

OWL CONTRACTOR MANUAL

Open Way Learning (OWL) is a 501(c)(3) nonprofit organization dedicated to advancing learner-centered innovation in education. To support this mission, OWL partners with highly qualified individuals - referred to as OWL Fellows - who deliver professional development, workshops, coaching, and related services to schools and education organizations across the United States.

This manual outlines the expectations, responsibilities, and best practices for individuals working with OWL as independent contractors, specifically those recognized as OWL Fellows. It supplements—rather than duplicates - key documents such as the OWL Independent Contractor Payment Terms and the OWL Code of Ethics. These documents are referenced throughout and should be reviewed in full before accepting any contracted work.

OWL Fellow Status & Contractor Relationship

OWL Fellows are highly qualified professionals engaged by OWL as independent contractors. They support OWL's mission through services such as professional development, workshops, coaching, and strategic facilitation. As independent contractors:

- Fellows work under a signed <u>ICA</u>.
- They are not OWL employees and do not receive employee benefits or equipment.
- They are responsible for their own tax reporting, business registration, and insurance.
- They are not guaranteed work and may accept or decline engagements based on alignment, availability, and need.
- They retain the right to work with other clients or organizations outside of OWL.

All contracted services must be detailed in a signed Scope of Work (SOW) and accepted in writing prior to delivery.

Contractor Boundaries and Access

To remain in compliance with IRS and labor regulations, OWL maintains a clear distinction between contractors and employees. As such:

- Fellows do **not** receive OWL email accounts or access to internal platforms (e.g., Slack, team Productive boards).
- OWL may grant limited access to certain systems (e.g., Productive, Mural, etc.) strictly for administrative purposes such as viewing schedules or submitting invoices. Note: Limited system access is offered only for administrative convenience and will not be used for monitoring, supervision, or day-to-day task direction.

- All planning and communication will occur through designated OWL staff via email or shared documents connected to an approved Scope of Work.
- Fellows are expected to use their own tools for scheduling, billing, and documentation unless otherwise agreed upon.

These boundaries protect both the legal standing of the contractor relationship and the operational integrity of OWL's nonprofit structure.

Professional Expectations

OWL Fellows are expected to:

- Represent OWL in alignment with its mission, vision, values, and Code of Ethics.
- Deliver high-quality, learner-centered facilitation based on adult learning best practices.
- Communicate professionally and meet all deadlines and deliverables.
- Comply with the **OWL Travel Policy** for reimbursable expenses.
- Maintain ethical conduct and respect the communities and schools they serve.

Fellows are encouraged to:

- Use the OWL Competency Framework for ongoing reflection and growth.
- Share tools, strategies, and adaptations in alignment with OWL's open-source philosophy.
- Engage in continuous improvement through feedback and professional collaboration.

Code of Ethics Acknowledgment

As a condition of service, OWL Fellows agree to abide by OWL's Code of Ethics while performing services under any approved Scope of Work. This includes a commitment to equity, transparency, inclusion, and learner-centered practices. Signing the Code of Ethics affirms this shared responsibility—without implying an employment relationship.

Non-Solicitation & Non-Compete Policy

To protect the integrity of OWL's partnerships and client trust:

- Fellows may not solicit or provide similar services to OWL clients outside of an OWL contract for 12 months following their most recent engagement with that client.
- During their time as a contractor and for one year thereafter, Fellows agree not to engage in or solicit directly competitive services to any OWL client they served through OWL.
- "Similar work" includes services aligned with OWL's core offerings, such as learner-centered design, innovation strategy, and facilitation of experiential learning models.
- This clause does not restrict Fellows from accepting unrelated work or engagements with clients not associated with OWL.

• Exceptions to this policy (e.g. for joint grant-funded work or multi-organization partnerships, etc.) may be approved in writing by OWL leadership in advance.

Grounds for Removal from the OWL Contractor Pool

OWL reserves the right to pause or discontinue future engagements with a Fellow at any time, particularly in cases of...

- Repeated substandard performance or missed deliverables
- Breach of contract or professional ethics
- Harassment, discrimination, or retaliation
- Failure to follow client or OWL safety protocols
- Unauthorized sharing of confidential or proprietary information

To remain in good standing, Fellows must also:

- Facilitate at least one OWL engagement per year unless otherwise approved.
- Submit required background checks or insurance documentation when requested.
- Use their own laptops, devices, and materials unless otherwise specified.
- Not represent themselves as employees or use OWL branding on external proposals, social media, or communications without prior approval.

