

**EQUAL JUSTICE WORKS FELLOWSHIPS 2021-2023**  
**MEMORANDUM OF AGREEMENT**

**I. Purpose**

It is the purpose of this Memorandum of Agreement (Agreement) by FELLOW (Fellow), and Equal Justice Works to delineate the terms and conditions of the participation of Fellow in the Equal Justice Works Fellowship Program (Fellowship Program). The parties understand and agree that this Agreement is legally binding on the parties and that it shall be deemed effective upon the last signature of the Fellow and Equal Justice Works on the signature pages hereof.

**II. Fellow's Status**

A. Fellow understands and acknowledges that Fellow is an employee of HOST ORGANIZATION (Host Organization), a nonprofit organization, and not of Equal Justice Works, and that either Fellow or Host Organization may terminate the employment relationship between Fellow and Host Organization at any time. Notwithstanding the foregoing, in the event such employment relationship is terminated prior to the expiration of the Term, Fellow and Host agree to provide reasonable advance notice to Equal Justice Works of anticipated employment termination. Equal Justice Works shall have no liability to either Fellow or Host Organization in connection with such termination and Equal Justice Works will cease making Supporting Payments to Host Organization related to that Fellow. Should Fellow or Host Organization decide to terminate the employment relationship, Equal Justice Works may release Fellow and Host Organization from their Fellowship obligations pursuant to Section VII below.

B. Fellow is not an employee of Equal Justice Works and is not entitled to any Equal Justice Works employee benefits. Equal Justice Works shall have no obligation to, and will not, supervise, control, or direct the Fellow's work at the Host Organization.

C. This Agreement does not in any way make any of the parties partners, joint venturers, or principal and agent. Fellow is not an independent contractor of Equal Justice Works. Fellow shall not represent him/herself/their self as an agent of Equal Justice Works or act in any manner inconsistent with the terms described in paragraphs A, B and C of this section.

**III. Fellowship Term**

A. The Fellowship Term is 24 months and is expected to begin in September 2021 and end 24 months following (the Term or Fellowship Term). A Fellow may begin working with the Host Organization before September 2021, but this will not extend the Fellowship Term. Equal Justice Works will not initiate Supporting Payments until September 2021. A

Fellow may begin later than September 2021 only in extenuating circumstances and with the prior written approval of Equal Justice Works.

B. Fellow and Host Organization understand that the Fellowship Program requires a commitment from all parties for the entire Term and agree to use their best efforts to fulfill this commitment. Termination of the employment relationship between Fellow and Host Organization prior to the completion of 23 months of the Term is highly discouraged. Fellow agrees to provide prompt notice of any such termination to Equal Justice Works, which may, in its sole discretion, consult with the law firms, corporations, other entities or individuals funding the Fellowship (Sponsors).

C. A termination is deemed an Early Termination if the Fellow ceases work on the project 23 months or less from the start date unless leave is authorized pursuant to Section III(D) or Fellowship has been terminated in accordance with Section VII below. Early Termination results in an incomplete Fellowship. In the event of an Early Termination:

1. Equal Justice Works has the right, pursuant to the terms of the Loan Repayment Assistance Program, to be reimbursed for all funds disbursed to Fellow through the Loan Repayment Assistance Program if Fellow departs before the Term is completed.
2. Fellow may not identify as a current or former Equal Justice Works Fellow publicly or on professional documents.
3. Equal Justice Works will remove Fellow's profile from the Equal Justice Works website and all other promotional materials.
4. Equal Justice Works will immediately discontinue Supporting Payments, and the Host Organization will be required to refund the pro rata share of Supporting Payments not used to pay Fellow's salary.

D. The Fellow may take medical, maternity, bar study, vacation, family, and personal leave during the course of the Fellowship Term in accordance with the leave policies of the Fellow's host organization and applicable law. However:

1. Fellow or Host Organization as appropriate must promptly notify Equal Justice Works in writing of leave time taken during the Fellowship Term which exceeds two consecutive weeks and indicate whether such leave is paid or unpaid, the basis for such leave, and Fellow's expected date to return to work, as well as an update on the status of ongoing work matters.
2. Equal Justice Works will suspend Supporting Payments to the Host Organization for unpaid leave exceeding two weeks. Unpaid leave in excess of two weeks will be added to the end of the Fellowship Term. Supporting Payments are reinstated once the Fellow returns to work. Notwithstanding the foregoing, Host

Organization shall be responsible for paying Fellow all wages and benefits due under the Host Organization's policies and applicable law.

