

Vendor: Delaware Guidance Services for Children and Youth, Inc.
Address: 1213 Delaware Avenue Wilmington, Delaware 19806
Service: Behavioral Health Support Services
Duration:

Introduction

This AGREEMENT entered into between **SCHOOL** hereinafter referred to as “SCHOOL” and **Delaware Guidance Services for Children and Youth, Inc.**, a not-for-profit corporation of the State of Delaware, hereinafter referred to as “The Contractor”.

The Agreement shall commence on XXXX, 2019 and will terminate on June 30, 2020 unless specifically extended by an amendment, signed by all parties to the Agreement. Time is of the essence.

NOW THEREFORE, in consideration of the foregoing recitals and intending to be legally bound hereby, the “The Contractor” and the “SCHOOL” agree to the following:

A. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, caused by any negligence on the part of the Contractor's in its performance under this Agreement.
2. The Contractor shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death under the Workers Compensation Law of the State of Delaware which may arise from its operations under this Agreement. The Contractor is an independent contractor and is not an employee of the “SCHOOL”
3. The Contractor shall, at its expense, carry insurance of minimum limits as follows:
 - a) Comprehensive General Liability \$1,000,000; and
 - b) Medical/Professional Liability \$1,000,000/ \$3,000,000; and
 - c) Misc. Errors and Omissions \$1,000,000/\$3,000,000
4. Notwithstanding the information contained above, the Contractor shall indemnify and hold the SCHOOL harmless from contingent liability to others for damages because of bodily injury, including death, which may result from the Contractor's negligent performance under this Agreement, and any other liability for damages for which the Contractor is required to indemnify the SCHOOL and its board, officers, and employees under any provision of this Agreement.

5. The Contractor shall require that all of its subcontractors under this contract obtain policies with the same coverage requirements contained in subsections 2 and 3 of Section A of this Agreement. The policies for both the Contractor and its subcontractors under this contract must be so written to include Bodily Injury and Property damage insurance to protect against claims arising from the negligent performance of the Contractor and the Contractor's subcontractors under this Agreement. The Contractor shall ensure that its personnel or subcontractors hired to work with "SCHOOL" students have, within the current calendar year, taken a Mantoux tuberculin test with a negative or inactive positive result prior to initiation of work under this contract, and
 - a) Ensure that its personnel or subcontractors who shall be working with "SCHOOL" students have recently procured a criminal background check within the last 12 months, and every 24 months thereafter, that showed the employee or subcontractor to be without convictions, and
 - b) Ensure that it conducts child abuse and adult abuse registry checks and obtain service letters for staff or subcontractors working with "SCHOOL" children in accordance with 19 Del. Code § 708; and 11 Del. Code, §§ 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this Agreement.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance, or a letter indicating a program of self-insurance and its limits and availability of funds sufficient to meet the claims. The certificate shall identify the Contractor as the "Certificate Holder" and shall be valid for this Agreement's period of performance as detailed in the Introduction.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, as applicable and required by law to engage in business and provide the goods and/or services to be acquired under the terms of this Agreement. The Contractor acknowledges and is aware that Delaware Law provides for significant penalties associated with the conduct of business without the appropriate, required license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as are required to provide services under this Agreement, to assure the quality of services provided under this Agreement. The Contractor shall immediately notify the SCHOOL in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Agreement.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti-discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Agreement and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, handicap or any other unlawful discriminatory basis or criteria.

10. Both Parties to this Agreement agree to abide by the provisions of the Health Insurance Portability & Accountability Act of 1996.
11. The Contractor agrees to provide to the SCHOOL, on an annual basis, if requested, information regarding the client population served under this contract by race, color, national origin or handicap.
12. This Agreement may be terminated in whole or part:
 - a) by the SCHOOL upon five (15) calendar days written notice of documented unsatisfactory performance,
 - b) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material, excluding medical records in the custody of the Contractor, prepared by Contractor under this Agreement shall, at the option of the SCHOOL, become the property of the SCHOOL. In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the SCHOOL. The Contractor shall be entitled to receive reasonable compensation as determined by the SCHOOL in its sole discretion for any satisfactory work completed on such documents and other materials that is usable to the SCHOOL. Whether such work is satisfactory and usable is determined by the SCHOOL in its sole discretion. Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the SCHOOL, this Agreement shall terminate and be of no further force and effect. Contractor shall notify the SCHOOL immediately of such events.

