

FY12 Scope of Work Kuumba Academy Charter School		
SERVICE	DELIVERABLES	TOTAL PRICING
Model School Tours	<b>Model School Tour</b> to Russell Byers in Philadelphia for seven people including transportation by car or Septa to and from the school, lunch, materials and tour facilitated by Expeditionary Learning	\$250
Charter Expansion Support: Narrative Preparation and Writing	<p><b>Work plan and timeline</b></p> <ul style="list-style-type: none"> <li>• Collaborative development of a work plan and timeline of deliverables to ensure all tasks are completed in a timely manner to allow for review of the leadership and Board, relative to state-mandated deadline.</li> <li>• Regular meetings with leadership and appropriate board members will be conducted to monitor and evaluate progress of action plans</li> </ul> <p><b>Application development, document preparation and submission*</b></p> <ul style="list-style-type: none"> <li>• Develop narrative response for every section of the expansion application using content and documents provided by the Board and current school leadership team, reflective of the school model selected by Kuumba, and drawing on the expertise of all staff members at Innovative Schools, including technology plan, budget projections, marketing plan and collaborative feasibility study.</li> <li>• Conduct a full application final review protocol with Innovative Schools' staff, school leadership, and Kuumba Board to ensure cohesion of the narrative. Complete all required revisions.</li> <li>• Prepare all of the final expansion application documents for submission; both hard copy and electronic.</li> </ul> <p><b>Mock Interviews</b></p> <ul style="list-style-type: none"> <li>• Facilitate mock interviews for the Board using a panel of local educators and charter school advocates and/or questions from DDOE in preparation for the Charter School Accountability Committee hearing. The panel will prepare the Board for their interview with the Charter School Accountability Committee.</li> </ul> <p>*Please Note: The Kuumba Board and leadership team is responsible for providing necessary information such as financials and test and enrollment data. Innovative Schools is not responsible for validating the provided data, nor is Innovative Schools responsible for the accuracy of the data provided.</p>	\$20,000

<p><b>Charter Expansion Support: Curriculum Alignment</b></p>	<p>Alignment of curriculum to Common Core or Delaware Prioritized Standards including a description of course materials and a curriculum map for each required subject area in each grade to be aligned.</p> <p>An Innovative Schools instructional specialist will develop a curriculum map using the DDOE recommended format for each required subject area in each grade level, grades 6-8. The work will be based on conversations with teacher leaders at Kuumba and course materials and will demonstrate alignment to standards in the format preferred by DDOE. If a specific school design is selected by Kuumba, then curriculum documents will reflect that model.</p> <p>Innovative Schools will also embed three DDOE pre-approved units of instruction or develop units of instruction of a caliber acceptable to DDOE in each required content area.</p> <p>Content areas include:</p> <ul style="list-style-type: none"> <li>• English Language Arts</li> <li>• Mathematics, grades 6-8</li> <li>• Science (using Science Coalition Materials)</li> <li>• Social Studies (using Delaware Recommended Curriculum)</li> <li>• Physical Education</li> <li>• Health</li> <li>• Visual Arts</li> <li>• Performing Arts</li> <li>• Spanish</li> </ul>	<p>\$25,000</p>
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**PRICING IS VALID FOR 30 DAYS FROM THE DATE OF THE PROPOSAL.  
PROPOSAL DATE: March 14, 2012**



750 Stanton Christiana Rd.  
Newark, DE 19713  
Tel: 302 998 2848  
Fax: 302 998 0913

### TRANSPORTATION CONTRACT

This AGREEMENT is made August 1, 2012, by and between the Kuumba Academy Charter School, 519 North Market Street, Wilmington, Delaware 19801, and FIRST STUDENT, INC., a Florida Corporation, Tax ID Number 65-0005982.

WHEREAS, FIRST STUDENT agrees to furnish transportation to students attending the Kuumba Academy Charter School after school programs agree to compensate FIRST STUDENT for transportation services under the following terms and conditions:

Term of CONTRACT: From August 1, 2012-July 31, 2013

2) Number of Routes and schools served:

(4) Home to School, School to Home routes

Terms of FIRST STUDENT Compensation:

The price for the route without an aide is \$210.00 per day/per bus.

The price for the route with an aide is \$260.00 per day/per bus.

Buses for your local field trips will be \$47 per hour.

Buses for your out of town field trips will be \$62 per hour.

Kuumba Academy Charter School shall have the right to approve each route and to determine if each individual route requires the need for a bus monitor and can cancel the bus monitor at which time they are deemed unnecessary for the route. Kuumba Academy Charter School will only be billed for bus/monitor services that are rendered for the month.

All extracurricular charters will be billed according to the First Student billing template. The template takes into consideration mileage, maintenance, fuel, driver's wages and profitability.

A quote will be provided Kuumba Academy Charter School prior to confirmation and booking of the extracurricular bus.

The Kuumba Academy Charter School will be billed each month by First Student, Inc for the amount of days service was rendered for the month.

3) FIRST STUDENT agrees to comply with all Delaware state as well as Federal and any local statutes applicable to the transportation of school children.

4) FIRST STUDENT warrants that vehicles used by it in the performance of this CONTRACT shall be fit for the purpose they are intended and that the drivers operating them shall be duly licensed and capable of performing the duties required herein. Kuumba Academy

A FirstGroup America Company  
[www.firststudentinc.com](http://www.firststudentinc.com)

Charter School shall have the right to require a criminal background and motor vehicle violation check on each driver and monitor, and First Student shall provide a roster of bus drivers and monitors to the Kuumba Academy Charter School.

