

CONTRACT

**Relay Graduate School of Education Alternative Route To Teacher Certification
Program, RFP# DOE 2014-09**

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on August 1, 2017, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and Relay Graduate School of Education, hereafter referred to as Relay GSE.

WHEREAS, DDOE desires to obtain certain services to provide alternative-route to teacher certification programming; and

WHEREAS, RELAY GSE desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and RELAY GSE represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and RELAY GSE agree as follows:

1. Services.

1.1 RELAY GSE shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) RELAY GSE's response to the request for proposals, attached hereto as Appendix D. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by RELAY GSE shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify RELAY GSE, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by

RELAY GSE for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 RELAY GSE will not be required to make changes to its scope of work that result in RELAY GSE's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order from September 15, 2014 through August 1, 2017.

2.2 DDOE will pay RELAY GSE for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.

2.3 DDOE's obligation to pay RELAY GSE for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ 505,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by RELAY GSE and it shall be RELAY GSE's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to RELAY GSE.

2.4 RELAY GSE shall submit invoices based on the agreed upon payment schedule in Appendix B. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide RELAY GSE a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle RELAY GSE to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to RELAY GSE, 40 West 20th Street, 7th Floor, New York, New York 10011.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by RELAY GSE. If an Appendix specifically provides for expense reimbursement, RELAY GSE shall be reimbursed only for reasonable expenses incurred by RELAY GSE in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to RELAY GSE all damages, costs and expenses caused by RELAY GSE's negligence, resulting from or arising out of errors or omissions in RELAY GSE's work products, which have not been previously paid to RELAY GSE.

2.8 Invoices shall be submitted to the appropriate DDOE Program manager or responsible DDOE staff member. Invoices will reference the RFP number and/or contract title.

3. Responsibilities of RELAY GSE.

3.1 RELAY GSE shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by RELAY GSE, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, RELAY GSE shall follow practices consistent with generally accepted professional and technical standards. As applicable, RELAY GSE shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, RELAY GSE shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. RELAY GSE shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by RELAY GSE's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the RELAY GSE to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. RELAY GSE will not produce a work product that violates or infringes on any copyright or patent rights. RELAY GSE shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by RELAY GSE shall not in any way relieve RELAY GSE of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of RELAY GSE's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and RELAY GSE shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by RELAY GSE's performance or failure to perform under this Agreement.

3.4 RELAY GSE shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by RELAY GSE's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Manager: Liz McKenna
Title: Lead Planner
% of Project Involvement: 16.5%

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, RELAY GSE will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If RELAY GSE fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of RELAY GSE is unsuitable to DDOE for good cause, RELAY GSE shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 RELAY GSE shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies (only where applicable to this contract) for review prior to mailing such correspondence.

3.7 RELAY GSE agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 RELAY GSE has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 RELAY GSE will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that RELAY GSE fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix B.

5. State Responsibilities.

5.1 In connection with RELAY GSE's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with RELAY GSE in the performance of services under this Agreement and will be available for consultation with RELAY GSE at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by RELAY GSE under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform RELAY GSE by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to RELAY GSE. It is understood that DDOE's representatives' review comments do not relieve RELAY GSE from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by RELAY GSE as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

RELAY GSE shall return any original data provided by DDOE.

5.6 DDOE shall assist RELAY GSE in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 RELAY GSE will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use RELAY GSE's name, either express or implied, in any of its advertising or sales materials. RELAY GSE reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by RELAY GSE for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. RELAY GSE shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 RELAY GSE retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which RELAY GSE retains title, whether individually by RELAY GSE or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall RELAY GSE be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, RELAY GSE shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by RELAY GSE prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of RELAY GSE even if such Preexisting Information is embedded or otherwise incorporated into materials or

