

SDP FELLOWSHIP AGREEMENT
between
ECTOR COUNTY ISD
and
PRESIDENT AND FELLOWS OF HARVARD COLLEGE

This Agreement (“Agreement”) is entered into by and Ector County ISD with offices located at 802 N Sam Houston Odessa, TX 79761 (“Client”) and President and Fellows of Harvard College, acting through the Harvard Graduate School of Education and the Center for Education Policy Research (“Harvard”), with offices at 50 Church Street, 4th Floor, Cambridge, MA 02138.

RECITALS

Since 2008, the Strategic Data Project (“SDP”) at the Center for Education Policy Research at Harvard University (“CEPR”) has partnered with school districts, charter school networks, state education agencies, and nonprofit education organizations to bring high quality research methods and data analysis to bear on strategic management and policy decisions. SDP was formed on two fundamental premises: (1) policy and management decisions can directly influence schools’ and teachers’ ability to improve student achievement; and (2) valid and reliable data analysis significantly improves the quality of decision making.

The SDP Fellowship is a program that develops and trains talented data strategists in client agencies where they take on an important data or analytic project identified by the partnering agency. In some cases, the program recruits and selects researchers and data strategists to act as “Data Fellows.” In other cases, the agency selects employees who work with data to join the program as “Agency Fellows.” All Fellows receive training and supports designed to boost skills and knowledge in three key areas: (1) measurement and analysis, (2) leadership and change management, and (3) education policy in order to carry out the work of the agency. Most importantly, partners become part of a national network of data strategists and researchers making an impact in education reform through research and data.

In addition to the terms and conditions contained herein, the following document is attached hereto and made a part of this Agreement:

Attachment 1 – Fellowship Program

1. FELLOWSHIP PROGRAM

Harvard will prepare 1 SDP Fellow to conduct research projects for Client with the characteristics described in Attachment 1 (“Fellowship Program”). Harvard and Client each agree to undertake their respective responsibilities as described in Attachment 1.

2. PERIOD OF PERFORMANCE

The overall Period of Performance of this Agreement will fall between October 1, 2020 (“Agreement Start Date”) and August 31, 2022 (“Agreement End Date”).

3. TOTAL COST

The total cost to Client for Harvard’s performance of its responsibilities under Attachment 1 is \$59,000 (“Total Cost”). This cost covers 1 Data Fellow at \$59,000 per Data Fellow. Client agrees to pay a

recruitment fee of \$10,000 per Data Fellow to defray SDP's costs should Client decide to break its commitment prior to the Cohort 12 orientation in October 2020.

Harvard will invoice the Client directly for \$29,500 by September 1, 2020 and \$29,500 by September 1, 2021.

Payment due within forty-five (45) days of invoice receipt.

4. PROJECT DIRECTORS

Harvard Project Director:

Miriam Greenberg
Director of Education and Outreach
Center for Education Policy Research
Telephone: 617-496-4950
Email: miriam_greenberg@gse.harvard.edu

Client Project Director:

Annette Macias
Executive Director of Accountability and School Improvement
Ector County ISD
Telephone: 432-456-5810
Email: Annette.macias@ectorcountyisd.org

5. ADMINISTRATIVE CONTACTS

Harvard Administrative Contact:

Alison Guerriero
Assistant Director, SDP Partnerships and Outreach
Center for Education Policy Research
Telephone: 617-496-0384
Email: alison_segal@gse.harvard.edu

Miriam Greenberg
Email: miriam_greenberg@gse.harvard.edu

Client Administrative Contact:

Annette Macias
Executive Director of Accountability and School Improvement
Ector County ISD
Telephone: 432-456-5810
Email: Annette.macias@ectorcountyisd.org

6. PUBLICATIONS; COPYRIGHT

Harvard has the right to publish and otherwise publicly disclose non-confidential information derived from work conducted under this Agreement. Harvard shall own the copyright in any works it originally authors under this Agreement.

7. USE OF NAME

Neither party shall use the name of the other in any form of advertising or promotion of this program without the prior written approval of the party whose name is requested to be used.

8. INDEPENDENT CONTRACTORS

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

9. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Any and all assignments made without such consent shall be void.