5) The Kuumba Academy Charter School warrants that it shall not terminate the CONTRACT prior to expiration, unless FIRST STUDENT has failed to materially perform its expressed duties.

6) FIRST STUDENT shall be excused from performance when or acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for the purpose of emergency repairs, strikes, or any other industrial, civil or public disturbances of any type or nature whatsoever cause the inability to perform any requirements of this Contract. Contractor is relieved of any liability or costs incurred by the Kuumba Academy Charter School its employees, agents, offices and any members thereof, for its inability to perform under the circumstances contained in this provision.

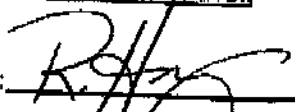
7) FIRST STUDENT shall indemnify, defend and hold harmless the Kuumba Academy Charter School its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from acts or omissions of First Student, its agents servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages, sustained by former FIRST STUDENT employees arising out of their employment with First Student in its performance of this Contract during the term hereof. The Kuumba Academy Charter School shall indemnify, defend and hold harmless FIRST STUDENT, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the Kuumba Academy Charter School, its agents, servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages sustained by former Kuumba Academy Charter School employees arising out of their employment with the Kuumba Academy Charter School or the termination thereof by the Kuumba Academy Charter School.

8) This Contract contains the entire agreement and understanding between Kuumba Academy Charter School and FIRST STUDENT. There are no additional promises or terms other than as contained in this Contract Document. This Contract may not be modified except in writing signed by the parties or by their authorized representatives.

9) The contract shall not be assigned or any part subcontracted without the written consent of the Kuumba Academy Charter School.

10) Kuumba Academy Charter School will be granted copies of the Department of Transportation driving credentials of the drivers who provide service for their students.

FIRST STUDENT, INC.

By:   
Printed Name: Reginald Henry  
Attest:  
By: \_\_\_\_\_

Kuumba Academy Charter School

1951 N. Market Street

Wilmington, Delaware 19801

By: 

Printed Name: Sally Maldonado

Attest:

By: \_\_\_\_\_

**Michelle J. Lambert, CPA LLC**  
**Consultant and Certified Public Accountant**

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1601 Concord Pike, Suite 66  
Wilmington, DE 19803  
Phone: 302-319-5181  
Fax 302-397-2510

[michelle@michellejlambertcpa.net](mailto:michelle@michellejlambertcpa.net)

June 25, 2012

Board of Directors  
Sally Maldonado, Head of School  
Kuumba Academy Charter School  
519 N Market St  
Wilmington, DE 19801

Dear Ms. Maldonado,

Michelle J. Lambert, CPA LLC is pleased to provide Kuumba Academy (hereinafter "client", "you" or "your") with the professional services described below. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Michelle J Lambert CPA, LLC (hereinafter "we", "service provider" or "our") will work closely with you and your staff to provide the administration and board of directors with informative internal financial statements which will enable these groups to make effective financial decisions for Kuumba Academy and accounting support. In addition, we will make internal control recommendations to help ensure adequate safeguarding of your assets.

**Scope of Engagement**

**A. FSF Facilitation:**

- Serve in the Internal Accounting Role in First State Financials (FSF) and in the Reconciler Role for the P Card. These roles include processing Accounts Payable, Requisitions, Accounts Receivables, and Reconciling the P Card Transactions.
- Monitor assignment of appropriation and finance codes.
- Conduct FSF reconciliations-weekly and monthly
- Assist with local billing to school districts for student enrollment purposes

**B. Board and DOE Reporting**

- Prepare monthly board report-hard copy and web report

- Assist management with the development of accounting/financial policies and procedures.
- Attend board meetings as needed to discuss budget/financial reports
- Compile annual financial report and final financial reports for federal projects
- Compile GAAP reports for internal management, board and external auditors use.
- Recommendations on maximizing existing funds to create effective budgets.
- **Federal Grant Tracker:** Based on school eligibility, utilize a proprietary tool to efficiently track school operating expenses to appropriate federal programs. This method will assure regulatory compliance and increased flexibility in the use of non-restricted state and local money.

A compilation is limited to presenting in the form of financial statements information that is a representation of management. We will not audit or review the financial statements and, accordingly, will not express an opinion or any form of assurance on them. Your financial statements are intended solely for the information and use of management and the board of directors and are not intended and should not be used by any other party.

Should you require financial statements for third party use, we would please to discuss with you the requested level service. Such engagement would be considered separate and not deemed a part of the services in this engagement.

**C. PHRST and HR Records Facilitation (with assistance from Kuumba Academy Office Assistant)**

- Set up personnel files for school employees prior to school year
- Submit payroll sheets and registers to Kuumba Academy for verification/approval
- Update benefit enrollment, employment or personal status changes as needed
- Submit online corrections to PHRST for benefits/payroll-time and labor
- Collect time sheets from Kuumba Academy and submit payroll for reported time for regular pay/sick/vacation/unpaid leave/short term disability/professional development.
- Disseminate PHRST and State Office of Management alerts to Kuumba Academy
- Coordinate and organize open enrollment of benefits with school employees

We will not perform management functions or make management decisions on your behalf. However, we may provide advice and recommendations to assist your management in performing its functions and making decisions.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may

necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

### **Client Responsibilities**

You authorize us to accept instructions from your representative for this engagement.

As a condition to us performing the services described above, you agree to:

- Make all management decisions and perform all management functions, including determining account codings and approving all proposed journal entries
- Designate an individual who possesses suitable skill, knowledge, and/or experience to oversee the services
- Evaluate the adequacy and results of the services performed
- Establish and maintain internal controls over the procedures and monitor ongoing activities. Although, we will assist management in developing accounting policy, procedures and internal controls, the responsibility to implement and monitor such policies resides with your management.