3. If a Fellow fails to return from leave, Equal Justice Works will deem it an Early Termination of the Fellowship with the attendant consequences set forth in Section III(C), unless prohibited by applicable law.

#### **IV. Obligations of Fellow**

A. Fellow shall carry out the duties and responsibilities described in the Fellowship application (which is incorporated by reference into this Agreement in its entirety) and as such duties and responsibilities may be modified with the prior approval of Equal Justice Works (Fellowship Duties).

B. Fellow agrees that time is of the essence in the performance of the Fellowship Duties, and Fellow shall devote his/her/their best efforts, skills and abilities to perform the Fellowship Duties and further the interests of Equal Justice Works in connection with the Fellowship activities. Unless agreed in writing in advance with the Host Organization and Equal Justice Works, the Fellow shall work full time.

C. Fellow agrees to participate in activities that will enhance involvement in the Fellowship Program and further the mission of Equal Justice Works. These activities may include communication and media requests, representing Equal Justice Works at events, and relationship building with Sponsors and other outside stakeholders. Training or coaching will be made available to Fellows at the annual Leadership Development Training.

D. If Fellow is not already a licensed attorney in good standing in the state in which they will practice during the Fellowship Term, Fellow agrees to sit for the bar examination at the earliest available date, absent compelling personal circumstances that preclude Fellow from doing so. Prior written approval from Equal Justice Works is required to postpone taking the bar examination. Fellow must notify Equal Justice Works of the results of his/her/their bar examination within one week of receiving them. If Fellow does not pass the bar examination, Fellow and Host Organization must seek written approval from Equal Justice Works to continue the Fellowship, contingent upon retaking and passing the next available bar examination. Fellowship may be terminated at the discretion of Equal Justice Works for failure to pass the bar examination. Requests for leave related to retaking the bar examination must be approved in writing by Equal Justice Works and Host Organization in accordance with Section III(D).

E. Fellow shall submit to Equal Justice Works:

1. Three written reports based on templates provided by Equal Justice Works (Reports). Reports shall be due at the six-month, one-year, and two-year mark of the Fellowship. Host Organizations must review and contribute to the Reports. The

Reports will be reviewed and approved by Equal Justice Works, and sections of the Reports will be shared with Sponsors by Equal Justice Works. Fellow understands that Equal Justice Works reserves the right to terminate the Fellowship, withhold Supporting Payments and/or withhold Loan Repayment Assistance Program payments should Fellow fail to submit any of the Reports by the designated deadlines without prior consent by Equal Justice Works. Reports shall be due in accordance with the following schedule, unless otherwise instructed by Equal Justice Works:

- a) **6-Month Report: March 1, 2022**
- b) **12-Month Report: August 1, 2022**
- c) **24-Month Report: August 1, 2023**

2. In addition to the Reports referenced in Section IV(E)(1), Fellow will provide a Fellowship Overview prior to the start of the Fellowship, Six-Month Fellowship Update, One-Year Fellowship Update, and Fellowship Summary at the end of the Fellowship Term, based on templates provided by Equal Justice Works by established reporting deadlines. Equal Justice Works reserves the right to edit these documents and use them on its website and in other publications and marketing presentations. Fellow understands that Equal Justice Works reserves the right to terminate the Fellowship, withhold Supporting Payments, and/or withhold Loan Repayment Assistance Program payments should Fellow fail to submit these documents by the designated deadlines without prior consent by Equal Justice Works. Notwithstanding the foregoing, Fellow shall be entitled to all wages and benefits from the Host Organization due under the Host Organization's policies and applicable law.

3. Information as requested by Equal Justice Works at the conclusion of the Fellowship, including but not limited to Fellow's personal email address and information regarding Fellow's future employment plans.

4. Any other supplemental reports and data as required by Equal Justice Works.

F. Fellow understands that his/her/their attendance at the annual Equal Justice Works Leadership Development Training (LDT) is mandatory and that failure to attend without prior written consent by Equal Justice Works will be deemed a material breach of this Agreement and may result in the termination of the Fellowship.

- a) **LDT 2021: October 12-14, 2021**
- b) **LDT 2022: Dates will be announced in 2022.**

G. Fellow understands that his/her/their participation in several training webinars throughout the course of the Fellowship is mandatory, in accordance with the schedule below. Fellows will be provided with advance notice of additional mandatory webinars as they are scheduled.

