

Delaware Department of Education Contract

RFP#2016-10

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

WHEREAS, DDOE desires to obtain certain services to recruit, select and develop aspiring school leaders to lead dramatic improvements in student learning in Delaware schools; and

WHEREAS, Supporting School Success desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and Supporting School Success 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 Supporting School Success agree as follows:

1. Services.

1.1 Supporting School Success 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) Supporting School Success'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 Supporting School Success 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 Supporting School Success, 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 Supporting School Success for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established

within this Agreement.

1.4 Supporting School Success will not be required to make changes to its scope of work that result in Supporting School Success'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 through May 1, 2017.

2.2 DDOE will pay Supporting School Success 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 Supporting School Success for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$50,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Supporting School Success and it shall be Supporting School Success'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 \$50,000.

2.4 Supporting School Success shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. 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 Supporting School Success 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 Supporting School Success 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 Supporting School Success, Sandy Smith.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Supporting School Success. If an Appendix specifically provides for expense reimbursement, Supporting School Success shall be reimbursed only for reasonable expenses incurred by Supporting School Success 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 Supporting School Success all damages, costs and expenses caused by Supporting School Success's negligence, resulting from or arising out of errors or omissions in Supporting School Success's work products, which have not been previously paid to Supporting School Success.

2.8 Invoices shall be submitted to: Shannon Holston and Michelle Kriss

3. Responsibilities of Supporting School Success.

3.1 Supporting School Success shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Supporting School Success, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Supporting School Success shall follow practices consistent with generally accepted professional and technical standards. Supporting School Success 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, Supporting School Success shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Supporting School Success shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Supporting School Success's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Supporting School Success 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. Supporting School Success will not produce a work product that violates or infringes on any copyright or patent rights. Supporting School Success 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 Supporting School Success shall not in any way relieve Supporting

School Success of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of Supporting School Success'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 Supporting School Success shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Supporting School Success's performance or failure to perform under this Agreement.

3.4 Supporting School Success 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 Supporting School Success's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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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, Supporting School Success 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 Supporting School Success 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 Supporting School Success is unsuitable to DDOE for good cause, Supporting School Success shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 Supporting School Success shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 Supporting School Success 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 Supporting School Success 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 Supporting School Success 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 Supporting School Success 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 Supporting School Success'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 Supporting School Success in the performance of services under this Agreement and will be available for consultation with Supporting School Success at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Supporting School Success 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 Supporting School Success 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 Supporting School Success. It is understood that DDOE's representatives' review comments do not relieve Supporting School Success 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 Supporting School Success 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.

Supporting School Success shall return any original data provided by DDOE.

5.6 DDOE shall assist Supporting School Success 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 Supporting School Success 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 Supporting School Success's name, either express or implied, in any of its advertising or sales materials. Supporting School Success 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 Supporting School Success 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. Supporting School Success 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 Supporting School Success 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 Supporting School Success retains title, whether individually by Supporting School Success 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 Supporting School Success 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, Supporting School Success 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 Supporting School Success prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of Supporting School Success 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 Supporting School Success warrants that its services will be performed in a good and workmanlike manner. Supporting School Success 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 Supporting School Success for DDOE in connection with the provision of the Services, Supporting School Success shall pass through or assign to DDOE the rights Supporting School Success 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 Supporting School Success 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 Supporting School Success, its agents or employees, or (B) Supporting School Success'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) Supporting School Success shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) Supporting School Success 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 Supporting School Success in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, Supporting School Success will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. Supporting School Success 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 Supporting School Success; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by Supporting School Success; (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 Client or any third party. If any Deliverable is, or in Supporting School Success's opinion is likely to be, held to be infringing, Supporting School Success 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 Supporting School Success's entire liability with respect to infringement.

9.3 DDOE agrees that Supporting School Success'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 Supporting School Success negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Supporting School Success.

In no event shall Supporting School Success 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 Supporting School Success has been advised of the likelihood of such damages.

10. Employees.

10.1 Supporting School Success has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Supporting School Success 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 Supporting School Success 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, Supporting School Success 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. Supporting School Success 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 Supporting School Success acknowledges that Supporting School Success and any subcontractors, agents or employees employed by Supporting School Success 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 Supporting School Success shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, Supporting School Success 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 Supporting School Success under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to Supporting School Success at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay Supporting School Success its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Supporting School Success shall not perform further work under this Agreement after the effective date of suspension. Supporting School Success 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 Supporting School Success for any cause other than the error or omission of the Supporting School Success, for an aggregate period in excess of 30 days, Supporting School Success shall be entitled to an equitable adjustment of the compensation payable to Supporting School Success under this Agreement to reimburse Supporting School Success 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 Supporting School Success 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 Supporting School Success 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 Supporting School Success at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of Supporting School Success'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 Supporting School Success shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of Supporting School Success assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of Supporting School Success to fulfill contractual obligations it is determined that Supporting School Success 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 Supporting School Success 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 Supporting School Success, 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 Supporting School Success or any agent or representative of Supporting School Success 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 Supporting School Success it could pursue in the event of a breach of this Agreement by Supporting School Success.

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 Supporting School Success 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 Supporting School Success, without prior written approval of DDOE.

15.3 Approval by DDOE of Supporting School Success's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve Supporting School Success 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 Supporting School Success shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by Supporting School Success, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of Supporting School Success'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.

Supporting School Success 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 Supporting School Success 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 Supporting School Success 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, Supporting School Success shall comply

with all applicable federal, state and local laws, ordinances, codes and regulations. Supporting School Success 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 Supporting School Success 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. Supporting School Success 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 Supporting School Success acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. Supporting School Success 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 Supporting School Success in breach of the Agreement, terminate the Agreement, and designate Supporting School Success as non-responsible.