13. Any notice required or permitted under this Agreement shall be effective upon receipt and may be hand delivered with receipt requested and granted or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.
14. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Agreement, the remainder of the Agreement will remain unaffected and the Parties will use their best efforts to renegotiate such nullified terms.
15. This Agreement shall not be altered, changed, modified or amended except by written consent of all parties to the Agreement.
16. The Contractor shall not enter into any subcontract for any portion of the services covered by this Agreement without obtaining prior written approval of the SCHOOL. Any such subcontract shall be subject to all the conditions and provisions of this Agreement. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment,

rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Agreement.

17. This entire Agreement between the Contractor and the SCHOOL is composed of these several pages and the attached Appendices.
18. This Agreement shall be interpreted and any disputes resolved according to the laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the SCHOOL and Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
19. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Agreement, Contractor agrees to reimburse the SCHOOL for the prorated portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Agreement. In the event Contractor refuses or neglects after reasonable notice by the SCHOOL to bring such antitrust action, Contractor shall be deemed to have assigned such action to the SCHOOL.
20. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement, it shall not employ any person having such interest.
21. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this Agreement, by improperly influencing the SCHOOL or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the SCHOOL shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
22. The SCHOOL shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials, except medical records or any materials that identify patients, prepared under this Agreement. Contractor shall have no right to copyright any material produced in whole or in part under this Agreement. Upon the request of the SCHOOL, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the SCHOOL. If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the SCHOOL the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the SCHOOL. If the Contractor cannot buy the rights to continue using the service or replace the

product, the Contractor may terminate the contract under the provisions of paragraph A 12 (c) of this Agreement.

23. Contractor agrees that no information obtained pursuant to this Agreement may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Agreement.
24. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Agreement.

B. Financial Requirements

1. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. The Contractor is responsible for costs incurred in excess of the total cost of this Contract and the SCHOOL is not responsible for such costs, unless mutually agreed upon and approved in writing by the SCHOOL.
2. SCHOOL will pay Contractor for the performance of services described in Appendix A, Scope of Work. The fee will be paid in accordance with fee schedule attached herto as part of Appendix B, Budget.
3. When the SCHOOL desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The SCHOOL will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract.
4. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of seven (7) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for three (3) years following the termination of such litigation. The Adorn shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying.
5. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The SCHOOL is not responsible for the payment of such subcontractors or suppliers.

6. The cost of any audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the SCHOOL for disallowances shall be drawn from the Contractor's own resources and not charged to Agreement costs or cost pools indirectly charging Agreement costs.

C. Scope of Work

1. Contractor and SCHOOL agree that the work to be performed and the performance obligations of each of the Parties under this Agreement shall be as set forth in Appendix A, attached hereto, and incorporated herein by reference.

Authorized Signatures:

Contractor

Jill Rogers, Executive Director
Delaware Guidance Services for Children and Youth,
Inc.
1213 Delaware Avenue
Wilmington, DE 19806

Date

School

School Official, Title
School Address

Date



Memorandum of Understanding

The Bryan Allen Stevenson School of Excellence (“BASSE”) will be an independent charter school operator opening in Sussex County, Delaware. Jounce Partners (“Jounce”) is an educational non-profit focused on working with future and existing school leaders to rapid accelerating teaching quality. BASSE and Jounce wish to enter an agreement to identify, recruit, and train the future Founding Instructional Leader (“FIL”) at BASSE.

From Jounce to BASSE

Prior to BASSE’s launch, the FIL will be a full-time employee of Jounce, and remain a full-time employee of Jounce until a time to be determined collectively by BASSE, Jounce, and the FIL.

- Advice and support in selecting the incoming Founding Instructional Leader

Jounce will provide support in talent identification and recruitment, initial candidate screening, and program based interviews emphasizing coaching. In short, Jounce would share their internal process for recruiting School Launch Partners with BASSE and partner with your Board in selecting a future school leader.

- Instructional Leader Training

The traditional approach to instructional leadership is “Observation and Feedback.” Our model replaces this with “Modeling and Practice.” When teachers are in class and teaching, leaders actively model instead of passively observing. This shift – from “observation and feedback” to “modeling and practice” – requires a new set of skills for school leaders. Jounce defines school leadership as a job that is all about developing better teachers, faster, and we will help the proposed BASSE leader build the skill set for this role.

