

AGREEMENT FOR SERVICES

Project:

Aspiring 2 Educate Program (A2E)

In consideration of the mutual promises set forth below, intending to be legally bound, **THE SCHOOL DISTRICT OF PHILADELPHIA**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the “School District”), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and **CENTER FOR BLACK EDUCATOR DEVELOPMENT**, a **Pennsylvania Incorporated Organization** (the “Contractor”), located at 7901 Hidden Lane, Elkins Park, PA 19027, have executed and delivered this Agreement for Services (the “Contract”) to be effective as of January 31, 2020.

1. *The Engagement, the Work, the Standard Terms and Conditions.* Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the “Work”) set forth in the attached Exhibit “A” - Statement of Work, and Exhibit “B” - the Contractor’s Budget (the “Budget”). The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include the exhibits attached hereto and incorporated in Section 8 below.

a. *Amended Statement of Work.* In consideration of the declared emergencies existing regarding the COVID-19 virus, which may result in the temporary closing of School District, charter, Archdiocesan and other nonpublic schools in Philadelphia and the Commonwealth, the School District and the Contractor may agree to modify the Statement of Work during the period(s) of complete or partial temporary closure during the Term to allow the Contractor to perform the Work remotely. Notwithstanding the foregoing, the Contractor acknowledges and agrees that any services provided under this Contract, including but not limited to services provided remotely, are subject to the prior approval of the School District and must be provided in accordance with the terms and conditions of the Contract, including the following requirements:

b. *Virtual Services.* If the School District authorizes the Contractor to perform any of the Work described in the Contract virtually, the Contractor shall comply with all School District policies and directives regarding the provision of virtual services and/or programming, including, but not limited to, guidance related to School District-approved platforms and email communication with School District students. The Contractor is solely responsible for the acquisition, maintenance, and security of such platform and/or programs used to provide services to School District students.

2. *Action Items.* The Board of Education authorized this Contract by action items number 7, dated January 20, 2020 and number 5, dated July 30, 2020. The Parties have attached the action items to this Contract as Exhibit “D” for reference but have not made the action items a part of this Contract. The School District has no power to contract for the Work outside the scope of the action items.

3. *Contract Term.* The term of the Contract shall begin January 31, 2020 and end December 31, 2020 (the “Term”), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

4. *Compensation.* As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, a total fee not to exceed **One Hundred Fifty Three Thousand Five Hundred Sixty Dollars (\$153,560), conditioned, however, upon the continued availability of funds, as set forth in Sections 6 and 7 of the Standard Terms and Conditions** (the “Compensation”).

a. *Budget.* The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor’s Budget attached as Exhibit “B,” and the School District shall pay the Contractor strictly in conformity with the Contractor’s Budget.

b. *Fee Structure.* The Contractor shall earn the Compensation on the following basis (check one):

- flat fee, pro-rated and billed monthly, or otherwise, as provided in Section 5 below;
- at the hourly rate or rates per hour of labor specified in Exhibit “B” or Exhibit “A”, and billed monthly, or otherwise, as provided in Section 5 below; or
- on such other basis as the Parties have specified, if any, in Exhibit “B” or Exhibit “A”, and billed monthly, or otherwise, as provided in Section 5 below.

5. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 7 below and, unless the Parties have agreed to a different schedule as set forth in Exhibit “A” or Exhibit “B” hereto, the Contractor shall submit not more than *one invoice per month*. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Term. The Contractor shall submit invoices in accordance with Section 3 of the Standard Terms and Conditions. All invoices shall include an itemization of charges and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

6. *Federal Employer Identification Number.* The Contractor’s federal employer identification number is: XXXXXXXXXX

7. *Notices.* The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

	<i>School District Responsible Official:</i>	<i>Contractor:</i>
Name:	Ali Robinson-Rogers	Victoria Harrison
Title:	Executive Director, Office of Postsecondary Readiness	
Party:	The School District of Philadelphia	Center for Black Educator Development
Address:	440 N. Broad St. Philadelphia, PA 19104	7901 Hidden Lane Elkins Park, PA 19027
Telephone:	(215) 400-██████	(267) 994-██████
E mail address:	██████████@philasd.org	██████████@TheCenterBlackED.org

8. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract:

<i>Exhibit</i>	<i>Exhibit Name</i>
“A”	Statement of Work
“B”	Contractor’s Budget
“C”	School District Standard Terms and Conditions
“D”	Board of Education Action Items
“E”	Federal Grant-Funded Agreements: Contractor Requirements
“F”	Grant Award

With the exception of Exhibit “D,” the Parties have agreed to incorporate in and make a part of this Contract all of the aforementioned Exhibits. In the event of a conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit “E”; third, Exhibit “F”; fourth, Exhibit “C”; fifth, Exhibit “A”; and sixth, Exhibit “B”

9. *Grant Award.* The Contractor acknowledges that this Contract is subject to the terms and conditions of the Aspiring to Educate Grant Agreement between the School District and the Pennsylvania Department of Education (the “Grant Award”). The School District shall make copies of the Grant Award available to the Contractor as soon as reasonably practicable, and the Grant Award will be attached to this Contract as Exhibit “F” and incorporated into this Contract, effective as of the effective date of the Grant Award. The Contractor shall observe and perform when due all covenants, agreements, and obligations of the School District under the Grant Award to the extent applicable to the Contractor’s Work under this Contract, including but not limited to reports, partner match, payment, publicity, civil rights and nondiscrimination protections, disputes, research, closeout, audit, compliance with other City, Commonwealth, and federal requirements, School District assurances, and patents, copyrights, and trademarks. The Contractor shall not commit or permit to be committed any act or omission which shall or may breach any term or condition of, or constitute a breach of contract or an event of default under, the Grant Award. Contractor acknowledges and agrees that in the event of termination of the

Grant Award or the School District's interest therein, for any reason, then the School District shall have the right and option to terminate or limit the applicable terms of this Contract by notice to the Contractor without any liability whatsoever of the School District to the Contractor. All of the terms and conditions contained in the Grant Award are incorporated in this Contract as if set forth herein in full, as terms and conditions of this Contract. The Contractor shall promptly carry out any proper orders or directions of the School District given pursuant to the Grant Award.

INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

CENTER FOR BLACK EDUCATOR
DEVELOPMENT

By: 
Sharif El-Mekki (Sep 9, 2020 14:20 EDT)
Sharif El-Mekki
CEO

Approved as to form:

THE SCHOOL DISTRICT OF PHILADELPHIA


Attorney, The School District of
Philadelphia

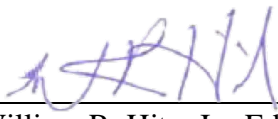
By: 
William R. Hite, Jr., Ed.D.
Superintendent

EXHIBIT “A”



CENTER FOR BLACK EDUCATOR DEVELOPMENT

Overview

Literature Review

The Center focuses on the professional learning and development of current and aspiring teachers, particularly Black educators (BEs). We firmly believe in the strong historical tradition that Black teachers brought to bear in educating Black children in this country and aim to capture and implement strategies that lead to positive academic, career and life outcomes for Black children. At one point, 40% of Philadelphia's public school teachers were Black. Today, only 24% of classroom teachers are Black—in a district with a student body that is just over 50% Black (and 27% Black male). Moreover, approximately 7% of K-12 educators throughout the U.S. are Black; less than 20% of the nation's teachers overall have minority backgrounds. At the same time, the percentage of students of color continues to increase locally and nationally. According to the Washington Post, as of 2014 more than 50% of K–12 public school children in the U.S. were students of color.

Our country is becoming more diverse: with an expected majority-minority population by 2044. Unfortunately, the teaching corps is not keeping pace with the rapid changes to students' ethnoracial make-up now evidenced each year. Contributing indicators to the lack of BEs include:

- Low levels of Black high school students interested in the education profession.
- Low percentages of Black college students majoring in education.
- Low percentages of Black men and women earning teacher certifications annually.
- High rates of attrition of Black teachers, particularly Black male teachers.

In a School Year 2014-15 data summary on Black male achievement published by the School District of Philadelphia (SDP), the four-year cohort graduation rate (for the 2011-12 first-time 9th grade cohort) was reported as 57%. A groundbreaking study from Johns Hopkins University found that when Black students have just one Black teacher in their early years, the high school dropout rate decreased by nearly 40%. Another impact of BEs' presence (or lack thereof) is embodied by the statistic that if Black students have two Black teachers, they are 32% more likely to enroll in college. Black students who were matched with a black teacher in kindergarten were as much as 18 percent more likely than their peers to enroll in college. Black students having black teachers had higher end-of-year test scores than black students who didn't have a black teacher. Having just one black teacher in third, fourth or fifth grade can reduce low-income Black boys' probability of dropping out of high school by 39 percent.

To improve Black children’s educational outcomes and economic mobility, there is a clear and pressing need to strengthen the Black educator pipeline—with an emphasis on Black males.

Goals

The Center for Black Educator Development will serve as the support agency for participants in the A2E program and work with local partners, including IHEs to develop and promote human capital strategies that ensure that the most talented and diverse students enter the teaching profession. We will focus on the following key components to address the barriers to diversifying in the educator workforce.

- Early Cultivation of Interest in Teaching
- High Quality Individual, Professional, and Academic Mentorship for Black and Latino Youth
- In-Service Support
- Alleviating Financial Barriers

How it Relates to the Framework

- **Attract:** The Center is poised to attract Black high school and college students aspiring to be educators. We will provide students in K-3 exposure to Black pre-apprentice teachers in Freedom Schools – Liberation Academy (FSLA). College students in our year-round after school mentoring program for aspiring teachers, Liberation Academy (LA) will be mentored by Black educators. All A2E Participants will be available to participate in a culturally responsive, affirming, and sustaining mentorship program through Liberation Academy and be eligible to participate in the summer Freedom Schools Literacy Academy pre-apprentice program. Each of these opportunities will be accompanied by incentives and/or financial compensation. Students will also have the opportunity to be a part of an intergeneration model that will allow them to be mentored by college students and Black educators.
- **Prepare:** The FSLA summer experience includes ongoing coaching in the morning, during the time that they are teaching, and professional development workshops in the afternoon for both high school and college students. During the school year, pre-apprentice educators will receive mentorship, leadership development and exposure to a Black pedagogical framework, educator activism experiences, and a racial- social justice lens.
- **Hire, Support, Develop:** Both summer and school year experiences are paid opportunities. During these experiences, aspiring teachers will be supported by seasoned teachers and leaders in the field. Participants will have individual development plans that focus on qualifiable and quantifiable baselines, goals, and benchmarks toward those goals. In this way, The Center can be confident that aspiring educators are growing in their skill, will, and mindset which will contribute to their success as education majors, in getting hired, and persisting in the role of educator.