20.6 Supporting School Success 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 Supporting School Success 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 Supporting School Success's performance and records pertaining to this Agreement at the Supporting School Success business office during normal business hours.

21. Insurance.

21.1 Supporting School Success 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. Supporting School Success 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, Supporting School Success 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. Surviving Clauses

The following clauses survive the termination of this Contract: Section 9.

24. 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. Supporting School Success consents to jurisdiction venue in the State of Delaware.

25. 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: Supporting School Success, Fostering Leadership
Excellence
Flex Program Director
1101 Smyrna-Leipsic Road
Smyrna, DE 19977
302-228-2605
flexleads@gmail.com

DDOE: David Blowman
Associate Secretary, Financial Management and Operations
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:

Shannon Holston

Next Page for Signatures.

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

Supporting School Success
Signature on File

[Signature]
(Official of Vendor)
Project Manager

5/23/2016
Date

(Official of Vendor)
Principal Investigator

Date

[Signature]
Delaware Department of Education
Signature on File

David Blowman (or Designee)
Associate Secretary,
Financial Management and Operations

[Signature] [Signature]
Date Initial Finance Director

[Signature]
Branch Associate Secretary
Signature on File

5/4/16 [Signature]
Date Initial Work Group Director

Appendix A: Scope of Work

- A. Summary – The Fostering Leadership Excellence (FLEX) program is an alternative route to Assistant Principal/Principal certification in the State of Delaware. The program was developed by the organization Supporting School Success and was approved by the State of Delaware in October 2015. The Flex Program will aim to launch their first cohort with five to eight members.
- a. The annual number of aspiring leaders will be determined by Supporting School Success, in partnership with the Delaware Department of Education (DDOE). The cohort must include at least four members. Incoming aspiring leaders should meet the requirements to obtain an assistant principal/principal certification, or be eligible to do so by the end of the program (ex: years of teaching experience).
- B. Program Overview
- a. Candidate Requirements, Recruitment and Selection
 - i. Requirements for the FLEX program include:
 1. Master’s degree with minimum GPA of 3.0 on a 4.0 scale;
 2. Minimum five years teaching experience with demonstrated effectiveness per formative and summative teacher evaluation ratings or the ability to demonstrate this level of performance by the end of the program;
 3. Evidence of leadership experience in past and current educator roles; and
 4. Ratings of effective or highly effective on the two most recent DPAS II evaluations;
 5. Willingness to devote time and every to participate in and complete a rigorous 900-hour certification program.
 - ii. Recruitment strategies will include the following:
 1. Working with districts to build leadership pipelines of aspiring leaders
 2. Regional information sessions
 3. Advertisements in broader networks
 4. Prioritize the recruitment of a diverse pool
 5. Use of social media
 - iii. The selection process will be a multi-step process that includes the following steps:
 1. Paper screen
 2. Interview
 3. All elements of the rigorous selection process will be scored using a rubric and cut scores are used to determine the top applicants in the pool
 - b. Competency Framework
 - i. FLEX will use their competency framework as foundation of their program. All program components, including coursework, action research projects,

internship or residency field experiences, seminar participation, and training and practice in educator evaluation will be included in program design to ensure participants receive the exposure, skills and knowledge needed to meet program competencies.

- ii. FLEX competencies are aligned with Delaware School Leader Standards.
- iii. Trainers and mentors will record progress on competency development and check in on a quarterly basis to maintain focus on progress toward successful program completion. In order to successfully complete the program and receive recommendation for certification, participants must document sufficient evidence of attainment of all FLEX competencies.

c. Program Core Components

- i. The FLEX program was created by the retired successful practitioners, based on research and in consultation with experts in school leader preparation. The FLEX program names several priorities for its successful program -

c.

1	a hands-on, authentic professional learning and internship experience for each aspiring administrator (with
2	a support system for each candidate with mentoring and feedback from experienced administrators
3	a training program for the mentors to better support the candidates
4	a local program that will reduce costs and travel time for the aspiring administrators
5	an opportunity to “grow our own” learning leaders who have the knowledge, skills, and abilities to carry out the challenging work of
6	a focus on the needs of the diverse student and community populations in Sussex and Kent counties

- ii. Flex Modules will include face to face and online modules –

Cluster 1:	Mission, Vision, and Core Values; Ethics and Professional Norms; Equity and Cultural Responsiveness
Cluster 2:	Curriculum, Instruction, and Assessment; Community of Care and Support for Students
Cluster 3:	Professional Capacity of School Personnel; Professional Community for Teachers and Staff; Meaningful Engagement of Families and Community; Operations and Management
Cluster 4:	School Improvement

1. Two Summer Institutes
2. Internship (600 hours)
3. DPAS II Training, Credentialing and Calibration
4. On-Going Professional Development/Coaching
5. Coaching

6. Use of Schoology to document evidence of competencies as well as share work products, engage in discussions, etc.

a. Candidate Assessment and Evaluation

- i. The FLEX Competency framework serves as a summative assessment of participant readiness to be an effective school leader and documents completion of program requirements. The candidate's evaluation will be based on the assignments throughout the program, and on their willingness to participate in group discussions, presentations, and peer reviews. During the module activities and internship, the candidates will be evaluated on their ability to prioritize, reflect, and adjust to maintain a focus on the best interests of students.
- ii. FLEX candidates will demonstrate their competency through a summative evaluation using the competency framework.