You agree that your management and employees are responsible for the proper recording of transactions in the records, for the safekeeping of assets, and the accuracy of the financial statements. We have no responsibility to identify or communicate deficiencies or material weaknesses in your internal control as part of this engagement.

### **Our Firm Responsibilities**

We will perform the services in accordance with the Statement on Standards for Consulting Services and applicable professional standards promulgated by the American Institute of Certified Public Accountants.

This engagement letter is limited to the professional services outlined above. Michelle J. Lambert, CPA LLC, in its sole professional judgment and with reasonable discretion, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions.

The above professional services will be performed based on data and information you provide to us. We will not verify or audit this information. We will not audit or review your financial statements. Therefore, my engagement cannot be relied upon to disclose errors, fraud, or theft.

### **Timing of Engagement**

We will begin the above engagement on July 1, 2012, and will conclude on June 30, 2013 or upon termination of the engagement if earlier.

### **Fees and Billings**

Our fees for the services outlined above will be billed monthly at the standard fixed flat billing rate of \$4,000 per month (\$48,000.00 per annum). Invoices are due upon presentation and will be presented at the beginning of each month for the preceding month of service. Our fee is based upon the complexity of the work to be performed and our professional time to complete the work. Additionally, this fee is dependent on the timely delivery, availability, quality, and completeness of the information provided to us.

If payment is not received by the due date and within 5 business days after written notice has been provided to Kuumba Academy that payment was not received on the due date, we reserve the right to suspend or terminate our work. If our work is suspended or terminated as a result of Kuumba Academy's non-payment, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that might be assessed against you resulting from the failure to meet such deadlines, and for any other damages (including consequential damages) incurred as a result of the suspension or termination of our work.

### **Termination and Other Terms**

We reserve the right to withdraw from this engagement without completing the work if you fail to comply with the terms of this engagement letter and upon 30 days written notice and lapse of any cure period. If any portion of this agreement is deemed invalid or unenforceable, the finding shall not invalidate the remainder of the terms set forth in this engagement letter.

This Agreement may be terminated by either party with a 60 day written notice to terminate with or without cause at any time.

Termination will not affect the rights or obligations or the parties accruing prior to or on termination or which by their nature are intended to survive termination. Where termination of this Agreement is due to any failure by either the Client or the Service Provider to perform its obligations under this Agreement, affects completion of the Accounting and Financial Services, the parties shall mutually agree on a resolution as to any reimbursement or adjustment of Service Fee, based on payments received or the value of the work performed up to the date of termination. Any such recompense due to early termination shall be limited to the specified Service Fee so affected. Michelle J. Lambert, CPA LLC agrees to indemnify Kuumba Academy from and against damages to the extent caused by Michelle J. Lambert, CPA LLC's negligent acts, error or omissions. In the event of any failure to agree the provisions of the following dispute procedure shall apply.

**DISPUTE RESOLUTION:** Without preventing either party from seeking immediate injunctive relief in the case of any breach or threatened breach of this agreement, any



dispute arising in relation to this Agreement will be dealt with in accordance with the following procedure.


*Negotiation:* The parties shall make genuine efforts to resolve the dispute by negotiation between them (ensuring the dispute is internally escalated to the appropriate levels of management as required).

*Arbitration:* If mediation fails, the parties shall refer the dispute to arbitration in accordance with the following:

- a. The arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (such organization, the "AAA" and such rules, the "AAA Rules");
- b. The arbitrators shall be three (3) neutral persons selected by agreement of the parties or, failing such agreement in the thirty (30) day period after the initial list of available arbitrators has been provided to both parties by the AAA, in accordance with the AAA Rules. Unless otherwise agreed in writing by the parties, two arbitrators shall be a Certified Public Accountant with public accounting experience that is not serving either party and that has experience with long term project contracts and one arbitrator shall be an experienced business attorney with experience in non-profit and public accounting transactions and contracts. If the amount in dispute is less than two hundred fifty thousand dollars (\$250,000), the arbitration shall be conducted by one arbitrator who shall be an experienced business attorney with experience in public accounting for non-profit organizations transactions and contracts.
- c. The arbitration proceedings shall take place in Wilmington, Delaware.

We appreciate the opportunity to be of service to Kuumba Academy. Please date and sign the enclosed copy of this engagement letter and return it to me to acknowledge your agreement with these terms. It is our policy to initiate service after we receive a signed copy of this engagement letter from you.

Very truly yours,




Michelle J Lambert CPA  
Managing Principal  
Michelle J Lambert CPA LLC

APPROVED:

Kuumba Academy

Authorized Officer

Title of Officer Head of School



Date

7-20-12

**AGREEMENT FOR THE PROVISION OF  
SPEECH THERAPY SERVICES FOR  
KUUMBA ACADEMY CHARTER SCHOOL**

**Program:** 2012-2013 school year  
**Services:** Speech and Language Therapy services for Kuumba Academy  
**Vendor:** Susan Kushmeider Burton, Speech/Language Pathologist

**AGREEMENT**

This Agreement is made as of this 20<sup>th</sup> day of July, between Susan K. Burton, Speech/Language Pathologist, hereinafter referred to as the "Vendor" and the Kuumba Academy, hereinafter referred to as the "School."