products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 RELAY GSE warrants that its services will be performed in a good and workmanlike manner. RELAY GSE agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by RELAY GSE for DDOE in connection with the provision of the Services, RELAY GSE shall pass through or assign to DDOE the rights RELAY GSE obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 RELAY GSE shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the RELAY GSE, its agents or employees, or (B) RELAY GSE's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) RELAY GSE shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) RELAY GSE shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies RELAY GSE in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, RELAY GSE will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. RELAY GSE will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by RELAY GSE; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by RELAY GSE; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by DDOE or any third party. If any Deliverable is, or in RELAY GSE's opinion is likely to be, held to be infringing, RELAY GSE shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and RELAY GSE's entire liability with respect to infringement.

9.3 DDOE agrees that RELAY GSE's total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or RELAY GSE negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to RELAY GSE.

9.4 In no event shall RELAY GSE be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if RELAY GSE has been advised of the likelihood of such damages.

10. Employees.

10.1 RELAY GSE has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by RELAY GSE in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the

other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of RELAY GSE who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, RELAY GSE shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. RELAY GSE shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 RELAY GSE acknowledges that RELAY GSE and any subcontractors, agents or employees employed by RELAY GSE shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 RELAY GSE shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, RELAY GSE has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1 DDOE may suspend performance by RELAY GSE under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to RELAY GSE at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay RELAY GSE its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. RELAY GSE shall not perform further work under this Agreement after the effective date of suspension. RELAY GSE shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by RELAY GSE for any cause other than the error or omission of the RELAY GSE, for an aggregate period in excess of 30 days, RELAY GSE shall be entitled to an equitable adjustment of the compensation payable to RELAY GSE under this Agreement to reimburse RELAY GSE for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

13. Termination.

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after RELAY GSE is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

13.3 If termination for default is effected by DDOE, DDOE will pay RELAY GSE that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to RELAY GSE at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of RELAY GSE's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event RELAY GSE shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of RELAY GSE assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of RELAY GSE to fulfill contractual obligations it is determined that RELAY GSE has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and RELAY GSE provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to RELAY GSE, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by RELAY GSE or any agent or representative of RELAY GSE to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against RELAY GSE it could pursue in the event of a breach of this Agreement by RELAY GSE.

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1 Any attempt by RELAY GSE to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by RELAY GSE, without prior written approval of DDOE.

15.3 Approval by DDOE of RELAY GSE's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve RELAY GSE of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 RELAY GSE shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by RELAY GSE, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the RELAY GSE's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

RELAY GSE and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and RELAY GSE with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 RELAY GSE may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, RELAY GSE shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. RELAY GSE shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 RELAY GSE covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RELAY GSE further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 RELAY GSE acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. RELAY GSE recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare RELAY GSE in breach of the Agreement, terminate the Agreement, and designate RELAY GSE as non-responsible.

20.6 RELAY GSE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 RELAY GSE shall maintain all public records, as defined by 29 Del. C. § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit RELAY GSE's performance and records pertaining to this Agreement at the RELAY GSE business office during normal business hours.

21. Insurance.

21.1 RELAY GSE shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, and
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. RELAY GSE shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, RELAY GSE hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. RELAY GSE consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: Relay Graduate School of Education
Attn: Liz McKenna
40 West 20th Street, 7th floor
New York, New York 11001
Phone No. (215) 514-0284
Fax No. (212) 228-1855

DDOE:

Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmt.
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Original on File

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Relay Graduate School of Education

Liz McKenna
Project Manager

Date

Original on File

Tim Saintsing
Chief Operating Officer

9/8/14
Date

Delaware Department of Education

Original on File

Karen Field Rogers
Associate Secretary, Financial Reform &
Resource Management

9/2/14
Date Initial Finance Director

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Chief Officer, Teacher & Leader
Effectiveness Unit

8/28/2014
Date Initial Work Group
Director

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Appendix A: Relay GSE Statement of Work

Relay Graduate School of Education Alternative-Route to Teacher Certification Program, RFP# DOE
2014-09

Program Narrative

Relay GSE, along with our partners in Delaware, will recruit an annual cohort of alternative route teaching candidates. Relay GSE will begin in summer 2015 with a cohort of approximately twenty-five to thirty-five candidates that will eventually grow to approximately forty-five to fifty-five candidates by year three of the program.