D. Measures of Success – FLEX will measure its success according to the Department of Education's preparation program scorecard and the program metrics that were developed and approved for accountability under Regulation 1595.

	Metrics	Target
Recruitment & Selection	Candidate Teacher Performance (DPAS)	75%
	Number of Applicants/Number Accepted in each Cohort	10
	Percentage of Program Completion	85%
	Percentage of Minority Program Completion	30%
Candidate Performance	Percentage of competencies with effective or highly effective rating at the end of the program	95%
Placement in School Leader Position (Delaware)	Percentage of students placed in Yr. 1	30%
	Percentage of students placed in Yr. 2	50%
	Percentage of students placed in Yr. 3	70%
	Percentage placed in rural schools	TBD
	Percentage placed in suburban schools	TBD
	Percentage placed in urban schools	TBD
	Percentage placed in high needs schools	35%
Retention	Retention in the FLEX Program	85%
	Retention in 1 st school placement	85%

Graduate Performance	Graduate satisfaction rating of program preparation	TBD
	School District's satisfaction with FLEX candidates	TBD
	% of school leaders earning evaluation ratings of at least "effective" in years 1, 2, 3 of those placed.	TBD

Appendix B: Payments and Deliverable Schedule

Total payment for this Agreement with Supporting School Success, FLEX Program will not exceed the amount of **\$50,000** for the term of the execution of the purchase order to May 1, 2017.

Payment Schedule: Payments will be made quarterly based on the receipt of the documents and/or metrics below.

Payment #1: \$30,000

By June 1, 2016, Flex will provide the DDOE with the following deliverables:

1. Recruitment summary for Cohort 1
2. Selection Model for Cohort 1
3. Summary/Profile for Cohort 1 selected members
4. Scope of Sequence of training for 2016

Payment #2: \$10,000

By November 1, 2016, FLEX will provide the DDOE with the following deliverables:

- 1.) Summary program progress to date
- 2.) Cohort 1 internship placement spreadsheet
- 3.) List of participants and assigned principal mentors and/or principal consultants

Payment #3: \$10,000

By March 30, 2017, FLEX will provide the DDOE with the following deliverables:

- 1.) Mid-Year evaluations for Cohort 1 participants
- 2.) Summary of program process to date
- 3.) List of summer administrative/intern placements for Cohort 1
- 4.) Recruitment Summary for Cohort 2 (If applicable)

Delaware Department of Education Contract

RFP#2016-10

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on May 1, 2017, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and Teach for America, hereafter referred to as VENDOR.

WHEREAS, DDOE desires to obtain certain services to recruit, select and develop aspiring school leaders to lead dramatic improvements in student learning in Delaware schools; and

WHEREAS, Teach for America desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and Teach for America 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 Teach for America agree as follows:

1. Services.

1.1 Teach for America 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) Teach for America'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 Teach for America 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 Teach for America, 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 Teach for America for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 Teach for America will not be required to make changes to its scope of work that result in Teach for America'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 through May 1, 2017.

2.2 DDOE will pay Teach for America 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 Teach for America for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$125,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Teach for America and it shall be Teach for America'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 \$125,000.

2.4 Teach for America shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. 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 Teach for America 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 Teach for America 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 Teach for America, Laurisa Schutt and Cedric Steenberghs.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Teach for America. If an Appendix specifically provides for expense reimbursement, Teach for America shall be reimbursed only for reasonable expenses incurred by Teach for America 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 Teach for America all damages, costs and expenses caused by Teach for America's negligence, resulting from or arising out of errors or omissions in Teach for America's work products, which have not been previously paid to Teach for America.

2.8 Invoices shall be submitted to: Shannon Holston and Michelle Kriss

3. Responsibilities of Teach for America.

3.1 Teach for America shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Teach for America, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Teach for America shall follow practices consistent with generally accepted professional and technical standards. Teach for America 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, Teach for America shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Teach for America shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Teach for America's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Teach for America 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. Teach for America will not produce a work product that violates or infringes on any copyright or patent rights. Teach for America 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 Teach for America shall not in any way relieve Teach for America of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of Teach for America'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 Teach for America shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused

by Teach for America's performance or failure to perform under this Agreement.

3.4 Teach for America 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 Teach for America's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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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, Teach for America 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 Teach for America 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 Teach for America is unsuitable to DDOE for good cause, Teach for America shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 Teach for America shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 Teach for America 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 Teach for America 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 Teach for America 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 Teach for America 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 Teach for America'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 Teach for America in the performance of services under this Agreement and will be available for consultation with Teach for America at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Teach for America 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 Teach for America 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 Teach for America. It is understood that DDOE's representatives' review comments do not relieve Teach for America 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 Teach for America 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.

Teach for America shall return any original data provided by DDOE.

5.6 DDOE shall assist Teach for America 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 Teach for America 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 Teach for America's name, either express or implied, in any of its advertising or sales materials. Teach for America 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 Teach for America 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. Teach for America 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 Teach for America 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 Teach for America retains title, whether individually by Teach for America 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 Teach for America 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, Teach for America 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 Teach for America prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of Teach for America 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 Teach for America warrants that its services will be performed in a good and workmanlike manner. Teach for America 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 Teach for America for DDOE in connection with the provision of the Services, Teach for America shall pass through or assign to DDOE the rights Teach for America 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 Teach for America 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 Teach for America, its agents or employees, or (B) Teach for America’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) Teach for America shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) Teach for America 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 Teach for America in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, Teach for America will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. Teach for America 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 Teach for America; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by Teach for America; (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 Client or any third party. If any Deliverable is, or in Teach for America's opinion is likely to be, held to be infringing, Teach for America 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 Teach for America's entire liability with respect to infringement.

