



TAX ID # 06-1576405

COOPERATION AGREEMENT

This Cooperation Agreement covers the period from September 1, 2019 through August 31, 2020 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 Field 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:

Principal's Phone:

Principal's Email:

Billing Contact Person:

Billing Phone:

Billing Address:

Billing Email:

**PAYMENT MAILING ADDRESS:**

EL Education, Inc.
C/o Accounts Receivable
247 West 35th St. Eighth Floor
New York, NY. 10001

SEND SIGNED CONTRACT TO:

EL Education, Inc.
C/o Business Planning Team
7 North Pleasant St. Ste. 3A
Amherst, MA. 01002

SUMMARY OF SERVICES AND COSTS:

Quantity	Service	Rate	Cost
10.00	Direct Service Days	1,750.00	\$17,500.00
4.00	Site Seminar Participant Slot	450.00	\$1,800.00
2.00	Regional Leadership Cohort Participant Slot	900.00	\$1,800.00
1.00	National Conference Participant Slot	900.00	\$900.00
1.00	National Conference Participant Slot	0.00	\$0.00

Total Cost: \$22,000.00

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 an invoice on time, 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 \$15.00 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 (2) weeks of receipt.

Palouse Prairie School agrees to schedule with the School Designer the contracted direct service days at least thirty (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 fourteen (14) days prior to the scheduled service.** Cancellations made within fourteen (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 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 thirty (30) days of executing this agreement.

Payment Scheduled Amount	Payment Scheduled Date
\$22,000.00	November 22, 2019

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 Education Library Resources—EL Education Branded; EL Education Library 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



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.

Upon expiration or termination of the Cooperation Agreement, Palouse Prairie School will remove all references to EL Education (e.g. logos, links, descriptions, etc.) in its communications and marketing materials (e.g. school website, social media, signage, and print materials such as brochures) within thirty (30) days of the expiration or termination of the Agreement. Any exceptions to this policy must be approved by EL Education within the thirty (30) day period.

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 Education Library 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, at 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 Resource Library 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:

EL Education tracks the annual academic progress and demographics of our partner schools. These data are used to create reports for internal and external stakeholders, to support continuous improvement and to build an evidence-based case for the EL Education model of school reform. In addition, this information allows School Designers and School Leaders to track progress towards Credentialing requirements, set yearly goals and identify evidence on Work Plans. The terms of the data sharing requirements applicable to this Cooperation Agreement are set out in the Data Sharing Agreement annexed hereto as Appendix B, signed by both parties, and incorporated by reference herein and made a part of this agreement.

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 at 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 that may include any audio or visual media, including photographs or 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 giving 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, 2019 to August 31, 2020. 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 Education Field Director prior to August 1, 2019. 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.



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EL Education Representative

Regional Director, No. CA

Title:

7/18/2019

Date:

A handwritten signature in black ink, 'Julie Brannon', written over a horizontal line.

Authorized School or District Signatory:

Executive Director

Title:

August 12, 2019

Date:



APPENDIX A – DESCRIPTION OF SERVICES

SCHOOL-BASED PROFESSIONAL DEVELOPMENT SERVICES

DIRECT SERVICE DAYS

Direct service Days include 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 accompany 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/or instructional guide, and ongoing consulting or planning time for the school with the Field Director or 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, 2020. No days can be carried into the next EL Education fiscal year that begins on September 1, 2020 and ends on August 31, 2021.

OFF-SITE PROFESSIONAL DEVELOPMENT INSTITUTES REGISTRATION TERMS

Institute Registration

For institutes occurring between September 1, 2019 and August 31, 2020, schools with signed contracts and no outstanding balances from the 2018-2019 school year will be able to register for institutes beginning on Monday, August 12, 2019.

National Conference Registration

Registration for the EL National Conference will begin on Monday, August 12, 2019. 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.



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 fourteen (14) calendar days** before the event or the school will be charged use of a slot. Applicable slot will be deducted if cancellation occurs in fewer than fourteen (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, 2020**. No slots can be carried over into the next EL Education fiscal year, which begins on **September 1, 2020**. 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 fourteen (14) **calendar days** prior to the purchased institute start date. Substitutions are NOT permitted if the purchased institute has already occurred or is within fourteen (14) days of occurring.

