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coding it forward >

1629 K Street NW, Suite 300, Washington, D.C. 20006

Services Agreement

This Services Agreement ("Agreement") is entered into as of May 31, 2023 ("Effective Date") by and between Coding it Forward, Inc. ("CIF"), a Massachusetts nonprofit corporation having its principal address at 1629 K Street NW, Suite 300, Washington, D.C. 20006, and the City of Long Beach, a local or state government agency with an office at 411 W. Ocean Blvd, Long Beach, CA 90802 ("HOST OFFICE").

In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

Background

CIF is a nonprofit organization that creates pathways for early-career technologists to pursue careers in public interest technology. Toward that end, CIF provides ten-week fellowship opportunities for early-career technologists (each a "Fellow") to explore careers in public service via its Civic Innovation Corps program (the "Program").

HOST OFFICE is a government agency that is interested in collaborating with CIF and engaging one or more Fellows for a ten-week long fellowship. The project to be performed by the Fellow(s) (the "Project") is set forth below and in the plan (the "Project Plan") attached hereto as **Exhibit A**.

1. Project

1.1 Responsibilities, Payment, and Related Terms

CIF's and HOST OFFICE's respective responsibilities will be as follows:

- 1.1.1 CIF will work with HOST OFFICE to craft position descriptions, review applications from prospective Fellows, refer candidates to HOST OFFICE, provide an off-site supervisor for the Fellows ("CIF Supervisor"), conduct periodic meetings with Fellows, receive and review reports completed by the HOST OFFICE and Fellows, facilitate communications between HOST OFFICE and Fellows, and address concerns raised by HOST OFFICE and/or Fellows. In addition, CIF will provide Fellows with professional development opportunities, including an orientation at the beginning of the Program and regular events throughout the summer.
- 1.1.2 HOST OFFICE will collaborate with CIF to craft position descriptions, interview fellowship candidates, provide a HOST OFFICE supervisor for the Fellows ("Host Supervisor"), coordinate with CIF regarding any attendance or performance issues of the Fellows, confirm that sufficient work opportunities in accordance with the work described in the Project Plan are provided to the Fellows, conduct periodic meetings with the Fellows, and ensure that frequent reports are submitted to CIF by HOST OFFICE (biweekly) and Fellows (weekly) as set forth herein. HOST OFFICE will provide the Fellows with necessary materials or information required for successful completion of the Project. HOST OFFICE commits to a minimum of ten (10) hours per week of supervision and day-to-day guidance for the Fellow(s), as well as drop-in office hours.

- 1.1.3** The Project period and additional objectives and activities are set out in the Project Plan. (See **Exhibit A**.) Further engagements between CIF and HOST OFFICE will be set forth under separate agreements.
- 1.1.4** **The parties contemplate that the Payment set forth in the Project Plan (Exhibit A) will be fulfilled in part by direct payments from HOST OFFICE, and in part by a grant to CIF (see Section 2). In the event that CIF does not receive grant funding for this Agreement, the Agreement will be immediately terminated.** As consideration for CIF arranging for the Fellow(s) to engage in a ten-week internship with HOST OFFICE and performing related services, HOST OFFICE will provide payment in the amount set forth in **Exhibit A**. Payment is due in accordance with the following schedule: (i) **First Payment:** A deposit of 20% is due upon signing of this Agreement; (ii) **Second Payment:** Half of the remaining balance is due by the end of May 2023, and (iii) **Third payment:** The remaining sum is due at end of the fellowship, in August 2023. The First Payment is due upon signing of this Agreement; CIF will submit invoices for the Second Payment and the Third Payment. Such invoices will be directed to the attention of Allison Schneider. HOST OFFICE shall submit payment in full for each invoice within thirty (30) days of receipt. HOST OFFICE may pay in full and/or accelerate payments at any time.
- 1.1.5** During the term of the Project, Fellow will be a W-2 employee of CIF. CIF shall be solely responsible for providing any salary, wages, or other benefits to the Fellow for the purpose of federal, state, and local employment, wage, and tax laws. Fellow(s) shall be subject to, and shall abide by, the 2023 CIF Fellow Employee Handbook attached hereto as Exhibit B.
- 1.1.6** Host Office shall have no responsibility for compensation or employment benefits for the Fellow(s) with respect to any work done pursuant to this Agreement. The Fellow is not an employee of the Host Office and is not entitled to compensation and/or benefits entitled to Host Office employees. The Fellowship is educational in nature, and there is no guarantee or expectation that Fellow's participation in the Fellowship will result in employment with the Host Office. During the Fellowship, Fellow may obtain guidance regarding the Host Office application and interview process, but there is no guarantee or expectation of permanent employment with the Host Office. Fellow does not derive any property or due process rights by participating in the Fellowship. The education received by the Fellow from the Fellowship is for the express benefit of the Fellow, and the Fellow does not replace or displace any employee of the Host Office. Host Office does not derive an immediate advantage from the activities performed by the Fellow. Fellow(s) shall be subject to all applicable Host Office ethics and public record laws and guidelines.
- 1.1.7** CIF will ensure that all Fellows assigned to the Host Office meet the following eligibility conditions and acknowledgments, as applicable:
- 1.1.7.1.1** Fellow(s) shall be currently enrolled in or a recent graduate of a bootcamp or certificate program (minimum of 12 weeks), undergraduate, or graduate degree program or otherwise meets the minimum qualifications of a subject-matter discipline.

- 1.1.7.1.2** Fellow(s) shall be a U.S. citizen, permanent resident, DACA recipient, or visa holder. If Fellow is a visa holder, they must have documentation of work authorization for the United States as well as a U.S. Social Security number.
- 1.1.7.1.3** Fellow(s) may be required to complete Host Office training or other requirements.
- 1.1.7.1.4** Fellow(s) may be required to meet with Host Supervisor for a minimum of fifteen (15) minutes per week to discuss any questions, concerns, ideas, plans, etc.
- 1.1.7.1.5** Fellow may be required to attend Host Office debriefs and celebrations.
- 1.1.7.1.6** Fellow will maintain a regular Fellowship schedule.
- 1.1.7.1.7** Fellow will demonstrate honesty, punctuality, courtesy, cooperative attitude, and a professional work attitude and demeanor, and a willingness to learn.
- 1.1.7.1.8** Fellow will furnish their Host Supervisor with all necessary information pertaining to the Fellowship, including related assignments and reports.
- 1.1.7.1.9** Transportation to and from the Fellowship site is the responsibility of the Fellow.

1.2 Project Contacts

CIF and HOST OFFICE will each appoint one individual to act as principal contact person and to coordinate activities in connection with the Project. The initial appointees are identified in the Project Plan. (See **Exhibit A**.) CIF and HOST OFFICE each may change its contact person at any time and will so advise the other.

1.3 External Communications

Neither CIF nor HOST OFFICE will issue any public statement (including a statement on its website) relating to the Project, or use each other's trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other's prior written consent.