OWL Fellow Onboarding Guideline:

The following guideline ensures that highly qualified educators joining OWL's contractor pool as OWL Fellows are equipped to deliver exceptional, learner-centered services aligned with OWL's mission, values, and legal structure. This guide provides a flexible but structured pathway grounded in OWL's core competencies and open-source approach, while maintaining full IRS compliance for independent contractors.

As part of this onboarding process, all OWL Fellow candidates participate in a probationary orientation period of up to six months designed to ensure the candidate can meet the quality, professionalism, and mission-aligned expectations required for client-facing work with OWL. This process is not considered employee training and complies with IRS standards for independent contractors. Fellows must sign the OWL Independent Contractor Agreement (ICA) and the Code of Ethics prior to participating in any billable services.

Phase 0: Pre-Engagement

This initial phase is designed to explore mutual alignment between the candidate and OWL's mission, values, and expectations for independent contractors. It allows OWL to learn more about the candidate's strengths, areas for growth, and potential contributions, while also giving the candidate a clear introduction to OWL's learner-centered approach and independent contractor structure. This phase also launches the self-assessment process using the OWL Competency Framework.

Key Steps:

- **Application:** Candidates who are already in the OWL Ambassador network or are refereed from trusted partners invited to review the <u>OWL Fellow program</u> in detail and then, if they wish, <u>apply</u> to be an OWL Fellow.
- **Introductory Review:** The Director of Development & Research will initiate and initial conversation that includes discussion of:
 - Personal strengths and growth areas
 - o Alignment to OWL's mission and learner-centered philosophy
 - Availability and project preferences
 - o Understanding of independent contractor expectations

• Self-Evaluation:

Candidates complete the **OWL Fellow Competency Rubric**, a reflective tool that informs both their personal development and initial Tier placement within OWL's compensation framework.

Note: OWL recommends that all prospective contractors consult with a tax or legal advisor to fully understand the implications of independent contractor status, including obligations for self-employment taxes, insurance, and business registration.

Phase 1: Welcome & Alignment

In this phase, candidates are formally welcomed into the OWL onboarding process and provided with essential tools, expectations, and philosophical grounding to prepare them for client-facing work. Candidates review key documents, complete necessary forms, and submit a sample professional learning design to demonstrate their understanding of OWL's values, facilitation standards, and learner-centered approach.

Note: Completion of this phase does not confer full OWL Fellow status. Candidates are not officially considered OWL Fellows until they successfully complete Phases 1–3 and are invited into the active contractor pool.

What Candidates Will Receive:

- Welcome message from the OWL team for being an official OWL Fellow Candidate
- Onboarding materials, including:
 - OWL Contractor Manual
 - Independent Contractor Agreement (ICA)
 - W-9 form and optional Direct Deposit Authorization
 - OWL Code of Ethics
 - OWL Fellow Competency Framework
 - Invoice Template and Sample Scope of Work (SOW)

"About OWL – The What & How" overview

Required Deliverables:

Review OWL's mission, values, and "What & How" document to understand OWL's
approach to co-design, client partnerships, and experiential learning.
Sign and submit all required documents (ICA, W-9, Code of Ethics, etc.).
Submit a mock slide deck and agenda for a 2-hour professional development session
to demonstrate facilitation skills aligned with OWL's Competency Framework.

Reminder: OWL contractors are issued a 1099 form annually for tax reporting purposes. By submitting a W-9, the contractor acknowledges their responsibility for all applicable tax obligations.

Phase 2: Workshop Observation

This phase provides candidates with a firsthand experience of OWL's facilitation style, team dynamics, and approach to learner-centered client engagement. By observing an OWL-facilitated session, candidates deepen their understanding of quality expectations, cultural alignment, and service delivery standards. A structured debrief helps assess readiness for the next phase of co-facilitation.

Key Activities:

- **Shadow an OWL Workshop:** Observe a half- or full-day OWL-led engagement to gain insight into facilitation strategies, client culture, and participant interaction. *Note:* Travel expenses are reimbursed; however, observation time is not compensated.
- Debrief with OWL Lead: Meet with the OWL Fellow Manager or lead facilitator to reflect on the experience, discuss key takeaways, and assess preparedness for future co-facilitation. Topics include professionalism, preparation, and alignment with OWL values and competencies.

Phase 3: Co-Facilitation & Reflection

In this final onboarding phase, candidates engage in hands-on delivery of OWL services, co-facilitating alongside experienced OWL staff. This phase provides authentic opportunities to demonstrate professional judgment, high-quality facilitation, and alignment with OWL's core competencies. Successful completion of this phase marks the candidate's formal transition to full OWL Fellow status.

Key Activities:

• **Hands-on Facilitation:** Participate in at least two co-facilitated OWL engagements with an OWL team member.

