



TAX ID # 06-1576405

## CURRICULUM SERVICES AGREEMENT

This Curriculum Services Agreement (“CSA”) outlines costs and services related to the partnership between Detroit Public Schools Community District and EL Education. During this period, EL Education will provide a package of curriculum implementation services to school and/or district staff. Changes to this CSA require an Addendum that must be written by the EL Education partnership manager and signed by both parties.

### District or School Information:

Name of District/School: Detroit Public Schools Community District  
Street or P.O. Box: 3011 WEST GRAND BLVD  
City, State, Zip: DETROIT, MICHIGAN 48202  
Phone: (313) 873-1760  
Fax:  
Website: <http://detroitk12.org/schools/all-schools/>

Superintendent or Principal:  
Phone:  
Email:

### Key Contacts

To be completed by Detroit Public Schools Community District:

#### Contract/Billing Contact

Name	Billing Address	Email	Phone
Steve Jackinsky	3011 W. Grand Blvd., Floor 11	stephen.jackinsky@detroitk12.org	313-873-4991

#### Professional Development Liaison

Name	PD Liaison Address	Email	Phone
April Imperio	3011 West Grand Blvd, Floor 9	April.Imperio@detroitk12.org	313-873-1760



#### SUMMARY OF SERVICES AND COSTS

Quantity	Service	Dates	Institute Title (If applicable)	Maximum Participants	Rate	Cost
1.00	Institute	January 30, 2020 - January 30, 2020	Equity Institute	60	\$5,000.00	\$5,000.00

**Total Cost: \$5,000.00**

Prices are inclusive of EL Education staff travel and prep time. Detroit Public Schools Community District will be responsible for providing appropriate meeting space. EL Education does not provide meals or supplies to workshop participants. EL Education will provide printed materials as needed to support the workshop(s).

Dates of service will be established between EL Education staff and Detroit Public Schools Community District.



### **Payment Schedule**

EL Education requires a purchase order (PO) or payment in full by using a payment plan as selected below.

EL Education will invoice Detroit Public Schools Community District according to the payment plan. If Detroit Public Schools Community District is making payment using a purchase order (PO), payment in full must be received within thirty (30) days of the service. Detroit Public Schools Community District agrees to pay to EL Education the amount indicated in each invoice by the due date reflected on that invoice. If Detroit Public Schools Community District fails to pay any invoice payments, late charges equal to 1.5% of billable invoice amount per month shall also be payable by Detroit Public Schools Community District to EL Education. In addition, the failure of Detroit Public Schools Community District to fully pay any fees within thirty (30) days after the applicable due date will be deemed a material breach of this Agreement and EL Education may, in addition to any other remedy it may have, suspend its performance of the Services and/or terminate this Agreement. Any suspension or termination does not relieve Detroit Public Schools Community District of obligations to past pay due fees or late charges.

Detroit Public Schools Community District agrees to schedule contracted direct service days at least thirty (30) days in advance of the requested date. Any needed cancellations should be communicated to EL Education 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.



Pre-Identified Payment Plan is listed below (if applicable):

	Due on
--	--------

If not pre-identified, please select the appropriate payment plan (if applicable):

- ☒ **PURCHASE ORDER OPTION:** Detroit Public Schools Community District will make full payment using a purchase order (PO). **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.**

**AND/OR**

☐ **PAYMENT PLAN OPTION 1:**

One payment of full amount is due on:

☐ **PAYMENT PLAN OPTION 2:**

An initial payment of: is due on:

A final payment of: is due on:

☐ **PAYMENT PLAN OPTION 3:**

An initial payment of: is due on:

A second payment of: is due on:

A final payment of: is due on:

**All payments should be sent to:**

EL Education, Inc.

C/o Accounts Receivable

247 West 35th Street, 8th Floor

New York, NY 10001

Phone: 212-239-4455

Fax: 212-239-8287



## **RESERVATION OF INTELLECTUAL PROPERTY**

In connection with the CSA entered into between EL Education and Detroit Public Schools Community District, 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: participant notebooks for Professional Services Institutes or Hybrid Coaching days; EL Education Library Resources – EL Education-branded Professional Learning Packs; and keynotes and other customized materials for delivery at Conferences or Institutes (hereinafter, the “Content”). The Content is being disclosed for the purpose of implementing the package of curriculum implementation services at Detroit Public Schools Community District.