Liberation Academy

Vision

To attract, cultivate, and support future education professionals who are serious about intellectual development, dedicated to social change, civically aware, and conscious of their role as servant leaders.

Principles

A Liberatory Education

We critically examine and resist current educational structures that skew the power dynamic away from the ethnic and cultural participants in our education community.

Communal Learning

We hold to the belief that the true purpose of education is not solely based on the skills that students emerge with in short bursts of time, but the human development and intellectual growth they gain through the culminating effect of years of communal practice.

Program Description

The Liberation Academy invites high school students to critically examine and practice an educational philosophy that helps to create the most ideal social, cultural, and educational environment for Black children. As a result of their participation in the Liberation Academy, high school students will be encouraged to pursue careers in education. The program desires to attract scholars who are serious about intellectual development, dedicated to social change, civically aware, and conscious of their role as servant leaders.

Throughout the program, students will explore the socialization processes inherent in the educational system, question the cultural foundations that motivate curricular construction, and form the foundation of their own pedagogical approach to education. Students will regularly engage in collaborative work and rigorous scholarship and research in order to critically engage with and learn from each other.

Weekly workshops on Tuesday and Thursday centered around professional development, employs the Educators Rising and Freedom Schools curricula designed to encourage high school students to develop a love for educating and embark on a trajectory which leads to long term careers in education. Topics include culturally responsive classrooms, educational advocacy, and responsible awareness of self as a facilitator of the educational process. Workshops also include “Character Development” sessions involving multiple activities for students to become strong educators through varied experiences. Sessions may involve different team building activities designed to help participants develop strategic and team-oriented thinking. Students may also visit relevant sites and participate in observations in different educational settings, or to hear from accomplished professional mentors in the field.

Wednesday weekly workshops are known a “Mbongi” (a school without walls) sessions. Mbongi is designed to be an intellectually rigorous, collaborative environment where scholars are exposed to college-style courses co-led by highly qualified educational professionals and experienced peer

trainers. The first session is designed to guide scholars toward a stronger understanding of educational history while preparing them for post-secondary education. This seminar style session incorporates texts which will help scholars critically analyze the inter-relationship of education and culture. Scholars will examine case studies involving curriculum development, educational philosophies, and educational activism that has taken place among communities of color.

Mbongi also includes lectures which have in the past been facilitated by Dr. Greg Carr, chair of the African American Studies department at Howard University. The text is co-selected with Dr. Carr in order to develop the core educational philosophy and cultural awareness of participants in the program.

Students will receive a financial incentive for their participation in The Center's mentorship program. Students will receive a stipend of \$885 for the service-learning work that will be completing during their sessions. The financial compensation will also serve as an attendance incentive.

Revised Scope of Work

Liberation Academy was launched January 2019 along with the PDE timeline. Program recruitment started early January with program activities beginning January 22, 2019. Liberation Academy operated out of Temple University Monday-Friday. Program facilitator preparation sessions were scheduled Monday and Friday. Program participant sessions were scheduled for Tuesday, Wednesday, Thursday.

Due to the unfortunate COVID-19 pandemic, Liberation Academy had to convert to virtual programming. We utilized Google Classroom to engage participants in weekly discussions and lessons. We utilize Zoom to conduct weekly Wednesday Mbongi sessions.

Participants will be receiving a financial incentive based on their attendance prior to COVID-19 and their weekly online participation.

Freedom Schools Literacy Academy (FLSA)

FLSA is an eight-week culturally responsive, affirming, and sustaining summer literacy program for rising 1st through 3rd grade Black children. FLSA is a strategic intergenerational leadership Pre-Apprentice program designed to identify and elevate promising college and high school students as content experts and leaders in their community. Known as Servant Leader Interns and Junior Servant Leader Interns respectively, these students will attend daily professional development sessions led by a Literacy Coach to develop their facilitation skills, prepare to lead classrooms, and increase familiarity with the curriculum. FLSA seeks to develop aspiring participants who have demonstrated excellent servant leadership as well as a dedication to developing their skills as educators.

Through FLSA the Center seeks to:

- Increase the number of Black high school and college students who are interested in becoming teachers.

- Develop a model of professional development, leadership, and mentoring experiences for potential African American educators.
- Positively impact the literacy levels of Black children in Freedom Schools
- Support the positive racial identity development of Black children and youth in Freedom schools.
- Pilot a research-based literacy curriculum in grades 1-3.

FSLA apprentices participate in an intensive training (1 week for high schoolers, 2 weeks for college students) which prepares them for leading and teaching their scholars. The Center partners with Philadelphia Freedom schools to provide training for child development, academic lesson planning, team teaching and facilitation, team building strategies, and positive conflict resolution. This inspirational experience also trains apprentices in social action skills, helping them become knowledgeable and confident advocates for children and families.

FSLA daily programming takes place from 8:00am - 3:30pm and lasts six weeks. Each day begins with Harambee, a communal, experiential process that helps to build unity and connectivity. Then apprentices will lead daily morning classroom instruction using an evidence-based literacy curriculum for 10 scholars from 1st through 3rd grade. In the afternoon, apprentices attend professional development sessions while scholars engage in a culturally enriching activity.

Roles

FSLA includes three integral roles: Instructional Coaches, Servant Leader Interns (SLIs), and Junior Servant Leaders (JSLs). Instructional Coaches provide instruction, coaching, and development to both the high school JSLs and the college SLIs. The JSLs work in collaboration with SLIs as Classroom Assistants and small group instructors. SLIs and JSLs collaboratively teach a group of scholars in grades 1-3 in literacy and positive racial identity development.

Professional Development & Coaching

SLIs and JSLs receive daily 1:1 coaching and attend workshops on the foundational elements of teaching including objective mastery, classroom management, student engagement, and lesson planning. In addition, SLIs and JSLs are trained in very specific literacy strategies such as phonics, writing, small group instruction, and read-alouds.

Revised Scope of Work

VISION

All Black students will have consistent access to high quality, same race teachers throughout their PreK-12 experience. Teachers who do not share the same cultural backgrounds as their students will demonstrate high levels of expertise in culturally responsive practices and anti-discriminatory mindsets and habits. Professional learning, pipeline, policies, and pedagogy will be aligned to ensure greater educator diversity, cultural responsiveness, and improved student outcomes.

Freedom School Literacy Academy Program Description

The Center for Black Educator Development was launched in May 2019 by heralded educator and former U.S. Department of Education Principal Ambassador Sharif El-Mekki, the Center for Black Educator Development (“CBED”)’s goal is to lift up low-income Black students by substantially increasing the number of Black teachers at the front of their classrooms. In Philadelphia, the Center for Black Educator Development’s flagship city, the student body is over 50% Black but only 24% of the teachers are Black and just 4% are Black men

This summer The Center for Black Educator Development will conduct a 6-week virtual summer pre-apprenticeship program for aspiring high school and college-aged educators called the Freedom School Literacy Academy (FSLA). Freedom School Literacy Academy is a family and community centered program designed to positively impact literacy development for young people of African descent during their foundational years, in order to secure their future academic success and intellectual development.

Pre-Apprenticeships

Through participation in Freedom School Literacy Academy pre-apprenticeship program, it is our aim that high school students will strongly consider becoming future educational leaders and teachers as a result of their experiences in the program, and that college students will emerge from FSLA committed to entering the field of education upon graduation. Apprenticeship participants in FSLA will have access to professional development sessions, trainings, and cycles of observation, feedback and coaching that aim to equip future educators with pedagogical understandings and tools that extend beyond traditionally euro-centric models currently prevalent in the educational field. Our vision is that participants in the apprenticeship program will be equipped to apply the deep cultural and intellectual memory concerning educational philosophy held by communities of African descent toward the comprehensive intellectual, emotional and social development of their students. Each participant will complete a summer portfolio and participate in an end of the summer symposium presentation

High School Pre-Apprenticeship

High School pre-apprentice will hold the title of Junior Servant Leaders (JSLs). Junior Servant Leaders will engage in a transformative summer experience that hones their intellectual, personal, and professional development skills through literacy-based workshops and numerous opportunities for reflection, all while grounded in community engagement/activism and social justice. Freedom Schools Literacy Academy will provide JSLs with an intellectually rigorous, collaborative environment designed to foster a love for educating, personal and professional character development, and a strong foundation for pursuing long-term careers in education.

The theme driving the summer experience for JSLs will be *Setting the agenda: Black scholars re-ENVISIONing education (in the age of Covid Shaping our educational needs)*. The program objective for the Junior Servant Leaders will be:

1. JSLs will complete a summer portfolio that would include:
 - Personal Development Plan

- Liberation (Book) Assignments
 - Critical Reflection Essay
 - Journal Reflections
2. JSLs will create and present a social action plan that will address the current needs of our communities. Through their project creation students will gain the following skills:
 - Research Methods
 - Data Analysis
 - Collaborative Learning
 - Project Organizing
 - Presentation and Public Speaking
 3. JSLs will be able to read and deconstruct a college level text, supporting their overall comprehension and analysis skills. The text will be *The Education of Black People* by W.E.B. DuBois. Students will engage in weekly college style lectures and learn how to appropriately engage in discussion themes around complex text.
 4. JSLs will spend 45 minutes a week reading aloud to a Freedom School Scholar.

Freedom School Scholars

Freedom School Literacy Academy scholars engage in programming geared toward their academic and cultural development. CBED has focused its recruitment of student participants in FSLA, known as Freedom School scholars, on rising 1st-3rd graders. These crucial years of early literacy development have the greatest potential to impact the long-term educational trajectory of FSLA scholars. This summer we seek to provide literacy and phonics engagement to scholars. We seek to accomplish the following outcomes through literacy and phonic engagement

1. Address the COVID-19 academic slide students have experienced over the last 3 months
2. Combat the academic summer slide that students will commonly experience

Program Timeline

Date	Event Description
May 4 th - June 5 th	Program Planning
June 8 th – June 12 th	Senior Staff Orientation

June 15 th - June 19 th	Senior Staff Training
June 22 nd - June 26 th	Pre-Apprentice Training/Orientation
June 29 th - August 7 th	Program Dates

Description of Activity/Deliverables

The Center for Black Educator Development seeks to serve as the lead/managing agency for all students admitted to the program by accomplishing the following:

- **Mentorship and Pre-apprenticeships:** The Center will provide direct support in the areas of mentorship and pre-apprenticeships for the 20 students enrolled in A2E.
- **Admissions Process:** The Center will manage the admission process for the A2E including (but not limited to) matching student and IHEs, providing coordinating services (schedules, transportation, programming) for LEAs.
- **A2E Scholarship Coordinator:** The Center will manage the A2E scholarship process.
- **Marketing and Recruitment:** The Center will support the marketing and recruitment campaign. The Center will work with LEAs and IHEs to determine and implement the best strategies for engaging students in A2E.