Candidates will select one of the following certification areas based on their qualifications and teaching placement.

Certification Areas
Early Childhood (B-2)
Elementary Teacher (K-5)
Middle Level English Language Arts Teacher (6-8)
Middle Level Mathematics Teacher (6-8)
Middle Level Social Studies Teacher (6-8)
Middle Level Science Teacher (6-8)
Secondary Science Teacher: Physics, Biology, Chemistry (9-12)
Secondary English Language Arts Teacher (9-12)
Secondary Mathematics Teacher (9-12)
Secondary Social Studies Teacher (9-12)
Exceptional Children Special Education Teacher (K-12)

Program Overview

All Relay GSE candidates are full-time teachers and part-time certification students. Relay GSE alternative-route candidates are typically in their first year of classroom teaching. Given the time constraints faced by many first year teachers, Relay GSE utilizes a hybrid learning model so that candidates can complete much of their coursework online independently and at their own convenience. In addition, Relay GSE's coursework is proficiency-based: students move as fast as they are able or as slow as they must through the program. Overall, 60% of instruction is conducted in-person, while 40% of Relay GSE's program is online.

Relay GSE's coursework is designed to be embedded in candidates' classrooms, context, and schools. Most Relay GSE assessments require candidates to upload a video of their teaching or submit a classroom artifact such as a lesson plan, student work, or student data tracker. This methodology ensures that Relay GSE coursework is aligned and relevant to what candidates are teaching in their classroom each day.

All candidates attend in-person classes three times each month during the school year with intensive sessions over the summer. Classes are offered two weeknights per month with one longer Saturday session monthly. Additionally, faculty observe candidates in their P-12 classrooms approximately four times throughout the course of a school year and review video from candidates classrooms approximately eight times throughout the year. In essence, candidates are observed by professors at

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least once per month through a combination of in-person and video observations.

Pre-service Training

During the summer prior to beginning their teaching assignment, candidates participate in pre-service training. Relay GSE pre-service training is designed to ensure that teachers are prepared to manage a classroom and deliver strong instruction beginning on the very first day of school.

Relay GSE pre-service training experiences include the following:

- High quality in-person instruction delivered by the Relay GSE Dean and rigorous online sessions focused on the following key topics: classroom systems, procedures and behavior management techniques required for a highly effective classroom; students' developmental levels and child development theory; how to create a classroom that conveys both warmth and high academic expectations; the basics of lesson planning; and building a culturally responsive curriculum
- Opportunities to observe highly effective teachers through video review
- Authentic assessment through mock lessons and the creation of instructional artifacts including lesson plans and behavior management plans.
- Frequent feedback and coaching from the Relay GSE Dean and faculty.

Job-embedded Training and Development

As candidates begin the fall in their own classrooms, Relay GSE's coursework focuses on applied classroom management, planning and implementing parts of the lesson, and setting student academic goals. For example, candidates take a module entitled "CC-112: Classroom Management" within the Classroom Culture element. Now that teachers are in the classroom on a daily basis, this module is a time to check-in, gain more practice with management techniques, explore new resources, and problem-solve so that teachers are ready to solve real management issues they may be facing. The goal is to ensure that teachers are receiving 100% compliance during lessons. The assessment in this module is an in-person observation from a Relay GSE professor.