9.3 DDOE agrees that Teach for America'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 Teach for America negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Teach for America.

In no event shall Teach for America 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 Teach for America has been advised of the likelihood of such damages.

10. Employees.

10.1 Teach for America has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Teach for America 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 Teach for America 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, Teach for America 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. Teach for America 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 Teach for America acknowledges that Teach for America and any subcontractors, agents or employees employed by Teach for America 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 Teach for America shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, Teach for America 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 Teach for America under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to Teach for America at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay Teach for America its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Teach for America shall not perform further work under this Agreement

after the effective date of suspension. Teach for America 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 Teach for America for any cause other than the error or omission of the Teach for America, for an aggregate period in excess of 30 days, Teach for America shall be entitled to an equitable adjustment of the compensation payable to Teach for America under this Agreement to reimburse Teach for America 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 Teach for America 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 Teach for America 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 Teach for America at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of Teach for America'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 Teach for America shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of Teach for America assigned to the

performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of Teach for America to fulfill contractual obligations it is determined that Teach for America 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 Teach for America 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 Teach for America, 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 Teach for America or any agent or representative of Teach for America 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 Teach for America it could pursue in the event of a breach of this Agreement by Teach for America.

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 Teach for America 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 Teach for America, without prior written approval of DDOE.

15.3 Approval by DDOE of Teach for America's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve Teach for America 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 Teach for America shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by Teach for America, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of Teach for America'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.

Teach for America 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 Teach for America 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 Teach for America 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, Teach for America shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Teach for America 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 Teach for America 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. Teach for America 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 Teach for America acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. Teach for America 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 Teach for America in breach of the Agreement, terminate the Agreement, and designate Teach for America as non-responsible.

20.6 Teach for America 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 Teach for America 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 Teach for America's performance and records pertaining to this Agreement at the Teach for America business office during normal business hours.

21. Insurance.

21.1 Teach for America 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. Teach for America 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, Teach for America 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. Surviving Clauses

The following clauses survive the termination of this Contract: Section 9.

24. 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. Teach for America consents to jurisdiction venue in the State of Delaware.

25. 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: Teach for America, Lead for Delaware

Laurisa Schutt
Executive Director, Teacher for America - Delaware
1313 North Market Street
Wilmington
DE
19801

DDOE:

(302) 294-0349
David Blowman
Associate Secretary, Financial Management and Operations
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:

A handwritten signature in black ink, appearing to be 'Sto', written over a horizontal line.

Next Page for Signatures.

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

Teach for America
Signature on File

(Official of Vendor)
Project Manager

5-2-16

Date
Signature on File

(Official of Vendor)
Principal Investigator

5-11-16

Date

Delaware Department of Education
Signature on File

David Blowman (or Designee)
Associate Secretary,
Financial Management and Operations

4/26/14 P
Date Signature on File Initial Finance Director

Branch Associate Secretary

4/19/2016
Date Signature on File Initial Work Group Director

Appendix A: Scope of Work

- A. **Summary:** Lead for Delaware (LFD), led by Teach for America in collaboration with partner organizations and Delaware public schools, will recruit, develop and retain 25 diverse school leaders in the next 5 years. Lead for Delaware will ensure their candidates exhibit competencies of effective school leaders, whereby completers will earn assistant principal/principal certification in the state of Delaware. LFD alumni will exhibit bold, effective leadership that results in immediate, demonstrated improvements in school culture, teaching and learning. Lead for Delaware will establish a second cohort of at least four and a maximum of ten aspiring leaders from June 2016 to June 2018.
- a. The annual number of aspiring leaders will be determined by Lead for Delaware, in partnership with the Delaware Department of Education (DDOE). The cohort must include at least four members. Incoming aspiring leaders should meet the requirements to obtain an assistant principal/principal certification, or be eligible to do so by the end of the program (ex: years of teaching experience).
 - b. The ability for Lead for Delaware to achieve at scale is contingent upon meeting the following criteria: Securing agreements or contracts with district and school leaders, securing placement opportunities for teachers that may be coming to Delaware to be a part of Lead for Delaware is the responsibility of the program. It is the vendor's responsibility in building a diversified and sustainable funding base and in generating a sufficient supply of high-quality leaders for high-need schools in Delaware.
- B. **Program Overview:** LFD is a 24 month program grounded in the state standards-aligned School Leader Competency Framework. Below is a summary of each step in the process.
- a. **Candidate Recruitment and Selection**
 - i. LFD's theory of action is grounded in the belief that exceptional teachers, who demonstrated effective leadership in that role, have the highest potential of all principal candidates to become excellent school leaders.
 - ii. TFA will utilize its national network in its recruiting efforts, including targeting alumni teachers with prior connections to Delaware, nearly 500. With the importance of increasing the diversity of school leaders, it is significant that more than 50 percent of TFA alumni in Delaware identify as people of color. LFD will seek 50-70 applicants per year, from which the target for the annual cohort will be between five and seven aspiring principals.
 - iii. Applicants are required to have five full years of teaching experience, a master's degree from a regionally accredited college/university, a grade point average of at least 3.0 on a 4.0 scale, and evidence of effective teacher practice, including at least two consecutive ratings of at least "effective" on DPAS II or an equivalent system.
 - iv. The selection process is a five (5) step process including submission of application, resume, and Educators Professional Inventory assessment; submission of essay responses; completion of performance task; on-site interview; and reference checks.
 - b. **Partnerships**