• Note: During this phase, all Fellow Candidates are compensated at the base contractor rate for all facilitation work performed.

Required Deliverables:

Submit a brief reflection after each co-facilitated session, documenting key
takeaways, facilitation strengths, and growth areas.
Participate in both a midpoint and final debrief with the OWL Fellow Manager or
lead facilitator to reflect on progress and readiness for independent service delivery.

Phase 4: Official Fellow Status

After successful completion of Phases 1–3 described above, the candidate is formally designated as an OWL Fellow and becomes eligible to provide paid, client-facing services as an independent contractor on behalf of Open Way Learning. All contracted work is assigned on a case-by-case basis, based on alignment between client needs and the Fellow's demonstrated expertise, geographic location, prior experience with the client, and availability.

As a new OWL Fellow, they will receive a customized Independent Contractor Agreement (ICA) that includes an assigned Tier (1–4), based on experience and demonstrated competencies (see OWL Payment Terms for details on tiers and rates). Fellows may also be invited to participate in OWL retreats, professional learning experiences, co-author blogs and resources, attend or present at conferences, and contribute to curriculum design efforts.

Important Reminders:

- OWL Fellows are independent contractors and are not guaranteed work.
- All contracted work must be formally accepted in writing through a signed Scope of Work.
- Fellows have the right to decline a Scope of Work; however, repeated rejections may affect future invitations.
- OWL Fellows are subject to annual review based on feedback from clients and participants, the quality of their facilitation, and continued alignment with the OWL Competency Framework.
- OWL reserves the right to remove a Fellow from the active contractor pool at any time if expectations outlined in the ICA are not met.
- To maintain active status, Fellows must facilitate at least one engagement per year.

Scope of Work (SOW) & Service Workflow

Contractor Scope of Work

All services performed by OWL Fellows must be detailed in an approved Contractor Scope of Work (SOW). The SOW serves as an official addendum to the Independent Contractor

Agreement (ICA) and ensures legal clarity, proper alignment with client needs, and scope-specific expectations for both OWL and the contractor. Each SOW must include:

- A description of the services to be performed.
- Delivery format (onsite, hybrid, or virtual).
- Service location and key OWL/client contacts.
- Timeframe and anticipated duration of the work.
- Specific deliverables (e.g., planning sessions, PD workshops, coaching).
- Compensation terms, including rate, estimated hours, and pre-approved travel/reimbursement guidelines.

Acceptance Requirement: Contractors must accept the SOW in writing—typically via email reply—within 72 hours of receiving it. If service dates need to shift, adjustments may be made via email so long as the nature or scope of the work does not materially change.

Assignment Considerations: OWL assigns work based on client requests, the Fellow's skill set, prior experience, availability, geographic proximity, and expressed preferences. Fellows are never obligated to accept a given assignment but should understand that repeated rejections may reduce future invitations.

Service Workflow

The following stages outline the life cycle of a typical OWL engagement:

Stage 0: Contractor Onboarding

Prior to receiving any assignments, each Fellow must complete onboarding (see the OWL Fellow Onboarding section above).

- Signed Independent Contractor Agreement (ICA), W-9, and Direct Deposit Authorization Form (optional).
- Signed OWL Code of Ethics.
- Receipt of the OWL Contractor Manual, Payment Terms, and templates for invoices and Scope of Work.
- Familiarity with <u>Technology Requirements for all OWL Remote Services</u> and professional expectations.

Stage 1: Service Engagement Initiation

When a service is anticipated:

- An OWL Program Manager will contact the Fellow to gauge availability.
- A brief overview of the engagement and a copy of the client MOU or contract will be shared.
- If available, the Fellow will receive a formal SOW, including:
 - o Deliverables and expectations.

- o Format and location of the service.
- o Target dates and timelines.
- o Compensation, travel, and planning hour limits.

Dates in the SOW are generally considered flexible unless noted otherwise. Any adjustments must be documented via email. If the scope or deliverables materially change, a revised SOW will be issued. Reference this <u>OWL Scope of Work Example</u> and <u>Example OWL Service Proposal</u> for more details.

Stage 2: Planning & Preparation

Prior to delivery, Fellows will work with the OWL Program Manager to prepare:

- The Client Intake Call: Held 4–8 weeks prior to service delivery, this virtual meeting ensures alignment on goals, logistics, and audience. All participants (OWL, contractor, and client) are expected to join.
- **Co-Design Planning:** At least one week before service, OWL will convene a planning session to verify the following (aligned to the "5P rule"):
 - Slide decks and workshop materials* (including timing, transitions, and roles).
 - Anchor documents (including links and references).
 - o Tech tools (e.g., Zoom, Padlet, Mural, Google Docs).
 - Physical materials and supplies (if in person): chart paper, markers, swag, snacks, etc.
 - Milestones and clear success outcomes per client input.
 - * Materials created by OWL Fellows may be incorporated into OWL's open-source knowledge base, unless otherwise agreed upon in writing.