1.4 Contracts with Other Parties

CIF and HOST OFFICE may each be required to enter into contracts with third parties in order to carry out respective Project responsibilities. These contracts will be the sole responsibility of the entity entering into the contract; neither CIF nor HOST OFFICE will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

2. Funding

The parties anticipate that this Project will be **funded in part** under one or more agreements between CIF and one or more third parties (collectively referred to herein as the "Funder"). See **Exhibit A**. In that event, CIF will notify Host Office at least 30 days prior to the start of the fellowship, as work on the Project, as described in this Agreement, will be subject to the terms and conditions of the funding agreement(s), including but not limited to any reporting

requirements and/or restrictions on publication and intellectual property rights. **HOST OFFICE acknowledges that receipt of grant funds is not within CIF's control, that the terms of this Section 2 are contingent upon CIF's receipt of such funds, and that CIF makes no assurances regarding grant funds.**

3. Data Collection, Reporting, Confidentiality, and Recordkeeping

3.1 Project Evaluation

CIF may collect and analyze data about the Project and Program to evaluate the effectiveness of each.

3.2 Reporting

HOST OFFICE will provide CIF with periodic reports about Project activities and such other information as CIF may reasonably request and/or as required under the terms of any funding agreements between CIF and third parties. Specifically, HOST OFFICE will provide written reports to CIF on a biweekly basis and will oversee the weekly reports completed by Fellows (for submission to CIF) pertaining to their work for HOST OFFICE.

3.3 Confidentiality

3.3.1 In order for the parties to perform their obligations under this Agreement effectively, it may be necessary or desirable for the parties to disclose to each other non-public, confidential, and proprietary information and trade secrets pertaining to either party's past, present, and future activities ("Confidential Information"). To the extent required and applicable, CIF may share required information with Funder.

3.3.2 Confidential Information includes information about financial, funding, operations, personnel, and other matters, as well as information, techniques, know-how, or data provided by one party to the other, either orally, in writing, or in data format, and all documents or materials conceived or produced by a party as work product. The parties hereby agree that Confidential Information includes material which has been conspicuously marked or labeled as "confidential" at the time of delivery or which should reasonably be deemed "confidential."

3.3.3. Each party to this Agreement shall restrict access to such Confidential Information only to its employees, agents, consultants, or affiliates who need to know such information in furtherance of the Project and who are bound in writing by restrictions regarding disclosure of such information. Each party agrees to safeguard the Confidential Information of the other and affirms that it will not use any Confidential Information of the other party for any purpose except to perform its obligations under this Agreement.

3.3.4 Each party agrees to treat all Confidential Information of the other party with the same degree of care as it accords its own Confidential Information of a similar nature. Each party commits to taking reasonable security measures to ensure the protection of Confidential Information, and each shall notify the other promptly should it become aware of any loss or unauthorized disclosure of Confidential Information. In addition, each party may disclose Confidential Information if such disclosure is required by any law, rule, regulation or judicial or administrative process, provided that, if permitted by applicable law or regulation, the disclosing party shall notify the other party to any such required disclosure.

3.3.5 Confidential Information shall not include information that (i) was known (as evidenced by written or other recorded records) by a party prior to receipt from the other party, (ii) was or is independently developed by one party, as evidenced by written or other recorded

records, (iii) is or becomes a matter of public knowledge (except through disclosure by the party in breach), (iv) must be disclosed under operation of law (in which case, to the extent permitted by law, one party shall notify the other party in writing prior to disclosure and given an opportunity to seek a protective order), and (v) is rightfully received by one party from a third party without a duty of confidentiality.

3.3.6 All Confidential Information furnished under this Agreement is and will remain the property of the furnishing party. Upon the written request of the disclosing party, recipient shall return or destroy (as instructed by the disclosing party) all Confidential Information of the disclosing party, excluding archive backups, in its possession or control and cease all further use thereof.

3.4 Recordkeeping

HOST OFFICE will maintain records relating to its responsibilities in a manner such that CIF can evaluate compliance with this Agreement (and, if applicable, funding agreements for CIF) and will make those records available for review by CIF on reasonable notice during the term of this Agreement and for a period of seven (7) years after its termination.

3.5 Sharing Information

CIF and HOST OFFICE will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any requests from Funder under the funding agreement(s) (if applicable), any other applicable funders, or financial or tax audit, or similar matter, in which the other is engaged.

3.6 Organizational Developments

CIF and HOST OFFICE will each notify the other promptly of: (a) any changes in its management team or key personnel responsible for carrying out its activities relating to the Project, or (b) any other development that has or could materially affect its ability to carry out the Project.

4. Intellectual Property

4.1 Logo and other Marks

CIF and HOST OFFICE may *only* use the other's logo and other marks (collectively, "Marks") upon obtaining the applicable party's advance written consent. (See Section 1.3, above.) For clarity, HOST OFFICE will obtain no rights to CIF's Marks, and CIF will obtain no rights to HOST OFFICE's Marks, other than the limited rights set out in this Agreement.

4.2 CIF's Proprietary Rights

To the fullest extent permitted by applicable law, CIF shall have sole and exclusive ownership of all right, title, and interest in and to its tools, methods, know-how, designs, technologies, patentable inventions, and other materials that it originated and used in its business or services, including reports, materials, photos, data, and information provided to CIF by HOST OFFICE related to the Program or Project. CIF's proprietary materials are referred to herein as "Materials." **HOST OFFICE shall not use any Materials without the express, written consent of CIF.**

4.3 Funding Agreement Requirements

CIF's publication and proprietary rights may be subject to existing funding agreements. Future funding agreements may require CIF to share Project data with or license Project Materials to other funders. HOST OFFICE acknowledges that CIF may share pertinent parts of the Materials,

including work on the Project or documents created by HOST OFFICE, with its funders as required under any funding agreement(s).

5. Indemnification

5.1

To the fullest extent permitted by law, CIF agrees to defend, indemnify, and hold Host Office and its officials, officers, divisions, administrators, and employees (collectively referred to herein as the "indemnitees") harmless from and against all third party claims, demands, causes of action, suits, and related damages, costs, losses, expenses, and liabilities (collectively, "Claims") to the extent such Claims arise out of or are in any way connected with CIF's or Fellow's breach of its respective obligations of this Agreement or from the negligence of CIF or Fellow, either as a sole or contributory cause. If the joint, concurring, comparative fault or negligence of the Host Office gives rise to the Claims then the obligation to indemnify the Host Office will be proportionally reduced by the Home Office's respective degree of fault or negligence.

5.2

The provisions of this Section shall survive the expiration or termination of this Agreement.

6. Insurance

HOST OFFICE agrees to carry insurance or self-insurance sufficient and customary for the supervisory and related work to be performed during the term of this Agreement. The required insurance and limits for HOST OFFICE are as follows:

- (i) Workers Compensation in compliance with statutory limits, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) per policy, and one million dollars (\$1,000,000) per employee;
- (ii) Employment Practices Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (iii) Commercial General Liability Insurance including Contractual, Property, and Personal Injury coverage with combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- (iv) Automobile Liability Insurance including owned, non-owned, and hired automobiles with a combined single limit of one million dollars (\$1,000,000) per occurrence;
- (v) Sexual Misconduct Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and
- (vi) Cyber Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

CIF shall be included as an additional insured on the HOST OFFICE's Commercial General Liability Insurance or Self-Insurance. HOST OFFICE shall provide evidence of such insurance to CIF upon request.