10. TERMINATION

Either party may elect to terminate this agreement, providing that it gives advance notice to the other party, in writing, a minimum of 30 (thirty) days prior to date of termination. In the event of early termination of the project, Harvard shall be entitled to reimbursement in full for the costs incurred up to the date of such termination and for costs incidental to the orderly liquidation of its services, including those non-cancelable obligations properly incurred prior to the effective date of termination.

11. MODIFICATIONS

This Agreement shall be modified only in writing signed by duly authorized representatives of both Client and Harvard.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Client and Harvard concerning the Cohort 12 Fellowship Program and supersedes all other understandings between the parties concerning that Program.

This Agreement shall be effective when signed by duly authorized representatives of both parties.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: _____

Title: _____

Date: _____

CLIENT

By: _____

Title: _____

Date: _____

**Attachment 1
Fellowship Program**

The following provides a synopsis of the fellowship program for “Data Fellows.”

I. A DESCRIPTION OF THE SDP “DATA FELLOWS” PROGRAM

The task of the Data Fellow is to provide senior Client leadership with new capacity in high-quality data analysis and decision making. The Data Fellow’s responsibilities will include four areas:

- 1. Focus Issue and Related Projects (50%).** For the duration of his/her fellowship, the Fellow will be assigned a focus issue—identified early on by agency leadership in collaboration with the SDP leadership as described below. A focus issue should represent an opportunity for the Fellow to take leadership, develop deep knowledge, and contribute substantially to the agency’s needs. A focus issue should also be an issue that benefits particularly from quantitative analysis.

Over the course of his/her fellowship, the Fellow will engage on a number of discrete tasks in service of pursuing a broader, substantial core piece of work around their focus issue. The collection of tasks comprising a core piece of work should be reasonably possible to complete by the conclusion of the fellowship.

- 2. Additional Issues and Projects Identified by Agency Leadership as They Arise (35%).** During the fellowship, the Fellow will devote substantial time to additional discrete analyses identified by agency leadership. Some of these areas may be known before the fellowship begins, but most will develop in the normal course of agency management and policy development. Such analyses may require as little as a few hours work, or as much as a few weeks. The objective is for the Fellow to provide analytic support for pressing agency issues.
- 3. Professional Development and SDP’s National Efforts (10%).** The Fellow will participate in professional development, including six off-site meetings, conference calls, webinars, readings, assignments and presentations. Additionally, the Fellow will participate in a network of education professionals with similar skills and responsibilities. Fellows in one partner agency may draw on the experience and expertise of Fellows in other partner agencies, researchers at non-partner agencies, colleges and universities, and other organizations engaged in education reform. In turn, each Fellow will link its agency, and agency leadership, back to this network. To help build this network, Fellows will contribute reports on the success and challenges of their work. Fellows may also be asked to present on their work during fellowship workshops. These reports and presentations will provide opportunities for other agencies and analysts to learn from and model best practices.
- 4. Capstone Reports (5%).** Throughout the two-year fellowship, Fellows will work across agencies as members of Capstone Report groups to complete a final project and present this project during the C12 Fellows graduation and second SDP Convening. The capstone reports will capture significant contributions each Fellow has made to their respective agencies. Example topics might include: development of early warning indicators, teacher evaluation systems that include measures of student learning, etc. The goals of this report are to (1) demonstrate Fellows’ impact on one aspect of the agency, through the use of data and analysis; (2) reflect on the cohort’s ability to contribute meaningfully to reform in K-12 education; and (3) build a base of usable, actionable knowledge for the field of data-use in education. SDP expects that the capstone reports will include non-confidential agency specific data, analyses, and descriptions of key projects. SDP and Fellows will adhere to appropriate IRB guidelines to protect human subject information. Capstones will be shared publicly and are intended to be resource guides for future Fellows.

The Data Fellow will be an employee of the Client and will be managed by and report to:

II. HARVARD'S RESPONSIBILITIES REGARDING "DATA FELLOWS"

- 1. Recruiting candidates.** Harvard will be responsible for recruiting applicants and selecting those of most promise to forward to Client. At Client's request, Harvard will use reasonable efforts to attempt to replace a Fellow if a sitting Fellow leaves the position during the first year of the Fellowship.
- 2. Training and support.** Harvard will provide (a) an initial orientation and training for the Fellow, and (b) additional formal training for five workshops over the course of the Fellowship. Harvard will provide travel and other incidental costs associated with these training sessions. The Fellow will also receive ongoing support, training, and mentoring on strategic problem solving, leadership, communication and analytic methods from SDP staff at CEPR, Faculty Advisors, and online sessions provided through book clubs, webinars, and other conference calls. Harvard will also provide the Fellow's Supervisor (1 per Fellow) with training at an initial orientation as well as at two annual convenings. Harvard will provide travel, room and board for the Supervisor.
- 3. Agreement on Fellow issue and project responsibilities.** Although Client will be the employer of the Fellow, Client and Harvard agree to work together to identify and agree upon the Fellow's workstreams, including the Fellow's focus issue(s), projects, timelines, and deliverables. Client and Harvard agree that these workstreams should be driven by the three responsibility areas outlined in Section I of this document and seek to maximize the strategic goals of both Client and the SDP. Initial agreement on workstreams will occur during the first three weeks of the Fellow's employment at the agency. This agreement on projects and products will be revisited by Client and Harvard at least every six months to ensure that changes are made as situations and strategies develop.

III. CLIENT'S RESPONSIBILITIES REGARDING "DATA FELLOWS"

- 1. Hiring.** Client agrees to hire one Data Fellow from among the candidates identified by Harvard and employ each Fellow for a period of two years. Client will provide a yearly salary between \$70,000 and \$90,000 and standard benefits for each Fellow. CEPR recommends the Client provide a stipend for relocation of more than 50 miles to cover relocation of household items and immediate family travel for the initial move, if applicable.
- 2. Agreement on workstreams.** Client and CEPR agree to work together to identify and agree upon each Data Fellow's focus issues and deliverables.
- 3. Release time.** Client agrees to provide the Fellow with release time for training and network development. In particular, the Fellow will be released to attend a four-day orientation meeting at the beginning of the Fellowship and for three days on five additional occasions over the course of the Fellowship. Exact dates for these trainings will be identified at the beginning of the Fellowship. The workshops are an integral part of the fellowship and CEPR expects that Data and Agency Fellows attend every workshop. Additionally, Client will support the Fellow in preparing for the workshops, by supporting the Fellow's allocation of time to complete pre-readings and pre-work during the two weeks before a workshop. In the case of extreme external circumstances, workshops will be help remotely, but trainings will still take place.

4. **Access to agency leadership.** Client will ensure that the Fellow has the opportunity to participate in working teams involved in projects that are of high import to the organization. Client will also ensure that the Fellow has an opportunity to present their work to senior agency leadership. The frequency and quality of such interactions will depend on the quality of work and level of trust developed by the Fellow.
5. **Working with other Fellows and sharing of analyses.** To achieve the SDP goals of fostering a national network and spreading SDP-like analyses and approaches to non-partner agencies, Client will allow the Fellow to share in confidence his/her analyses with CEPR, Faculty Advisors, and the other participating agencies. In particular, the Fellow will be encouraged to interact with Fellows at other districts and state education agencies. All parties recognize that there may be some exceptions that require strict confidentiality within the district.
6. **Feedback.** Client will provide feedback to CEPR about the candidates forwarded, the support provided by CEPR staff, and the Fellow's impact in the agency. In addition, CEPR hopes that the agency will share suggestions and ways in which the program could be improved. This feedback will be collected in regular intervals by SDP staff at CEPR through semi-annual reviews, annual surveys, and other more informal mechanisms.
7. **Management and supportive environment.** Client will take appropriate measures to integrate the Fellow into the agency generally and their team or department specifically. Agency leaders will provide individual support and mentoring for the Fellow. Although CEPR will provide substantial training, Client will provide additional training as Client feels appropriate.
8. **Management involvement in SDP.** Client will work to ensure that Fellow(s)' supervisor(s) participate in each of the following events: Fellow orientation, annual SDP spring convenings, and Fellow graduation. Travel expenses are provided by CEPR. Client may choose to include additional leaders in these events at their own expense.
9. **Capstone Reports.** Client will support the Fellow's completion of the capstone report, for publication via SDP.
10. **Continued employment of Fellow beyond the program.** CEPR and Client anticipate that during the program, the Fellow will demonstrate the value of his/her contribution to the agency. Assuming that value is demonstrated, Client is encouraged to retain the individual Fellow as an agency employee, and to maintain the methods, approaches, and projects initiated during the SDP partnership.