**WITNESSETH**

Whereas, the vendor is an independent contractor which provides therapy services to meet the needs of the School's students with educational disabilities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and intending to be legally bound, said parties do hereby mutually covenant and agree as follows:

**A. Responsibilities of the Vendor:**

1. The Vendor shall provide necessary documentation to the School that:
  - a. its therapist is properly licensed by the State of Delaware to perform speech and language therapy; and
  - b. it has obtained liability insurance coverage applicable to such activity in (a) above; and
  - c. its therapist who shall be working with the school students has recently taken a Mantoux tuberculin test with a negative or inactive positive result prior to initiation of work under this contract; and
  - d. the therapist who shall be working with the School's students has recently procured a criminal background check that showed the employee to be without convictions; and
  - e. the therapist who shall be working with the School's students has recently submitted a Child Protection Registry Check; and
  - f. has a valid Delaware business license.
2. It is acknowledged by both parties that the School is retaining the Vendor as an independent contractor for the purposes set forth in the Agreement. The School

shall make no deductions from its payments to the Vendor for income, wage or Social Security taxes. The Vendor shall comply with federal, state or local laws, Social Security acts, unemployment compensation acts and worker's compensation acts that are applicable to carry out the purposes of this Agreement.

3. The Vendor shall secure and pay for all fees and licenses specifically necessary to perform his/her duties as required by this Agreement.

#### **B. Provision of Services**

1. The Vendor is to provide the School speech therapy services, including conducting evaluations, report writing, providing individual and/or group therapy and consulting and interacting with teachers, para-educators, parents, and other interested individuals, both directly and indirectly.
2. The Vendor shall provide services described in Paragraph (B) above in 2011-2012 school year as follows:  
Speech Therapy: average of 17 hours per week at \$74.16 per hour.  
(approximately 635 hours for regular school year)
3. School and Vendor agree that therapy service requirements for the extended school year program summer 2013, if needed, will be determined during the term of this agreement and mutually agreed upon in writing.
4. School will provide the Vendor with a private room in which to conduct therapy and evaluation services. Additionally, School will provide exclusive use of two locking file cabinets to maintain confidential files and materials as well as a desk, computer, printer and table and chairs for students.
5. School shall provide Vendor prior notice of field trips and school cancellations through either a written calendar of events or electronic notification.

#### **C. General Provisions**

1. The Vendor agrees to indemnify and hold harmless the School and its officers, agents and employees against all liabilities, claims, demands and causes of action of every kind or character, including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or are caused by any act or omission of the Vendor.
2. The School agrees to indemnify and hold harmless the Vendor and its officers, agents and employees against all liabilities, claims, demands and causes of action of every kind or character, including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or caused by any act or omission of the School, its agents or employees.

#### **D. Compensation**

1. Pursuant to this Agreement, the School shall pay the Vendor a total not to exceed the amount of \$46,350 for Speech Therapy services during the 2012-2013 school year.
2. Applications for payment shall be submitted monthly by the Vendor to the School in writing, itemizing the date, time and location of services provided and the kinds of services rendered.

3. School shall provide to the Vendor monthly payments for services rendered within 14 days following submission of billing statements. A late fee of three percent will be added to payments which exceed the 21<sup>st</sup> day of the billing cycle.

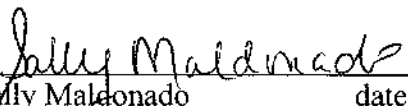
**E. Termination**

Either party upon thirty (30) days advance written notice may terminate this Agreement.

**F. Terms**

This Agreement shall commence on \_\_\_\_\_ and expire  
on \_\_\_\_\_.

\_\_\_\_\_  
Susan Kushmeider Burton                      date  
Speech/Language Pathologist  
207 Sorrel Drive  
Wilmington, DE 19803  
(302)478-2665

  
\_\_\_\_\_  
Sally Maldonado                                      date  
Head of School  
Kuumba Academy  
519 North Market Street  
Wilmington, DE 19801  
(302) 472-6450

PHYSICAL/OCCUPATIONAL/SPEECH THERAPY CONTRACT  
SCHOOL AND/OR HOSPITAL

THIS AGREEMENT, made this 4 day of August 2011, between  
PHYSICAL THERAPY SERVICES, INC. T/A THERAPY SERVICES OF  
DELAWARE, INC. ("TSD") and Kiumba Academy hereinafter  
called ("Facility").

RECITAL

TSD is prepared to assume responsibility to provide physical/occupational/speech therapy for Facility. TSD supplies physical/occupational/speech therapy professionals ("Therapists") to provide such services. Therapists providing services will be licensed in the state in which they provide services.

1. Relationship Between TSD and Facility.

1.1 It is understood and agreed between TSD and Facility that the relationship between them shall be an independent contractor relationship.

1.2 It is understood and agreed between TSD and Facility that Facility is relying on the professional skills of the Therapists, who are the independent contractors of TSD.

2. Services to Be Provided

2.1 The Therapists shall furnish and provide patient therapeutic care, and shall perform such duties and responsibilities as defined for an " (PT/OT/ST) Therapist" in the State of Delaware, New Jersey, Maryland and/or Pennsylvania.

2.2 The Therapists shall provide services in accordance with the ethical and professional standards of their profession.

3. Term

3.1 The terms of this Agreement shall be from the date of this Agreement and shall terminate on the 30 day of August 2012.

3.2 The Facility may renew this contract for an additional term by notifying TSD in writing 50 days prior to termination.

#### 4. Compensation

4.1 TSD shall receive remuneration from the facility for services rendered by Therapists hereunder at the rates set forth on Schedule "A" attached hereto.

4.2 All bills/invoices for payment shall be in writing itemizing the time, place and location of work performed and shall be submitted to Facility on or before the 10<sup>th</sup> day of each month.

4.3 Payment for services rendered shall be made within thirty (30) days of submission of bill. Bills will be submitted to contractor on a monthly basis. Past due payments shall be charged 10% per month on balance due.