This module is an example of where Relay GSE and placement schools can collaborate to ensure that the candidate experience is aligned and relevant. Relay GSE observations can create a fuller picture of candidate performance for administrators. For example, Relay GSE's rubric for CC-112: Classroom Management speaks to elements within Component 2: Classroom Environment in the DPAS II evaluation system. Relay GSE's observation rubric corresponds to Criterion 2b: Managing Student Behavior on the DPAS II. Relay GSE's professors observe teacher instructions, behavioral narration, and responses to student misbehavior which contribute to an overall picture of effective classroom management. Relay GSE intentionally does not adopt a particular state or school rubric in order to allow Relay GSE professors to provide relevant feedback to administrators rooted in that particular school or district's evaluation system.

In the spring, Relay GSE coursework is focused on tracking progress towards student achievement goals and using data to drive instruction. This focus ensures that when candidates exit Relay GSE's program, they are well on their way to making significant student achievement gains. For example, in the spring students take a module in the Teaching Cycle element entitled "Using Data to Drive Instruction." In this module candidates learn how to analyze and respond to data. This session equips teachers to make decisions about re-teaching, reviewing and grouping and asks teachers to create a full data-driven action plan. Relay GSE is committed to training that is embedded in candidates' school context. In Delaware,

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candidates may review student results from the Delaware Comprehensive Assessment System, the Smarter Balanced Assessment, and school-based interim assessments to develop their data-driven instructional plans.

Recruitment, Selection, Placement

As a new entity in Delaware, Relay GSE will rely on established districts, schools, networks, and partnerships to ensure a strong launch in the State. Relay GSE has been in close communication with the Delaware Department of Education, Colonial School District and Wilmington-based charter schools to evaluate program demand and explore opportunities for partnership.

After the first year of the program, Relay GSE plans to open its enrollment to candidates throughout the state. Relay GSE will employ two main strategies to recruit students for the program. First, Relay GSE will continue to develop and deepen relationships with charter schools and districts in Delaware. Relay GSE has already begun to build these relationships as evidenced by the letters of support for Relay GSE programming included in this proposal. These charter and district leaders will encourage their new teachers and new hires to enroll in Relay GSE's certificate program. Once school leaders have recommended Relay GSE to their staff, Relay GSE's second recruitment strategy will be put into action. Relay GSE's second recruitment strategy is to host professional development workshops for prospective students. These professional development workshops and information sessions provide an opportunity for Relay GSE to present its content and training methods to students interested in attending Relay GSE. Relay GSE's experience recruiting students in New York, New Jersey and Louisiana has demonstrated that the opportunity for prospective candidates to have hands-on experiences with the Relay GSE training program is one of the most effective ways to recruit students. In these sessions, Relay GSE's Dean will present a training session that students will experience should they enroll in the program. For example, the Dean might present a session about how to implement the teaching strategy "Cold Call." Prospective students walk away from the workshop not only with information about Relay GSE, but with a strategy that they can implement in their classroom the next day.

From the pool of applicants created with the help of Relay GSE's partners, Relay GSE will admit applicants that meet the criteria specified in Delaware Code for Alternative Routes For Teacher Licensure and Certification.

Relay GSE and LEAs: Partners in Teacher Development

Relay GSE will initially limit its candidate pool to organizations where Relay GSE is able to work with the LEA to align professional development experiences and observation and feedback to the greatest extent possible. The four charter partners outlined above are in the process of implementing an alternate evaluation system, the Teaching Excellence Framework, which is largely based on Paul Bambrick-Santoyo's book *Leverage Leadership: A Practical Guide to Building Exceptional Schools*. Paul Bambrick-Santoyo is an adjunct instructor at Relay GSE and much of Relay GSE's training is rooted in Professor Bambrick-Santoyo's work. During the planning year, Relay GSE will work with its charter and district partners to align, to the greatest extent possible, professional development calendars for new teachers so that new teacher professional development is coherent between Relay GSE and the LEA. Additionally, Relay GSE will work with each LEA to determine the extent of collaboration between school administrators and the Relay GSE Delaware Dean regarding teacher observations. Some LEAs have already expressed an interest in performing co-observations with the Relay GSE Dean and in receiving copies of the Relay GSE-developed feedback forms to ensure continuity for teachers.