CIF agrees to carry insurance as follows:

- (i) Workers Compensation in compliance with statutory limits, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) per policy, and one million dollars (\$1,000,000) per employee;

- (ii) Employment Practices Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (iii) Commercial General Liability Insurance including Contractual, Property, and Personal Injury coverage with combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- (iv) Automobile Liability Insurance including owned, non-owned, and hired automobiles with a combined single limit of one million dollars (\$1,000,000) per occurrence;
- (v) Sexual Misconduct Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and
- (vi) Cyber Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

HOST OFFICE shall be included as an additional insured on the CIF's Commercial General Liability Insurance. HOST OFFICE shall be included on a waiver of subrogation endorsement with respect to CIF's Workers Compensation. CIF shall provide evidence of such insurance to HOME OFFICE upon request.

7. Expiration and Termination

7.1 Expiration

This Agreement will expire at the end of the Project period unless terminated prior to such date in accordance with this Section 7.

7.2 Termination

Except as otherwise set forth herein, either party may terminate this Agreement with or without cause upon thirty (30) days' advance written notice of termination provided to the other party.

7.3 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the party in breach with written notice of the breach terminating this Agreement effective upon receipt of such notice by the party in breach.

7.4 Termination for Reputational Concerns

Either CIF or HOST OFFICE may immediately terminate this Agreement by giving written notice to the other if it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

7.5 Termination for Other Causes

Either party may in its sole discretion terminate this Agreement at any time if one party makes any misrepresentation in any report or other document delivered or statement made to the other party. The terminating party will send the other party a written notice to that effect, with the termination effective five (5) days after the terminating party delivers it.

7.6 Force Majeure

Should a force majeure event occur, including but not limited to, acts of God, war, riot, governmental action, epidemic or pandemic, fire or flood, strikes or threat of strikes, or acts of terrorism or threats of terrorism, CIF will work with HOST OFFICE to attempt to reschedule the Project at a time convenient to both parties, and any fees paid to CIF by HOST OFFICE will be applied toward the rescheduled Project. The rescheduled Project date will be set forth in writing

by the parties pursuant to Section 9.2. If the Project cannot be rescheduled, HOST OFFICE will be released from payment obligations to CIF. Notwithstanding the foregoing, CIF may terminate this Agreement, in its sole discretion, due to a force majeure event.

7.7 Effect of Termination

Upon the expiration of the project period or the termination of this Agreement, CIF and HOST OFFICE will promptly cease any use of the other's Marks, except as may permitted under Section 4, HOST OFFICE will promptly cease any use of the Materials, and HOST OFFICE will promptly return any Materials requested by CIF. If this Agreement is terminated prior to the end of the project period set forth in the Project Plan, then HOST OFFICE will pay CIF a prorated amount for the unpaid services authorized pursuant to this Agreement that have been satisfactorily performed by the Fellow(s) prior to the effective date of termination. The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including but not limited to those which relate to confidentiality, ownership of intellectual property, recordkeeping, and use of a Party's name, shall survive expiration or termination of this Agreement.

8. Limitation of Liability

The Host Office acknowledges that performance of the Fellow's work under the MOU will involve the expression of professional ideas, judgments and opinions by the Fellow, and that it is in the Host Office's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the Fellow or CIF that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the Host Office may claim reliance. Accordingly, the Host Office understands and agrees that the Fellow or CIF does not hereby, and will not hereafter, warrant or make any representations concerning the accuracy of ideas, judgment, opinions, projections, analyses or estimates which any Fellow provides to the Host Office (collectively, "Work Product"). The Host Office further agrees that (i) any decision the Host Office may make to rely on any Work Product shall be at its own risk; and (ii) neither CIF or Fellow shall be liable to the Host Office for, and the Host Office shall not make any claim against any such Fellow or CIF relating to any claims, liabilities, losses, damages, costs or expenses of any kind which the Host Office may at any time sustain or incur in connection with or arising out of any Work Product of the Host Office's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the negligence or intentional misconduct of CIF or Fellow. Without limiting the foregoing, in no event shall the CIF or Fellow be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to the Work Product whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Project Plan and Exhibit(s), expresses CIF's and HOST OFFICE's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between CIF and HOST OFFICE relating to its subject matter. If there are any inconsistencies between the Project Plan and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both CIF and HOST OFFICE which recites that it is an amendment to this Agreement.

9.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

9.4 Waiver

Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.5 Assignment

Neither party may, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party, except that CIF may assign all of its rights and obligations under this Agreement without HOST OFFICE's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of CIF's assets, or other operation of law.

9.6 Independence

CIF and HOST OFFICE are and will remain independent contracting parties. Neither CIF nor HOST OFFICE has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience and does not connote a legal partnership.

9.7 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to CIF and HOST OFFICE, with confirmation of such delivery received by the sending party, by mail, courier, fax, or email, to the contact person identified in the Project Plan.

9.8 Governing Law

This Agreement and all matters arising out of and relating to this Agreement shall be construed and enforced in accordance with the laws of the state of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California and the Central District of California for any federal actions.

9.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

9.10 Compliance with Laws

9.10.1 In performing its obligations under this Agreement, each party shall comply with all pertinent laws, rules, and regulations, including, to the extent applicable:

- a) laws requiring a criminal record check and sexual offender record information check of employees, volunteers, and/or contractors; and
- b) federal privacy and data security laws, and corresponding state laws, including for the protection of Personally Identifiable Information, Personal Information, Personal Data, and the like as those terms are defined by law.

9.10.2 Each party shall maintain in effect all applicable licenses, registrations, certifications, permissions, authorizations, consents, and permits needed to carry out its obligations under this Agreement. Each party shall provide the other party copies of any pertinent licenses, permissions, authorization, consents, and permits required by law or regulation upon request.

9.11 No Third-Party Rights

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto. It is not the intention of the parties to confer third-party beneficiary rights upon any other person(s).

9.12 Headings

This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement and should not be used in the construction of this Agreement.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this Agreement to be executed by their respective authorized officers, effective as of the date first set forth, above.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each party affirms that the party's electronic signature, below, is submitted by that party with full knowledge and consent and that party is legally bound by these terms and conditions.

Coding it Forward, Inc.

Signature: Rachel Dodehl

Printed Name: RACHEL DODEHL

Title: EXECUTIVE DIRECTOR

City of Long Beach

Signature: Linda F. Tatum

Printed Name: LINDA F. TATUM

Title: ASST CITY MANAGER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

June 9, 2023

DAVID LICHTEN, City Attorney

Ben Weeber-Nickley

BEN WEBBER-NICKLEY
DEPUTY CITY ATTORNEY

Exhibit A

CODING IT FORWARD, INC. ("CIF") and HOST OFFICE

Project Plan

CIF Contact Information

CIF address	Coding it Forward, Inc. 1629 K Street NW, Suite 300, Washington, D.C. 20006
CIF contact person	Name: Ariana Soto Title: Deputy Director E-mail: ariana@codingitforward.com Telephone: (802) 892-0294
CIF off-site supervisor for fellows	Name: Ariana Soto Title: Ariana Soto, Deputy Director E-mail: ariana@codingitforward.com Telephone: (802) 892-0294

HOST OFFICE Contact Information

HOST OFFICE address	City of Long Beach 411 W Ocean Blvd Long Beach, CA 90802
HOST OFFICE contact person	Name: Ryan Kurtzman Title: Smart Cities Program Manager E-mail: ryan.kurtzman@longbeach.gov Telephone: 562-570-6911
HOST OFFICE on-site supervisor for fellows	Name: Ryan Kurtzman Title: Smart Cities Program Manager E-mail: ryan.kurtzman@longbeach.gov Telephone: 562-570-6911

Project objectives and activities

Project objective	To provide ten-week fellowship opportunities for early-career technologists to explore careers in public service via its Civic Innovation Corps fellowship
Project core activity	Fellows will work on projects, as defined in the Host Office's position description(s), under the supervision of a Host Office supervisor.
Project period and expected completion date	Host offices will work with Fellows from June 12, 2023 until August 18, 2023. The completion date of the Project will be September 1, 2023.