4.4 In the event the facility directly engages the service of any Therapist referred by TSD during the term of this Agreement or within 6 months following the termination of this Agreement, the Facility agrees to pay to TSD a fee of Five Thousand Dollars (\$5,000) compensation.

#### 5. Obligations of Facility

The Facility hereby covenants and agrees to provide the following:

5.1 All pertinent information on file for each patient/child including:

- Name
- Birth date
- History-Medical
- Names of other therapists/teachers working with patient/child
- Name of doctor (s) of patient/child

5.2 A copy of the signed parent permission for screening evaluation, and treatment of the child by the therapist.

5.3 A current copy of a physicians' referral before screening, evaluation, and treatment of each patient/child for physical therapy treatment, in accordance with the state regulations.

5.4 Facility shall notify the Therapist when field trips are scheduled and otherwise avoid conflicts of scheduling. The Therapist may adjust the daily schedule when necessary.

6. Therapists

6.1 Therapists will provide their own equipment, as necessary.

6.2 Therapists will provide a copy of all pertinent reports and notes written about each child to the Facility or child's parent only.

6.3 Therapists will provide a summary of services and completion of the contract term.

6.4 All physical/occupational/speech therapists will abide by Facility's policy for referring children for therapy services.

7. Miscellaneous

7.1 This Agreement cannot be changed, modified or amended in any respect except by written agreement signed by both parties.

7.2 This Agreement shall be governed by the laws of the State of Delaware.

7.3 This Agreement cannot be assigned without the consent of both parties.

The parties hereto, intending to be legally bound hereby have executed this Agreement the day and year first written above.

PHYSICAL THERAPY SERVICES, INC.  
T/A THERAPY SERVICES OF DELAWARE, INC.

*August Lottens MEd PT.*

President

*OT Services - \$70.00/hour*

FACILITY

*Sally McDermott, Head of School*

Title

## NORBETO RIVERA

My mission is to provide each and every customer with "Service Excellence". We will use every possible means at our disposal to provide our customers with clean, safe and well run cleaning operations. Operations that leave our customers with satisfied tenants. Tenants who know that on those rare occasions when cleaning issues arise, our team of **Customer Service Professionals** will respond quickly. By communicating clearly and often, our **Quality Assurance Managers** will be available to resolve event the smallest issues in a prompt, courteous and professional manner.

**"SERVICE EXCELLENCE"**

Sally Maldonado  
Kuumba Academy

July 1, 2012  
Date

Norberto Rivera  
Norberto Rivera

July 1, 2012  
Date



I know that quality service begins with quality people; therefore, the selection of my work is the highest priority. The cleaning tasks that I will perform include, but are not limited to the following:

- Carpet vacuuming
- Bathroom cleaning and disinfections
- Maintaining the upkeep of the floor

The following tasks are performed on a daily, but are not limited to the following:

- Empty all trash containers
- Replace liners as needed
- Remove boxes marked trash
- Dust and mop all hard floors
- Vacuum all carpet in classrooms and offices including all mats
- Clean all glass on doors
- Clean all drinking fountains
- Damp mop vinyl floor to remove spillage
- Clean walls
- Clean doors
- Clean window sills
- Clean stairs

I have 14 years experience in cleaning and 8 years experience in management. I also have 2 years training on chemical use.

Cleaning Price Option(s): Nights Only

Night janitorial - 5 nights per week @ \$3,000 per month for cleaning at the current building of occupancy of 20,000 square feet

1 working supervisor and 3 employees

I truly appreciate taking the time out to consider this proposal. Please contact me if you need anything.

Sincerely

Norberto Rivera

## **Danielle Sullivan**

918 Blackshire Road Wilmington, DE 19805 ~ 302-427-9181 (p) ~ 302-383-6644 (c) ~ dsullivan918@gmail.com

### **Proposal to Kuumba Academy**

*August 2012*

Danielle Sullivan provides fundraising services as well as communications and general project management skills to nonprofit organizations. Services include fundraising strategy and planning, prospect research, grant writing and donor solicitation as well as development of marketing materials, e-communication and website content.

#### **Services**

##### **I. Development of Fundraising Infrastructure and Plan**

The consultant will work with the Kuumba board and the school leadership to establish a strong infrastructure for fundraising. The steps necessary to accomplish this are:

1. **Take inventory of existing fundraising assets:** With input from the board and school staff, the consultant will review past fundraising efforts and assets to better understand the unique features of Kuumba Academy and to identify structures that already exist and can be built upon.
  - *Review fundraising history* – identify all grants applied for in the past and their outcomes, contributions from individuals, any partnerships with businesses and/or nonprofit organizations, parent fundraising efforts, events held
  - *Review grant proposals* from the last 2-3 years to understand the school “story” and how the school has been presented to potential funders.
  - *Review background documents:* key sections of the school’s charter, strategic plans, etc. that will enhance the consultant’s understanding of the school.
  - *Identify any existing mailing lists* – lists of friends and supporters of the school, the parent list, etc.

Estimated consultant hours: 10-20

2. **Create development committee:** the consultant will work with school leadership to form the development committee. Initially the committee should include 4-6 core members: the Kuumba board chair, the school leader, at least one other representative from the board, a parent representative and a school staff member who will oversee administrative functions and take meeting minutes. Once the core committee members have been identified, responsibilities will be assigned, additional committee member prospects identified and approached, and a timeline created to develop a fundraising plan.

