

SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) dated on this 1st day of March, 2022

BETWEEN:

Bernards Township School District of 101 Peachtree Road, Basking Ridge, NJ, 07920

(the “Client”)

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the “Contractor”)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SECTION I:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) as outlined in the attached Statement of Work.

Term of Agreement

- 2. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination of Agreement

- 3. Either party may terminate this agreement by providing thirty (30) days written notice to the other party.
- 4. If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditures due for payment after the date of termination for commitments reasonably made and incurred by Contractor related to the rendering of Services prior to the date of termination.
- 5. Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Performance

- 6. The Parties agree to do everything necessary to ensure that the Terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

8. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor not to exceed \$40,000. The Client is responsible to make payments for services rendered. The payment schedule below will be in effect under the understanding of a contract start date no later than March 1, 2022. The Contractor will bill monthly for services according to the Statement of Work and will submit an invoice with corresponding purchase order for each payment.
 - a. March 1, 2022: \$5,000
 - b. April 1, 2022: \$5,000
 - c. May 1, 2022: \$5,000
 - d. June 1, 2022: \$5,000
 - e. July 1, 2022: \$5,000
 - f. August 1, 2022: \$5,000
 - g. September 1, 2022: \$5,000
 - h. October 1, 2022: \$5,000
9. Payments are expected within 30 days of Client's receipt of a valid invoice and purchase order. The Contractor reserves the right to pause services/deliverables if payments are not made within 45 days of Client's receipt of a valid invoice and purchase order.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

11. The Contractor will not be reimbursed for expenses incurred by the Contractor in conjunction with providing the Services of this Agreement unless pre-authorized.

SECTION II:

Additional Resources

1. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - a. The Client will communicate with stakeholders and provide input to the Contractor throughout the process.

Confidentiality

2. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client and the business of the Contractor which would reasonably be considered to be proprietary to either party including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and/or Consultant and where the release of that Confidential Information could reasonably be expected to cause harm to the parties involved.
3. Both the Contractor and the Client agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the party has obtained, except as authorized by the disclosing party. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
4. All written and oral information and materials disclosed or provided by the Client or Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the receiving party.

5. Any confidential information exchanged will be handled with reasonable care and distributed to stakeholders on a need to know basis.

Non-Competition

6. Other than with the express written consent of the Contractor, which will not be unreasonably withheld, the Client will not be directly or indirectly involved with a business which is in direct competition with the particular business line of the Contractor, divert or attempt to divert from the Contractor any business the Contractor has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement and will continue for five (5) years from the date of such expiration or termination.

Non-Solicitation

7. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
8. During the Term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
 - a. Induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. Otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
 - d. Solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials and Intellectual Property

9. All findings and related materials (the "Report") including any related work in progress that is developed or produced under this Agreement, will be the property of the Client. The use of the Report by the Client will not be restricted in any manner.
10. The Contractor may not use the Report for any purpose other than that contracted for in this Agreement except with the written consent of the Client.
11. All Intellectual Property belonging to the Contractor will remain the property of the Contractor.

Return of Property

12. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

13. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

14. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336
 - b. Bernards Township School District of 101 Peachtree Road, Basking Ridge, NJ, 07920

c. Or to such other address as any Party may from time to time notify the other.

Indemnification

15. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors, and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

18. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

19. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Severability

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Mandatory Affirmative Action

21. During the performance of this Agreement, Contractor agrees to comply with the State of New Jersey's mandatory affirmative action requirements, which are attached hereto as Exhibit A.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of March, 2022.

Bernards Township School District

Signed: R McLaughlin

Rod McLaughlin, Business Administrator

Date:

2/28/22

US², Inc.

Signed: Megan Fuciarelli

Name: Megan Fuciarelli

Title: Founder & CEO

Date: March 1, 2022

STATEMENT OF WORK #1

THIS STATEMENT OF WORK (the “SOW”) dated on this 1st day of March, 2022

BETWEEN:

Bernards Township School District of 101 Peachtree Road, Basking Ridge, NJ, 07920

(the “Client”)

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the “Contractor”)

Program: Equity Audit

Purpose: Assess current reality of stakeholder perceptions and provide opportunities for growth toward becoming a more equitable and inclusive school district