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Organizational Expertise

Relay GSE's Administrative Leadership Team all have expertise in their respective fields, and all have a proven track record of success and the ability to problem solve. Relay GSE's Provost and Deans all have significant accomplishments and expertise in P-12 education. Relay GSE's administrative leadership team is comprised of professionals from across a variety of sectors including finance, non-profit administration, and P-12 school administration. These leaders all share a common commitment to improving educational outcomes for students in high need, urban schools. The leaders of Relay GSE's Teaching and Learning department all have deep experience working in high need P-12 schools and have an impressive track record of both driving student achievement and developing early career teachers.

The Delaware Dean began her career as middle school math teacher with Teach For America in North Carolina. She has subsequently held teaching, coaching, and leadership positions with Uncommon Schools, Teach For America, and KIPP Philadelphia. The Dean was the founding Director of Curriculum and Instruction at Prestige Academy in Wilmington, Delaware and most recently served as Director of Curriculum and Instruction at KIPP Philadelphia Schools. The Dean's experience as a teacher, teacher coach, and network-level administrator when coupled with her commitment to the students and teachers of Delaware make her uniquely qualified to drive the instructional vision of Relay GSE in Delaware.

The Dean will be supported in the planning year by a Lead Planner, the designated project manager for Relay GSE's expansion to Delaware. The Lead Planner will be responsible for all start-up operations including securing necessary regulatory approvals, building key relationships in the State, raising the capital needed to launch Relay GSE Delaware, recruiting and enrolling students, supporting the Dean to hire additional instructional talent, and finding a home base for Relay GSE Delaware operations. The Lead Planner has worked in project management and operations for the past five years in both southern New Jersey and Philadelphia. The Lead Planner's experience starting new programs and working at start-up organizations makes her particularly suited to her role. The Lead Planner, , began her career as a Teach For America corps member and shares a deep commitment to educational equity and the work of preparing excellent teachers to serve all students.

The following text in this Appendix outlines the Services that Relay GSE will perform for DDOE pursuant to the Agreement. DDOE acknowledges that, as a graduate school of education in the business of preparing high-performing educators for public schools, Relay GSE develops various academic programs that rely heavily on instructional and curricular materials. Consequently, DDOE agrees and affirms that Relay GSE's program design and all curricular and instructional materials provided by Relay GSE in the service of this Agreement shall be considered Relay GSE's Preexisting Information and shall be subject to the terms of Section 6.4 of this Agreement.

A. Phase 1: Establish the Program – Year 1 (September 15, 2014 – November 30, 2014)

- I. **Personnel:** Relay GSE will identify and/or hire key talent to lead the Delaware alternative-route to teacher certification program.
- II. **Partnerships:** Relay GSE will meet with a variety of Delaware LEAs to discuss and encourage enrollment in the program. Relay will subsequently develop partnerships with 3 to 4 LEAs and non-profit organizations that will commit to enrolling participants in Relay GSE's alternative-route to teacher certification programming.

Documentation of deliverables in this phase include the following:

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1. Biographical information and resumes for the Relay GSE Delaware Dean and the Relay GSE Lead Planner and/or Director of Operations.
2. MOUs between Relay GSE and between 3 and 4 LEAs and/or non-profit organizations detailing the plan for partnership and target candidate enrollment numbers from each organization for alternative certification. Note: MOUs will be an annual deliverable to include new and existing partners.
3. A document summarizing the instructional approach for the program.

B. Phase 2: Program Planning – Year 1 (December 1, 2014 – April 30, 2015)

- I. **Program Development:** Relay GSE will plan and implement an alternative-route to teacher certification program, ensuring that its existing curriculum adequately addresses Delaware regulations, local district and charter needs, and contextual factors in the state.
- II. **Candidate Recruitment:** Relay GSE will recruit students from existing partner organizations identified in part A, section 2 above. Relay GSE may also recruit students from additional organizations.
- III. **Personnel:** Relay GSE will recruit and hire adjunct faculty to teach content courses.
- IV. **Operations:** Relay GSE will identify and secure facilities to host classes as well as a local base of operations for Relay GSE Delaware.