The Content is intellectual property owned by EL Education and it may be disclosed to Detroit Public Schools Community District in hard copy format, electronic format, downloadable media format, and/or may be available for viewing and/or downloading via the EL Education Library web portal. 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 Detroit Public Schools Community District under this CSA, except for the limited license to use the Content for the purposes expressly provided to Detroit Public Schools Community District in the CSA. Any use of the Content in contravention of the terms set forth herein is a violation of the CSA and U.S. Copyright law.

The entire right, title, and interest in the intellectual property rights and the Content made available to Detroit Public Schools Community District in furtherance of the CSA entered into with EL Education, including all copyright, patent, trademark, trade secret, or other legal rights shall remain the exclusive property of EL Education. Detroit Public Schools Community District, its employees, agents, and representatives are permitted to use the Content within Detroit Public Schools Community District, but shall be prohibited from sharing, distributing, or disseminating the Content to institutions or individuals outside of Detroit Public Schools Community District. No license or other rights of any kind are granted to Detroit Public Schools Community District under this CSA to reproduce the Training provided by EL Education staff for other internal Detroit Public Schools Community District or external audiences. Detroit Public Schools Community District further agrees that it will not reproduce the training provided by EL Education staff for other internal Detroit Public Schools Community District or external audiences without EL Education’s consent. Upon separation from employment with Detroit Public Schools Community District employees, agents, or representatives of Detroit Public Schools Community District, who received training from EL Education staff and Content belonging to EL Education are prohibited from using or reproducing the Content and/or Training provided by EL Education to Detroit Public Schools Community District.

Any violation of the provisions in this section may be the basis for termination of the CSA by EL Education. Detroit Public Schools Community District acknowledges that the Content and Training are valuable to EL Education and that EL Education may not have an adequate remedy at law for a breach of the CSA related to the permissible use of the Content and Training. Detroit Public Schools Community District 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 attorneys’ 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, and 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/VIDEO RELEASE**

EL Education staff periodically take and/or use photographs, audio, and/or video recordings of teachers and students for purposes of publicizing and promoting the EL Education program. Detroit Public Schools Community District agrees to secure necessary consents, as required by law, from students (their parents or guardians) and teachers for their images and work to be featured in these photographs or recordings. Detroit Public Schools Community District agrees to indemnify and hold EL Education, its parents, subsidiaries, affiliates, agents, representatives, employees, successors, licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of any breach of this provision by Detroit Public Schools Community District based on its failure to obtain all necessary consents. Detroit Public Schools Community District acknowledges that EL Education is relying on this provision in its future use of photos/audio and/or video recordings as it deems appropriate, whether for educational and/or promotional purposes.

## **ORDER OF PRIORITY**

Should EL Education and Detroit Public Schools Community District sign another Agreement in addition to this CSA, the service payment terms, indemnification and intellectual property reservations set forth in this CSA 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 PSA, including failure to make any payments due under this CSA, 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 PSA, 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 CSA, 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 CSA. Any action relating to this CSA must be brought in the Federal or State Courts located in New York, and Detroit Public Schools Community District consent to the jurisdiction of such courts.

**SEVERABILITY:**

If any provision of this CSA 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 CSA shall remain in full force and effect. With respect to a particular application, if any provision of this CSA 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 CSA relating to Detroit Public Schools Community District intellectual property rights, Detroit Public Schools Community District indemnification obligations and payment obligations shall survive the termination or expiration of this CSA.

**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 CSA.



**APPROVALS:**

EL Education and Detroit Public Schools Community District agree to the above costs, intellectual property reservations, indemnifications and scope of services from January 14, 2020 to January 31, 2020. Each Signatory certifies that it has the authority to sign and enter into this PSA on behalf of the party it represents and agrees to be bound by the terms of this CSA.

By signing this agreement, you attest that you are authorized to sign on behalf of Detroit Public Schools Community District.

A handwritten signature in black ink, appearing to read 'Jackson A. ...', written over a horizontal line.

EL Representative

Chief Operating Officer

Title

1/14/2020

Date

A handwritten signature in black ink, appearing to read 'J. ...', written over a horizontal line.

Detroit Public Schools Community District  
Representative

Superintendent

Title

1/29/2020

Date

Please return a signed copy of the entire agreement and the purchase order to [pscontracts@eleducation.org](mailto:pscontracts@eleducation.org) or via fax at 413-461-3505.





## APPENDIX A – DESCRIPTION OF SERVICES AND COSTS

### PROFESSIONAL DEVELOPMENT SERVICES

#### STRATEGIC PLANNING DAYS

Strategic Planning days provide direct support to develop a clear set of partnership outcomes and associated progress monitoring strategies. The costs associated with Strategic Planning Days also cover:

- Time EL Education staff uses to develop the Strategic Planning Days and create associated materials for the school/district.
- All EL Education staff travel costs to and from the school.

