

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

I. Purpose

It is the purpose of this Memorandum of Agreement (Agreement) by American Civil Liberties Union of Texas (Host Organization) and Equal Justice Works to delineate the terms and conditions of the participation of Host Organization 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 Host Organization and Equal Justice Works on the signature pages hereof.

II. Fellow's Status

A. Host Organization understands and acknowledges that Ashley Harris (Fellow) is an employee of 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 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/her/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. Host Organization 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 by Fellow 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 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

Host organization agrees and acknowledges the following additional obligations of Fellow, and agrees to reasonably facilitate and support Fellow in fulfilling such obligations:

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 Organization 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. Equal Justice Works reserves the right to terminate the Fellowship, withhold Supporting Payments and/or withhold Loan Repayment Assistance Program payments should Fellow and Host Organization 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 Fellows are 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, 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's attendance at the annual Equal Justice Works Leadership Development Training (LDT) is mandatory and 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 2021.**

G. Any material change to the Fellowship requested by Fellow or Host Organization, including but not limited to change in project focus, change in Host Organization, and early release from Fellowship, must be approved in advance 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).

H. Equal Justice Works may use the 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.

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 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. Fellows should consult sponsors and Equal Justice Works where restrictions are unclear.

V. Obligations of 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 and only where it 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 entirety of 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 designated Equal Justice Works training webinars (date September 8, 2021 3-4PM ET and an LDT training, date TBD) 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. Host Organization shall identify Fellow as "Equal Justice Works Fellow Sponsored by [Sponsors name(s)]" on all business cards, outreach materials, and all other publicity items produced by Fellow or Host Organization, including the Host Organization's website and social media, except where Equal Justice Works may advise Fellow that a modified

title is required based on an agreement between Equal Justice Works and Sponsors, in which case Host Organization shall use such modified title.

E. Host Organization shall defer to Equal Justice Works regarding the relationship between Fellow and the law firms, corporations, other entities or individuals funding the Fellowship (Sponsors), including but not limited to Sponsor pro bono engagement. Host Organization acknowledges and agrees that Sponsors receive a right of first refusal for all pro bono opportunities generated by the Fellowship.

F. Host Organization shall abide by, and ensure Fellow abides by, all restrictions placed by Sponsor(s) on work performed as part of the Fellowship. Host Organization and Fellow 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.

G. Host Organization shall provide Equal Justice Works with a copy of its most recent IRS Determination Letter and will notify Equal Justice Works immediately should any change be made to its nonprofit status during the Fellowship Term.

H. Host Organization understands that its participation in one or more training webinars throughout the course of the Fellowship is mandatory, in accordance with the schedule below. Host Organizations will be provided with advance notice of additional mandatory webinars as they are scheduled.

a) Fellowship Onboarding Webinar: September 8, 2021, 3-4PM ET.

I. Host Organization noncompliance with the above provisions may be taken into account in future Fellowship application cycles and may adversely affect Host Organization's ability to host future Equal Justice Works Fellows.

VI. Compensation, Benefits and Reimbursements

A. In consideration of the satisfactory performance by Fellow and Host Organization of the obligations described in 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 to the Host Organization 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. 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. If Fellow's Salary is higher than \$50,000, Host Organization agrees that it will be solely responsible to pay the additional amount with non-Fellowship funds.

4. Increases to a Fellow's Salary must be communicated to Equal Justice Works in writing by Host Organization at least 15 calendar days prior the effective date of the change.

5. Provision by Equal Justice Works to Host Organization of Supporting Payments will be made in equal installments on a quarterly basis. If a Fellow ends the Term before the completion of the Fellowship Term, Host Organization must return any funds for time not worked by Fellow to Equal Justice Works within 15 calendar days of Fellow's last day. Quarterly disbursements are made in September, December, March, and June. Host Organization understands that Equal Justice Works may stop Supporting Payments in the event of late submission of Reports, Six-Month Fellowship Update, One-Year Fellowship Update, or Fellowship Summary without prior consent by Equal Justice Works. Notwithstanding the foregoing, Host Organization shall be solely responsible for ensuring that Fellow's wages are timely and accurately paid.

6. Host Organization is responsible for withholding appropriate taxes and issuing paychecks to Fellow according to Host Organization's regular payroll practices. Host Organization is responsible for complying with Fellow's rights under 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.

7. 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 all 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. Host Organization 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.

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. 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.

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) shall apply, unless otherwise required by applicable law.

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. 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. Host Organization 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

American Civil Liberties Union of Texas

By: _____ Date: _____
Signature

Printed Name

Title