Proposed Payment

Payment Amount Total	\$88,000
Payment Amount anticipated to be covered by a grant to CIF (contingent upon CIF's receipt of grant funds)	\$66,000
Payment Amount balance due from HOST OFFICE	\$22,000

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Fellow Handbook

Last Updated 5.23.2023

Introduction

Welcome!

Welcome to Coding it Forward! We're a nonprofit for early-career technologists creating new pathways into public interest technology. We sincerely hope you will take pride in being an important part of Coding it Forward's success.

These policies are provided to Fellows of Coding it Forward (referred to as "CIF") for informational purposes only. The policies and benefits described are subject to interpretation, review, removal, and change by Coding it Forward at any time without notice.

Please note, these are Coding it Forward's policies for their Fellows. Fellows may be subject to the policies of their Host Offices as well.

Employment at Coding it Forward is At-Will

Employment at Coding it Forward is at-will. This means that both the Fellow and Coding it Forward may terminate the employment relationship at any time and for any lawful reason. Nothing in this Handbook or in any other document or oral statement shall limit the at-will nature of the employment relationship. No one at Coding it Forward has the authority to alter the at-will nature of the employment relationship without the express written consent of the Executive Director.

Employment Relationship

Employment Classifications

All Fellows are classified by standards set forth by the federal government as exempt or non-exempt.

Non-exempt means the Federal Fair Labor Standards Act covers the Fellow.

All Fellows are non-exempt employees of Coding it Forward and will be paid for the hours they worked. Coding it Forward complies with applicable federal, state and local Wage and Hour laws. For state specific laws please refer to the appendix section of this handbook. Federal and most state Hour and Wage laws require Coding it Forward to pay overtime for time worked over forty (40) hours in a given work week period. Please note that prior

Coding it Forward

Fellow Handbook

Last Updated 5.23.2023

supervisory approval is necessary for any Fellow to work overtime.

Overtime is based on hours actually worked during a given work week. Non-exempt Fellows required to work beyond their regularly scheduled hours will receive compensation for the hours or a fraction of an hour (to the nearest quarter hour) they work. For Fellows working in the state of California, Coding it Forward will pay overtime for any time over eight (8) hours worked on a given day. These Fellows will be compensated at a rate of time and one-half their regular hourly rate for hours worked over 40 hours in one week, or for California Fellows, for hours worked over 8 hours in one day. Holiday pay for a day when a Fellow does not work is not included in the 40 hours of overtime calculation.

Fellows are entitled to a 30-minute unpaid meal break for every 5 hours of work. Fellows are also entitled to a 10-minute paid rest period for each 4-hour work period.

The individual Host Office sets expected business hours.

Fellow Job Classifications

A Fellow is classified as an Intern. An Intern is a full-time or part-time, hourly, non-exempt Fellow who is: (i) being paid at least the applicable minimum wage rate and overtime pay for overtime hours worked; (ii) not eligible for benefits except those required by law and by Coding it Forward policy; and (iii) working for Coding it Forward for no more than 90 days. Interns are required to fill out time cards. All Coding it Forward Fellows are Interns.

Whistleblower Policy

Please see Appendix A at the back of this handbook.

Communications, Confidentiality, and Intellectual Property Policy

Please see Appendix B at the back of this handbook.

Payroll Policy

Coding it Forward's payroll week is defined as Saturday a.m. through Friday midnight. Coding it Forward Fellows are paid bi-weekly for the preceding two weeks. Fellows are paid every other Friday via Direct Deposit. It is the Fellow's responsibility to accurately record all hours worked, to indicate absences, and submit their timecards for approval to Coding it Forward in a timely fashion.

Payroll Deductions

Deductions withheld from each paycheck are either mandatory by law or at the authorization of the Fellow. Federal and State withholding taxes and Social Security tax (FICA) are mandatory deductions; Fellows who are not U.S. citizens will be exempt from

federal tax withholdings. Fellows must complete I-9 forms upon being entered into the payroll system.

Equal Opportunity and Commitment to Diversity

Equal Employment Opportunity

To provide equal employment and advancement opportunities to all individuals, employment decisions at Coding it Forward are based on merit, qualifications, and job-related duties. Coding it Forward provides equal employment opportunities to all Fellows and applicants for employment without regard to race (including traits that are historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), color, religion, gender, sexual orientation, gender identity, gender dysphoria or expression, national origin, ancestry, creed, age, disability, medical condition, genetic information, including predisposing genetic characteristics, marital status, domestic violence victim status, favorably resolved arrest record, conviction record, familial status, pregnancy or a condition related to said pregnancy, including but not limited to, lactation, or the need to express milk for a nursing child and related medical conditions, amnesty, military status or status as a covered veteran or any other status protected under applicable federal, state and local laws.

Coding it Forward complies with applicable federal, state, and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Discrimination

People with Disabilities

It is the policy of Coding it Forward to comply with all federal and state laws concerning the employment of persons with disabilities. Coding it Forward affirms that no otherwise qualified person shall, solely by reason of handicap or disabilities, be excluded from participation in, denied the benefits of, or subjected to discrimination in any programs, activities, or employment opportunities available at Coding it Forward, unless said involvement creates a threat to the health or safety of Fellows, or the individual with disabilities is unable to perform essential job functions.

Coding it Forward is committed to providing reasonable accommodation to the physical and/or mental limitations of a handicapped person whenever this person requests such an accommodation unless it can be demonstrated by Coding it Forward that such an accommodation would create a threat to the health or safety of Fellows, or the individual

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with disabilities is unable to perform essential job functions. Fellows that believe they are disabled and are seeking reasonable accommodation from Coding it Forward should speak to the Executive Director.

Coding it Forward will provide reasonable accommodations for medical conditions related to pregnancy and childbirth that inhibit the exercise of a normal bodily function or are demonstrable by medically accepted clinical or laboratory diagnostic techniques. Further, Coding it Forward will provide lactation accommodations for Fellows if needed.

Harassment

General Policy against Discrimination and Harassment

Respect for the integrity of each Fellow in the performance of the Fellow's job is basic to Coding it Forward's core values. Coding it Forward strives to create a workplace free from discrimination and harassment. To that end, Coding it Forward strictly forbids discrimination or harassment of any kind, including discrimination or harassment based on race (including traits that are historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), color, religion, gender, sexual orientation, gender identity, gender dysphoria or expression, national origin, ancestry, creed, age, disability, medical condition, genetic information, including predisposing genetic characteristics, marital status, domestic violence victim status, favorably resolved arrest record, conviction record, familial status, pregnancy or a condition related to said pregnancy, including but not limited to, lactation, or the need to express milk for a nursing child and related medical conditions, amnesty, military status or status as a covered veteran or any other status protected under applicable federal, state and local laws, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment, or
- Has the purpose or effect of unreasonably interfering with an individual's work performance.

Some examples of such harassment include using epithets or slurs, making jokes or carrying out pranks that focus on a protected characteristic, and circulating or displaying written or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic.