*Please note: All Strategic Planning 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.*

#### PROFESSIONAL DEVELOPMENT INSTITUTES

Professional Development Institutes provide one to three (1-3) days of professional learning for teachers and leaders to support deep understanding of identified EL Education practices. EL Education will assign one facilitator for every twenty-five (25) participants in a Professional Development Institute. The costs associated with Professional Development Institutes also cover:

- Time EL Education staff uses to plan Professional Development Institutes
- Materials for all participants.
- All EL Education staff travel costs to and from the school.

*Please note: All Professional Development Institute 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.*

#### COACHING DAYS

Coaching Days provide direct onsite follow-up support to teachers, school leaders and district staff to support implementation of identified EL Education practices addressed in Professional Development Institutes. The costs associated with Coaching Days also cover:

- Time EL Education staff uses to develop the Coaching days and create associated materials for the school/district.
- All EL Education staff travel costs to and from the school.

*Please note: All Coaching 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.*

#### HYBRID COACHING DAYS

Hybrid Coaching days provide on-site coaching support and up to ninety (90) minutes of personalized professional development to meet school/district needs. The costs associated with Hybrid Coaching days also cover:

- Time EL Education staff uses to develop the Coaching days and create associated materials for the school/district.
- All EL Education staff travel costs to and from the school.

*Please note: All Hybrid Coaching 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.*



*Specific service dates will be scheduled with the EL Education staff assigned to provide the service. Note: Should inclement weather impact service delivery, EL Education will make good faith efforts to reschedule with Detroit Public Schools Community District. In the event that EL Education and Detroit Public Schools Community District are unable to reschedule service dates, Detroit Public Schools Community District will be billed 50% of rate.*

### **Cancellation Policy**

If you are unable to attend an event for which you have registered, please notify Nicole Graziano [ngraziano@eleducation.org](mailto:ngraziano@eleducation.org) in writing at LEAST fourteen (14) calendar days before the event or the partner will be charged use of a slot. Applicable slot will be deducted if cancellation occurs less 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 that begins on September 1, 2020. In the event that the partner designee desires to substitute one purchased slot for another equally priced slot, s/he can do so with written permission of the EL Education Partnership Manager 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.**

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

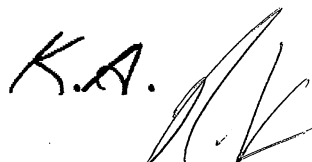
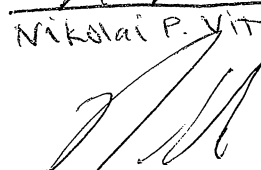
EL Education reserves the right to cancel programs because of low registration. Minimum enrollment to avoid cancellation is fifteen (15). In the event of cancellation, EL Education will notify participants at least ten (10) days in advance of the event. EL Education is not responsible for cancellation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

### **APPENDIX A REVIEW COMPLETED:**

Initialed: EL Education Representative

Initialed: School Signatory

Initialed: District Signatory (optional)

K.A.  1/29/2020  
Nikolai P. Vitti, Ed.D.  
 1/29/2020  
Nikolai P. Vitti, Ed.D.



## 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 1/17/2020 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 the Curriculum Services agreement with Detroit Public Schools Community District for the 2019-2020 school year, dated 1/17/2020, and which this agreement is intended to supplement. This 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.



## 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 either from 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.
- 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.

## 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 log-in.

## 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 the beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary, unless other time points are expressly noted in the



Curriculum Services agreement with Detroit Public Schools Community District for the 2019-2020 school year.

- 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.

## **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 the beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary, unless other time points are expressly noted in the Curriculum Services agreement with Detroit Public Schools Community District for the 2019-2020 school year.
- 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:

Title:

Address:

Email address:

Phone number:

### **For EL Education:**

Name: Rebecca Stanko

Title: Director of Curriculum Implementation

Address: 247 W. 35<sup>th</sup> St. Fl. 8 New York, NY. 10001

Email address: rstanko@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, 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.

**APPENDIX B REVIEW COMPLETED:**

A handwritten signature in black ink, appearing to read 'Jackson P. Ainsworth', written over a horizontal line.

EL Education Representative

Chief Operating Officer

Title

1/14/2020

Date

A handwritten signature in black ink, appearing to read 'Nikolai P. Vitti', written over a horizontal line.

Authorized School/District Signatory

Nikolai P. Vitti, Ed.D., Superintendent

Title

1/29/2020

Date