



***SES Coalition Agreement***  
***2011-2012 School Year***

**THIS SES COALITION** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **EDUCATION INDUSTRY ASSOCIATION, INC.** (hereinafter referred to as "**EIA**") and \_\_\_\_\_ (hereinafter referred to as "**Coalition Member**").

- **WHEREAS**, EIA, through its SES coalition (the "**Coalition**") operating, since 2005, under the formal governance of the EIA, has earned the reputation as a strong and forceful advocate for after school tutoring among a cross-section of SES stakeholders, including providers;
- **WHEREAS**, the reauthorization of the ESEA (NCLB) is effectively delayed until 2013 at the earliest, thus advocacy efforts will shift from Washington, DC to efforts that endeavor to ensure State and school district compliance with NCLB and Federal waivers;
- **WHEREAS**, the Coalition will sponsor activities to help SES providers diversify its business interests beyond this Federal categorical program;
- **WHEREAS the** Coalition Member desires to participate in the Coalition in accordance with the terms and provisions set forth in this Agreement.

**NOW, THEREFORE** in consideration of the promises and mutual benefits expressed herein, the EIA and the Coalition Member agree as follows:

**A. Coalition Administration, Work plan and Fee Schedule**

1. Administration and Management

All Coalition-specific activities shall be conducted under and through the legal structure and in compliance with the policies of the Education Industry Association, a 501 (c) (6) nonprofit professional membership association, with its activities subject to the oversight of the EIA Board of Directors and facilitated by its Executive Director or other staff of the EIA. The EIA shall retain all fiduciary responsibilities with regard to collecting and disbursing Coalition funds, maintaining internal financial controls, and compliance with all IRS accounting and reporting policies with respect to the advocacy activity of the Coalition.

With respect to Administration and Management of the project relating to the Coalition Purpose, the EIA shall:

- Provide professional services to implement the Coalition's approved and funded Annual Work Plan as explained in **Exhibit A**, attached to and made part of this Agreement, as may be amended from time to time;
- Develop a Coalition Fee Schedule contained in **Exhibit B**, attached to and made part of this Agreement, as may be amended from time to time;
- Sufficiently segregate funds within the Association's accounting system to allow accurate tracking of all Coalition income, expenses, and disbursements;
- Provide timely financial and program progress reports to the Coalition;
- Organize conference calls and meetings with members, as needed, to facilitate the exchange of information relative to the goals of the Coalition and conduct all such conference calls and meetings in compliance with federal antitrust laws and regulations;
- The Chair of the EIA Policy and Communication Committee shall chair the Coalition. The chair shall coordinate with EIA in convening Coalition meetings and provide oversight of Coalition activities on behalf of the full membership.

2. Annual Work Plan:

The Annual Work Plan for the Coalition is contained in **Exhibit A**, attached to and made a part of this Agreement. On or before September 1 of each year during the term of this Agreement, the EIA will develop a revised Annual Work Plan designed to address the anticipated activities of the Coalition for the upcoming school year.

3. Fee Schedule:

SES Coalition members agree that Coalition Services are not paid for with EIA Membership Dues and that the benefits of Coalition membership are in addition to those benefits provided to regular EIA members. The Coalition member agrees to fully fund the Coalition as by paying its assessment, in a single lump-sum when this Agreement is ratified and in accordance with the Fee Schedule that is attached to this Agreement. The Coalition Member agrees to pay \$\_\_\_\_\_ within 30 days of signing this Agreement.

**B. Term**

The term of this Coalition Agreement shall be 12 months unless terminated by either party for its convenience with 30 days written notice. If the agreement is terminated before the end of a term, there shall be no refunds, pro-rated or otherwise of fees paid to EIA by the Coalition member.

**E. Compliance with Laws**

Each party hereto agrees to comply with all applicable laws and regulations, including without limitation to state and federal antitrust laws.

**F. Confidentiality**

Each party acknowledges that, in the course of conducting Coalition business, Confidential Information of a party, or of another Coalition Member, may be shared with each other and with other Coalition Members. For purposes of this Agreement, "Confidential Information" shall mean information that is proprietary and confidential as to the disclosing party. "Confidential Information" includes, but is not limited to, information concerning business relationships; employee information; product information; product plans; financial information; customer lists; strategic business plans; marketing strategies; trade secrets consisting of formulae, processes, patterns, devices and compilations of information; records; and specifications which are owned by the disclosing party. Confidential Information does not include any information that: (a) was lawfully known by the recipient prior to its receipt hereunder; (b) is or becomes publicly available without breach of this Agreement or any other agreement protecting the confidentiality of such information; (c) is lawfully received

by the recipient from a third party who does not have an obligation of confidentiality to the disclosing party; and/or (d) is developed independently by agents or employees of the recipient not having access to Confidential Information.