In addition to violating Coding it Forward's policy, harassment in the workplace may be unlawful.

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Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

All Fellows are expected to be aware of this policy and of the types of conduct that may constitute unlawful harassment, as well as of the avenues of assistance provided by Coding it Forward for addressing complaints of sexual or other forms of harassment.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

Sexual Harassment

It is the goal of Coding it Forward to promote a workplace that is free of sexual harassment. Sexual harassment of Fellows occurring in the workplace, or remotely via email, Slack, during Zoom meetings or in other settings in which Fellows may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Because Coding it Forward takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment, and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

All employees, including Fellows, are encouraged to report any harassment or behaviors that violate this policy. If a Fellow believes that the Fellow has been subjected to harassment either by a Coding It Forward employee, Fellow, mentor, volunteer, or someone from the Host Office, including sexual harassment, or is offended by harassment, the Fellow has the right to file a complaint with Coding it Forward. This may be done in writing or orally. If you would like to file a complaint you may do so by contacting your supervisor, or the Executive Director, Rachel Doddell, rachel@codingitforward.com.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

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If a Fellow believes he/she has been subjected to harassment, including sexual harassment, the Fellow may file a formal complaint with a federal or state government agency. Using our complaint process does not prohibit the Fellow from filing a complaint with these agencies.

For more information on state specific policies, please see state supplements at the end of this handbook, if applicable.

Workplace Guidelines

Standards of Conduct in the Workplace

Coding it Forward expects its Fellows to conduct business in a manner that earns the confidence and respect of the general public, our partners, and the population that we serve. Coding it Forward's Fellows are expected to maintain the highest standards of personal and professional conduct and performance. Coding it Forward strives to create a work environment where all Fellows feel comfortable and motivated to produce their best work.

To ensure a successful operation and the best possible work environment for Coding it Forward Fellows, Coding it Forward expects Fellows to follow rules of conduct that protect the interests and safety of all Fellows and Coding it Forward. Everyone must know, understand, and follow the standards of conduct as more fully described in the Code of Conduct, Appendix C at the back of this handbook.

Fellows are required to comply with all federal, state, and Coding it Forward regulations and policies. Fellows are expected to conduct themselves at all times in a professional and business-like manner.

Fellows are expected to carry out their job duties and responsibilities to the best of their abilities. Unsatisfactory job performance or negligence can lead to disciplinary action, up to and including termination of employment.

While it is not possible to list all forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that may lead to disciplinary action by Coding it Forward, up to and including unpaid suspension or immediate termination of employment:

- Falsification of employment records, employment information, or other records;
- Possession, distribution, sale, use, or operation under the influence of alcohol, illegal drugs, or other controlled substances during work time or while on Coding it Forward business;

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- Theft from Coding it Forward and/or from any Fellow, employee, vendor, partner, Host Office, or contractor;
- Intentional damage to Coding it Forward property;
- Unauthorized use of Coding it Forward equipment, materials, or facilities;
- Fighting or engaging in inappropriate practical jokes or horseplay;
- Possession of firearms, knives, or other dangerous weapons or material on Coding it Forward property or while on Coding it Forward business;
- Criminal conduct, whether or not related to job performance;
- Gross misconduct, whether or not related to job performance;
- The use of threatening, profane, abusive, harassing, or other inappropriate language or conduct;
- Sexual or other harassment in violation of Coding it Forward policy;
- Insubordination;
- Abuse of Coding it Forward benefits or policies, including but not limited to sick leave;
- Commission of or participation in any illegal or fraudulent act, serious breach of trust, or breach of duty;
- Unauthorized disclosure of proprietary or confidential information;
- Unsatisfactory job performance;
- Violation of any policy in this Handbook;
- Failing or refusing to abide by safety and security rules, policies or instructions;
- Failing to report unsafe actions or conditions;
- Physical and/or verbal abuse;
- Failure to follow duties as described in your job description;
- Unauthorized use of the Coding it Forward, Inc. name;
- Job abandonment; and
- Excessive or unjustified tardiness or absenteeism.

Again, this list is not intended to be an exhaustive list of prohibitions, nor is it intended to limit in any way Coding it Forward's ability to immediately terminate or suspend (with or without pay) any Fellow for any lawful reason, with or without cause or notice.

For the purposes of this Handbook, the "workplace" is defined broadly to include any remote work location, Host Office, vehicle, parking area, facility or other property owned, leased or occupied by Coding it Forward. It includes off-site areas where Fellows are working remotely, assigned, outsourced or sent on Coding it Forward's behalf as well as any location where Fellows may be or congregate either for work-related reasons or at Coding it Forward's expense.

Remote Work Policy

Please see the Remote Work Policy and Agreement; Appendix C at the back of this handbook.

Performance Review

Communication between Fellows and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Fellows should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Employment Outside Coding it Forward

Should a Fellow have other employment outside Coding it Forward, requirements for that work may not impinge on the responsibilities of the Fellow's position at Coding it Forward. Inability to perform according to these expectations may be grounds for termination.

Slack Account

All staff of Coding it Forward have access to a Slack account. Coding it Forward apps, such as Slack, may not be used for solicitation, chain letters, or jokes. The Slack account should be used for professional use only and cannot be used to engage in any communication that could be construed as:

- Defamatory, disparaging, obscene, offensive, profane, sexual, and/or harassing;
- Accessing pornographic Internet websites or chat rooms;
- Promoting private or personal for-profit activity;
- Disclosing proprietary or confidential information, except for legitimate business purposes;
- A violation of law.

Electronic Communication and Internet Use

Where applicable, Fellows who use electronic equipment belonging to Coding it Forward or their Host Office should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email, Slack and internet activity, are subject to inspection by Coding it Forward. Fellows should keep in mind that even if they delete an email, voicemail, Slack message or other communication, a copy may be archived on the company's systems.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

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- Coding it Forward and/or Host Office provided equipment and services, including Internet and Internet Applications, may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden while using Coding it Forward and/or Host Office provided equipment and in the course of Coding it Forward-related work: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Coding it Forward or be contrary to Coding it Forward's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Fellows should not open suspicious emails, pop-ups or downloads. Contact the Executive Director with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external emails and Slack messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending email within and outside the organization. Also, be aware that if a personal computer or devices is used for Coding it Forward's business, it is possible that those devices could be confiscated in a legal case.

Right to Monitor

All Coding it Forward/Host Office -supplied technology and company-related work records belong to the organization and not to the Fellow. Coding it Forward may monitor the use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Coding it Forward may monitor postings on the Internet. Policy violations may result in discipline up to and including termination of employment.

Privacy and Social Media

Social media is a common means of communication and self-expression. However, please remember that you are personally responsible for content you publish via social media, and that posted material will be viewable for a very long time.

Do not post, produce or distribute:

- A likeness of any staff member of Coding it Forward and/or your Host Office without their express permission.
- Confidential or other information of Coding it Forward and/or your Host Office.

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Prior permission must be obtained from the individuals involved before publishing photographs, videos, or other likenesses, including Coding it Forward Fellows, volunteers, visitors, and partners, taken while on-site or engaged in Coding it Forward activities.

Fellows will not be asked or required to:

- Disclose a username or password for the purpose of accessing personal social media;
- Access personal social media in the presence of the employer; or
- Divulge any personal social media, except in limited circumstances.