EXHIBIT “B”

Project Costs

Pre-Apprentice Program		Costs
Freedom School Literacy Academy		
Wages (\$9 per student x240hrs x 20 students)		\$ 43,200.00
Supplies (\$150 per student x20- covers text and classroom supplies)		\$ 3,000.00
Administrative Cost (10% of Director administrative salary and 5% for admin support)		\$ 13,500.00
Payroll Platform and PYN as Employer of Record		\$ 19,832.00
Operational Cost (\$450 per slot x 20)		\$ 9,000.00
Total Services for Freedom School Literacy Academy		\$ 88,532.00
Mentorship Program		
Liberation Academy		
Wages (\$500 per student x10)		\$ 5,000.00
Staffing (part-time coordinator, guest instructors)		\$ 38,000.00
Curriculum Development		\$ 9,309.80
Supplies (\$45 per student x 20 - text and classroom supplies)		\$ 900.00
Advertisement and Recruitment for Fall 2020		\$ 11,818.00
Total Services for Mentorship		\$ 65,027.80
Total Price of the launch of year-round programming		\$ 153,559.80

EXHIBIT “C”

Exhibit “C”

***School District
Standard Terms and Conditions
Agreement for Services***

1. *General Conditions of the Work.*

a. *Standard of Performance.* In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor’s field. The Contractor shall cooperate with the School District and all other Persons contracting with the School District whose work affects the Contractor’s Work, or whose work the Contractor’s Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. *Compliance with Applicable Law.* The Contractor shall comply with all Applicable Law, defined in subsection 23.b., page 14, below, in connection with this Contract, including but not limited to the Pennsylvania Right-to-Know Law (“RTKL”), 65 Pa. Stat. §§ 67.101 to 67.3104, and 24 Pa. Stat. § 1-111.1, Employment History Review, as amended.

c. *Warranty.* To the extent that the Work includes the sale or the furnishing of Materials, the Contractor warrants that the Materials shall be good, free of defects, merchantable and fit for the particular purposes for which the School District intends to use them.

d. *Contractor Responsibility for Quality of the Work.* Payment by the School District or acceptance of the Work, including any Materials, shall not relieve the Contractor of responsibility for the substance and quality of all Materials and Work. Without any additional compensation, the Contractor shall diligently and expeditiously correct any errors, deficiencies or omissions in the Work, including any Materials, and shall remain liable in accordance with this Contract and Applicable Law for all damages to the School District caused by the Contractor or the Work, including any Materials.

e. *Contractor Staff.* The Contractor shall not assign any Person dismissed from School District employment to perform any Work under this Contract. The Contractor shall, within seven (7) days of notice by the Responsible Official to the Contractor that, in the reasonable opinion of the Responsible Official, any employee is incompetent or incapable of carrying out any part of the Work assigned to that Person, reassign that employee from any Work.

f. *Meetings.* Upon reasonable prior notice from the School District, the Contractor shall attend any meetings requested by the School District, at a location reasonably determined by the School District.

g. *Site License(s).* To the extent that the Statement of Work, Exhibit “C” to this Contract, requires the Contractor to carry out any portion of the Work on premises of the School District, the School District, subject to the terms, covenants and conditions set forth in this Contract, hereby grants the Contractor a limited, revocable license to use such School District premises, and only such School District premises, as are expressly provided or by necessary implication required in order for the Contractor to complete the Work in conformity with the requirements of this Contract. The School District shall have the right at any time and for any reason to terminate the foregoing license. The Contractor covenants and agrees to comply with all rules, regulations and directives concerning the use of School District premises imposed by the School District, including but not limited to rules, regulations and directives set by a principal concerning his or her school. The Contractor shall promptly and fully reimburse the School District for the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor’s officers, agents, employees or Subcontractors.

h. *Contract Reporting.* The Contractor shall comply promptly with the School District’s reporting requirements for contracts, including electronic or other reporting of Contractor and contract data.

i. *Whistleblower Protection.* Anything to the contrary set forth elsewhere in this Contract notwithstanding, neither Party shall construe this Contract or any term, covenant or condition in this Contract to prohibit either Party or any of its employees, Subcontractors, grantees, or subgrantees from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity having jurisdiction, including but not limited to a member or committee of Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight, a law enforcement agency, a court or grand jury, or a management official or other employee who has responsibility to investigate, discover, or address misconduct, or making other disclosures protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of Applicable Law, including but not limited to 41 U.S.C. § 4712, for the purpose of reporting or investigating a suspected violation of law.

j. *Time.* Time is of the essence of the Contractor’s performance of the Work, including the delivery of any Materials to the School District, under this Contract.

k. *Act 126 Child Abuse Recognition, etc., Training.* Before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor’s employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, a copy of the certificate of completion of Mandated Reporter Training as required by Act 126 of 2012, codified at 24 Pa. Stat. § 12-1205.6.

l. *Right-to-Know Requests.* The Contractor acknowledges and agrees that this Contract and records related to or arising out of this Contract remain subject to requests made pursuant to the RTKL. If the Commonwealth of Pennsylvania (the “Commonwealth”) or the School District need the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, the Commonwealth or the School District shall notify the Contractor using the contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

m. *Disaster Recovery; Business Continuity.* The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor’s business operations so as to minimize any interruption of the Work to the School District.

2. **Background Checks.**

a. *Required Background Checks.* In accordance with Applicable Law, including 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Cons. Stat. Ann. §§ 6344, 6344.2., as amended, before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor’s employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, copies, true, correct, complete and current, of all of the following:

- i. the Pennsylvania State Police criminal history record information report;
- ii. the child abuse history official certification;
- iii. the report of the Federal Bureau of Investigation federal criminal history record information;

and

iv. a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. § 1-111.1) and all relevant matters and materials disclosed.

b. *Current; Direct Contact; Failure to Provide.* For purposes of subsection 2.a., “current” means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual’s hiring or engagement by the Contractor or Subcontractor, or the commencement of the Term, and (ii) five (5) years for unpaid volunteers prior to the later of the individual’s engagement by the Contractor or Subcontractor, or the commencement of the Term, in both cases unless the School District has in the preceding five (5) years received and properly reviewed the individual’s checks, in which case the Parties may rely on the individual’s prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and certification form in a form acceptable to the School District. For an individual who has Direct Contact or Direct Volunteer Contact with children the School District shall have the right, at any time and in its sole discretion, to require the Contractor to deliver new reports, certifications, clearances or certificates as required by the more restrictive of School District policies, or Applicable Law, and the Contractor shall comply promptly with any such request. If the Contractor fails to deliver any such report, clearance certification or certificate on behalf of the Contractor, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work unless and until the Contractor delivers that individual’s report, clearance, certification or certificate to the School District.

c. *Arrests; Convictions.* The Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates, among other things, reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e). The Contractor shall provide notice to the School District, in a prompt and timely manner, of all notices and reports required, and all checks conducted, under § 1-111(j).

3. *Compensation; Invoices.*

a. *Invoices Exclusive of Taxes.* Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District’s Pennsylvania Sales Tax Blanket Exemption Number is [REDACTED]; its Federal Tax ID Number is [REDACTED]; and its Federal Excise Tax Number is [REDACTED].

b. *Support for Invoices.* If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may by notice to the Contractor require the Contractor to refund promptly to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. *The Contractor’s Duties Concerning Taxes and Other Obligations.*

a. *Tax Policy.* The School Reform Commission (the “Commission”) by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the “Tax Policy”) for School District vendors, including the Contractor. The Tax Policy provides that in general the Commission will not permit the School District to contract with Persons delinquent in payments of any City of Philadelphia (the “City”) or Commonwealth taxes or other indebtedness or obligation, at the execution and delivery of the Contract and at any time during the Term.

b. *Contractor's Covenants.* In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.

i. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof of its tax compliance in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue.

ii. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof in writing of its execution and delivery of a settlement agreement, payment plan or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City; and (B) the Commonwealth for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth.

iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan or other documentation with the City or the Commonwealth, until it has discharged its obligation to the City or the Commonwealth by satisfying any such tax or other indebtedness or obligation.

iv. The Contractor may in good faith, diligently and expeditiously, pursue any bona fide claim, contest or appeal with the Commonwealth, or the City, as the case may be, of its liability for, or the amount of, any indebtedness or obligation to the Commonwealth, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution or compromise thereof with the Commonwealth or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth and the City.

c. *The Contractor's Taxes, etc. – School District Set-Off.* The Contractor agrees that the School District shall have the right to set off against, or to withhold payment of, or both, any and all Compensation accruing and payable to the Contractor under this Contract and any other contract, in order to provide for and assure the payment by or on behalf of the Contractor of any and all sums of taxes or other indebtedness or obligations then lawfully due and owing by the Contractor or any Person controlling, controlled by or under common control with the Contractor, to either the City or the Commonwealth. Each Party shall have the right to rely on certificates and other official documents provided by either the City or the Commonwealth in proceeding to withhold or set off under this subsection 4.c.

5. ***Best Pricing.*** The Contractor shall perform the Work at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Work in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another school district or governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percent (5.0%).

6. ***Unavailability of Funds; Crossing Fiscal Years.***

a. *Unavailability of Funds.* In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (i) terminate this Contract effective upon a date specified in a Termination Notice; or (ii) continue this Contract by reducing, through written

notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection 6.a. shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

b. *Crossing Fiscal Years.* If the School District will pay any portion of the Compensation in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the Board of Education, under Applicable Law. If for any reason funds for that portion of the Compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, this Contract and the School District's liability under this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. *Grant-Funded Contracts; Trust-Funded Contracts.*

a. *Compliance with Grant.* If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth, the City, or any department or agency of one of these governments, or from any public or private charitable trust or corporation, then the Contractor shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract or trust indenture, as the case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

b. *Timely Submission of Invoices.* If the School District pays any of the Compensation from federal government or Commonwealth grant funds, the Contractor shall bill the School District for any outstanding Compensation owed to the Contractor within ten (10) business days after the end of the Term (*see*, Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any Compensation within said ten (10) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the loss of federal government or Commonwealth funds caused by the Contractor's delay, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

8. *Independent Contractor; No Partnership or Agency.*

a. The School District has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees or Subcontractors constitute employees of the School District, and these Persons shall have no right to receive any School District employee benefits or any other privileges available to School District employees. Neither the Contractor nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of the School District, and none of the Contractor, its agents, employees or Subcontractors has any power to bind legally the School District to any third party.

b. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party, nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in any dealings with any third party.