- i. LEA partnerships must be developed in order for LFD to be successful. Agreements between the LEA and LFD include: maintain the aspiring leader's employment for the full 24-month program, unless otherwise agreed by LFD and the aspiring leader; provide full release, without loss of pay or use of paid time off, for up to six (6) school days over two years, allowing the employee/aspiring leader to complete program components; consult with LFD in matching a LFD-selected mentor with the employee/aspiring leader and in the development of the aspiring leader's individualized leadership development plan; and provide substantive opportunities for the employee/aspiring leader to practice real-time leadership as outlined in the individualized leadership development plan, including providing or helping to secure a summer school administrator placement
- ii. A core foundation of LFD's program is the partnerships with excellent organizations, incorporating significant additional school leadership and leadership development expertise. Those partnerships include:
 1. Harvard University – Data Wise Leadership Institute
 2. Teach for All – a 4-day leadership journey in another country.
 3. Wilmington University – Fiscal Operations and Resources
 4. TNTP – Improving Instruction module
 5. Jounce Partners – Coaching Skills
 6. School to Learn From – Excellent school visits
 7. Principal Consultants & Mentors – on-site coaching and support

c. Program Curriculum, Standards, and Clinical Practice

- i. LFD developed a School Leader Competency Framework inclusive of seven clusters with 26 competencies a school leader must exhibit to build and lead excellent schools. LFD will use this competency framework across the program to provide candidates with feedback and ultimately a final assessment of leadership practice to determine program exit.
- ii. Curricular sequence includes the following:
 1. IN YEAR ONE, on one day each month, LFD sessions (Saturday Seminars) are held, partly supported by partners such as TNTP and Jounce. Each of these sessions is a part of a specific LFD module. LFD modules run concurrently for the full two years. Each aspiring leader will coach and mentor identified teachers while receiving two (2) hours of executive coaching each month. Although the program's clinical experience does not begin during year one, the LFD modules require regular observation and, through a gradual release model, practice of specific skills throughout the year. All LFD module sessions are co-facilitated by the program director and one or more Principal Consultants, described above.
 2. IN YEAR TWO, each aspiring leader serves as a full-time administrator for an LFD approved summer school program (200 hours), followed by a year-long clinical experience (400 hours) with an assigned mentor in their home school. Each participant completes

at least one formal teacher observation with feedback for each week of the summer school administrator experience and the year-long, school-based clinical experience. The second year incorporates several more excellent school visits, once-per-month LFD sessions, and continued coaching. Principal Consultants are available for coaching cohort members in their identified area of special expertise, building on their whole-cohort support during the LFD modules in the first year. The program culminates with a series of sessions – our First Day Ready Institute – focused on preparation for the aspiring principal’s future school leader placement. An individualized leadership development plan drives program activities, particularly during the clinical experiences and coaching.

- iii. **Clinical Practice** - There are two clinical experiences during the second year of the program: a summer school program administrator role for 200 hours during the months of July and August, and a coaching-based clinical experience for 400 hours from September through May. LFD staff must approve each individual clinical experience to ensure that it will provide the leadership practice experience that is needed for success in the preparation program. For each aspiring leader, the same Delaware administrator is selected to serve as the Principal Mentor for both the summer school program administrator role and the school-based clinical experience.

- d. **Educator Evaluation Credentialing** - All aspiring leaders in LFD will need to meet the DPAS II credentialing requirements by the end of the first year. If any candidates do not meet state credentialing requirements by the end of June of the first year, an intervention plan will be developed to provide additional support from the LFD coach, one or more LFD principal consultants, and/or other district- or school-based resources. If a cohort member fails to do so after the implementation of the intervention plan, the cohort member will either be exited from the program or his/her continuation into year two of the program will be deferred for one year, providing additional time to complete this requirement. During year two, each participant will complete at least one formal teacher observation with feedback for each week of the summer school administrator experience and the year-long, school-based clinical experience.

- e. **Candidate Assessment & Evaluation** - LFD’s candidate assessment process incorporates three types of data: (1) school leader competency ratings, (2) program completion and participation evidence, and (3) standardized assessment scores. Cohort members must meet all criteria across these three areas in order to be recommended for School Principal and Assistant Principal Certification (under Section 1591).
 - i. To be eligible for certification, a candidate must meet the criteria for Option 1 or Option 2 below from both the program director and their school-based mentor:

Option 1: All of the following: All (26) competency ratings of at least 1 (i.e., no scores of 0); A Composite Competency Rating of at least 2.0.; A Cluster Competency Rating for each of the seven clusters of at least 2.0.

Option 2: All of the following: All (26) competency ratings of at least 1 (i.e., no scores of 0); A Composite Competency Rating of at least 2.25; A Cluster Competency Rating for each of the seven clusters of at least 1.5.

- ii. In addition to this competency-based evaluation, a candidate must also:
 1. Earn passing scores in all courses for which a grade is provided
 2. Meet the minimum required hours for professional development prior to the clinical experience, the clinical experience, and professional development during/after the clinical experience, and
 3. Maintain an overall attendance rate in professional development sessions of at least 90 percent during both year one and year two.
- iii. Each candidate must also earn DPAS II certification (prior to the school-based clinical experience) and earn a score of at least 170 on a scale of 100 to 200 on the School Leaders Licensure Assessment in order to graduate and be recommended for school leader certification.

