

Statement of Assurances

This Statement of Assurances (hereinafter “Assurances”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the EAST Initiative (“EAST”), and _____, the Local Educational Agency, school or district (hereinafter “LEA”).

In consideration of the mutual interest and agreements set forth herein, the parties hereto do hereby agree as follows:

1. Term

These Assurances shall remain in effect for so long as the LEA operates a program based upon the EAST model within its agency, school or district.

2. Definitions

- a. **EAST Classroom** – The physical environment of the Local EAST Program.
- b. **EAST Community Council** – An LEA designated group of local stakeholders who meet to encourage and support the EAST Classes within the LEA.
- c. **EAST Conference** – 2 ½ day conference where facilitators and students across the country come together to network, attend breakout sessions, and participate in large group celebrations.
- d. **EAST Course Codes**
 - **204990** - EAST (Kindergarten-Grade 4)
 - **399190** - EAST (Grades 5-8)
 - **560010** - EAST I (Grades 9-12)
 - **560020** - EAST II (Grades 9-12)
 - **560030** - EAST III (Grades 9-12)
 - **560040** - EAST IV (Grades 9-12)
- e. **EAST Initiative** – The 501 (c)(3) non-profit organization that recruits, trains and supports Local EAST Programs as the schools implement the EAST educational model into those programs as well as the EAST Core Program. The EAST Initiative holds the intellectual property that comprises the training and support regimen for the Local EAST Programs and holds the trademarks for the EAST name.
- f. **EAST Administrator Training** – Three hour professional development for LEA administration and direct support staff for the local EAST Program.
- g. **EAST Program** – Specific EAST classes offered as part of the LEA’s curriculum.
- h. **EAST Students** - Students selected to participate in the EAST Program.
- i. **Facilitator** - The classroom teacher who oversees a local EAST Program.
- j. **Local Educational Agency (LEA)** – A public school or district that has oversight of educational services for a specific community. Each district and school site has an identifying LEA number which will be used as an identifier within the EAST Program.

- k. **Phase Training** – The professional development model used to train facilitators. Using sound educational theory and practice, delivered by instructor-and facilitator-led training in graduated phases over the course of a school year.
- l. **Student Technical Training** – Provides students with introductory to advanced level skills in software applications available in their classrooms. The new skills will provide an opportunity for the student to further their current EAST projects and hopefully foster new project ideas. Students that attend training sessions are expected to share their new skills with classmates (seed training). How they share this information is dependent on the requirements of the facilitator. Student training shall occur both during regular contract hours as well as non-contract hours. Initial year programs will attend a GIS training and one additional training of facilitator choice. Each sequential year, programs will choose to participate in a minimum of two student trainings.
- m. **Summer Seminar** – Ongoing facilitator professional development offered during non-contract hours.

3. *Involvement, Participation, and Administrative Support in Planning and Decision Making*

One of the intents of these Assurances is to develop a broad base of local support for the implementation and success of the applicable EAST Program. Community involvement and community-based projects are key to this success. In furtherance of this goal, EAST recommends the formation of a representative council to be named EAST Community Council that will include as many key people as possible in establishing, supporting, and maintaining the Program. When considering decisions regarding the Program, it is suggested that the EAST Community Council be consulted. Possible council members may include board of education members, teachers, students, parents, local business members and other interested community members.

Additionally, it is agreed that administrative support (district level and building level, including counselors), has an understanding of the undergirding EAST philosophy and critical factors to the success of the Program. **Therefore, LEA commits to notifying EAST of changes in administrative personnel as soon as possible leading up to and after the change.**

4. *Professional Development*

LEA agrees to:

- a) require its Facilitator to actively and fully participate in professional development activities (including, but not limited to Phase Training, EAST Conference, and Summer Seminar) on a continuing basis as a part of his/her normal duties
- b) participate in student technical training (at least 2 per year)
- c) participate in EAST Administrative training, a three hour professional development for LEA administration and direct support staff for the local EAST Program

Facilitator professional development, administrative professional development, and student training shall occur both during regular contract hours as well as during non-contract hours. LEA agrees to complete all subsequent professional development designated as *required* by EAST.

5. *Commitment, Ownership, and Responsibility*

LEA agrees to provide the resources required and the necessary funding to ensure the on-going success of the EAST Program.

