

SDP FELLOWSHIP AGREEMENT  
between  
JEFFERSON COUNTY PUBLIC SCHOOLS  
and  
THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

This Agreement (“Agreement”) is entered into by and between (“Client”) Jefferson County Public Schools, P.O. Box 34020, Louisville, Kentucky 40232-4020 and the President and Fellows of Harvard College, acting through The Harvard Graduate School of Education and The Center for Education Policy Research (“Harvard”), 50 Church Street, 4<sup>th</sup> 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 two-year program that places, develops and trains talented data strategists in client agencies where they can have an immediate impact on policy decisions that affect student outcomes. All Fellows receive a rich complement of professional development designed to boost skills and knowledge in three key areas: (1) measurement and analysis, (2) leadership and change management, and (3) education policy. Most importantly, Fellows 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 - Scope of Work

1. FELLOWSHIP PROGRAM

Harvard will prepare two Agency Fellows 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, 2013 (“Agreement Start Date”) and September 30, 2015 (“Agreement End Date”).

3. TOTAL COST

The total cost to Client for Harvard’s performance of its responsibilities under Attachment 1 is \$46,000 (“Total Cost”) in accordance with the following payment schedule:

On or before November 1, 2013: \$23,000

On or before November 1, 2014: \$23,000

Harvard will submit invoices to Client pursuant to the schedule set forth above.

#### 4. PROJECT DIRECTORS

##### Harvard Project Director:

Patricia Diaz  
Director, SDP Education and Outreach  
Center for Education Policy Research  
Telephone: 617-496-0210  
Email: [patty\\_diaz@gse.harvard.edu](mailto:patty_diaz@gse.harvard.edu)

##### Client Project Director:

Dr. Robert Rodosky  
Executive Director  
Accountability, Research and Planning  
Jefferson County Public Schools  
[Robert.rodosky@jefferson.kyschools.us](mailto:Robert.rodosky@jefferson.kyschools.us)

##### Harvard Administrative Contact:

Timothy Brennan  
Chief Operating Officer  
Center for Education Policy Research  
Telephone: 617-496-3548  
Email: [timothy\\_brennan@gse.harvard.edu](mailto:timothy_brennan@gse.harvard.edu)

#### 5. 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.

#### 6. USE OF NAME

Neither party shall use the name of the other or the name of the Bill and Melinda Gates Foundation (BMGF) 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. Client may not make any statement or otherwise imply to donors, investors, media or the general public that Client is a grantee of the BMGF.

#### 7. 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.

#### 8. 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.

#### 9. 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.

**10. GOVERNING LAW**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**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 5 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.

**THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CLIENT**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Attachment 1 Fellowship Program**

The Strategic Data Project (“SDP”) is an initiative of the Center for Education Policy Research at Harvard University (“CEPR” or “Harvard”) originally funded under “U.S. Programs Grant Number OPP52664: Strategic Data Project” from The Bill & Melinda Gates Foundation (BMGF) to Harvard.

### **I. A DESCRIPTION OF THE SDP AGENCY FELLOWS PROGRAM**

The task of the Agency Fellow is to enhance existing employee’s data analysis and decision making skills in support of Client senior leadership.

The Agency Fellow’s responsibilities will include three areas:

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

Over the course of his/her two-year fellowship, the Fellow will continue to fulfill his/her responsibilities to the Client, as an existing employee. SDP recognizes that the Agency Fellows joins the fellowship already having a full-time job with the Client and that these responsibilities will remain a primary component of the Fellows’ role. However, the Client will make every effort to widen the scope of responsibilities of the Agency Fellow such that his/her projects align with the SDP goals.

- 2. Professional Development and SDP’s National Efforts.** The Fellow will participate in professional development, including off-site meetings, conference calls and 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. These reports will provide opportunities for other agencies and analysts to learn from and model best practices.
- 3. Capstone Reports.** At the end of the two year fellowship, the Fellow will be expected to present a final project to the larger CEPR and ActivateED collaborative community. The capstone reports will capture significant contributions the Fellow has made to the agency. 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.

## II. HARVARD'S RESPONSIBILITIES REGARDING AN AGENCY FELLOW

1. **Training and support.** Harvard will provide (a) an initial orientation and training for the Fellow, and (b) additional formal training for seven 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.
2. **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 recognize existing responsibilities that will impact "new" projects an Agency Fellow takes on as part of the fellowship. Client and Harvard agree that these workstreams should be driven by the three responsibility areas outlined in Section I of this Attachment 1, and seek to maximize the strategic goals of both Client and the SDP.