C. Measures of Success – LFD will measure its success according to the Department of Education’s preparation program scorecard and the program metrics that were developed and approved for accountability under Regulation 1595

	Metric	Target
Leader Readiness Metrics	Average percentage of all competencies rated at least effective at start, middle, and end of program	Start – 25% Middle – 50% End – 95%
	Average percentage of all competencies rated exemplary at start, middle, and end of program	Start – 15% Middle – 40% End – 60%
	Percentage of cohort members who are recommended by school partners to continue into year 2	90%
	Percentage of cohort members earning a score of at least 170 on SLLA after program year 1	90%
	Average percentage of selection competencies rated “superior” in formal mock principal interviews	70%

Leader Effectiveness	Percentage of LFD principals earning evaluation ratings of at least “effective” in years 1, 2, and 3	TBD
Metrics	Percentage of LFD principals achieving student growth rated at least “effective” in years 1, 2, and 3	TBD
	Percentage of LFD principals achieving year 1 gains on school culture index	TBD
	Difference between LFD and all DE schools in percentage of teachers rated at least “effective”	TBD
Program Metrics	Total number of LFD graduates serving as principals in Delaware	90%
	Percentage of matriculated cohort members completing program and earning certification	90%
	Percentage of LFD graduates hired as principals for the school year following program completion	30%
	LFD Net Promoter Score from cohort members, graduates, school mentors, and LEA partners	TBD
	Number of annual, highly qualified LFD applicants	30-50
	Participant survey ratings of all LFD courses and other LFD program components	TBD

Amendments to measures of success will be mutually agreed upon by DDOE and Teach for America. Consistent with other contractual agreements with educator preparation pipelines, DDOE reserves the right of final sign-off on all program measures of success. DDOE reserves the right to determine possible renewal of this contract due to the completion of the deliverables listed below and the ability of the program to meet its measures of success.

Evaluations of the initiative based on measures of success may be conducted by DDOE or an external party. DDOE’s requests for data from Teach for America will be met in a timely matter in order to appropriately evaluate efficacy and drive program improvement.

Appendix B: Payments and Deliverables

Total payment for this Agreement with Lead for Delaware (Teacher for America-Delaware Region) will not exceed the amount of **\$125,000** for the term beginning with the execution of the purchase order to May 1, 2017.

Payment Schedule: Payments will be made quarterly based on the receipt of the documents and/or metrics below.

Payment #1: \$50,000

By June 1, 2016, LFD will provide the DDOE with the following deliverables:

1. Recruitment summary for Cohort 2
2. Selection Model for Cohort 2
3. Summary/Profile for Cohort 2 selected members
4. Scope of Sequence of training for 2016

Payment #2: \$25,000

By October 1, 2016, LFD will provide the DDOE with the following deliverables:

- 1.) Summary program progress to date
- 2.) Cohort 2 school placement spreadsheet
- 3.) List of participants and assigned principal mentors and/or principal consultants

Payment #3: \$25,000

By February 1, 2017, LFD will provide the DDOE with the following deliverables:

- 1.) Mid-Year evaluations for Cohort 1 and Cohort 2 LFD participants
- 2.) Summary of program process to date
- 3.) Recruitment Summary for Cohort 3

Payment #4: \$25,000

By April 30, 2017, LFD will provide the DDOE with the following deliverables:

- 1.) Recruitment and Selection Summary for Cohort 3
- 2.) List of summer administrative placements for Cohort 2
- 3.) Summary of program process to date

**Delaware Department of Education
University of Delaware Contract**

RFP # 2016-10

This Agreement, which is effective only upon the execution of a State of Delaware Purchase Order, and will end on **April 30, 2017**, is between the State of Delaware, Department of Education, hereafter referred to as DDOE, and **University of Delaware**, hereafter referred to as UD.

WHEREAS, DDOE desires to obtain certain services to **recruit, select, and develop aspiring school leaders**; and

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

WHEREAS, DDOE and UD 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 UD agree as follows:

1. Services.

1.1 UD 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 the Statement of Work (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) UD's response to the request for proposals, attached hereto as Exhibit 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 UD 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 UD, 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 UD for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 UD will not be required to make changes to its scope of work that result in UD'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 May 1, 2016 through April 30, 2017.

2.2 DDOE will pay UD 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 UD for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$125,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by UD and it shall be UD'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 UD.

2.4 UD shall submit invoices in accordance with Statement of Work; Appendix A. 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 UD 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 UD 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 UD, Clarissa Roth.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by UD. If an Appendix specifically provides for expense reimbursement, UD shall be reimbursed only for reasonable expenses incurred by UD 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 UD all damages, costs and expenses caused by UD's negligence, resulting from or arising out of errors or omissions in UD's work products, which have not been previously paid to UD.

2.8 Invoices shall be submitted to: Michelle Kriss and Shannon Holston
michelle.kriss@doe.k12.de.us
401 Federal Street
Suite 2
Dover, DE 19901

3. Responsibilities of UD.

3.1 UD shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by UD, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, UD shall follow practices consistent with generally accepted professional and technical standards. UD 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, UD shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. UD shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE directly caused by UD's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the UD 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. UD will not produce a work product that violates or infringes on any copyright or patent rights. If deficiencies in the services specified in the Statement of Work require revisions or corrections, UD and DDOE will work together in good faith to establish a remediation plan whereby vendor will correct any deficiencies.

3.3 Permitted or required approval by DDOE of any products or services furnished by UD shall not in any way relieve UD of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of UD'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 UD shall be and remain liable in accordance with the terms of this Agreement and applicable law

for all damages to DDOE caused by UD's performance or failure to perform under this Agreement.

3.4 UD shall appoint Key Personnel and 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 UD's associates and employees under the personal supervision of the Project Manager.

Project	Team	Title	% of Project Involvement
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As mutually agreed by the parties, the individuals listed above shall be designated Key Personnel and be subject to Section 3.5 below.