Estimated consultant hours: 3-5

3. **Grant research:** the consultant will conduct a comprehensive search for grant opportunities using the Foundation Database, Internet searches and a review of the consultant’s proprietary lists of local foundations and corporations. The search would seek to identify foundations and corporations with a strong mission fit, appropriate geography, and a high likelihood of interest in supporting a charter school. A detailed summary spreadsheet listing each organization with key information - mission, key giving history, key contact and board names if available, and grant process information – will be provided.

Estimated consultant hours: 15-20

4. **Development of fundraising goals and plan:** consultant will work with the development committee to develop a fundraising plan that identifies realistic financial goals for annual and/or capital funding needs, and the activities necessary to meet these goals. Aggressive goals might require a multi-year plan to be achieved. The plan will likely outline activities such as implementation of an annual solicitation campaign; development of a base of individual donors through board outreach, school tours, parent and community engagement programs and events; development of business partnerships; and grant writing.

Estimated consultant hours: 15-20

5. **Administrative Processes:** consultant will recommend staffing and processes for administrative fundraising tasks such as donor tracking, contribution management and recordkeeping, sending acknowledgements, etc.

Estimated consultant hours: 5-10

## **II. Execution of Fundraising Plan**

The consultant can execute most aspects of the plan if desired by the client:

1. **Board Development:** assist the board in identifying potential new members to assist with fundraising, develop criteria for new board member selection, articulate fundraising responsibilities and train board members in donor development and solicitation. Estimated hours tbd.
2. **List Development:** consultant will work with development committee and the board to expand the list of target contributors. List to include individuals, local businesses, school parents, relevant community leaders.

Estimated hours 5-10:

3. **Annual Solicitation Campaign:** consultant can develop donation materials, write solicitation letters and execute mailings, write email blasts, provide guidance to volunteer efforts such as phone campaigns or events, provide training in personal donor solicitation. Estimated hours tbd.
4. **Grant Writing and Submission:** the consultant can write grants as well as write introductory and follow-up letters, and make phone calls and set up meetings with prospective grant makers as needed. With the guidance of the consultant, Kuumba leadership, staff members and/or board members will be expected to identify appropriate programs for grant funding; to help collect information describing those programs and their measurements of success; provide relevant financial information for grant submission; and meet with prospects when needed.

Estimated consultant hours per typical grant proposal: 10-20.

5. **Business/Nonprofit Partnerships:** the consultant can help the development committee create business partnership programs and identify and reach out to business prospects. Estimated hours tbd.

### **Costs for Services**

Kuumba Academy will be charged \$90 per hour for all services. There are no minimum charges to Kuumba Academy to maintain a consulting contract. Billable hours worked will be billed on a monthly basis with payment due by the 15<sup>th</sup> of the following month.

### **Timetable and Hours Worked**

Services will be provided on an ongoing basis, with hours per week varying as needed (this will likely be adapted to accommodate budget requirements, my availability, requirements of the projects desired, etc.)

Contract Approved:

Sally Macdonado  
Kuumba Academy

8-24-12  
date

Danielle Sullivan  
Danielle Sullivan

8/28/12  
date

5. **Administrative Processes:** consultant will recommend staffing and processes for administrative fundraising tasks such as donor tracking, contribution management and recordkeeping, sending acknowledgements, etc.

Estimated consultant hours: 5-10

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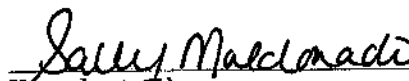
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Contract Approved:

  
Kuumba Academy

8-24-12  
date

  
Danielle Sullivan

8/28/12  
date

### Independent Consulting Agreement

THIS INDEPENDENT CONSULTING AGREEMENT (the "Agreement") is made as of February 20, 2012 between Lynne Howard Consulting LLC (Independent Consultant), whose address is 401 Hawthorne Drive, Wilmington, DE 19802-1243, and the Christina Cultural Arts Center, INC. (CCAC) & Kuumba Academy Charter School (KACS) jointly referred to herein as The Partners.

In consideration of the mutual premises herein contained, Independent Consultant and The Partners hereby agree as follows:

#### **SECTION 1: ENGAGEMENT**

The Partners hereby engage the Independent Consultant to render the services, and deliver the reports, according to the schedule and as described in the annexed Exhibit A (the "Detailed Services"). Any deviation from the Detailed Services and any extension to the schedule provided in Exhibit A must be mutually agreed upon by the parties in writing.

#### **SECTION 2: COMPENSATION**

In full consideration for the performance of the services hereunder, and for any rights granted or relinquished by the Independent Consultant under this Agreement, The Partners shall pay the Independent Consultant as follows:

- A. The Independent Consultant shall be paid \$3055.55/month for Services properly performed under this Agreement.
- B. Payments shall be preceded by an invoice from the Independent Consultant to KACS. Invoices will be submitted monthly and will detail all billable hours of service and tasks completed, which shall then be paid within seven (7) business days. Independent Consultant will be paid only for billable hours properly invoiced.
- C. Air travel shall be at coach fares and lodging shall be at moderately priced hotels (if necessary), taking advantage of available corporate discounts. The Partners will not be billed for travel to and from the work place by the Independent Consultant. Consultant shall submit written documentation and or receipts where available itemizing the dates on which expenses are incurred. The Partners shall pay the Independent Consultant the amount(s) due pursuant to submitted reports within seven (7) business days after a report is received by The Partners, provided Independent Consultant has obtained prior written approval for such expense. The Partners will reimburse

Independent Consultant for mileage that is outside of a twenty (20) mile radius of either the Independent Consultant's address or The Partners address. Any expenses submitted for mileage shall be reimbursed at a rate consistent with the current IRS standard.