9. **Non-Discrimination.** The Contractor, for itself, its directors, officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District operates as an equal opportunity employer under Applicable Law; the Contractor shall likewise operate in all respects as an equal opportunity employer under Applicable Law. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this subsection 9, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals or comparable process and the Contractor submitted a plan describing the participation of minority-owned, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

10. **Subcontracts.**

a. **School District Consent Required.** The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "C", the Contractor's Statement of Work, to this Contract. Any subcontract or assignment made in violation of this Section 10 shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School District for any payment, or for performance under such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

b. **No Change in the Contractor's Obligations.** The existence of any Subcontract shall not alter or limit the obligations of the Contractor to the School District under this Contract. The Contractor shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Contractor under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

11. **Non-Assignment.** The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 10 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 11, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the

Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

12. *Audits; Records and Payments; Inspectors General.*

a. *Audits.* From time to time during the Term, and for a period of six (6) years after the expiration or termination of this Contract (*see*, 24 Pa. Stat. § 5-518), the School District, the Controller of the City, the Commonwealth, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an “Auditor”) may audit any and all aspects of the Contractor’s performance under this Contract, including but not limited to its billings and invoices and payments received.

b. *Inspection.* If requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor’s consent. The Contractor shall cooperate with all School District, City, Commonwealth and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor’s staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. *Retention and Availability of Records.* The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law, or (ii) six (6) years following expiration or termination of this Contract; provided that if, however, any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal. The Contractor shall make available, at the Contractor’s office in the City or another Contractor office in reasonable proximity to the City, at reasonable times during the Term and for the period set forth in this Section 12, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. *Inspector General; Inspectors General.* The School District’s Inspector General shall enjoy all the rights, powers and privileges of an Auditor under this Contract, and any and all additional rights, powers and privileges as provided by Applicable Law and by delegation from the Board of Education or other duly constituted authority having jurisdiction, *e.g.*, a commission. The Contractor shall cooperate and comply with any audit or investigation by the School District’s Inspector General, or by any City, Commonwealth or federal inspector general having jurisdiction, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and Subcontractors shall cooperate fully with the School District’s Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District’s Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, *e.g.*, meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, including but not limited to information regarding the Contractor or other School District contractors, or any other Person involved in any way with the School District, as deemed necessary in performing investigative or audit activities pertaining in any way to

the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any Subcontractor.

13. *Indemnification; Litigation Cooperation; Notice and Defense of Claims.*

a. *Indemnification.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. *Indemnification; Contractor's Employees.* Except as set forth below in this subsection 13.b., this Section 13 does not require the Contractor to indemnify the School District to the extent of the School District's own negligent act or omission. This Section 13 protects the School District, its officers, employees, agents and the members of the Board of Education and the Commission from all claims arising during the Term asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real or personal property, or who assert an employment claim of any kind against the School District, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 13.b., the Parties shall not construe this Section 13 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 13 functions independently of the Contractor's or its Subcontractors' insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 13 be deemed limited by the Pennsylvania Worker's Compensation Act. This Section 13 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District, its officers, employees and agents, and the members of the Board of Education and the Commission. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the Board of Education or the Commission, for the acts, failures to act or negligence of the School District, or its officers, employees and members of the Board of Education or the Commission.

c. *Defense of Claims.* The Contractor shall defend all claims described in subsections 13.a. or 13.b. above with competent and experienced counsel acceptable to the School District. If the Contractor fails to assume the defense of any and all claims described in subsections 13.a. or 13.b. above within fifteen (15) days of notice from the School District, or if within such fifteen (15)-day period actual prejudice may occur if action is not taken, then at the Contractor's cost and expense, the School District may undertake the defense, compromise or settlement of any such claims or consent to the entry of a judgment with respect to such claims, on behalf of and for the account and risk of the Contractor, and the Contractor shall thereafter have no right to challenge the defense, compromise, settlement or consent to judgment of such claims by the School District.

d. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or

cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsection 13.a. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

e. *Notice of Claims.* If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (i) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (ii) within five (5) business days of receipt of notice of the claim, give notice of the claim to the School District.

14. ***School District Statutory Immunity.*** Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the Board of Education and the Commission, retain their statutory governmental, official and any other immunity provided pursuant to Applicable Law, including 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq.*, as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education or the Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by Applicable Law .

15. ***Insurance.*** Prior to the commencement of any of the Work and until the latest of completion of the Work, final payment by the School District, or final acceptance of the Work, the Contractor shall provide and maintain the following minimum levels of insurance at the Contractor's own expense. The Contractor shall include in its bid, proposal, or quote its cost of the required insurance; the Parties shall make no adjustment to the Compensation on account of these insurance costs. The term "Contractor" shall include Subcontractors and Sub-Subcontractors at every tier. The Contractor shall deliver to the School District a certificate or certificates of insurance evidencing and reflecting the effective date of coverage, as set forth below in subsection 15.e. In no event shall the Contractor commence or permit commencement of any of the Work unless and until the Contractor delivers and the School District has approved the required evidence of insurance in conformity with this Contract. If the School District finds the Contractor's evidence of insurance non-compliant, the School District shall have the right, but not the duty, at its discretion, to purchase the required insurance coverage or coverages, at the sole cost and expense of the Contractor, by set-off against Compensation accrued or accruing, or through the Contractor's direct payment or reimbursement to the School District. The School District by notice or other communication may require additional coverage or coverages, or higher coverage limits, aggregate limits or sub-limits, at any time during the Term if in the School District's sole judgment a risk or risks warrant such additional coverage or limits.

a. *Rating.* The Contractor shall procure all insurance from insurers permitted to do business in the State in which the Work takes place, having an A.M. Best Rating of at least "A-, Class VIII".

b. *Self-Insured Retention.* The Contractor shall not have a Self-Insured Retention ("SIR") on any policy greater than \$50,000; any and all SIRs shall remain the Contractor's responsibility. In the event any policy includes an SIR, the Contractor shall provide the additional insured requirements specified herein within the SIR.

c. *Occurrence Basis.* The Contractor shall ensure that its insurer or insurers write all insurance required hereunder, with the exception of the Professional Liability Insurance, on an "occurrence" basis. Claims-Made coverage must include:

- i. a retroactive date on or prior to the start of Work under this Contract; and
- ii. "tail coverage/an extended reporting period" or coverage for a period of three (3) years subsequent to the later of completion of the Work or final payment.

d. *Notice of Cancellation or Non-Renewal.* The Contractor's insurance carrier or carriers each shall agree to provide at least thirty (30) days prior written notice to the School District in the event of any cancellation or non-renewal of any coverage. In the event of cancellation or non-renewal of any coverage or coverages, the Contractor shall replace any such coverage or coverages so as to comply with the insurance requirements set forth in this Contract, with no lapse of coverage for any time period. In the event the Contractor's insurance carrier or carriers do not issue or endorse their policy or policies to comply with this subsection 15.d, above, the Contractor shall give notice to the School District of its receipt of any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of the proposed cancellation or non-renewal.

e. *Certificates.* The Contractor shall deliver to the School District the required certificate or certificates of insurance, evidencing the insurance coverages required under this Contract, at least ten (10) days prior to the start of the Work and thereafter promptly before or on renewal or replacement of each coverage. The Contractor shall not begin any Work until the School District has reviewed and in its discretion approved the certificate of insurance. The required insurance shall not contain any exclusions or endorsements unacceptable to the School District. The Contractor shall send all certificates of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Suite 325
Philadelphia, PA 19130-4015
Attn.: Riccardo Zucaro, Director of Insurance Risk Management
E-mail: [REDACTED]@philasd.org and [REDACTED]@philasd.org

Failure of the School District to demand these certificates or other evidence of full compliance with these insurance requirements or failure of the School District to identify a deficiency from evidence that is provided shall not constitute a waiver of the Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the School District with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f. *Additional Insured.* The Contractor shall add the School District, and such other public entities as the School District may require, as additional insureds on all liability policies, except Workers' Compensation and Professional Liability Policy, where applicable, for ongoing operations and completed operations, using ISO Endorsements CG 2010 and CG 2037, or their equivalents, on a primary noncontributory basis. Coverage shall include ongoing and completed operations. Each of the additional insured's respective directors, officers, board members, employees, agents and representatives shall also constitute covered additional insureds. The Contractor and its insurer or insurers shall provide coverage for a period of three (3) years subsequent to the later of completion of Work or final payment. The School District reserves the right to require the Contractor to name other parties as additional insureds. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage", per standard ISO policy forms.

g. *Waiver of Rights of Subrogation.* The Contractor shall waive all rights of recovery against the School District and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.

h. *No Limitation of Liability.* Neither the Parties nor any tribunal or adjudicatory body shall or may construe the amount of insurance set forth in the insurance coverages required in this Section 15, as a limitation of the liability of the Contractor. The carrying of insurance as set forth in this Section 15 shall not relieve the Contractor of any duty or liability under the Contract, except to the extent of insurance proceeds paid. Any type of insurance, or any

increase in limits of liability, not described above, which the Contractor requires for its own protection or on account of statute shall be its own expense.

i. *Notice of Accidents, Claims and Suits.* The Contractor shall promptly notify the School District = and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

j. *Required Coverages.* The following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

i. Workers' Compensation and Employer's Liability: Provided in the State in which the Contractor performs the Work and elsewhere as required, and shall include:

A. Workers' Compensation Coverage: Statutory Requirements

B. Employers' Liability Limits not less than:

- | | | |
|-----|----------------------------|-------------------------|
| (1) | Bodily Injury by Accident: | \$100,000 Each Accident |
| (2) | Bodily Injury by Disease: | \$100,000 Each Employee |
| (3) | Bodily Injury by Disease: | \$500,000 Policy Limit |

C. Includes coverage for sole proprietors, partners, members or officers who will be performing the Work.

ii. Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

A. Occurrence Form with the following limits:

- | | | |
|-----|--|-------------|
| (1) | General Aggregate: | \$2,000,000 |
| (2) | Products/Completed Operations Aggregate: | \$2,000,000 |
| (3) | Each Occurrence: | \$1,000,000 |
| (4) | Personal and Advertising Injury: | \$1,000,000 |

B. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of the Work, including coverage for the additional insureds as set forth in this Section 15.