3.5 Performance of Key Personnel assigned by UD will be monitored by DDOE, who will provide documented quarterly assessments of the progress of the work to UD to ensure that the work, as specified in the attached Statement of Work, is being performed according to DDOE standards. Upon a documented determination by DDOE that Key Personnel assigned by UD are ineffective in the performance of the work enumerated in the Statement of Work, the parties will communicate in good faith to reassign Key Personnel to perform other services and develop a mutually acceptable replacement plan. Should the parties mutually agree that Key Personnel need to be diverted off the project for what are now unforeseeable circumstances, the parties will work out a mutually agreeable transition plan to replace said personnel.

3.6 UD shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 UD 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 UD has or will retain such employees as it may need to perform the services required by this Agreement.

3.9 UD 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 UD 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 A.

5. State Responsibilities.

5.1 In connection with UD'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 UD in the performance of services under this Agreement and will be available for consultation with UD at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by UD 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 UD 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 UD. It is understood that DDOE's representatives' review comments do not relieve UD 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 UD 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.

UD shall return any original data provided by DDOE.

5.6 DDOE shall assist UD 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 UD 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 UD's name, either express or implied, in any of its advertising or sales materials. UD 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 UD 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. UD 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 UD 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 UD retains title, whether individually by UD 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 UD 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, UD 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 UD prior to the effective date of this Agreement ("Preexisting

Information”) shall remain the exclusive property of UD 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 UD warrants that its services to be provided pursuant to the Statement of Work will be performed in a good and workmanlike manner. UD agrees to re-perform any work not in compliance with the Statement of Work 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 UD for DDOE in connection with the provision of the Services, UD shall pass through or assign to DDOE the rights UD 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 UD 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 UD, its agents or employees, or (B) UD’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) UD shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) UD 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 UD in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, UD will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. UD 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 UD; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by UD; (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 Client or any third party. If any Deliverable is, or in UD's opinion is likely to be, held to be infringing, UD 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 UD's entire liability with respect to infringement.

9.3 DDOE agrees that UD' 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 UD negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to UD.

In no event shall UD 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 UD has been advised of the likelihood of such damages.

10. Employees.

10.1 UD has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by UD 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 involved, significant 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 contemplated in this Agreement.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Safety and Homeland Security, may be required of any employee of UD 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, UD 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. UD 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 UD acknowledges that UD and any subcontractors, agents or employees employed by UD 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 UD shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, UD 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 UD under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to UD at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay UD its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. UD shall not perform further work under this Agreement after the effective date of suspension. UD 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 UD for any cause other than the error or omission of the UD, for an aggregate period in excess of 30 days, UD shall be entitled to an equitable adjustment of the compensation payable to UD under this Agreement to reimburse UD 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 UD 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 UD 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 UD at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of UD'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 UD shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of UD assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of UD to fulfill contractual obligations it is determined that UD 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 UD 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 UD, 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 UD or any agent or representative of UD 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 UD it could pursue in the event of a breach of this Agreement by UD.

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 UD 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 UD, without prior written approval of DDOE.

15.3 Approval by DDOE of UD's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve UD 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 UD shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by UD, its

subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the UD'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.

UD 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 UD 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 UD 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, UD shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. UD 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 UD 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. UD 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 UD acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. UD 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 UD in breach of the Agreement, terminate the Agreement, and designate UD as non-responsible.

20.6 UD 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 UD 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, upon reasonable notice, authorized representatives of DDOE may inspect or audit UD's performance and records pertaining to this Agreement at the UD business office during normal business hours.

21. Insurance.

21.1 UD 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. UD 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

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

University of Delaware
Signature on File

Authorized Official
Clarissa Roth
Contract & Grant Specialist

5/10/2016
Date
Signature on File

Principal Investigator

5/10/2016
Date

Delaware Department of Education
Signature on File

David Blowman (or Designee)
Associate Secretary,
Financial Management and Operations

4/26/16
Date
[Signature]
Finance Director
Initials
Signature on File

Branch Associate Secretary

4/21/16
Date
Signature on File
Workgroup Director
Initials

Appendix A: Scope of Work

A. Summary - The University of Delaware Principal Preparation Program "UDEL PPP" is an alternative route to Assistant Principal/Principal certification in the State of Delaware. The program was developed by PDCE/DASL and was approved by the State of Delaware in May 2015. Program components include coursework focused on Curriculum, Instruction and Assessment; Managing People, Systems, and Information, Early Childhood Leadership with a focus on literacy instruction and parent and community engagement. The UD PPP will aim to launch their second cohort with ten to fifteen members.

- a. The annual number of aspiring leaders will be determined by ^{University of} Delaware, in partnership with the Delaware Department of Education (DDOE). The cohort must include at least four members. Incoming aspiring leaders should meet the requirements to obtain an assistant principal/principal certification, or be eligible to do so by the end of the program (ex: years of teaching experience).