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

EL Education reserves the right to cancel programs because of low registration. Minimum enrollment to avoid cancellation is fifteen (15). In the event of cancellation, EL Education will notify participants at least ten (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 thirty (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 EDUCATION CLASSROOMS IN PRACTICE

The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. 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 must pay for and arrange all travel, lodging, and dinner expenses for their attendees. 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 School-wide Improvement PLC)

The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. 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 must pay for and arrange all travel, lodging, and dinner expenses for their attendees. 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 must pay for and arrange 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

An opportunity for schools to visit a highly implementing EL Education school for two (2) or three (3) days. Schools pay all travel, lodging, and most food costs for their attendees.

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 Resource Library 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 B - DATA SHARING AGREEMENT

INTRODUCTION

EL Education is fiercely focused on equity for all children. All children deserve schools that foster their unique abilities, give them real opportunity to achieve high academic standards, and help them take their full place in a society for which they are well prepared when they leave school. EL Education believes data to be an essential lever for improving and promoting quality implementation of our Language Arts Curriculum to ensure improved outcomes for all students. To this end, EL Education partners with Districts in reviewing data on a continual basis, using the results to inform strategic planning and professional learning for district staff.

This Data Sharing Agreement (“Data Agreement”) dated 7/18/2019 is entered by and between (“District”) and EL Education for the purpose of establishing the roles and responsibilities of each party with respect to sharing data to assess implementation and outcomes related to the EL Education Language Arts Curriculum.

RECITALS

WHEREAS, EL Education seeks to improve student achievement and teacher practice through the combination of EL Education’s Language Arts Curriculum, powerful professional learning, strategic planning, and deep expert coaching support.

WHEREAS, the District has adopted EL Education’s Language Arts Curriculum and The District and EL Education desire to track implementation progress toward mutual goals including documenting teacher and student impact.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties do hereby agree as follows:

1. Scope of the Data Sharing Agreement.

The Parties agree that EL Education has the authority to collect, analyze, and use evidence to investigate and improve the impact of EL Education’s Language Arts Curriculum and Professional Services on student achievement, quality of instruction, and teacher practice in the manner set forth in this Network Services Cooperation Agreement with Palouse Prairie School for the 2019-2020 school year, that is dated 7/18/2019 and which this appendix is intended to supplement. This evidence includes data collected and reported in the EL Education Dimensions Data Platform (see Terms and Conditions of Use). The District agrees to share data listed in Section 2 below.



APPENDIX A REVIEW COMPLETED:

Initialed: EL Education Representative **NW**

Initialed: School Signatory 

Initialed: District Signatory (optional)

2. Data to be Shared by the District with EL Education.

- A. **Interim Assessment Data:** Aggregate (at class, grade, school, and district levels that *do not include individual student identifying information*) student literacy assessment data, including...

...or similar interim assessments.

- B. **Benchmark Assessment Data:** District-collected data from beginning, middle, and end-of-year benchmark assessments from the EL Education Language Arts Curriculum.
- C. **Student Work Samples:** De-identified student work samples from either assessments or daily work from assignments within EL Education's K-8 Language Arts Curriculum.
- D. **State Assessment Data:** Aggregate (at class, school, and/or district levels that do not include individual student identifying information) assessment data for relevant school years to investigate impact on student performance. These data include English Language Arts and Math assessment results, including scores by student subgroup and grade.
- E. **Online Teacher Surveys:** District administered surveys completed by teachers implementing the EL Education Language Arts Curriculum. Included only if relevant to implementation of the EL Education Language Arts Curriculum.
- F. **Classroom Walkthroughs:** Short classroom visits conducted by EL Education staff and/or District staff that are non-evaluative and focused on implementation of the Language Arts Curriculum only.
- G. **School Administrative Data:** Aggregate enrollment, attendance, and student demographics.
- H. **Three Dimensions of Student Achievement Data:** Selected data related to Mastery of Knowledge and Skills, Student Character, and High Quality Student Work.

3. Data to be Shared by EL Education with the District.

- A. **Classroom Walkthroughs:** Walkthrough (consistent with the above description) reports focused on implementation of the EL Education Language Arts Curriculum completed by EL Education field staff and/or District staff individually or in groups in the EL Education Dimensions Data Platform.
- B. **Teacher or Leader Surveys:** Surveys focused on implementation of the EL Education Language Arts Curriculum completed by implementing teachers in the EL Education Dimensions Data Platform. These surveys are anonymous and do not require registration or login.