Each party agrees that, except as required by law or court order, it shall not disclose to any person, other than its own respective employees, officers, directors or agents having a reasonable need to know the Confidential Information, any Confidential Information of the other party or of a Coalition Member. In addition, each party agrees that it shall not use any Confidential Information that has been disclosed to it by the other party, or by another Coalition Member, for any reason other than Coalition business.

These confidentiality obligations shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have read, had the opportunity to discuss the terms and caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**EDUCATION INDUSTRY ASSOCIATION, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
STEVEN PINES, EXECUTIVE DIRECTOR

\_\_\_\_\_, INC.  
**[Insert Member Organization Name]**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name Title

Return the signed Coalition Membership Agreement to:

Mr. Steve Pines, Executive Director  
Education Industry Association  
1839 Batten Hollow Road  
Vienna, VA 22182

And Remit Payment to:

Ms Rashida Calvin  
Tate-Tryon, Inc.  
2021 L. Street NW  
Suite 400  
Washington, DC 20036

**Exhibit A**  
**2011-2012 Work Plan for SES Coalition**

EIA is undertaking a comprehensive State and Local campaign to ensure that providers experience fair-play while implementing SES services (in the absence of reauthorization efforts in Congress). In addition, EIA will assist our members to explore new business opportunities beyond SES. We will endeavor to:

- Support you in addressing implementation challenges at the state or local level. Beginning this fall, we will do the following:
  1. Host each month 2-3 proactive “Getting the Most and Best from SES” conference calls for SES officials at targeted State and/or District levels. Each call will include:
    - Introduction of EIA, our history and experience with SES, including promoting use of the EIA Code of Ethics.
    - Discussion of issues relevant to that State or District (as communicated by SES Coalition members to EIA).
    - Discussion of any State or District’s concerns related to SES providers in their jurisdictions.
    - Gather data about waivers and how each state may tailor its application with respect to SES and then assist the state to devise approaches to SES that will retain its integrity.
    - Follow up by EIA with SES Coalition members regarding the conference call and its outcomes.
  2. Address emerging issues/problems/concerns in a reactive fashion at the State or District level as they are identified by SES Coalition members. For example, EIA will work with school districts to endeavor to ensure that parent notification occurs in a timely fashion and that enrollment windows are sufficient to provide maximum opportunities for student enrollment. Actions may take one or more of any number of forms:
    - Host monthly (or more frequent) calls with Coalition members to ensure they have timely information about developments at the federal-state-local levels, as well as provide a forum for information exchange among providers working in diverse markets.
    - Conduct conference calls and/or meetings with SES officials.
    - Engage with USDoe to assist in problem-resolution as appropriate to the situation..
    - Outreach to local media and/or write opinion editorial to give the issue more public focus and lift.
    - Solicit letters and testimonials from SES providers’ families/students in support of provider/SES generally.
- Offer “Beyond SES” professional and business development programs – Due to the uncertain future of SES, EIA will develop and offer a series of programs to help members transition beyond the provision of SES, or to completely transform their businesses. The programs will be offered monthly as webinars/conference calls beginning in January, 2012 if not sooner, and feature:
  1. Insights and recommendations from well-know education industry consultants.
  2. Case histories of EIA member companies that have transitioned beyond SES to create and address new markets and revenue opportunities.
  3. Results of regular surveys of education business executives regarding “hot” opportunities and new lines of business.

**Exhibit B**  
**Fee Schedule for 2011-2012**

SES Coalition fees are in addition to regular membership dues as they represent association efforts that are targeted to a special interest of the membership and reflect the additional efforts for the benefit of this special interest coalition.

The fee schedule outlined below allocates assessments in relation to the scope of a provider's operations, whether they operate in a single State, a region or nationwide. Depending upon the nature of the issue and the effort needed to resolve the issue, EIA reserves the right to request additional resources from affected members. We understand this situation to be exceptional and that most engagements with State and Local officials will be handled under the terms of this agreement. We make no warrants or assurances that EIA will prevail in any or all circumstances.

**All fees span twelve months starting September 1, 2011 through August 31, 2012 and shall be paid in full upon ratification of this agreement. Please select the Tier that reflects the number of States in which you are currently operating.**

**Tier 1 Single State Fee- \$2500.00**

**Tier 2 Two-Seven States- \$5,000.00**

**Tier 3 More Than Seven States \$10,000.00**