However, Coding it Forward may request that a Fellow divulge personal social media reasonably believed to be relevant to an investigation or allegations of Fellow misconduct, or Fellow violation of laws. In addition, any conduct that adversely affects a Fellow's job performance or the performance of another Fellow or otherwise adversely affects Coding it Forward's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination.

The term "social media" is defined as an electronic service or account or electronic content, including, but not limited to, videos, still photographs, blogs, video blogs, podcasts, instant and text messages, email, online services or accounts, or internet website profiles or locations.

Drugs and Alcohol

Fellows are also prohibited from reporting to work in person or remotely while under the influence of alcohol, illegal narcotics, drugs or other controlled substances, except if the controlled substances are taken pursuant to the instructions of a licensed healthcare provider.

For purposes of this policy, an unlawful controlled substance is any drug that cannot be obtained legally or although available legally, has been obtained illegally.

A Fellow's use of prescription drugs while working is permitted, provided that the drug has been prescribed for the Fellow by a licensed health care provider and is used in accordance with the health care provider's instructions and in the prescribed dosage, and provided also that use of the drug does not impair the Fellow's ability to perform his or her job duties and responsibilities safely and effectively.

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Fellows are required to notify the Executive Director in writing if the Fellow is convicted for a violation of a criminal drug statute occurring during work hours within five calendar days after the conviction. Please note, your Host Office may also have an applicable policy.

Violations of this policy will lead to disciplinary action, up to and including termination of employment. In addition, any illegal substances found during the course of enforcing this policy may be turned over to the appropriate law enforcement authorities and may result in criminal prosecution.

Workers' Compensation

Workers' Compensation is paid for and provided by Coding it Forward in accordance with state laws regarding on-the-job injuries and illnesses. It is important that you report any injury or illness regardless of how minor it may seem, to your supervisor immediately so we can comply with the state's reporting requirements. This includes accidents at home during work hours. We ask for your assistance in alerting Coding it Forward to any condition that could lead or contribute to an accident.

Personnel Record Policy

Upon written request, Fellows (both current and former) may review their own personnel records during normal business hours, and/or obtain a copy of their file, in accordance with applicable state law.

Separation of Employment

Separation of employment within an organization can occur for several different reasons:

- **Resignation:** Although we hope your employment as a Fellow with Coding it Forward will be a mutually rewarding experience, we understand that varying circumstances cause Fellows to voluntarily resign.
- **Job abandonment:** Fellows who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal workday or shift on the third day.
- **Termination:** Fellows are employed on an at-will basis. Coding it Forward retains the right to terminate the employment relationship at any time and for any lawful reason, with or without cause, and with or without notice.

Return of Property

At the end of the Fellowship, or at any time requested by Coding it Forward, the Fellow shall immediately deliver all property in the Fellow's possession, or under Fellow's care and control, belonging to Coding it Forward and or the Host Office, including but not limited to proprietary information, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

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Benefits Upon Separation

If employment is terminated, the Fellow will receive wages for work performed up to the last day of active employment. Payment for accumulated wages owed will be given on the last day of employment, or by the time that is statutorily required whichever is longer.

Last paychecks will be paid in the usual manner and schedule when a Fellow leaves Coding it Forward of their own volition, at the conclusion of the program, or by the time that is statutorily required.

Holiday Pay

Coding it Forward recognizes the following paid federal holidays during the term of the Fellowship:

- Juneteenth
- Independence Day

Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

Sick Leave

Full-time Fellows accrue one (1) hour of paid sick leave per thirty (30) hours worked. Coding it Forward will comply with state and local sick leave ordinances should they require more generous sick leave benefits.

Earned sick leave may be used for the following reasons: (1) to care for a physical or mental illness, injury or medical condition affecting you or a family member; (2) to attend routine medical appointments for you or a family member; or (3) to address the effect of domestic violence for yourself or a family member, including to seek legal and social services assistance or take other safety measures if the Fellow or family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.

"Family member" is defined broadly, including a child (regardless of age), including biological, adopted or foster child; legal ward; or a child to whom the Fellow stands in loco parentis, a biological, adoptive, or foster parent; stepparent; legal guardian of an Fellow; the Fellow's spouse or registered domestic partner; or a person who stood in loco parentis when the Fellow was a minor child, a grandparent, a grandchild, a sibling.

Fellows may use sick time in increments as small as one (1) hour. Fellows must request sick leave in advance when possible. Fellows who are unable to report to work due to sudden illness or injury should notify both their Host Office supervisor and Yuyang Zhong, Coding it Forward's Program Manager, before the scheduled start of their workday, if

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possible. The Host Office supervisor and Yuyang Zhong must also be contacted on each additional day of absence. If a Fellow is absent for more than three (3) full days of sick time, the Fellow may be required to provide certification of the need for sick leave. Depending upon the length and circumstances of a sick leave absence, a Fellow may be requested to provide a physician's verification that he or she may safely return to work.

Accrued but unused sick leave will not be paid out upon termination of employment.

Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, Fellows must notify their supervisor and provide a copy of the jury summons. Jury leave will be granted in accordance with state and federal law.

Break Periods

Fellows are entitled to a 30-minute unpaid meal break for every 5 hours of work. Fellows are also entitled to a 10-minute paid rest period for each 4-hour work period.

Paid Family and Medical Leave

Paid Family and Medical Leave will be provided in accordance with state law, if applicable. Please see the state specific information located in the appendix section of the handbook.

Military Leave

Military Leave will be provided in accordance with applicable State and Federal law.

TO BE PLACED IN FELLOW'S PERSONNEL FILE

Acknowledgement of Fellow Handbook

This Fellow Handbook is a reference tool and focuses on various employment policies and procedures that are in effect at the time of this publication. Additions or changes to these policies may be made periodically or intermittently and will be effective immediately upon notification and/or inclusion in this Handbook. Copies of this Handbook are available to Fellows.

Your signature below indicates that you have read the Fellow Handbook and understand that you are responsible for the information described within. If you have questions or need further information about this Handbook, bring any questions regarding these policies to Yuyang Zhong for clarification.

Your signature further acknowledges that you understand that neither this Handbook nor any other written or verbal communication by a management representative creates an employment contract or can alter the at-will nature of your employment. All employment at Coding it Forward is at-will, meaning either you or Coding it Forward may terminate the employment relationship at any time and for any lawful reason, with or without cause, and with or without notice.

From time to time, questions may arise that are not summarized in this Handbook. In such instances, speak with Yuyang Zhong. Also, from time to time, policies and practices will be revised and/or updated. When appropriate, every effort will be made to provide these updated policies and practices for existing Handbooks. However, Fellows are responsible for reading and disseminating this updated information once it has been distributed, regardless of the means of distribution.

I understand that my typed or e-signature, below, is binding and shall be considered to be the same as my handwritten signature for the purposes of legal validity, enforceability, and admissibility.

Full Legal Name: {{t;t;r;y;o:"Fellow";l:"Fellow Name";w:250;}}

Date: {{t;t;r;y;o:"Fellow";l:"Date";w:250;}}

Signature: {{t;s;r;y;o:"Fellow";w:250;h:25;}}

TO BE PLACED IN FELLOW'S PERSONNEL FILE

Receipt of Harassment Policy

I have read and I understand Coding it Forward's Harassment Policy, including the Sexual Harassment Policy.