- D. Independent Consultant acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and The Partners shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.
- E. Independent Consultant agrees to provide bi-weekly status reports on the 1<sup>st</sup> and 15<sup>th</sup> of every month throughout the term of this Agreement to the Partners and the Vision Leadership Team and agrees to produce a final report and provide all relevant documentation at the end of the term of this Agreement.

### **SECTION 3: INDEPENDENT CONSULTANT RELATIONSHIP**

- A. The Independent Consultant agrees to perform the Services hereunder solely as an Independent Consultant. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Consultant is not authorized to enter into or commit The Partners to any agreements, and the Independent Consultant shall not represent itself as the agent or legal representative of The Partners unless mutually agreed upon.
- B. Further, the Independent Consultant shall not be entitled to participate in any of The Partners benefits, including without limitation any health or retirement plans.

The Partners shall not be liable for federal, state and local self-employment taxes, income taxes, worker's compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Consultant under this Agreement. All such costs shall be Independent Consultant's responsibility. Independent Consultant shall be responsible for providing its employees with health insurance, worker's compensation, retirement and disability protection as may be required by law. Independent Consultant agrees to indemnify and hold The Partners, their respective boards of directors harmless and its students harmless from and against any and all such liabilities or claims, including, but not limited to, interest assessed or penalty and

reasonable attorneys' fees and costs, arising from Independent Consultant's failure to pay such taxes and assessments.

#### **SECTION 4: PROPRIETARY RIGHTS**

- A. The Independent Consultant acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Independent Consultant in connection with such Services. The Independent Consultant acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by The Partners.
- B. Notwithstanding the foregoing, The Partners acknowledge that the Independent Consultant's ability to carry out the work required is heavily dependent upon the Independent Consultant's past experience in the industry and in providing similar services to others and they expect to continue such work in the future. Subject to the confidentiality provisions of Section 5 below, generic information communicated to The Partners in the course of this project either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms of sub-section A above.
- C. Independent Consultant agrees to maintain all internal records (including but not limited to, donor lists and contribution records) at the 705 N. Market Street, Wilmington, DE 19801 address. Independent Consultant will also save all information compiled and gathered on The Partners' behalf on a designated database in order to protect such documents. Notwithstanding the foregoing, Independent Consultant may work from a site other than 705 N. Market Street, Wilmington, DE 19801.

#### **SECTION 5: CONFIDENTIALITY**

In connection with the performance of Services hereunder, the Independent Consultant may be exposed to confidential and proprietary information (any information unknown or unavailable to the general public, including, without limitation, trade secrets, technical and business data, drawings, models, samples, sales or student information, financial data, personnel information, business contracts, customer lists and information) of The Partners whether or not so identified (including without limitation this Agreement). This information may include, but is not limited to, information pertaining to internal donor lists, contribution records and organizational specific fundraising strategies which information may be of value to other organizations. Independent

Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate personnel or their designees. Upon termination or expiration of this Agreement, Independent Consultant shall deliver all records, data, information and other documents produced or acquired during the performance of this Agreement and all copies thereof (electronic, hard, etc.) to 705 N. Market Street Wilmington, DE 19801. Such material shall remain the property of The Partners.

#### **SECTION 6: INDEPENDENT CONTRACTOR'S WARRANTY**

The Independent Consultant represents and warrants that: The Services shall be performed in accordance with, and shall not violate, applicable state laws, rules or regulations, and standards prevailing in the non-profit/public school industry and the Independent Consultant shall further observe the Donor Bill of Rights as prescribed by the Association of Fundraising Professionals (AFP).

#### **SECTION 7: TERM AND TERMINATION**

- A. The term of this Agreement shall commence on February 27, 2012 and shall continue for (18) months until August 27, 2013 (hereinafter the "Initial Term").
- B. Either party may be able to terminate this Agreement at any time, for any reason, by providing thirty (30) days' written notice.
- C. Alternatively, Independent Consultant may terminate this Agreement at any time to be effective immediately should The Partners fail to make proper payment to Independent Consultant. The Partners may terminate this Agreement at any time to be effective immediately should Independent Consultant fail to perform Detailed Services requested hereunder, violate any provisions hereunder, or engage in any fraudulent, criminal, or unethical acts as defined by the code of ethical principles and standards as adopted by           [copy]          , whether or not related to services performed hereunder. Any such notice shall be provided as set forth below in Section 10. The Partners shall not be liable for any expenses incurred from, nor shall Independent Consultant be liable to perform, any services after receipt of notice of termination, unless expressly agreed to by the parties. At the end of the Initial Term, the parties may mutually agree to extend the Agreement for additional periods of time, provided that such extension is agreed to in writing by the parties thirty (30) days before the expiration of the Initial Term or any subsequent term. Such extension shall be added to this Agreement by Addendum which sets forth the new term and is signed by both parties.



## **SECTION 8: DISCLOSURE**

The parties recognize and agree that The Partners may be substantially injured if the Independent Consultant worked with competing institutions in the non-profit/public education sector. Accordingly, Independent Consultant agrees that they will disclose in writing to The Partners, during the Initial Term of this Agreement and any subsequent Term, if they directly or indirectly, owns, operates, joins, controls, participates in or becomes connected as an officer, director, employee, partner, stockholder, consultant or otherwise, with any other non-profit organization or charter school as such business is now constituted or is constituted during the Initial Term or any subsequent Term of this Agreement. This disclosure shall only apply to those organizations/charter schools which have offices, sites and/or facilities within the State of Delaware. This Section (and all provisions regarding enforcement of such) shall remain in full effect for the full Initial Term even in the event this Agreement is terminated earlier by The Partners for any reason as provided for in Section 7, irrespective of The Partners compensation obligations, if any. Independent Consultant and The Partners are of the belief that this disclosure is reasonable in view of the nature of the business in which The Partners are engaged and proposes to engage, the state of its business development, and Independent Consultant's knowledge of this business. The parties agree that the clients and services of Independent Consultant disclosed to The Partners as of the time of execution of this Agreement do not represent a conflict under this Agreement.