- a) Fellowship Onboarding Webinar: September 8, 2021, 3-4PM ET
- b) Leadership Development Training Overview: TBD

H. Fellow shall be identified as “Equal Justice Works Fellow” on all business cards, e-mail signature blocks, outreach materials, news articles, and all other public items produced by Fellow and/or Host Organization, including Host Organization’s website and social media. Fellow shall acknowledge Sponsors on all business cards, e-mail signature blocks, outreach materials, and all other publicity items produced by Fellow and/or Host Organization. Equal Justice Works shall provide additional guidance as to the method for this Sponsor acknowledgement. Fellow shall acknowledge Equal Justice Works and Sponsors during any and all presentations or media contacts. Equal Justice Works may advise Fellow of specific modifications to the above requirements in cases where Equal Justice Works and Sponsors have reached agreement about such modifications (e.g., when a Sponsor requests a special title for Fellow or wishes to remain anonymous), and Fellow shall be identified and make acknowledgments accordingly.

I. Fellow agrees to develop and maintain a relationship with Sponsor(s) as directed by Equal Justice Works, including but not limited to the following:

1. Fellow shall not ask Sponsors for the commitment of additional funds without prior written approval from Equal Justice Works.
2. Fellow shall include Equal Justice Works on all email communications with Sponsors via copy (cc) or blind copy (bcc) unless or until Equal Justice Works states otherwise.
3. Fellow shall promptly notify Equal Justice Works in advance of any meeting with or presentation to Sponsors. Fellow agrees to provide Equal Justice Works with a copy of all sponsor presentations no later than one week prior to the date of the presentation, unless Equal Justice Works has stated otherwise. Fellow agrees to amend the presentation if requested to do so by Equal Justice Works. Fellow agrees to practice the presentation with Equal Justice Works if requested to do so.
4. Fellow agrees to work with Equal Justice Works staff to appropriately thank Sponsors at the beginning and end of the Fellowship Term.
5. Fellow shall abide by all restrictions placed by Sponsor(s) on work performed as part of the Fellowship. Fellow and Host Organization are responsible for confirming restrictions with Sponsor(s) prior to the start of the Fellowship.

Fellow and Host Organization must consult Sponsor(s) and Equal Justice Works where restrictions are unclear.

6. Fellow shall confer with Equal Justice Works about potential pro bono opportunities related to the Fellowship. Fellow acknowledges that Sponsors have a right of first refusal for all pro bono opportunities generated by the Fellowship.

J. Any material change to the Fellowship requested by Fellow, including but not limited to change in project focus, change in Host Organization, and early release from Fellowship, must be approved in advance in writing by Equal Justice Works. This provision does not limit the ability of Fellow or Host Organization to terminate the employment relationship between Fellow and Host Organization pursuant to Section II(A).

K. Equal Justice Works may use Fellow's work product, including but not limited to, Sponsor Reports, Fellowship Overview, Six-Month Fellowship Update, One-Year Fellowship Update, Fellowship Summary, PowerPoint presentations, and descriptions of pro bono opportunities, for illustrative purposes and training, in recruiting sponsors, and in marketing or promoting the Fellowships program in meetings, presentations, and media. Equal Justice Works will not ask Fellows to furnish data or information subject to attorney-client privilege or other applicable privilege.

## **V. Obligations of Host Organization**

Fellow agrees and acknowledges the following additional obligations of the Host Organization:

A. Host Organization shall assist Fellow in carrying out the Fellowship Obligations and Duties described in Section IV of this Agreement. Host Organization shall make clear to all pertinent supervisors and other employees that the Fellowship has been awarded to achieve the specific project goals laid out in the Fellowship application. Host Organization understands that Fellow's participation in the Host Organization's traditional staff attorney work is permitted only on a limited basis where such work helps Fellow develop skills needed to meet the Fellowship project goals, and only when such work does not interrupt, distract, or otherwise inhibit the Fellow's progress on the Fellowship project.

B. Host Organization shall provide appropriate and adequate orientation, training, support, and supervision to Fellow during the Term. Host Organization shall work with Fellow to assess and respond to his/her/their ongoing needs for orientation, training, support, and supervision. Host Organization shall provide Equal Justice Works notice of the departure and replacement of Fellow's supervisor within two weeks of such departure.

C. Host Organization shall work closely with Fellow to fulfill the reporting requirements described in Section IV(E) of this Agreement. Host Organization understands that Fellow's attendance at the two Equal Justice Works Leadership Development Trainings described in Section IV(F) and participation in webinars described in Section

IV(G) is mandatory, and Host Organization shall not impose any unreasonable obstacles that would prevent Fellow from attending such trainings and participating in such webinars.