C. The General Aggregate Limit must apply on a Per Project basis.

D. Coverage for "Resulting Damage".

E. No sexual abuse or molestation exclusion.

F. No amendment to the definition of an "Insured Contract".

iii. Automobile Liability:

A. Coverage to include All Owned, Hired and Non-Owned Vehicles, or "Any Auto". If

the Contractor does not have any Owned Vehicles the Contractor shall nevertheless maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

B. Per Accident Combined Single Limit: \$1,000,000

iv. Professional Liability Insurance, including Technology E&O:

A. Minimum Limits of Liability:

(1) Per Claim: \$2,000,000
(2) Aggregate: \$2,000,000

B. The Definition of “Covered Works” shall include the Works required in the scope of this Contract which shall include but not be limited to software development.

C. Coverage includes but is not limited to loss or disclosure of electronic data, media and contents rights software copyright infringement and network security failure.

D. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. If the Contractor provides educational services, the professional liability insurance coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

v. Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime:

A. The Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from their Work with this Contract.

B. Minimum Limits of Liability:

(1) Per Claim: \$1,000,000
(2) Aggregate: \$1,000,000

C. Privacy Breach Notification and Credit Monitoring: \$5,000,000 per Occurrence.

16. Confidentiality; Student Records; Publication Rights; Data Ownership.

a. *Confidential Information.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others (“Confidential Information”). During the Term and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its own or any other Person’s advantage, profit or gain any Confidential Information or any other information subject to a third party’s proprietary right, such as a copyrighted or trademarked work, that the School District makes available to Contractor in connection with this Contract.

b. *Student Records.* The Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, any and all records and information, in whatever form or format received, pertaining to the School District’s individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational

services, social security or public benefits, or information as to race, ethnicity or disability. The Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. Unless and until agreed otherwise by the Parties, the School District shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 6 of the Agreement for Services, and such other duly authorized individuals as the Contractor may specify by notice to the School District (*see*, Section 6 of the Agreement for Services and Section 21, below, of these Standard Terms and Conditions).

c. *Publication Rights.* With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall have no right to use the name of the School District, or its seal, logos or marks, except upon the prior consent of the School District. The Contractor shall provide to the School District for its review any proposed report, study, publication, brochure or advertisement that names the School District or uses its seal, logos or marks, not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District's name, seal, logos or marks, and any other information identifying the School District from the publication if the School District does not expressly consent to the Contractor's requested use. The Contractor shall not issue, publish or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

d. *Data Ownership.* The School District retains and reserves its ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The Contractor acknowledges and agrees that the School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely for the Contractor's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term, the School District may request that the Contractor deliver to the School District all or any portion of any data provided by the School District; promptly upon receipt of any such request the Contractor shall, without any charge to the School District, deliver to the School District the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, *e.g.*, by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data during the Term, except upon the prior express written consent of the School District. Upon the expiration or earlier termination of the Term, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor. Once the Contractor has returned all School District data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

e. *Security.* The Contractor shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of Confidential Information or any other information which identifies students, employees or officers of the School District, and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work. The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside.

f. *Data Breach.* The Contractor shall promptly and timely, within twenty-four (24) hours of becoming aware disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of Confidential Information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers.

17. *Materials; Intellectual Property.*

a. *Computer Applications, Software, Programs, etc.* The Contractor shall ensure that all of its computer applications, programs, and software developed under this Contract comply with any pertinent specifications or requirements set by the School District and with all Applicable Law, including but not limited to FERPA and the Americans with Disabilities Act.

b. *License; Preexisting and Independently Developed Materials.* For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants, and shall require its Subcontractors, if any, to grant, to the School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed or delivered to the School District pursuant to this Contract. For avoidance of doubt, subject to the license granted in this subsection 17.b., each Party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

18. *Conflict of Interest.*

a. *Disclosure of Conflict of Interest.* The Contractor represents, warrants and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees or Subcontractors, has or shall during the Term acquire, directly or indirectly, any such interest. The Contractor shall disclose promptly and fully to the School District's Responsible Official all interests which constitute or may constitute such a conflict.

b. *Improper Gift; Improper Relationship.* The Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or any other thing of more than nominal value to any School District employee who participated in the decision to authorize or enter into this Contract. The Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than \$1,000 per year from the Contractor, has a direct or indirect investment worth \$1,000 or more in the Contractor or is a director, officer, partner, trustee or employee of the Contractor.

c. *School District Employees Not to Benefit.* The Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The Contractor shall comply with the School District's Vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

19. *Default; Notice and Cure; Remedies.*

a. *Event of Default.* Each of the following constitutes an Event of Default by the Contractor under this Contract:

i. Failure by the Contractor or any Subcontractor to comply with any term, covenant or condition set forth in this Contract.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined by Applicable Law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days.

iii. Default by the Contractor under any other agreement the Contractor may have with the School District.

iv. Any material misrepresentation by the Contractor in (a) this Contract, (b) any other document submitted to the School District by the Contractor, or (c) otherwise by the Contractor directly or indirectly to the School District in connection with the School District's decision to execute, deliver and perform this Contract.

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (a) the School District has a reasonable basis to believe at any time during the Term that the Contractor will not be able to perform the Work, and (b) the School District demands in writing assurance of the Contractor's performance.

vi. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify the School District upon discovery of any misappropriation.

vii. Indictment of or other issuance of formal criminal charge or charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense or offenses.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor, or any Person controlling, under common control with, or controlled by, the Contractor under a federal, state or local law, rule or regulation by any federal, state or local governmental entity, including but not limited to the School District.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4 above, or the breach of any of the Contractor's representations and warranties set forth in subsection 22.f., below.

b. *Notice and Cure.* If the Contractor commits or permits any Event of Default, the School District shall notify the Contractor of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 19.c. below if: (i) the Contractor has temporarily or permanently ceased performing the Work; (ii) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (iii) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (iv) an Event of Default occurs as described in subsection 19.a. vi., vii., or viii. above; or (v) the Contractor breaches any of its obligations under Sections 2 or 9 above. Nothing set forth in this subsection 19.b. shall limit the School District's rights under subsection 19.c.

c. *Remedies.* If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 19.b. above provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor, and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or

all of the following remedies:

- i. terminate this Contract by giving the Contractor a Termination Notice.
- ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor due to the School District's performance or paying such costs or expenses.
- iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.
- iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.
- v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. *Specific Performance.* The Contractor's Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in of this Contract, without the necessity of posting bond or other security or of proving the inadequacy of money damages.

e. *Concurrent Pursuit of Remedies.* The School District may exercise any or all of the remedies set forth in this Section 19, each of which the School District may pursue separately or in conjunction with any other remedy or remedies, as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection with this Contract.

20. Termination for Convenience. The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, without penalty, cost or liability to the School District, by delivering a Termination Notice upon fourteen (14) days prior notice to the Contractor of the School District's termination of this Contract. If the School District terminates this Contract, the School District shall pay the Contractor for any Work satisfactorily completed before the effective date of termination, but in no event shall the Contractor have any right to receive costs caused by or related to loss of profits for Work that the Contractor did not perform because of the early termination, or for loss of profits for services the Contractor could have performed for other Persons absent its engagement under this Contract.

a. *Contractor Actions upon Termination.* Upon receipt of a Termination Notice from the School District under Sections 6, 19, or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor's sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty (30) days after receipt of a Termination Notice, or in such shorter period as the School District may specify in its Termination Notice.

21. **Notices.** Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service), or refused upon courier's attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case the Parties shall send notices to the other Party's representative as set forth in and at the addresses set forth in Section 6 of the Agreement for Services. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, "this is a legal notice under Contract". Each Party may change its designee for receipt of notice in Section 6 of the Agreement for Services, by giving notice thereof to the other Party in conformity with this Section 21.

22. **Representations and Warranties.** Effective as of the execution and delivery of this Contract and throughout the Term, the Contractor makes the following representations, warranties and covenants to the School District:

- a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order duly to authorize the execution, delivery and performance of this Contract, including duly authorizing the Person who signs this Contract to do so on its behalf.
- b. This Contract, when executed and delivered, shall constitute a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.
- c. The Contractor is financially solvent, can and shall pay all its debts as they mature, and possesses working capital sufficient to carry out the Work.
- d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work; the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trademark, trade secret or other proprietary right.
- e. The Contractor is and shall be, at all times during the Term, duly qualified to transact business in the Commonwealth and professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.
- f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth for or on account of any delinquent taxes, or other indebtedness or obligations, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City, or the Commonwealth, as the case may be, has been executed and delivered.
- g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by, or under common control with, the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the Commonwealth, the City, any Federal agency or any school district.

The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term the Contractor learns that any of these representations, warranties or covenants was or has become erroneous.

23. **Definitions.** Except as expressly provided to the contrary elsewhere in these Standard Terms and Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section 23. In the event

of a conflict between a definition in these Standard Terms and Conditions and the Agreement for Services, the definition in the Agreement for Services shall apply. In the event of a conflict between a definition in any exhibit, addendum or attachment to the Agreement for Services and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. *Agreement for Services.* “Agreement for Services” means the instrument headed “Agreement for Services,” which forms a part of this Contract and sets forth certain of the terms, covenants and conditions specific to the Contractor’s engagement.

b. *Applicable Law.* “Applicable Law” means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

c. *City.* “City” has the definition set forth above in subsection 4.a.

d. *Commission.* “Commission” has the definition set forth above in subsection 4.a.

e. *Commonwealth.* “Commonwealth” has the definition set forth above in subsection 1.1.

f. *Compensation.* “Compensation” has the definition set forth in Section 4 of the Agreement for Services.

g. *Contract.* “Contract” has the definition set forth in the preamble of the Agreement for Services, which includes the instruments integrated into and forming a part of this Contract, *i.e.*, the Agreement for Services, Exhibit “B”, Exhibit “C”, if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

h. *Event of Default.* “Event of Default” means those events defined and identified above in subsection 19.a.

i. *FERPA.* “FERPA” has the definition set forth above in subsection 16.b.

j. *Materials.* “Materials” means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the Contractor as part of or in connection with the Work, or for the Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract. *Party; Parties.* A “Party” means either the School District or the Contractor; the “Parties” means the School District and the Contractor.

k. *Person.* “Person” means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

l. *Responsible Official.* “Responsible Official” means the School District official named in Section 7 of the Agreement for Services.

m. *Subcontract; Subcontractor.* “Subcontract” means a contract made between the Contractor and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. “Subcontractor” means a Person performing under a contract with the Contractor a part of the Work or Materials that the Contractor has agreed to carry out pursuant to this Contract.