- Instructional Leader Experience

After receiving initial front-end training, Jounce will place the proposed BASSE leader in our partner schools (and new partner schools in Delaware), coaching teachers and leaders in the Jounce model. These at-bats will hone the proposed BASSE leaders' skill-set and give them ongoing experience in school leadership scenarios.

- Pre-Launch Leader Training

All Jounce Launch Partners receive training - both internal, from former school leaders on our team; and external, from specialized consultants - on the non-instructional aspects of school leadership. Examples of this could include school finance and



budgeting, hiring and performance management, staff culture building skills, basic skills for board interaction and reporting, and necessary school operations training. Jounce can provide or facilitate this training as needed.

- FIL employment

Prior to the FIL transitioning to their position as the instructional leader of BASSE, Jounce will handle all aspects of the FIL's employment administration.

From BASSE to Jounce

- An initial leader training fee of \$30,000

Prior to taking primary ownership of a Jounce partnership, the FIL will complete an onboarding and training period where they will receive intensive training from Jounce's Executive Director, they will shadow and then coach alongside the more experienced Partners on the Jounce team, and they will participate in curated training experiences including visits to some of the top performing schools in the country. By the time their training is complete, these Partners need to be able to step into a school, rapidly gain the trust of School staff, set a new vision for a school, and aggressively build the skill sets of the leaders and teachers. This fee covers the FIL's salary and benefits for this time, as well as Executive Director and staff support time spent recruiting, training, and onboarding the FIL, travel to high performing schools; and various books and A/V equipment needed to use video in training and share documents.

- An annual support fee for every year prior to Launch Year 0

Once the FIL is onboarded and leading partnerships, the bulk of the costs associated with their training is covered by their partnerships. This fee would cover any delta incurred if the FIL was unable to lead Jounce partnerships or if BASSE and the FIL wished for the FIL to fulfill mission-oriented lower-cost partnerships.

- A Launch Year 0 fee

In the final year before launch, Jounce Launch Partners scale down their partnership work to focus on the launch of their school. If BASSE wishes the FIL to do the same, the costs associated with the FIL's time directly focused on BASSE would be covered by BASSE.

- A joint cooperation agreement

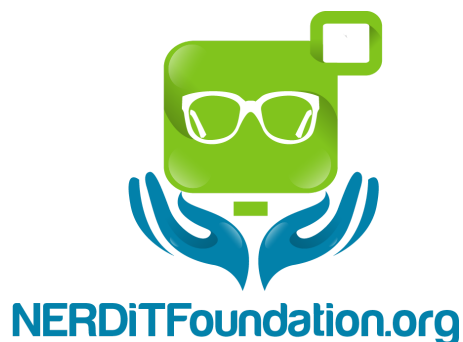
Jounce and BASSE would sign a joint cooperation agreement to identify potential partner schools, program fundraisers, etc. This agreement would also cover



contingencies if the FIL could not properly support Jounce Partner schools or if the BASSE board lost faith in the FIL's ability to properly lead BASSE at launch.

- A follow-on support agreement MOU between Jounce and BASSE for the incubated leader

With all of our Launch Partners, we continue to work with the launch school to ensure fidelity to the model and ongoing support. The scope of this agreement would be subject to negotiation prior to launch, but a joint agreement to pursue that partnership would be needed.



**Delaware Department of Education
Townsend Building
401 Federal Street
Dover, DE 19901-3639**

12/30/2020

RE: The Bryan Allen Stevenson School of Excellence

The NERDiT FOUNDATION is pleased and excited to lend our support to The Bryan Allen Stevenson School of Excellence.

It is encouraging to know that families in Sussex County will have the opportunity to provide their students with a real-world educational experience where service, rigor, and student leadership is at the center. Mr. Stevenson has built a legacy of service and change that BASSE will impress upon their students. We are aware of what it will take to make BASSE a success and are interested in supporting the school in a way that best utilizes our resources [i.e. time, financially, partnership, etc.].

The NERDiT Foundation, believes that everyone should have the right to technology and to be afforded the opportunity to learn how technology can truly make an impact for us all. The Bryan Allen Stevenson School of Excellence is in need of technology, and our mission is to provide IT support and technology for the students.

We sincerely hope The Bryan Allen Stevenson School of Excellence application will be accepted.

Respectfully,

Markemis Gideon

CEO