2015. No days can be carried into the next Expeditionary Learning fiscal year that begins on September 1, 2015 and ends on August 31, 2016.

OFF-SITE PROFESSIONAL DEVELOPMENT INSTITUTES

University clock hours will be available for most off-site institutes through a partnership with the University of Denver. Costs for clock hours are separate from this Partnership Agreement.

There will be two different opportunities to register for national and regional institutes and site seminars. For institutes occurring between September 22, 2014 and May 1, 2015, schools with signed contracts will be able to register for institutes beginning on Thursday, August 14, 2014. For institutes occurring between May 2, 2015 and August 31, 2015, registration will open on Monday, March 16, 2015 for schools with signed contracts.

All institute slots must be used before August 31, 2015. No slots can be carried over into the next EL fiscal year that begins on September 1, 2015. 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 Regional Director as long as the change occurs at least 30 days prior to the purchased institute start date. Substitutions are NOT permitted if the purchased institute has already occurred or is within 30 days of occurring.

As part of the registration process, each participant must agree to arrive on time, participate in the full daily schedule (often longer than a normal work day), and stay for the full duration of the event. The planned daily schedule is outlined in the registration confirmation letter. This work day applies to local commuters and overnight guests alike.

Start and end times for each event are available online as a part of registration.

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

Minimum enrollment to avoid cancellation = 15. In the event of cancellation, Expeditionary Learning will notify participants 10 days in advance of cancellation. Expeditionary Learning is not responsible for cancellation charges related to travel and lodging.

(3) 5-DAY NATIONAL INSTITUTES - EL CLASSROOMS IN PRACTICE (\$1500 EACH).

- School arranges and pays for transportation to and from institute and some meals.

- Expeditionary Learning pays for all lodging and most meals.

(4) 3-DAY INSTITUTES (\$800 EACH).

- The school pays for and must arrange all travel, lodging, and dinner expenses. Expeditionary Learning 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.

(2) LEADERSHIP COHORT PARTICIPATION (\$800 EACH)

- The Expeditionary Learning regional director will schedule one or more leadership cohort meetings. Leadership cohort meetings provide opportunities for leaders to share best practices, address dilemmas and challenges, and focus together on the role of school leaders in implementing the Expeditionary Learning design.
- The school pays for and must arrange all travel, lodging, and dinner expenses. Expeditionary Learning 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.

(2) NATIONAL CONFERENCE (\$800 each).

- 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.

EXPEDITIONARY LEARNING NETWORK MEMBERSHIP

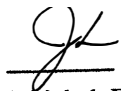
(\$5,000.00) SIZE OF COLLABORATING SCHOOL AND DISTRICT

- Fewer than 10 staff: \$2500
- 10-19 Staff: \$5000
- 20-29 Staff: \$7500
- 30 or more staff: \$10,000

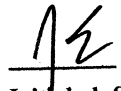
These membership benefits are in effect for the period of time covered by this Partnership Agreement:

- Discounts for off-site professional development slots
- Expeditionary Learning training manuals for each staff member.
- Member access to the Resource Library and Planner in EL Commons.
- Ability to post jobs on the EL website.
- Expeditionary Learning 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 Partnership Agreement review process.
- Member access to the Fund for Teachers scholarship application pool.

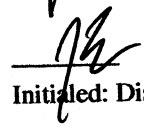
APPENDIX REVIEW COMPLETED:

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Initialed: Expeditionary Learning Representative

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line and a small flourish.

Initialed: School Signatory

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line and a small flourish.

Initialed: District Signatory (optional)