4. District Responsibilities under the Data Sharing Agreement.

The District agrees to perform the following activities during the term of the Data Sharing Agreement:

- A. Share data mentioned in Section 2 at time points listed in this Network Services Cooperation Agreement with Palouse Prairie School for the 2019-2020 school year. These time-points include a beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary. In addition, the District agrees to the following schedule with regard to certain data sets:
 - i. Enrollment and demographic will be submitted each fall (October-November) once enrollment has stabilized.
 - ii. State testing results will be submitted within two (2) weeks of the report being transmitted to the school (Summer/Fall)
 - iii. 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.
- B. For additional necessary analyses (included or in addition to those listed in Section 2), District data and/or research teams will work with EL Education to create data files or reports.
- C. The District agrees to transmit the data requested in Section 2 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 designate an alternate submission format.

5. EL Education's Responsibilities under the Data Sharing Agreement.

EL Education shall conduct the data collection and reporting in compliance with all applicable state and federal laws, rules, regulations. EL Education undertakes to perform the following activities during the term of this Data Sharing Agreement:

- A. Share data mentioned in Section 3 at time points listed in the Network Services Cooperation Agreement with Palouse Prairie School for the 2019-2020 school year. These time-points include beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary.
- B. Provide access and training to identified district staff in performing Walkthroughs focused on implementation of the EL Education Language Arts Curriculum in the EL Education Dimensions Data Platform.



- C. Develop and administer teacher and leader surveys focused on implementation of the EL Education Language Arts Curriculum through the EL Education Dimensions Data Platform.
- D. Analyze assessment, survey, and Walkthrough data as necessary.
- E. Create and distribute reports documenting analyses related to implementation of the EL Education Language Arts Curriculum. Data will be reported in aggregate and will not identify individual students, teachers, or school leaders.

6. Confidentiality and Data Security.

- A. EL Education will comply with applicable state and federal laws and regulations regarding data use, access, and confidentiality.
- B. EL Education nor any individuals affiliated with them, will provide or disclose any data reports unless authorized in writing by the District or as required by law.
- C. EL Education will ensure that all shared data, or created datasets containing shared data, will be stored in an area that is physically safe from access by unauthorized persons at all times. Data that is maintained in electronic format will be kept safe from unauthorized access, through such means as being stored on a password-protected, encrypted file server.

7. Points of Contact - Data/Research Function.

Each Party hereby will designate in writing one or more individuals within their own organization to act as a Data Liaison—the point of contact responsible for managing performance of the data collection, analyses, and sharing functions of this agreement.

For District:

Name: Jeneille Branen
Title: Executive Director
Address: 406 Powers Ave
Email address: jbranen@palouseprairie.school.org
Phone number: 208-882-3684

For EL Education:

Name: Nathan Warner
Title: Regional Director, No. CA
Address: 247 W. 35th St. Fl. 8 New York, NY. 10001
Email address: nwarner@eleducation.org
Phone number:

8. Notices.

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

9. Liability.

Neither party shall be liable to the other for any property that is consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the gross negligence or willful misconduct of the party, or an employee or agent, of the party.

To the extent permitted by law, each party agrees to hold the other harmless and indemnify the other for liability or loss for any claim made by its employees or agents, or persons claiming through them, for liabilities, demands, damages, expenses, and losses arising out of the Agreement, except to the extent that such death, injury, loss, or damage arises solely from their own negligence or willful misconduct.

10. Miscellaneous Provisions.

10.1. Governing Law. The construction, validity, performance and effect of this Agreement will be governed by the laws of the United States and the State of New York. Any action relating to this Agreement must be brought in the Federal or State Courts located in New York and the District consents to the jurisdiction of such courts.

10.2. Severability. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate any other provision of this Agreement.

10.3. Assignment. Neither this Agreement, nor any rights or obligations of any party hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other party.

10.4. Independent Parties. The relationship of the parties to this Agreement is that of independent parties and not agents, joint venturers, or partners. Each party will maintain sole and exclusive control over its personnel, operations, and locations.

10.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior understanding, or written or oral agreement.

10.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The



parties may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

A handwritten signature in black ink, appearing to be 'M. H. ...', written over a horizontal line.

EL Education Representative

Regional Director, No. CA

Title

7/18/2019

Date

A handwritten signature in black ink, appearing to be 'D. Brannen', written over a horizontal line.

Authorized School Signatory

Executive Director

Title

7/29/19

Date