B. Program Overview

a. Candidate Requirements, Recruitment and Selection

i. Requirements for UDEL PPP include:

1. Master's degree with minimum GPA of 3.0 on a 4.0 scale;
2. Minimum five years teaching experience with demonstrated effectiveness per formative and summative teacher evaluation ratings;
3. Evidence of leadership experience in past and current educator roles; and
4. Recommendation by current supervisor and district contact for this program.

ii. Recruitment strategies will include the following:

1. Working with districts to build leadership pipelines of aspiring leaders
2. Regional information sessions
3. Advertisements in broader networks
4. Prioritize the recruitment of a diverse pool
5. Use of social media
6. Interested applicants participate in a self-assessment at the information session
7. Target secondary teacher leaders with high potential, with a focus on recruiting and training future secondary school leaders

iii. The selection process will be a multi-step process that includes the following steps:

1. Paper screen
2. Interview and intense program simulation
3. All elements of the rigorous selection process will be scored using a rubric and cut scores are used to determine the top applicants in the pool.

b. Competency Framework

- i. UD PPP will use their competency framework as foundation of their program. All program components, including coursework, action research projects, internship or residency field experiences, seminar participation, and training and practice in educator evaluation will be included in program design to ensure participants receive the exposure, skills and knowledge needed to meet program competencies.
 - ii. UD PPP competencies are aligned with Delaware School Leader Standards.
 - iii. Faculty and mentors will record progress on competency development and check in on a monthly bases to maintain focus on progress toward successful program completion. In order to successfully complete the program and receive recommendation for certification, participants must document sufficient evidence of attainment of all UDEL PPP competencies.
 - c. Program Core Components
 - i. The UDEL PPP curriculum was created by the University of Delaware, in consultation with state and national experts in school leader preparation. The State of Delaware approved curriculum includes coursework provided by University staff and faculty, extensive field experience and professional development. Each UDEL PPP cohort will complete the following:
 - 1. Summer orientation (30 hours)
 - 2. Problems of Practice Coursework
 - a. Curriculum, Instruction and Assessment I (18 weeks; equivalent to 6 credit hours and 100 clinical hours)
 - b. Curriculum, Instruction, and Assessment II (18 weeks; equivalent to 6 credit hours and 100 clinical hours)
 - c. People, Systems, and Operations (14 weeks; equivalent to 5 credit hours and 100 clinical hours)
 - d. Early Childhood Leadership (16 weeks; equivalent to 6 credit hours and 100 clinical hours)
 - 3. Two internship placements (equivalent to 240+ clinical hours) or full-time residency (equivalent to 1500-1800 clinical hours)
 - 4. Eight seminars addressing key issues in school leadership (equivalent to 3 credit hours)
 - 5. DPAS II Training, Credentialing and Calibration (5 days)
 - 6. On-Going Professional Development/Coaching
 - d. Candidate Assessment and Evaluation
 - i. The UDEL PPP Competency framework outlined above serves as a summative assessment of participant readiness to be an effective school leader and documents completion of program requirements. Each participant is responsible for utilizing the competency document to record their progress electronically. Documentation is reviewed on a monthly basis by instructors and intern coordinators and effectiveness of

participant evidence is measured with the DPAS II Assistant Principal Rubric.

- ii. Each candidate is required to complete a national exam, the School Leader Licensure Assessment (ETS), to assess content knowledge and problem solving aligned to the Interstate School Leader Licensure Standards (ISLLC 2008). Successful completion of the program will lead to Delaware certification as an Assistant Principal/Principal (pending approval by Delaware Department of Education Licensure and Certification Office).

C. Measures of Success – UD PPP will measure its success according to the Department of Education’s preparation program scorecard and the program metrics that were developed and approved for accountability under Regulation 1595.

	Metrics	Target
Recruitment & Selection	Candidate Teacher Performance (DPAS)	75%
	Number of Applicants/Number Accepted in each Cohort	10
	Percentage of Program Completion	85%
	Percentage of Minority Program Completion	30%
Candidate Performance	Percentage of competencies with effective or highly effective rating at the end of the program	95%
	Average Score on the SLLA Exam	175
Placement in School Leader Position (Delaware)	Percentage of students placed in Yr. 1	30%
	Percentage of students placed in Yr. 2	50%
	Percentage of students placed in Yr. 3	70%
	Percentage placed in rural schools	TBD
	Percentage placed in suburban schools	TBD
	Percentage placed in urban schools	TBD
Retention	Percentage placed in high needs schools	35%
	Retention in the UDEL PPP Program	85%
Graduate Performance	Retention in 1 st school placement	85%
	Graduate satisfaction rating of program preparation	TBD

	School District's perception of graduates' Day 1 readiness for the administrative position per survey data	TBD
	% of school leaders earning evaluation ratings of at least "effective" in years 1,2,3 of those placed.	TBD

Appendix B: Payments and Deliverable Schedule

Total payment for this Agreement with UD PPP will not exceed the amount of **\$125,000** for the term of the execution of the purchase order to April 30, 2017.

Payment Schedule: Payments will be made quarterly based on the receipt of the documents and/or metrics below.

Payment #1: \$50,000

By June 1, 2016, UD PPP will provide the DDOE with the following deliverables:

1. Recruitment summary for Cohort 2
2. Selection Model for Cohort 2
3. Summary/Profile for Cohort 2 selected members
4. Scope of Sequence of training for 2016

Payment #2: \$25,000

By October 1, 2016, UD PPP will provide the DDOE with the following deliverables:

- 1.) Summary program progress to date
- 2.) Cohort 2 school placement spreadsheet
- 3.) List of participants and assigned principal mentors and/or principal consultants

Payment #3: \$25,000

By February 1, 2017, UD PPP will provide the DDOE with the following deliverables:

- 1.) Mid-Year evaluations for Cohort 1 and Cohort 2 UD PPP participants
- 2.) Summary of program process to date
- 3.) Recruitment Summary for Cohort 3

Payment #4: \$25,000

By April 30, 2017, UD PPP will provide the DDOE with the following deliverables:

- 1.) Recruitment and Selection Summary for Cohort 3
- 2.) List of summer administrative/intern placements for Cohort 2
- 3.) Summary of program process to date