April/May, 2022 Up to 10 Bernards Township Leadership Members One (1) US ² Consultant	Coaching & Collaboration with Bernards Township Leadership Team: Focus on hopes/aspirations and finalize the process of gathering information from stakeholders. (See Appendix A for Educational Equity Audit overview for potential facets of focus – our recommendations based on purpose are highlighted)
May/June 2022 Up to 5,000 Surveys Disaggregated Two (2) US ² Consultants	Gathering Information from Bernards Township Stakeholders: Questions will be crafted for both the survey and focus group interviews. Once crafted, the survey will be compiled via US ² and a link will be provided to Bernards Township School District to share with stakeholders. A focus group schedule will be crafted in partnership and interviews will be facilitated to gain additional insight. <ul style="list-style-type: none">• District Focus Groups: up to 6 hours• Elementary Focus Groups: up to 6 hours• Middle School Focus Groups: up to 4 hours• High School Focus Groups: up to 4 hours
July – September, 2022	Findings report: A report will be crafted highlighting the findings as well as strategies to address the findings. Findings report will include four sections: District Analysis, Elementary Analysis, Middle School Analysis, and High School Analysis

Facility:

Bernards Township School District will arrange for virtual conference room (Zoom preferred) and provide information to US² prior to the day of event for preparations.

Timeline:

Pending an approval date no later than March 1, 2022, the following timeline will be adhered to:

- Upon contract execution: Project start-up and preparations
- Early April 2022: Meet with Leadership Team to discuss goals/expectations and craft process
- May 2, 2022: Provide Survey and Focus Group Questions for Review; Meet with Building Leaders to solidify processes and expectations
- May 16, 2022: School Schedule/Self-Assessment Deadline
- Later May - June, 2022: Interviews Conducted
- June 10, 2022: Survey Deadline
- July 15, 2022: Recommendations/General Findings presented to Bernards Township Leadership Team before crafting full report
- September 30, 2022: Written Report presented to Bernards Township School District for review
- October 17, 2022: Meeting with Bernards Township School District to review findings of Report

If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please sign and date this agreement in the space printed below, return, and make a copy for your files. We will then send an invoice for processing.

Bernards Township School District:

Signed: R McLaughlin

Rod McLaughlin, Business Administrator

Date:

2/28/22

US², Inc.

Signed: Megan Fuciarelli

Name: Megan Fuciarelli

Title: Founder & CEO

Date: March 1, 2022

US² Consulting

Understand Self | Unite Society Educational Equity Audit

In order to reach your goals, it is critical to assess your current reality. Oftentimes, when immersed in an environment, it is difficult to provide an authentic assessment. As a third party focused specifically on issues of equity and inclusion, US² provides educational equity audits to serve as a foundation in understanding strengths and areas for improvement within school systems. All audits are customized specifically to the client and have the potential to include the following facets:

- Pedagogy
 - Critical Practices
 - Classroom Culture
 - Family & Community Engagement
 - Instruction
 - Teacher Leadership
 - Teacher Evaluation Tools
 - Danielson
 - Marzano
 - 5D/5D+
- Curriculum
 - ELA (using CCSS)
 - Math (using CCSS)
 - Social Studies (using C3 frameworks)
 - Science (using NGSS)
 - Technology
 - SEL (using CASEL competencies)
- Policies/Procedures
 - Board Policies
 - Discipline Practices
 - Disproportionality
 - Special Education
 - Programming (Honors, etc.)
 - Personnel (Staffing)
- Stakeholder Culture (Perception Data)

Once above areas are identified for inclusion, an outlined proposal will be provided with specific content to be covered and assessed.

In order to gather information for the equity audit, we arrange time in both individual buildings as well as district office. In order to address all components addressed above, we will meet with the following groups at each of the schools to be included in the audit:

- 3 hours of classroom/PLC observations (if requested and available)
- 1-2 hours with groups (chosen in conjunction with focus areas)
 - Parents
 - Students
 - Community Partners
 - School Leadership
 - Humanities
 - STEM
 - SEL (Counselors, Social Workers, Psychologists)
 - Academic Supports (SpEd, ELL, Gifted/Talented)
 - Classroom Teachers (Instructional Staff)

In addition to meeting with individual schools, we will also meet with focus groups at the district office level. These groups include:

- 1-2 hours with groups (chosen in conjunction with focus areas)
 - Board Members
 - Leadership (Council)
 - Curriculum and Instruction
 - Policy Subcommittee
 - Human Resources
 - Technology
 - Special Services

Please note that all interviews/focus groups will be conducted virtually through online platforms (of the district's choosing). If classroom visits are requested, this would be in-person and separate from the focus group interviews.

Once information is collected through client submission, surveys, focus groups, and interviews, a report will be crafted that includes all raw data, a synthesis of the data, findings, and recommendations to address areas of deficit. The full report is typically available within two months after completing all data collection.