Classroom

- The LEA will provide telephone access within the EAST Classroom.
- The LEA will provide internet access within the EAST Classroom.
- The LEA will provide ample bandwidth to enable reasonable speeds of streaming.
- The LEA will provide access to email accounts for students and faculty.
- The LEA will provide lockable storage for peripherals, EAST documentation, or other needs as the East Program develops.

Technology

- The LEA and LEA's technical personnel agree to adhere to the initial specifications and configuration and network topology for the EAST classroom as developed by EAST in the initial year.
- The LEA will not rebuild or otherwise restructure any component of the EAST Classroom to meet the school district (or any other) configurations without input from the Facilitator and approval from EAST prior to changes being made.
- The LEA will not move or relocate the EAST Classroom without consent from EAST (and possibly the grantors, for EAST Grant recipients).
- The LEA will not extend the EAST Classroom into other non-compatible rooms.
- The LEA will be solely responsible for internet access.
- The LEA and LEA's technical personnel will abide by the process outlined by EAST for technical support in the EAST Classroom.

Funding

- The LEA will provide necessary funds for travel to and from all required professional development activities, Student Technical Training, and EAST Conference.
- The LEA recognizes that upon receipt of grant (if applicable) and implementation of the EAST Program that it is the sole owner of the technology placed in the EAST Classroom (subject to provisions of the EAST grant).
- The LEA will provide necessary funds to maintain a computer system adequate for the EAST Program, which shall include the periodic upgrading of hardware and software.
- The LEA will provide necessary funds for adequate insurance for all EAST Classroom equipment.
- The LEA will provide a budget that includes necessary operational funds for the EAST Program. Fundraising by the local program for these budgetary needs is not an adequate substitute for the district commitment to maintain the program.

LEA agrees that the resources within the EAST Classroom shall be used in association with EAST educational activities and purposes only, and that the integrity of software and licensing agreements shall be strictly maintained.

LEA agrees to maintain and annually update a documented inventory list of all EAST equipment, resources, and software licenses to be produced upon request of EAST.

6. *Program Integration*

LEA agrees that the EAST Program shall be an integral part of LEA's curriculum and agrees to adopt, integrate and expand the advanced applications, project-based and service-oriented methodology inherent in EAST's educational model. Projects that are more narrowly focused on mere fundraising and collecting of items or monies for other organizations or charities are highly discouraged. LEA further agrees to offer a minimum of three sections of EAST in its class schedule during the first year with plans to expand the EAST Program to its maximum potential in

subsequent years (a full day scheduling is recommended). Variance from these minimum offering requirements may be granted at EAST's reasonable discretion, or at the discretion of the participating state Department of Education (if applicable) based on local circumstances. The LEA commits to immediately notifying EAST if it anticipates that these minimum requirements may not be met. As the EAST Program is NOT designed as a survey course, LEA commits to allowing students to take the course as a year-long (or equivalent) offering.

7. Facilitator Selection and Recruitment

Facilitator selection and maintenance shall be LEA's responsibility; however, LEA agrees to select a Facilitator who shall have no more than one other preparatory subject and not be in Track 3 of the TESS evaluation protocol at the time of assignment. A Facilitator who is assigned to the EAST Program on a full-time basis is recommended. A Facilitator should possess advanced people management skills, basic understanding of technology, and the ability to form constructive relationships with students and clients. Prospective Facilitators who have responsibility for other performance-based classes are not recommended. Those responsible for athletic activities are strongly discouraged as the EAST environment requires a great deal of focus and energy to properly manage. Projects can often dictate time needed outside of school hours.

Due to unforeseen circumstances, LEA may be placed in situations where, for a short time, it is forced to conduct the EAST Program without a trained Facilitator. In this situation, LEA agrees to contact EAST and arrange for special consideration training. EAST staff shall work with LEA and new Facilitator(s) to ensure that EAST Students are provided with the continuing opportunity to participate in a successful EAST Program.

8. Student Selection and Recruitment

Students selected and recruited for the EAST Program shall represent the diversity of the applicable LEA's student population in terms of gender, academic performance, age, race and socio-economic status. LEA agrees to inform EAST Students of, and encourage them to attend, off-campus training and educational opportunities sponsored or endorsed by EAST. LEA agrees to obtain any and all permission necessary for students' participation in these opportunities. All EAST Courses (Elementary, Middle School, Junior High, and I-IV depending on setting) shall be offered within the same class period. No class period shall be populated with a single sub-population.