Documentation of deliverables in this phase include the following:

1. A recruitment plan.
2. A list of applicants or projections of applicants, including employing LEA, non-profit partner affiliation, certification area subject/grade-level.
3. Biographical information and resumes for Relay GSE Delaware Adjunct Instructors.
4. Notification of office and classroom space.
5. Preliminary/projected list of candidate profiles, including projections by LEA/hiring authority and certification subject/grade level.
6. 1-2 meetings with DDOE personnel to discuss program planning.
7. Partnership MOUs.

C. Phase 3: Program Launch – Year 2 (May 1, 2015 – April 30, 2016)

- I. **Candidate Enrollment:** Relay GSE will enroll between twenty-five and thirty-five alternative-route to teacher certification candidates.
- II. **Program Execution:** Relay GSE will launch and run its certification program.

Documentation of deliverables in this phase include the following:

1. A memo to DDOE including the number of enrolled candidates and the profile of enrolled candidates. The candidate profile will include the following information:
 - a. Employing LEA, non-profit partner affiliation
 - b. Certification area subject/grade-level
2. A program calendar that includes class dates and observation windows.
3. Provision of relevant reports and data aligned to the metrics, standards and benchmarks detailed in educator preparation program requirements as stated in Delaware regulation 290, including but not limited to collaborating with the DDOE to provide data on incoming and graduating cohorts, including program completion; placement in Delaware; performance including candidate performance on Delaware state-approved teacher

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evaluation systems; and retention including but not limited to retention as an educator each year.

4. 1-2 meetings with DDOE personnel to discuss program launch and evaluation.
5. Partnership MOUs.

D. Phase 4: Operate the Program – Year 3 (May 1, 2016 – April 30, 2017)

- I. **Candidate Enrollment:** Relay GSE will enroll between thirty-five and forty-five alternative-route to teacher certification candidates.
- II. **Program Execution:** Relay GSE will continue to run its alternative-route to teacher certification program with any adjustments after an analysis of year 1 program operations.

Documentation of deliverables in this phase include the following:

1. A memo to DDOE including the number of enrolled candidates and the profile of enrolled candidates to include:
 - a. Employing LEA, TFA affiliation
 - b. Certification subject/grade-level
2. A program calendar that includes class dates and observation windows.
3. A preliminary report on participant impact on student achievement based on data made available by DDOE.
4. Provision of relevant reports and data aligned to the metrics, standards and benchmarks detailed in educator preparation program requirements as stated in Delaware regulation 290, including but not limited to collaborating with the DDOE to provide data on incoming and graduating cohorts, including program completion; placement in Delaware; performance including candidate performance on Delaware state-approved teacher evaluation systems; and retention including but not limited to retention as an educator each year.
5. 1-2 meetings with DDOE personnel to discuss program operations and evaluation.
6. Partnership MOUs.

E. Phase 5: Evaluate the Program – Years 2 and 3 (October 1, 2015 – August 1, 2017)¹

- I. **Program Evaluation:** Relay GSE will evaluate its first two years of program operations against the following benchmarks.
 - a. **Matriculation rates:** Relay GSE aims for 75% of its first cohort of students to complete the program and 80% of its second cohort of students to complete the program.
 - b. **Student Satisfaction:** Relay GSE aims for 75% of its first cohort of students to report that they are satisfied with their Relay GSE experience and 80% of its second cohort of students to report that they are satisfied with their Relay GSE experience.
 - c. **LEA/Partner Satisfaction:** Relay GSE expects all partners to report that they are satisfied with the quality of Relay GSE candidates, the Relay GSE program, and the relationship with Relay GSE in the first year of program operations. Relay GSE expects all partners to report that they are satisfied with the quality of Relay GSE candidates, the Relay GSE program, and the relationship with Relay GSE in the

¹ While the contract is scheduled to conclude on June 30, 2017, Relay GSE will need time to analyze student and partner survey data collected in June, 2017. This information will be provided to DDOE by August 1, 2017.