D. As Fellow's employer during the Fellowship Term, Host Organization shall be responsible for complying with all applicable employment-related laws, including, for example, the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Family and Medical Leave Act, the Americans with Disabilities Act, each as amended, and all other federal, state, and local laws relating to employment, including without limitation such laws relating to classification, benefits, compensation, wage and hour issues (including overtime pay), wage deductions, equal rights, leave and other time off, accommodations, safety, privacy, discipline, notice, and termination.

## **VI. Compensation, Benefits and Reimbursements**

A. In consideration of the satisfactory performance by Fellow and Host Organization of the obligations described in Sections IV and V of this Agreement, the obligations of Equal Justice Works and Host Organization with respect to compensation and benefits in connection with the Fellowship shall be as set forth in this section. Under no circumstances will Equal Justice Works or Sponsors be held responsible for any costs associated with the Fellowship other than those set forth expressly herein.

1. Equal Justice Works will provide Host Organization up to \$50,000 to defray, in whole or in part, the cost of the Fellow's salary each year (Supporting Payments). Host Organization will receive annually in Supporting Payments the lower of either the Fellow's annual salary or \$50,000.

2. Fellow understands that Host Organization shall set Fellow's gross salary to be the higher of: (a) the salary agreed upon at the time of application and as outlined in the Certification Form; or (b) an amount commensurate with what an attorney at the Host Organization with similar experience or duties would receive (Fellow's Salary) or as required by applicable law. A decrease in Fellow's Salary during the Fellowship Term is prohibited.

3. Fellow acknowledges that if Fellow's Salary is higher than \$50,000, Host Organization will be solely responsible to pay the additional amount with non-Fellowship funds.

4. Fellow acknowledges that Host Organization is responsible for withholding appropriate taxes and issuing paychecks to Fellow according to Host Organization's regular payroll practices and in accordance with applicable laws regarding wage payment, wage deduction, and other wage and hour laws.

5. Equal Justice Works is not responsible for Fellow's employee benefits (e.g., health insurance, FICA, sick leave, vacation leave). Host Organization shall provide to Fellow, using non-Fellowship funds, health benefits as well as any other

employee benefits equivalent to the employee benefits that are provided to attorneys at the Host Organization with similar experience or duties, which may include, but are not limited to, retirement contributions, leave time accrual rates, professional development funds, cell phone stipends, work-related travel reimbursement, remote work options, flexible work options, and other employee benefits.

B. Equal Justice Works is not responsible for payment of Fellow's malpractice insurance or licensing fees, nor for claims asserted against Fellow in connection with the Fellowship. Fellow agrees to indemnify and hold harmless Equal Justice Works, and its officers, directors, employees, representatives, and agents, from any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees and expenses, paid or incurred by reason of any malpractice, or alleged malpractice, of Fellow.

C. Fellow may apply to the Equal Justice Works Loan Repayment Assistance Program for additional financial compensation, but agrees that doing so does not guarantee a grant of such assistance. Fellow acknowledges that Equal Justice Works calculates the award based on the Income Based Repayment plan of student loans consolidated with Federal Direct Loan Servicing.

## **VII. Release from Fellowship for Just Cause**

A. Equal Justice Works will release Fellow and Host Organization from the Fellowship Program before the expiration of the Term only for one of the following three reasons (hereafter, "Just Cause"):

1. For enumerated causes, as explained in paragraph (B) of this section;
2. For compelling personal circumstances, as explained in paragraph (C) of this section; or
3. For unresolvable conflicts as explained in paragraphs (D) and (E) of this section.

B. Equal Justice Works may release Fellow and/or Host Organization for cause from the Fellowship Program prior to the end of the Fellowship Term for any of the following reasons:

1. For lack of satisfactory performance by Fellow and/or Host Organization of the obligations described in this Agreement;
2. Material misrepresentation in the Fellow's application; or
3. For any other act by Fellow and/or Host Organization that, at the sole and exclusive determination of Equal Justice Works, would undermine the Fellowship Program and/or harm the reputation of Equal Justice Works.

C. Equal Justice Works may release Fellow and/or Host Organization from the Fellowship Program prior to the end of the Fellowship Term for compelling personal circumstances if Fellow demonstrates to Equal Justice Works that:

1. Fellow has a disability or serious illness that makes completing the Term unreasonably difficult or impossible;
2. There is a serious injury, illness, or death of a family member, spouse, or domestic partner that makes completing the Term unreasonably difficult or impossible for Fellow; or
3. Some other unforeseeable circumstance beyond Fellow's control makes it unreasonably difficult or impossible for Fellow to complete the Fellowship Term, such as natural disaster, strike, or unexpected closing of the Fellowship Program or Host Organization.