Full Legal Name: {{t;t;r;y;o:"Fellow";l:"Fellow Name";w:250;}}

Date: {{t;t;r;y;o:"Fellow";l:"Date";w:250;}}

Signature: {{t;s;r;y;o:"Fellow";w:250;h:25;}}

APPENDIX A

Whistleblower Policy

If any Fellow reasonably believes that some policy, practice, or activity of Coding it Forward is in violation of law, a written complaint may be filed by that Fellow with the Executive Director.

It is the intent of Coding it Forward to adhere to all laws and regulations that apply to the organization, and the underlying purpose of this Policy is to support the organization's goal of legal compliance. The support of all Fellows is necessary to achieve compliance with various laws and regulations. A Fellow is protected from retaliation only if the Fellow brings the alleged unlawful activity, policy, or practice to the attention of Coding it Forward with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to Fellows who comply with this requirement.

Coding it Forward will not retaliate against a Fellow who, in good faith, has made a protest or raised a complaint against some practice of Coding it Forward, or of another individual or entity with whom Coding it Forward had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

Coding it Forward will not retaliate against a Fellow who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of Coding it Forward that the Fellow reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning a person's health, safety, welfare, or of protection of the environment.

APPENDIX B

Communications, Confidentiality, and Intellectual Property Policy

Communication Policy

Confidentiality and Privacy

Do not disclose Coding it Forward's and/or your Host Office's confidential or proprietary information, or personal identifying information, of anyone at Coding it Forward and/or your Host Office in online postings or publications. Sharing these types of information, even unintentionally, could result in harm to Coding it Forward and legal action against you and/or Coding it Forward and your Host Office.

Your Identity Online

- You are personally liable for all communications and information you publish online. Coding it Forward may be liable for online activity that uses company assets (computers, laptops, tablets, cellphones, etc.), a company email address and/or any email address that can be traced back to Coding it Forward's domain, which generally is any internet address affiliated with Coding it Forward. Using your name and a Coding it Forward e-mail address may imply that you are acting on Coding it Forward's behalf. Because social media and networking activities are public, your Coding it Forward e-mail address and Coding it Forward assets should be used only to perform job-related activities, which may include professional networking but do not include personal social networking. You must treat all professional networking and job-related postings and activities as professional communications governed by this and other Coding it Forward policies.
- Outside the workplace, you have a right to participate in social media and networks using your personal email address and personal assets. However, information and communications that you publish on personal online sites should never be attributed to Coding it Forward or appear to be endorsed by, or to have originated from, Coding it Forward.
- If you choose to disclose your affiliation with Coding it Forward in an online communication, then you must treat all communications associated with the disclosure as professional communications governed by this and other Coding it Forward policies. In addition, Fellows must use the following disclaimer, "The opinions expressed on this site are my own and do not necessarily represent the views of Coding it Forward". Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company's business.

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- Fellows are prohibited from using or disclosing in personal blogs (as elsewhere) any confidential, proprietary, sensitive, and/or trade secret information of Coding it Forward, your Host Office, and/or Coding it Forward partner agencies.
- Harassment of other Coding it Forward employees and/or Fellows will not be tolerated. Blogs may not violate Coding it Forward's conduct-related policies, including its Code of Conduct, Equal Employment Opportunity, and Sexual and Other Harassment Policies. Fellows should assume that other Coding it Forward Fellows are reading the blog. Even after a blog (or particular blog posting) is deleted, certain technology may still make that content available to readers.
- Fellows must keep in mind that if they post information on a social media site that is in violation of Coding it Forward policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.
- Do not use Coding it Forward's or others' trademarks on a social media site, or reproduce the company's or others' material, without first obtaining permission.
- Fellows are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and anti-harassment laws.
- Violations of this policy may result in discipline up to and including immediate termination of employment.
- Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other Fellows to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Intellectual Property Policy

Ownership of Intellectual Property

Employee acknowledges and agrees that materials Employee prepares for CIF will be owned by CIF, and materials Employee prepares for Employee's Host Office will be owned by that office. Employee hereby grants and assigns to CIF or Host Office, as applicable, without any separate remuneration or compensation other than that received by Employee from time to time in the course of Employee's employment, Employee's entire right, title, ownership, and interest throughout the world in and to all reports, presentations, memoranda, charts, graphs, opinions, computer programs, drawings, documentation, publications, research, information, writings, procedures, developments, inventions, and improvements, whether patentable or non-patentable, and patents and applications therefor, trademarks and applications therefor, copyrights and applications therefor, plans, methods, and all other data and know-how (collectively, "Intellectual Property") made, conceived, developed, and/or acquired by Employee solely or jointly with others during the period of Employee's

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employment with CIF, whether or not made, conceived, developed, or acquired during regular business hours or on the premises of, or using properties of, CIF or Host Office, related to Employee's employment with CIF. Such right, title, ownership, and interest shall pass immediately from Employee to CIF or Host Office, as applicable, as the works are executed. Employee shall not use any of the work and materials for any purpose, and may not create any derivative works based on the work and materials, except as otherwise expressly stated herein.

Non-Infringement

Employee asserts that any written content, designs, proofs, files, and the like created by Employee for Coding it Forward or the Host Office will neither infringe nor violate the intellectual property rights of any third party.

Confidentiality

Employee agrees that at all times during Employee's employment and following the conclusion of Employee's employment, whether voluntary or involuntary, Employee will hold in strictest confidence and not disclose Confidential Information (as defined below) to anyone who is not also an employee of Coding it Forward, the Host Office or to any employee of Coding it Forward or the Host Office who does not also have access to such Confidential Information, without express written authorization of the Executive Director.

"Confidential Information" shall mean any or all of the following nonpublic, proprietary and/or confidential information: business records and plans, payroll and other employee information including personal identifying information, health, compensation, and background check information, funder and donor information, guest, visitor, customer, and/or client information, including personal identifying information, recipient information, including personal identifying information, giving records, proprietary products and services, technology, research, programs, financial information and statements, bank records, accounting records, tax returns and other submissions to taxing authorities, business records data, and corporate books and records prepared by, or held by Coding it Forward, computer, social media, electronic database and other technology credentials, passwords, and log in information (altogether "Coding it Forward Confidential Information").

Employee is obligated to maintain the confidentiality of all Coding it Forward Confidential Information. All off-site Coding it Forward Confidential Information in Employee's possession, including copies, must be returned as of Employee's employment separation date. In addition, any Coding it Forward Confidential Information on Employee's personal computing devices, including Employee's cell phone, must be deleted as of Employee's separation date.

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Additionally, Employee will not use any Confidential Information for Employee's own benefit or to the detriment of Coding it Forward during Employee's employment or thereafter. Employee also certifies that employment with Coding it Forward does not and will not breach any agreement or duty that Employee has to anyone concerning confidential information belonging to others.

Employee's Confidentiality Obligation to Host Office

Employee is obligated to maintain the confidentiality of Host Office's non-public information that Employee may learn through Employee's work with Host Office. Such information should not be retained on an Employee's personal devices or shared with third parties. All off-site Host Office non-public information in Employee's possession, including copies, must be returned to Host Office as of Employee's employment separation date.

APPENDIX C

Code of Conduct

Coding it Forward values the participation of each member of the Fellowship community and we want each Fellow to have an enjoyable and fulfilling experience. Accordingly, all Fellows are expected to show respect and courtesy to each other, members of the Coding it Forward team, Host Office supervisors, mentors, and all others throughout the duration of the Fellowship, whether attending events officially sponsored by Coding it Forward or otherwise acting on behalf of the Fellowship.