- n. *Tax Policy*. “Tax Policy” has the definition set forth above in subsection 4.a.
- o. *Term*. “Term” has the definition set forth in Section 3 of the Agreement for Services.
- p. *Termination Notice*. “Termination Notice” means a notice given to the Contractor by the School District of its intent to terminate the Contract under the terms of Sections 6, 19 or 20 and specifying the effective date of the termination of the Contract.
- q. *Work*. “Work” has the definition set forth in Section 1 of the Agreement for Services and includes any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

24. *Miscellaneous*.

- a. *Applicable Law; Venue*. The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania. The Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in Philadelphia, Pennsylvania and each of the Parties consents to the personal jurisdiction of such courts, and of the appropriate appellate courts therefrom, and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.
- b. *Headings*. Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.
- c. *Order of Precedence*. In the event of conflict or variation between the Standard Terms and Conditions or the Agreement for Services and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Agreement for Services, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Agreement for Services, the Agreement for Services shall govern.
- d. *Severability*. If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other term, covenant or condition of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.
- e. *Survival*. Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.
- f. *Waiver*. No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.
- g. *No Third Party Beneficiaries*. The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim,

right, cause of action or remedy in favor of, any third party against either Party. The Parties do not intend that anything in this Contract benefit any third party.

h. *Entire Agreement; Amendment.* This Contract includes all exhibits, schedules and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference, unless otherwise specified herein. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements concerning the subject matter of this Contract, all of which the Parties have fully integrated herein. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. The Contractor has not, does not and shall not rely on any statement or representation of the School District other than those expressly set forth in this Contract. No amendment or modification changing this Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

i. *Counterparts; Electronic Signatures.* The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention pursuant to the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq.*

j. *Interpretation; Number, Gender.* The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

EXHIBIT “D”

Action Item - 5.

Title: Ratification of Grant Extension from PA Department of Education for Aspire to Educate Grant

Board of Education Meeting Date: 7/30/2020

Action under consideration

The Administration recommends that the Board of Education ratify the extended use of the Aspire to Educate grant funds by The School District of Philadelphia, through the Superintendent or his designee, subject to funding, as follows:

Grant from: Pennsylvania Department of Education (PDE)

Purpose: To extend the length of the Aspire to Educate Grant to be used to address the shortage of teachers in Pennsylvania and the lack of diversity in the educator pipeline

Start Date: 1/31/2020

Current End Date: 6/30/2020

Amended End Date: 6/30/2021

Grant Amount Up to: \$500,000

Additional Amount: \$0

In conjunction with this ratification, the Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to extend contracts as follows:

With:

The Center for Black Educator Development
Temple University
Drexel University
Cabrini University
West Chester University
Arcadia University
Cheyney University

Purpose: To address the lack of diversity in the education pipeline through the creation of a Higher Education Consortium, mentorship for Black and Latino youth at the high school and college level, dual enrollment opportunities, and in-service support for current teachers

Contract Start Date: 1/31/2020

Current Contract End Date: 6/30/2020

Amended Contract End Date: 6/30/2021

Compensation not to exceed: \$500,000

Location:

All high schools; Administrative Office(s)

Description: This action item is needed to reflect revision of the term of the Aspire to Educate grant agreement approved by the Board on January 30, 2020, and to authorize the District to extend the terms of the grant agreement to June 30, 2021. The Aspire to Educate grant addresses the shortage of teachers in Pennsylvania and the lack of diversity in the educator pipeline. Due to challenges caused by the sudden closure of schools in response to COVID-19, the District seeks to extend the original end date from June 30, 2020 to June 30, 2021, to continue working with the approved organizations in order to meet the expectations of the grant. Given that the original term of the grant expired on June 30, this ratification is needed to continue the work as schools prepare to reopen in September.

The PA Department of Education selected The School District of Philadelphia to receive \$500,000 in grant funds in support of the Aspire to Education (A2E) program pilot. The first stage of the pilot included early cultivation of interest in teaching, which included 10 additional

dual enrollment slots for District students interested in pursuing a career in education; contracting with The Center for Black Educator Development to provide high-quality individual, professional, and academic mentorship for Black and Latino youth; in-service support for current teachers, and collaborating in the creation of a Higher Education Consortium. The ultimate goal of the program is to address both the shortage of teachers in Pennsylvania and the lack of diversity in the educator pipeline. It is the intent of the A2E program to equip those teachers in the pipeline, and current in-service teachers with the knowledge, tools, and support needed to be culturally responsive educators. Moreover, with the support of private, federal, state, and institutional resources, it is also the goal of the initiative to alleviate the financial burden of participants enrolled in the program.

Anchor Goal(s) Supported: Anchor Goal 1 - 100% of students will graduate ready for college or career, Anchor Goal 3 - 100% of positions are filled by great principals, teachers and employees

Related resolution(s)/approval(s):

January 30, 2020; No. 7

Office Originating Request: Academic Support

Board of Education Meeting Date: 1/30/2020

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to accept a Grant or Donation as follows:

From:

Pennsylvania Department of Education

Purpose:

To support the Aspire to Education (A2E) program pilot

Grant Start Date: 1/31/2020

Grant End Date: 6/30/2020

Grant for an amount up to: \$500,000

Upon receipt of this Grant, the Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract as follows:

With:

The Center for Black Educator Development
Temple University
Drexel University
Cabrini University
West Chester University
Arcadia University
Cheyney University

Purpose:

To address both the shortage of teachers in Pennsylvania and the lack of diversity in the educator pipeline

Contract Start Date: 1/31/2020

Contract End Date: 6/30/2020

Compensation not to exceed: All entities to be paid out of the aggregate amount not to exceed \$500,000

Location:

All High Schools; Administrative Office(s)

Description:

The PA Department of Education has selected The School District of Philadelphia to receive \$500,000 in grant funds in support of the Aspire to Education (A2E) program pilot. The first stage of the pilot will include early cultivation of interest in teaching, which includes 10 additional dual enrollment slots for District students interested in pursuing a career in education; contracting with The Center for Black Educator Development to provide high-quality individual, professional, and academic mentorship for Black and Latino youth; in-service support for current teachers, and collaborating in the creation of a Higher Education Consortium. The goal of the program is to address both the shortage of teachers in Pennsylvania and the lack of diversity in the educator pipeline. It is the intent of the A2E program to equip those teachers in the pipeline, and current in-service teachers with the knowledge, tools, and support needed to be culturally responsive educators. Moreover, with the support of private, federal, state, and institutional resources, it is also the goal of the initiative to alleviate the financial burden of participants enrolled in the program.

Anchor Goal(s) Supported: Anchor Goal 1 - 100% of students will graduate ready for college or career, Anchor Goal 3 - 100% of positions are filled by great principals, teachers and employees

Office Originating Request: Academic Support

EXHIBIT “E”

Federal Grant-Funded Agreements: Contractor Requirements

A. The Contractor acknowledges and agrees that the Parties to this Contract receive and expend grant funds originating with an agency or department of the United States of America, and, accordingly, the Parties' respective powers, rights, duties and obligations under this Contract remain subject to the provisions of Applicable Law, including but not limited to the relevant and applicable provisions of 2 CFR Part 200, Subpart D – Post Federal Award Requirements and Standards for Financial and Program Management, as amended.

B. The Contractor shall comply with the cost principles of 2 CFR Part 200, Subpart E – Cost Principles, as amended, for determining allowable costs under the grant-funded Contract.

C. In furtherance and not in limitation of the foregoing, and in compliance with Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as amended, the Contractor acknowledges and agrees as follows:

1. The Contractor acknowledges and accepts the administrative, contractual and legal remedies where the Contractor violates or breaches the terms of this Contract, as contained in Section 19, “Default; Notice and Cure; Remedies”, of the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

2. The Contractor acknowledges and accepts the provisions regarding termination for cause and for convenience which govern this Contract, as contained in Sections 19.c.i. and 20., “Termination for Convenience”, of the Standard Terms and Conditions, attached as Exhibit “C” to this Contract.

3. *Equal Employment Opportunity.* For construction contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, the Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity”, 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and the implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

4. *Davis-Bacon Act.* For all prime construction contracts in excess of Two Thousand Dollars (\$2,000), the Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3144 and 3146-3148, as amended, as supplemented by Department of Labor regulations, 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”, as amended.

5. *Copeland “Anti-Kickback” Act.* For contracts for construction or repair, the Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as amended, as supplemented by Department of Labor regulations, 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”, as amended.

6. *Contract Work Hours and Safety Standards Act.* For construction contracts in excess of One Hundred Thousand Dollars (\$100,000) involving the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3701-3708, as amended, as supplemented by Department of Labor regulations, 29 CFR Part 5, as amended.

7. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” as amended, and any implementing regulations issued by the awarding agency.

8. *Clean Air Act and the Federal Water Pollution Control Act.* For contracts in excess of One Hundred Fifty Thousand Dollars (\$150,000), the Contractor shall comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q, as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

9. *Debarment and Suspension (Executive Orders 12549 and 12689)*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549, 3 CFR part 1986 Comp. p. 189, and 12689, 3 CFR part 1989 Comp. p. 235, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. *Lobbying Certification*. The following applies if this Contract provides payment over \$100,000 of federal funds to the Contractor. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal award, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

11. *Procurement of recovered materials*. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. In supplementation and not in limitation of any other right of audit, access or inspection, see Section 12, Exhibit "C" attached to this Contract, the Contractor shall permit access by the School District, the Commonwealth, the United States Department of Education, Inspectors General, the Comptroller General of the United States of America, or any of their authorized representatives, to any documents, papers, or other records which are pertinent to the Contract in order to make audits, examinations, excerpts, and transcripts.

EXHIBIT “F”

Federal ID: [REDACTED]
Federal Award Number: [REDACTED]
Federal Award Date: July 1, 2019
Federal Awarding Agency: USDE
CFDA Number and Title: 84.424A
SAP Vendor Number [REDACTED]

OGC Contract No. 2048/F20
BOE Authorization on January 30,
2020 and July 23, 2020

Project# 4100086597
The School District of
Philadelphia
AUN# [REDACTED]
Page 1 of 2
DUNS [REDACTED]

ASPIRING 2 EDUCATE GRANT AGREEMENT

This Aspiring 2 Educate (A2E) Grant Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), through its Pennsylvania Department of Education (“Department”), and The School District of Philadelphia located at 440 Broad Street, Philadelphia, PA 19130, (“Grantee”).