D. Equal Justice Works may release Fellow and/or Host Organization from the Fellowship Program for unresolvable conflicts if Fellow and/or Host Organization demonstrate to Equal Justice Works that:

1. There are conflicts and/or issues between Fellow and Host Organization that the parties have, in good faith, attempted but are unable to resolve; or that Equal Justice Works, at its sole discretion, has deemed unresolvable without attempted resolution by Fellow and Host Organization; and
2. Such conflicts and/or issues prevent Fellow and/or Host Organization from completing the Term.

E. Equal Justice Works will only release Fellow and Host Organization for unresolvable conflicts, as defined in paragraph (D) of this section, if Fellow and Host Organization have followed the procedure outlined below, or if Equal Justice Works, at its sole discretion, has deemed the below procedure, in part or in whole, to be unnecessary:

1. Fellow and Host Organization first attempted to resolve the situation locally by talking, holding meetings, or engaging in other attempts to compromise;
2. Fellow and Host Organization mutually agreed that all internal opportunities for resolution have been exhausted;
3. Fellow and/or Host Organization contacted Equal Justice Works staff for assistance in resolving the situation;
4. At its discretion, Equal Justice Works determined that intervention was appropriate and timely, and worked with Fellow and Host Organization to negotiate a constructive solution;

5. In the event that Equal Justice Works decided to mediate the dispute, Fellow and Host Organization used their best efforts to resolve the conflict or issues that put the Fellowship at risk; and

6. Equal Justice Works determined (with or without mediation) that the situation is unresolvable and Fellow and/or Host Organization requested, in writing, to be released from the Fellowship at least 30 calendar days prior to the proposed termination date.

F. Satisfactory performance by Fellow of the Fellowship Duties and Obligations, including acceptability and timeliness, shall be determined by Equal Justice Works, in its sole and exclusive discretion. Equal Justice Works will consider Host Organization's assessment of Fellow's performance in exercising its discretion.

G. In the event of release from the Fellowship Program, Host Organization will cease to receive the Supporting Payments and benefits described in Section VI of this Agreement. Host Organization agrees to refund any Supporting Payments received for the period following the termination date.

H. If Fellow and/or Host Organization terminate the Fellowship for any reason other than a release for personal compelling reasons or for unresolvable conflicts, as explained in paragraphs (C) and (D) of this section, Equal Justice Works will not regard the Fellowship as satisfactorily completed and Early Termination provisions of Section III(C) above shall apply.

I. If the conditions in Section VII(E) are met, Fellow may propose in writing to continue the Fellowship at another organization if approved in advance by Equal Justice Works.

### **VIII. Consent for Use and Publication of Information**

A. Fellow agrees Equal Justice Works is given his/her/their consent to use and publish pictures, video, statements or photographic likenesses of Fellow for the purposes of advertising and promoting Equal Justice Works. This information may be used or published through any medium, including the Internet.

B. Any right to inspect or approve the finished product or the advertising or other copy of the designated material is waived.

C. Fellow agrees Equal Justice Works is given his/her/their consent to share contact information of Fellow, including business email, personal email, business phone, and personal phone for the purpose of media inquiries and other purposes as Equal Justice Works deems appropriate.

D. Equal Justice Works, and all persons acting under the direct permission or authority of Equal Justice Works are released from any liability that may arise out of the use of the portraits, photographic likenesses, name, contact information, and/or statements if used for the purposes of advertising and promoting Equal Justice Works.

**IX. Miscellaneous**

- A. The Executive Director of Equal Justice Works and/or his/her/their designee are the only individuals authorized to grant approvals or consents required by this Agreement.
- B. Fellow agrees to indemnify and hold harmless Equal Justice Works, and its officers, directors, employees, representatives, and agents, from any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees and expenses (whether or not litigation is commenced), paid or incurred (i) by reason of Fellow's or Host Organization's respective breach of any of the obligations, covenants, representations, or terms contained in this Agreement by Fellow or Host Organization, as applicable, (ii) by reason of Fellow's or Host Organization's respective intentional or negligent conduct, or (iii) in connection with a termination of Fellow's employment with Host Organization by either Fellow or Host Organization prior to the expiration of the Term.
- C. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed the foregoing Memorandum of Agreement.

**Equal Justice Works**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

**FELLOW**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name