Stage 3: Service Delivery

Fellows deliver the service as described in the SOW. This may include PD facilitation, design sprints, coaching sessions, or strategic planning workshops. Contractors are expected to:

- Engage participants with high-quality facilitation.
- Align content with OWL's Competency Framework.
- Maintain flexibility while adhering to key goals and deliverables.

If urgent issues, changes, or needs arise, the Fellow should immediately notify the OWL Program Manager for support or coordination.

Stage 4: Post-Service Follow-Up

- Fellow Deliverable (due within 1 week of the session):
 - o A trip report or reflection via a form, Google Doc, or email outlining:
 - Key takeaways or insights
 - Participant engagement highlights

- Suggested next steps or improvements
- **OWL Follow-Up to Client** (within 2 weeks):
 - o Joint post-service email from the OWL Program Manager and Fellow with:
 - A follow-up survey (<u>OWL Quality of Service Feedback Form</u> or other client-requested evaluation tool).
 - Updated anchor documents and session resources.
 - Certificates of completion, if requested (reference <u>Example Certificate</u> of <u>Completion</u>).
 - Specific next steps tied to the client MOU or contract.
- **Feedback & Debrief:** Fellows may receive confidential feedback from clients or participants, shared by the OWL Program Manager. This information is intended for professional growth and must remain internal. A debrief meeting may be scheduled within two weeks for reflection and improvement.

Stage 5: Invoicing, Payment, and Compensation

OWL is committed to fair, transparent, and mission-aligned compensation practices for all contractors. To ensure consistency and equity across engagements, OWL uses a tiered compensation system*, grounded in OWL's Competencies, experience, and contributions to our shared work.

Contractors are paid based on the scope of services outlined in each approved Scope of Work (SOW), with specific expectations for planning, delivery, and reimbursable expenses outlined in that agreement. OWL strives to process all approved invoices within 30 days of receipt.

To support clarity, all guidance related to rates, tiers, travel reimbursement, invoice timelines, required documentation, referral incentives, and advancement criteria can be found in the <u>Independent Contractor Payment Terms</u> document. This includes detailed examples, the tier scoring rubric, and guidance for requesting tier reviews.

Important: Before submitting any invoice or seeking tier advancement, OWL Fellows should review the current version of the Independent Contractor Payment Terms document. If you have questions about how the payment structure applies to a particular engagement or your tier assignment, please contact the OWL Program Manager for the contract in question or Director of Development & Research.

*OWL's tiered system is designed to reward demonstrated competency and contributions while ensuring sustainability as a nonprofit. While rates may differ from private consulting firms, they reflect OWL's commitment to equity, fairness, and mission-first service.

Appendix 1: Definitions of Key Terms & Documents

To ensure consistency, transparency, and compliance, OWL uses the following key documents in its contractor engagement process:

- Independent Contractor Agreement (ICA): The ICA is a legal agreement between OWL and the contractor that outlines the terms of the independent contractor relationship (per the IRS form 1099). It defines the contractor's status, general responsibilities, compensation structure, tax obligations, confidentiality terms, non-solicitation clauses, and legal protections. The ICA must be signed before any services can be provided.
- Scope of Work (SOW): The SOW is a project-specific addendum to the ICA that outlines the what, when, where, and how of a particular engagement. It includes details such as the description of services, duration, deliverables, client and OWL points of contact, reimbursement policies, and any specific requirements tied to that project. All work performed by an OWL Fellow must be explicitly listed in an approved SOW.
- Client-Facing Proposal: This is the initial document OWL provides to potential or current clients. It summarizes the proposed goals, services, timeline, and budget for a prospective engagement. It is not legally binding, but serves as the foundation for future planning and (if accepted) will inform the creation of a Scope of Work and client contract.
- Client Contract: The formal agreement between OWL and the client organization. It details deliverables, responsibilities, payment terms, timelines, and other terms mutually agreed upon. The client contract is signed by an authorized representative of the client and OWL leadership. It may incorporate or reference the Client-Facing Proposal.
- Invoice: A billing document submitted by the contractor to OWL for completed services. It should include an itemized list of service hours and categories (e.g., facilitation, planning, travel), aligned with the approved Scope of Work. Invoices must follow OWL's submission schedule and formatting requirements.