To make clear what is expected, Fellows, members of the Coding it Forward team, Host Office supervisors, and mentors are required to conform to the following Code of Conduct. Fellows are also expected to comply with Host Office regulations, as well as federal, state, and local laws.

Our Standards

Coding it Forward is dedicated to providing a positive experience for everyone. We hold Fellows to the following rules and expectations:

- Fellows are responsible for proper behavior when participating in online programming with Coding it Forward. Written and oral communication must be free of any vulgar, belittling, or offensive language.
- Fellows are responsible for maintaining prompt and transparent communication with Coding it Forward, their Host Office, mentors, and other individuals involved with the Fellowship. This means that emails and messages should be returned in no more than 24 hours during the work week (M-F). Any extenuating circumstances (i.e. illness, emergency, etc.) should be communicated immediately.
- No form of harassment, intimidation, or cyberbullying will be tolerated under any circumstance. This includes sending or posting discriminatory or threatening messages that are meant to defame or slander another Fellow or coworker in any form of media.
- Do not engage in any illicit activities. Any copying, pirating, or downloading software and electronic files without permission will not be condoned. Do not send or post confidential material from your agency's work or Fellowship communications to third parties or social media accounts. This includes not sharing any materials related to your work on Slack.
- Create a positive environment for your fellow Fellows. This includes being kind to others, using welcoming and inclusive language, being respectful of differing

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viewpoints and experiences, gracefully accepting constructive criticism, and fostering kindness and empathy.

Individuals asked to stop any inappropriate behavior are expected to comply immediately. Violations of this policy may result in discipline up to and including immediate termination of employment.

Contact Information

If you believe that someone is violating the Code of Conduct during a Fellowship event or otherwise, or have any concerns, please contact a member of the Coding it Forward team immediately at summer@codingitforward.com. Coding it Forward staff will be happy to help participants find ways to guarantee the emotional and physical safety of Fellowship participants.

APPENDIX D

Remote Work

Coding It Forward (“CIF”) is predominantly a fully remote work arrangement for Fellows. This policy aims to set clear guidelines and expectations for both Fellows and Managers around remote work to ensure both the needs of the Fellow and CIF are met and to avoid issues that may cause disruption to the workday and/or during virtual meetings.

It is important to note that remote work does not automatically allow the Fellow to move to a state outside of the designated states or work internationally. Please speak to the Executive Director as soon as possible if you plan to move to another state and intend to continue working for CIF. This notice must be given at least two weeks prior to your move. International moves are not allowed at this time.

Engagement in a predominantly remote work arrangement in no way changes the terms and conditions of an individual’s at-will employment or appointment with CIF.

Description

To be successful as an Employer and as a Fellow, the parties must consider the nature of the work and the Fellow’s role/job duties as well as Coding it Forward and the Host Office’s needs and objectives. Managers and Fellows should both share their thoughts with and engage in discussions about 1.) the nature of the work & their role and 2.) needs and objectives of the individual and the organization. Fellows should have the opportunity to share 3.) their preferences as to how they will structure their work time. Please note that Coding it Forward reserves the right to make changes to the individual Fellow’s work structure as necessary.

Policies & Expectations

All CIF policies continue to apply to offsite work locations, Host Offices and to all individuals in fully remote work arrangements. In addition, the following expectations apply to fully remote work arrangements:

- **Caregiving:** A fully remote work arrangement is not designed to be a replacement for appropriate caregiving. A Fellow’s schedule may be modified to accommodate caregiving needs in the sole discretion of CIF. The focus of a remote work arrangement must remain on job performance and meeting organizational needs.

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- **Equipment & Support:** When applicable, CIF or Host Office may loan Fellows electronic equipment necessary for them to complete their job duties. Such equipment may include: laptop, monitor, keyboard, mouse, and other supplies as necessary for a home office. Please contact the Executive Director if you need additional items.
- **Location:** Fellows should seek a quiet and distraction-free working space, to the extent possible. Fellows should avoid working in public spaces.
- **Onsite Requirements:** CIF reserves the right to require, with reasonable notice, that the Fellow be onsite to attend work-related events, including, but not limited to, special retreats, team meetings and/or CIF events.
- **Performance:** Evaluation of a remote worker's performance will be consistent with that of all CIF's policies. Remote Fellows are expected to be available and communicative during scheduled work hours. Consumption of alcohol, intoxicants of any kind, marijuana, or illegal drugs during work hours is never acceptable.
- **Virtual Meetings:** While distractions are often unavoidable, try to keep them to a minimum. This includes giving your full attention to meetings and participating as if you were face-to-face. The use of video during meetings is strongly encouraged. Casual dress is acceptable; however, please use your discretion and do not wear apparel that would not be appropriate outside of your home. The following behaviors are not permitted during virtual meetings: smoking or vaping and playing music, television, or loud noises in the background.
- **Safety of Work Environment:** The Fellow agrees to maintain their workspace in a safe condition, free from hazards and other dangers to the Fellow and/or equipment. Injuries sustained by the Fellow while at his or her remote work location and in conjunction with Fellow's regular work duties may be covered by CIF's workers' compensation policy. Fully remote work Fellows are responsible for notifying CIF of such injuries in accordance with CIF's workers' compensation procedures. The Fellow is liable for any injuries sustained by visitors to the Fellow's worksite.
- **Liability for Injuries:** The Fellow understands that he or she remains liable for injuries to third persons and/or members of his or her family on Fellow's premises. Fellow agrees to defend, indemnify and hold harmless CIF, its affiliates, directors, officers, Fellows, contractors, successors, assigns, and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Fellow or by Fellow's willful misconduct, negligent acts or omissions in the performance of the Fellow's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of CIF.

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Fellows are expected and are responsible for maintaining their offsite workspace in a safe manner, free from safety hazards. Fully remote workers are responsible for notifying CIF of injuries specific to work related tasks as soon as practicable. The fully remote off site worker is liable for any injuries sustained by visitors at their offsite worksite.

- **Insurance:** At all times, Fellow will have procured adequate homeowner's or renter's insurance, and any other necessary insurance to ensure that there is proper insurance coverage for the Fellow's workspace and/or office area. Fellows will bear the cost of this insurance. CIF may demand to see proof of insurance at any time.
- **Security:** Consistent with CIF's information security policy, Fellows who are working remotely will be expected to ensure the protection of proprietary information accessible from their offsite location. Steps may include the use of a locked file cabinets; desks and any other measures appropriate for the job and the environment.
- **Tax and Other Legal Implications:** The Fellow must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working from an offsite location for any length of time. Responsibility for fulfilling all obligations in this area rests solely with the Fellow.
- **Time Worked:** All Fellows who are working remotely will be required to accurately record all hours worked using CIF's time-keeping system, Justworks Hours.

TO BE PLACED IN FELLOW'S PERSONNEL FILE

Receipt of Remote Work Policy

I have read and I understand Coding it Forward's Fellow Remote Work Policy.

Full Legal Name: {{t;t;r;y;o:"Fellow";l:"Fellow Name";w:250;}}

Date: {{t;t;r;y;o:"Fellow";l:"Date";w:250;}}

Signature: {{t;s;r;y;o:"Fellow";w:250;h:25;}}