WHEREAS, the Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and

WHEREAS, the Department has been appropriated funds by the General Assembly for the specific grant program covered by this Agreement, which is Aspiring to Educate.

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. Pursuant to this Agreement, Grantee will receive funds in the amount of \$489,279.00 to defray program costs incurred from January 1, 2020 to December 31, 2020.
2. The Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on December 31, 2020 unless terminated earlier in accordance with the terms hereof.
3. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in Appendix B.
4. This Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Agreement:

Appendix A – Special Program Terms

Appendix B – Grantee’s Program Narrative and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

Appendix D – Addendum to PDE Master Standard Terms and Conditions

5. Grantee acknowledges having reviewed a copy of the Department’s Master Standard Terms and Conditions, which are available at www.education.pa.gov/mstc and are incorporated by reference into and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

FOR THE GRANTEE

Signature [Handwritten Signature] Date 07/15/20
Title Superintendent

Signature _____ Date _____
Title _____

Approved as to form:
[Handwritten Signature]
Attorney
The School District of Philadelphia

FOR THE COMMONWEALTH

For the Secretary of Education _____ Date _____
Title _____

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel _____ Date _____
Department of Education

Office of General Counsel _____ Date _____

Office of Attorney General _____ Date _____

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of funds
in the amount of \$ 489,279.00

Comptroller Date

Total Amount of Federal Funds Obligated to Grant Recipient \$489,279.00

If this grant is for research and development please check here _____.

Line 1 - \$465,295.00
Fund: [REDACTED]
Budget Period: 2020
Cost Center: [REDACTED]
Internal order: [REDACTED]
GL: [REDACTED]

Line 2 - \$23,984.00
Fund: [REDACTED]
Budget Period: 2020
Cost Center: [REDACTED]
Internal order: [REDACTED]
GL: [REDACTED]

Appendix A

Grant Recipient agrees to comply with the following terms and conditions.

- The Pennsylvania Department of Education (PDE) agrees to partner with the School District of Philadelphia (SDP) to develop and execute the Aspiring 2 Educate Program (A2E). PDE agrees to provide funds to the School District of Philadelphia (SDP) in the amount of \$489,279 from January 31, 2020 through December 31, 2020. The School District of Philadelphia shall contract with Institution of Higher Education (IHE) partners specified herein who will invoice SDP for payment. SDP shall pay invoices in full to IHE partners within 30 days of receipt of funds from PDE. At the end of each month, SDP will invoice PDE in order to pay the invoices of the IHE partners. The program terms are outlined below.

IHE partners include:

Temple University

Drexel University

West Chester University of Pennsylvania

The Center for Black Educator Development

Arcadia University

Cheyney University of Pennsylvania

Cabrini University

- SDP agrees to comply with the Application Guidelines for the Apire 2 Educate dated October 2019.
- SDP shall contract with the IHEs mentioned above under the special terms outlined below.
- SDP will contract with each IHE partner shall include the following requirements:
 1. IHE shall:
 - a. Provide a number of tuition free (or tuition reduced) slots to students of color based on who completes the program and meets the admission requirement.
 - b. Engage with PDE in the development and application of Culturally Relevant and Sustaining Educational (CR-SE) practices (as outlined by PDE) in their Education Preparation Program (EPP).
 - c. Commit to partnering with Local Education Agency (LEA) to execute the A2E program
 - d. Work collaboratively to develop a tool kit that will serve as the outcome/deliverable at the end of the grant period (December 31, 2020).

- e. Participate in A2E consortium group and A2E pilot group to execute on agreed upon goals, expectations, and outcomes.
 - f. Comply with the Application Guidelines for the A2E dated October 2019.
- All IHE Partners will be required to produce a report at the completion of the grant period that demonstrates specific outcomes that are related/correspond to each area outlined in guidelines for proposals. Those areas include (but are not limited to): Attract, Prepare, Hire, Support, and Develop.

Appendix B

Grantee shall:

- Review (in partnership with PDE) proposal from IHEs and LEAs.
 - Serve as the financial intermediary between A2E partners (those funded through this initiative, IHEs and Partners) and PDE.
 - Provide programmatic support to IHEs and other partners in executing the A2E program.
-
- **The Center for Black Educator Development (CBED)**
 - The Center is poised to attract Black high school and college students aspiring to be educators. We will provide students in K-3 exposure to Black pre-apprentice teachers in Freedom Schools – Liberation Academy (FSLA). College students in our year-round after school mentoring program for aspiring teachers, Liberation Academy (LA) will be mentored by Black educators. All A2E Participants will be available to participate in a culturally responsive, affirming, and sustaining mentorship program through Liberation Academy and be eligible to participate in the summer Freedom Schools Literacy Academy pre-apprentice program. Each of these opportunities will be accompanied by incentives and/or financial compensation. Students will also have the opportunity to be a part of an intergeneration model that will allow them to be mentored by college students and Black educators.
 - The Center for Black Educator Development seeks to serve as the lead/managing agency for all students admitted to the program by accomplishing the following:
 - Mentorship and Pre-apprenticeships: The Center will provide direct support in the areas of mentorship and pre-apprenticeships for the 20 students enrolled in A2E.
 - Admissions Process: The Center will manage the admission process for the A2E including (but not limited to) matching student and IHEs, providing coordinating services (schedules, transportation, programming) for LEAs.
 - A2E Scholarship Coordinator: The Center will manage the A2E scholarship process.
 - Marketing and Recruitment: The Center will support the marketing and recruitment campaign. The Center will work with LEAs and IHEs to determine and implement the best strategies for engaging students in A2E.
-
- **Temple University**
 - The College of Education at Temple University will engage in the Pennsylvania Department of Education's Aspiring to Educate (A2E) initiative through direct service to Philadelphia youth and with leadership and coordination of

collaborative activities with other Institutions of Higher Education and The Center for Black Educator Development. The College will recruit and support ten Philadelphia high school seniors to participate in the Temple Education Scholars dual enrollment program during the remainder of the 2019-2020 academic year. The Aspiring to Educate at Temple University project will also facilitate connections for Scholars with all IHEs participating in PDE's A2E (IHE Educator Diversity Consortium A2E Working Group) initiative so that students are aware of the opportunities available to them for pursuing their bachelor's degrees in teaching.

- The project's leadership and coordination of the IHEs that participate in the IHE Educator Diversity Consortium A2E Working Group will ensure that Scholars and other youth participating in A2E programs around the region experience a smooth transition into the A2E-affiliated programs at whichever Philadelphia-region IHE the Scholars choose to attend. The IHEs, with leadership and coordination supported by Temple University, and with guidance from the Center for Black Educator Development, will map course equivalencies, create shared programming for A2E participants, determine curriculum adjustments, and identify mentorship supports within their programs, all with the goal of increasing the number of Black and Latinx teachers prepared by these IHEs to serve the students in the Commonwealth of Pennsylvania.
- **Drexel University**
 - Drexel SoE will establish a partnership with the SDP/Philadelphia school(s) to create a Summer Assistantship/Mentorship program for a minimum of six (6) Grades 11-12 students of color to work with Drexel faculty and students in providing mathematics and literacy camps to Philadelphia school children.
 - *Objective 1.1:* Working with the SDP and identified school(s), Grades 11-12 students will be selected for the one of two Summer Assistantship programs (4 weeks), Math Corps Philly or Drexel Summer Reading Camp.
 - *Objective 1.2:* Current Drexel Students will be partnered with selected SDP Summer assistantship students, who will assist the Drexel Students in providing the summer camp activities for the duration of the camp.
 - Drexel SoE will create a Teacher Ambassadors program for select SoE undergraduates enrolled in Drexel's Teacher Education program to hold visits at SDP schools and work with Grades 9-12 students to promote the Teaching Profession.
 - *Objective 2.1:* A minimum of four (4) Teacher Ambassadors will be identified and coached to reach out to schools to schedule and deliver a minimum of 10 presentations promoting teaching as a profession.
 - *Objective 2.2:* The Teacher Ambassadors will be coached for working with self-identified and school approved Grades 9-12 students to schedule and deliver programming promoting teaching as a profession within their school and in lower grades.
 - Drexel SoE faculty, working with the CBED, will develop a Mentoring Program for current and past PTR Teacher Residents of color as a professional development program and teacher retention strategy including a strong definition of 'mentorship' within the SoE.

- *Objective 3.1:* SoE Teacher Education Faculty will meet with the CBED (referred to as the *Mentoring Development Team*) to jointly develop an updated definition of mentorship and assessment tools for use across various stages of the teaching career, e.g., Recruitment, Hiring, Pre-Service, Transition from Resident role to Teacher role, retention as a Teacher of Record.
- *Objective 3.2:* The *Mentoring Development Team* will develop an ongoing and direct mentoring support program for current and past PTR Residents of color with a focus on coaching pedagogy grounded in traditions of highly effective teachers of color.
- *Objective 3.3:* Drexel SoE, with guidance from CBED including a workshop, will prepare Drexel Mentors to implement the Mentoring Program for identified PTR Teacher Residents of color. Drexel Mentors will begin to implement the mentoring program supervised by Drexel.
- Drexel SoE faculty, working with the CBED, will develop a non-credit, professional development workshop program on Culturally Responsive Teaching (CRT).
 - *Objective 4.1:* SoE Teacher Education Faculty will meet with the CBED (jointly referred to as the *CRT Development Team*) to define culturally responsive, affirming and sustaining outcomes at the K-12, pre-service, in-service and faculty levels.
 - *Objective 4.2:* The *CRT Development Team* will design appropriate assessments and tools to assist in identifying success in each of the outcomes and levels listed in Obj. 4.1.
 - *Objective 4.3:* CBED, and other Drexel members of the *CRT Development Team*, will design and lead workshops for faculty across the SoE that may not be aware of CRT or need a refresher on CRT.
- **Cabrini University**
 - We aspire to work with the School District of Philadelphia and Community College of Philadelphia (CCP) stakeholders to recruit recent graduates who desire to become teachers and earn their Bachelor of Science in Education at Cabrini University. To further this point, in previous conversation with Dr. Generals and the Community College of Philadelphia (CCP), our University President (Dr. Donald B. Taylor) has expressed a desire to have an explicit partnership with the CCP. As it pertains to the School district of Philadelphia, we desire to work with recent graduates having a desire to earn their Instructional I PreK-4 certification and BSED.
 - Develop a cohort in the School of Education at Cabrini that focuses on these students and provides key supports during their education as part of the DEEP IMPACT Project.
 - Project-Diversity & Equity (DEEP IMPACT), within the Education Profession, which is a School of Education at Cabrini University initiative. DEEP IMPACT seeks to shift the national lack of educator diversity (NEA, 2016), by intentionally focus on increasing the representation of teacher candidates from racially and ethnically diverse backgrounds, with a specific focus on African American and Latinx teacher candidates.