9. Class Size and Environment

LEA agrees to use its best efforts to create an environment within the EAST Classroom wherein the effectiveness of team development and project management are encouraged, while maintaining the integrity of EAST's philosophy. As this is a developmental and evolutionary model, LEA commits to ensuring that class size is maintained as EAST recommends, namely:

- During the first year of Program implementation, during which time EAST Students are more involved in tutorials and learning teambuilding skills, LEA commits to maintaining class size at no greater than twenty (20) students per section offered for secondary grades and no more than fifteen (15) per section offered for elementary grades.
- During the second year and subsequent years, where experienced EAST Students are often teamed with new EAST Students, class size may not be greater than twenty-five (25)

students per section offered for secondary grades and no more than twenty (20) per section offered for elementary grades.

- During years of Facilitator turnover or when additional Facilitators are added for EAST Program expansion, LEA commits to maintaining class size at no greater than twenty (20) students per section offered for secondary grades and no more than fifteen (15) per section offered for elementary grades for classes facilitated by new Facilitators.
- Troubleshooting technical issues in an EAST classroom should be a learning experience—more specifically, it should promote *solving* problems, not fixing problems. Therefore, EAST advocates a method for resolving technical issues, so that students learn how to solve problems themselves, instead of simply getting the end answer from someone else.

10. Program Evaluation

LEA agrees to participate in periodic on-site evaluation by EAST personnel for the purpose of EAST Program improvement and enhancement. EAST shall schedule these visits and provide documented feedback to LEA.

11. Miscellaneous

LEA may receive access to certain of EAST's trade secrets and/or proprietary, secret, confidential and/or other information including, but not limited to, donor identities and prospect lists, donor-giving history, donor biographical data, donor demographic data, fundraising and business strategies, materials, processes, procedures, systems, computer programs, devices, individuals associated with business, internal operations, personnel records, trade secrets, financial information, and any other data, of any kind, not generally available to the public (the "Confidential Information"). LEA is prohibited from disclosing Confidential Information to any third party unless (a) authorized in writing by EAST's President and CEO or her/his designee, and (b) said third party recipient agrees to maintain the secrecy of the Confidential Information. LEA shall take all steps requested by EAST to protect the Confidential Information *except to the extent disclosure is required by state or federal law, including but not limited to any requirements under the Arkansas Freedom of Information Act.*

These Assurances are neither intended to, nor shall they be construed as, creating a joint venture, partnership, agency, employment relationship, or any other relationship that may result in vicarious liability between the parties hereto. LEA agrees to defend, hold harmless, and indemnify EAST, along with EAST's agents, directors, representatives, successors, assigns, employees, and volunteers, from any and all claims, demands, damages, actions, causes of action, and liabilities which may result from, arise out of, or relate in any way to LEA's conduct, misconduct, or negligence in connection with these Assurances.

These Assurances may be executed in multiple counterparts which, when read together, shall constitute and comprise a single document. Facsimile signatures hereto shall be as enforceable and binding as manual signatures hereto. These Assurances shall be governed by the laws of the State of Arkansas, and all disputes that might arise hereunder shall be adjudicated exclusively in Pulaski County, Arkansas. These Assurances may only be modified or amended by a written document which is executed by and between the parties hereto. These Assurances constitute the entire agreement and understanding between the parties hereto relating to the subject matter contained herein. Each party executing these Assurances covenants that he/she has the power to enter into these Assurances and bind his/her principal, if any, thereto. Headings are for the convenience of the reader only and shall not be binding on the parties. Each provision of these Assurances is severable and to the extent any such provision shall be deemed to be invalid or

unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of these Assurances, and these Assurances shall be automatically amended to the least extent possible to allow the enforcement of the invalid or unenforceable provision.

LEA agrees that failure to comply with the terms and conditions contained in these Assurances, including but not limited to LEA's failure to implement the EAST Program as designed and agreed upon, may result in termination of the EAST Program and/or LEA's return of funds granted specific to the EAST Classroom.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Agreement as of the date first referenced above.

Signed for and on behalf of LEA:

Administrator's Signature _____ Date _____

Administrator's Title _____

District Name _____ District LEA# _____

School Name _____ School LEA# _____

Do not write below this line.

Signed for and on the behalf of EAST Initiative:

Signature _____ Date _____

Title _____