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second year of the program.

Documentation of deliverables in this phase include the following:

1. A report to DDOE at the conclusion of the first year with data on Relay GSE's measures of success.
2. A report to DDOE at the conclusion of the second year with data on Relay GSE's measures of success.

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Appendix B: Relay GSE Payment Schedule and Deliverables

Relay Graduate School of Education Alternative-Route to Teacher Certification Program, RFP# DOE
2014-09

Total payment for this agreement will not exceed the amount \$505,000 for the term of September 15, 2014-August 1, 2017.

Payment by DDOE

DDOE agrees to compensate Relay GSE a maximum of \$505,000 for the services and related expenses described in this Agreement.

Relay GSE will invoice DDOE according to the following estimated payment schedule:

1. *On November 30, 2014:* Total payment of \$237,500 for "Phase 1: Lay the Groundwork." This payment encompasses the following deliverables described in Appendix A and included again below.

Documentation of deliverables in this phase include the following:

- Biographical information and resumes for the Relay GSE Delaware Dean and the Relay GSE Lead Planner and/or Director of Operations.
- MOUs between Relay GSE and between 2 and 5 LEAs and/or non-profit organizations detailing the plan for partnership and target candidate enrollment numbers from each organization for alternative certification and/or MAT programming.

2. *On April 30, 2015:* Total payment of \$237,500 for "Phase 2: Program Planning." This payment encompasses the following deliverables described in Appendix A and included again below.

Documentation of deliverables in this phase include the following:

- A document summarizing the instructional approach for the program.
- A recruitment plan (PPT or memo to the DDOE).
- Biographical information and resumes for Relay GSE Delaware Adjunct Instructors.
- Notification of office and classroom space (via email to the DDOE).

3. *On April 30, 2016:* Total payment of \$15,000 for "Phase 3: Program Launch" and one deliverable related to "Phase 5: Evaluate the Program." This payment encompasses the following deliverables described in Appendix A and included again below.

Documentation of deliverables in this phase include the following:

- A memo to DDOE including the number of enrolled candidates and the profile of enrolled candidates. The candidate profile will include the following information:
 - Employing LEA, Teach For America affiliation
 - Certification area subject/grade-level
- A program calendar that includes class dates and observation windows.
- A report to DDOE at the conclusion of the first year with data on Relay GSE's measures of success.¹

¹ While payment is scheduled for April 30, 2016, Relay GSE will need time to analyze student and partner survey

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4. On April 30, 2017: Total payment of \$15,000 for "Phase 4: Operate the Program" and "Phase 5: Evaluate the Program."

Documentation of deliverables in this phase include the following:

- A memo to DDOE including the number of enrolled candidates and the profile of enrolled candidates to include:
 - Employing LEA, TFA affiliation
 - Certification subject/grade-level
- A program calendar that includes class dates and observation windows.
- A report to DDOE at the conclusion of the second year with data on Relay GSE's measures of success.²

Table 1: Estimated Payment Schedule

Phase	Invoice Date	Payment Due
Phase 1: Lay the Groundwork	November 30, 2014	\$237,500
Phase 2: Program Planning	April 30, 2015	\$237,500
Phase 3: Program Launch + Phase 5: Evaluate the Program	April 30, 2016	\$15,000
Phase 4: Operate the Program + Phase 5: Evaluate the Program	April 30, 2017	\$15,000

collected in June, 2016. This information will be provided to DDOE by August 1, 2016.

² While the contract is scheduled to conclude on June 30, 2017, Relay GSE will need time to analyze student and partner survey data collected in June, 2017. This information will be provided to DDOE by August 1, 2017.