- We plan to offer additional support and development to our students through working with the Center for Black Education, in relationship to their Liberation Academy and Freedom School Literacy Academy (FSLA) initiatives.
- **West Chester University**
 - This project proposes to work with students beginning in their 9th grade year and working through WCU's teacher education program. The program is divided into phases.
 - The early phase has the university partnering with two high schools to provide extra curricula activities and an all-day Teacher Education Academy where at least 20 students will visit the college campus to learn more about college enrollment and teacher education programs. Select rising seniors will be invited to participate in a summer dual enrollment program which will focus on dual enrollment, mentorship, basic skills prep, and other college readiness, social justice, and teacher education introductions.
 - If additional funding is obtained, during their senior years, these students will have an opportunity to participate in two more dual enrollment courses, giving them a total of 9 WCU credits that will count toward a teacher education program. Students will be supported as they apply to WCU's teacher education programs and complete their required FASFA's.
 - Collaboration:
 - School District of Philadelphia: This program is written with Philadelphia's Parkway West High School in mind (although it can be run with other schools within the School District of Philadelphia). Phase I of the program will include two Philadelphia High Schools. The aim is to have a cohort of students from the same school, working in collaboration with the principal of the school and the teachers. Dr. Kathleen McCladdie is the principal at Parkway West and her school has an ECE CTE track where students are encouraged to enter the field of teaching.
 - Center for Black Teacher Educators Development: The Pipeline Program will work with the CBTED with mentoring opportunities and development with the high school students.
 - West Chester University: West Chester University's College of Education and Social Work will provide programming to support students through the high school – college teacher education pipeline. These activities will provide academic support, mentorship opportunities, professional and on-going support, financial support, and operational support. The programming is research-based programming based on the Grow Your Own Model. The students will be supported from high school throughout their academic years.
- **Arcadia University**
 - Center for Black Educator Development and Cheltenham HS
 - Implementation of the Liberation Academy. The aim is to start the mentoring relationship and build a cohort of students interested in exploring the field of education.

- With the support of this year's seed money, Arcadia University is going to provide a stipend to an instructor to reanimate US220 Education Stories: Films about Schools as a dual enrollment course for fall 2020. If funding for year 2 does manifest, Arcadia University will run this course as dual enrollment for both Cheltenham High School and Parkway Northwest High School students. As the Temple University dual enrollment model has shown, this level of university-school engagement has motivated students to enroll into their education program.
- **Cheyney University**
 - Host juniors and seniors from the School District of Philadelphia (SDP) participating in the Youth Apprenticeship for Aspiring Educators at Cheyney University's campus in a residential summer program. Upon successful completion of the program requirements, participants are admitted to Cheyney University with credit for prior college-level courses and field experience.
 - Support the Freedom School model already developed by the Center for Black Educator Development and the Philadelphia Youth Network.
 - Provide access to faculty, professional and peer mentors for students in the program. Recommended that the Professional Mentors be arranged through the Cheyney University National Alumni Association Philadelphia Chapter.
 - Provide faculty to lead college assessment prep courses
 - Provide staff to conduct co-curricular, wellness and early college transition workshops.

Budget

- The Center for Black Educator Development
 - Funding amount \$162,000

- Temple University
 - Funding amount \$114,000
- Drexel University
 - Funding amount \$82,325
- Cabrini University
 - Funding amount \$56,000
- West Chester University
 - Funding amount \$50,604
- Arcadia University
 - Funding amount \$13,800
- Cheyney University
 - Funding amount \$10,550

Total Amount Awarded: **\$489,279***

*School District of Philadelphia (SDP): Please note that SDP will charge each institution a 5.21% fee to cover administrative costs. This does not change the total amount of \$489,279.

Appendix C
Payment Terms, Responsibilities and Contact Information

1. PROJECT OFFICER: The person designated to act for the Commonwealth in managing this contract is:

Dr. Debra Heath-Thornton, Director
 Bureau of School Leadership and Teacher Quality (BSLTQ)
 333 Market Street, 12th Floor
 Harrisburg, PA 17126
 Telephone Number: (717) 783-██████████ FAX Number: (717) 783- 6736
 Email: ██████████@pa.gov

2. PAYMENTS: Except as indicated herein, invoices shall be paid promptly by the Commonwealth with payment sent to:

School District of Philadelphia
 440 North Broad Street
 Philadelphia, PA 19130

Terms of Payment:

In consideration of the project to be undertaken by the School District of Philadelphia (SDP) the Department grants to the School District of Philadelphia (SDP) a sum of \$489,279 (5.21% of which is to cover overhead cost for the SDP) to be allocated to IHE recipients of the Aspiring 2 Educate grant.

IHEs or Partners will submit invoices the Grantee by the 1st of the month. Grantee, will invoice PDE on or before the 15th of the month. PDE will aim to process all invoices by the 30th for payment the following month.

Grantee shall provide the Department with invoices based on the following Payment Schedule:

July	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
August	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
September	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
October	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
November	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
December	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
January	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP
February	1 st IHE invoice SDP	15 th SDP invoices PDE	30 th PDE will process payments to SDP

3. INVOICES:

Grantee must mail invoices to the following address:

Commonwealth of PA – Grant Invoice
Bureau of School Leadership and Teacher Quality (BSLTQ)
PO Box 69183
Harrisburg PA 17106

4. FISCAL REPORTING:

The Grant Recipient shall submit the following fiscal reports:

- All IHEs and the Center for black Educator Development will submit a tool kit draft that outlines their work and contribution for the duration of the grant period.
- Tool kit will be due collectively from all grantees on December 31, 2020.
- Final Report shall be submitted by December 31, 2020.

Any unexpended funds remaining at the end of the grant period must be returned to the Department of Education. The fiscal reports must be submitted to:

Dr. Debra Heath-Thornton
PA Department of Education
Bureau of School Leadership and Teacher Quality (BSLTQ)
333 Market Street, 12 Floor
Harrisburg, PA 17126-0333

5. FUNDING LEVEL

a. **THE TOTAL COST TO THE COMMONWEALTH UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

b. **FUNDING INCREASE** – If the Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 6 (“Funding Adjustments”).

c. **FUNDING DECREASE** – The Commonwealth reserves the right, at its sole discretion, to reduce the total cost of this Agreement when:

- (1) During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; **or**
- (2) The Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Commonwealth after Execution of this Agreement hereunder; **or**
- (3) The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 6 (“Funding Adjustments”).

d. **UNEXPENDED FUNDS** – The Grantee understands and agrees that unexpended funds which are subject to the Tydings Amendment (20 U.S.C. §1225) may be carried over into the school year following the term of this Agreement. Regarding funds that are not subject to Tydings and which remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the project’s ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.

e. **WITHHOLDING OF FUNDING.** Without limitation of any other remedies to which it is entitled hereunder or at law, the Commonwealth shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, for any of the following reasons, without limitation:

- (1) failure of Grantee to fulfill in a timely and proper manner its obligations hereunder;
- (2) violation of laws, regulations or polices applicable to the grant or to the implementation of the project funded under this Grant Agreement; and
- (3) misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Grant Agreement.

6. FUNDING ADJUSTMENTS

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase:**

- (1) The Commonwealth shall notify the Grantee in writing of any funding increases under this Agreement.
- (2) Upon receipt of this notice the Grantee shall revise and submit to the Commonwealth a revised Program Summary Budget and if necessary, any revised pages of the Narrative which shall reflect the increase of funds.
- (3) Funding increases will take effect upon Commonwealth's receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease:**

- (1) The Commonwealth shall notify the Grantee in writing of any funding decreases.
- (2) Funding decreases will be effective upon receipt by the Grantee of the Commonwealth's funding decrease notice.
- (3) Funding decrease notices shall be incorporated in and made part of this Agreement.

c. **Transfer of funds among cost categories and/or object codes:**

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.

APPENDIX D
Addendum to PDE Master Standard Terms and Conditions
The School District of Philadelphia
Special Terms and Conditions

1. *Governmental, Official, and Other Immunities.* Any other provision of this Grant Agreement to the contrary notwithstanding, including but not limited to the provisions of the PDE Master Standard Terms and Conditions available at www.education.state.pa.us (the “PDE Terms”) Sections 6 and 22.b., the School District of Philadelphia (the “School District”), its officers, employees and agents and the members of the School Reform Commission and the Board of Education, retain their statutory, governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), including under 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents, or for the members of the School Reform Commission and Board of Education, any other defenses or immunities available to it or any of them.

2. *School District Self-Insurance.* The provisions of PDE Terms, Section 16 to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District may self-insure, and does self-insure, for the insurance risks and coverages otherwise required under this Agreement. The School District has the right to discontinue its self-insurance programs in its discretion, provided that if the School District elects to place one or more of the coverages otherwise required under this Grant Agreement with an insurance carrier, then, unless otherwise approved by the Commonwealth in writing, the School District shall, at its sole cost and expense, procure and maintain in full force and effect, insurance coverage covering the performance of the services, place such coverage or coverages, in compliance with the types and minimum limits of insurance otherwise specified in the Grant Agreement.

3. *Confidentiality and Privacy Rights.* Any other term, covenant or condition of the Grant Agreement to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District remains subject to certain applicable laws providing privacy and confidentiality rights to third parties, including students attending the School District schools, and their parents. The School District shall not have an obligation to make information available to the Commonwealth under this Grant Agreement in violation of any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as to any records and information, in whatever form or format received, pertaining to individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of early intervention, special education services or supplemental education services, social security or public benefits, or information as to race, ethnicity or disability. Further, with regard to any reports, studies or other works developed in the course of this Grant Agreement, or as a result thereof, the Commonwealth shall not publish confidential information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, the parent or guardian thereof.

This Addendum, when attached to any Grant Agreement between the Pennsylvania Department of Education and the School District of Philadelphia, is incorporated in and made a part of said Grant Agreement.