## **SECTION 9: DAMAGES AND REMEDIES**

- A. In the event of termination of this Agreement by the Independent Consultant as a result of material breach by The Partners pursuant to Section 7.B, the Consultant shall have all remedies available at law and in equity for compensatory damages relating to such breach. Any and all Materials prepared for and/or delivered to 705 N. Market Street-Wilmington, DE 19801 prior to termination shall remain the property of The Partners.
- B. In the event of termination pursuant to Section 7.B, and provided that The Partners are not in material breach of its obligations hereunder, the Independent Consultant shall be entitled to keep all monies already paid pursuant to Section 2.
- C. Independent Consultant acknowledges that the restrictions contained within Section 8 are reasonable to protect the legitimate interests of The Partners, that non-profit/charter school would be irreparably harmed by a violation of any such provision, and that

The Partners would have no adequate remedy at law to enforce any provision. In the event of a violation or threatened violation by Independent Consultant of such Section, The Partners shall have the right to seek injunctive or other similar relief, as well as any other relevant damages, without the requirement of posting bond or other similar measures. The Partners, if successful, shall be entitled to its reasonable attorneys' fees and costs from Independent Consultant.

- D. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, death, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable materials, labor or transportation or any causes beyond the control of such party. Further, Independent Consultant shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of services resulting from the sole acts or omissions of Partner staff, or agents including other independent consultants as determined by The Partners.

#### **SECTION 10: GENERAL TERMS**

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts made and fully performed therein, and the state and federal courts located in Delaware shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. All parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.
- B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, at the following address: (a) Independent Consultant, 401 Hawthorne Drive, Wilmington, DE 19802-1243; (b) 705 N. Market Street, Wilmington, DE 19801, or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three (3) business days after being sent by mail.
- C. The Independent Consultant may not, without the prior written consent of The Partners, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Consultant may transfer the right only to receive any amounts which may be payable to it for performance

under this Agreement, and then only after receipt by The Partners of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

- D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.
- F. This Agreement, the annexed Exhibit A ("Detailed Services"), and any subsequent amendments (agreed upon by both the Independent Consultant and The Partners) represent the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: H. Rose Jones-Lewis  
Date: 2-21-12

Christina Cultural Arts Center Inc.

By: Sally Macdonald  
Title: Head of School  
Date: 2-27-12

Kuumba Academy Charter School

By: Lynne Howard Owner  
Title: Principal  
Date: 2-27-12

LYNNE HOWARD CONSULTING LLC

## IT SYSTEMS SUPPORT AND MANAGEMENT SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated as of August 15, 2012 (the "Effective Date") by and between Kuumba Academy Charter School ("Client"), having its principal place of business at 519 N. Market Street, Wilmington, DE 19801 and Brandywine Information Group ("Service Provider"), a Delaware corporation having its principal place of business at One Innovation Way, Suite 301F, Newark DE 19711.

**PURPOSE:** This Agreement provides the terms and conditions under which the Service Provider shall provide Comprehensive Information Technology Support Services including but not limited to Software and Hardware Support, Project Management, professional information technology, business process and related outsourcing services (collectively, "IT Services") to the Client on a non-exclusive basis for the upkeep and optimization of its technology resources.

**Specific Tasks and Deliverables:** The Service Provider will do the following:

- Provide a minimum of five hours per week of on-call support to the Client.
- Perform weekly maintenance activities based on the Maintenance Schedule.
- Manage/perform all necessary software upgrades.
- Provide IT support for all of Client's business initiatives and programs.
- Produce a monthly status report on all IT-related activities.

By entering into this Agreement the Client has engaged the Service Provider to supply, and the Service Provider has agreed to supply, technical or consulting Services to the Client for its business purposes on the terms described in this agreement and in return for payment being the Service Fee.

**PERFORMANCE:** The Service Provider shall ensure that all persons employed by it to perform the work are competent to perform it, adequately trained, fully instructed and supervised. The work will be undertaken in a conscientious manner to normal professional standards of skill, care, and diligence and in compliance with all relevant statutory, regulatory and common law. The Service Provider shall use all reasonable efforts to supply the Deliverables within the specified timeframes (if any). The Service Provider shall respond to support issues within three hours of their initiation and shall commence necessary troubleshooting or repair efforts within twelve hours of the initial response. In the event of unforeseen problems which arise subsequent to apparent Client satisfaction, thereby prohibiting the same, Client and Service Provider agree to negotiate the terms of payment for necessary troubleshooting services to be rendered by the Service Provider such that Client satisfaction may be realized. The Service Provider will observe all of the Client's operational requirements (including health and safety procedures) reasonably identified to the Service Provider, particularly where access by the Service Provider to the Client's site is required for the purposes of performing its obligations under this Agreement. Where in order to perform the Services the Service Provider is reliant on relevant data, material, decisions and other information being supplied by the Client, the Client will convey such requirements clearly, accurately and in a timely manner to the Service Provider. Each party will promptly advise the other party of any impediment to progress on production of the Deliverables.

**PAYMENT TERMS AND CONDITIONS:** The Service Provider will provide these IT Services over one year from Effective Date and the Client will be charged a monthly fee based on support and maintenance activity ("Service Fee"). The monthly fee will be computed using the following fee schedule:

- A weekly minimum of five hours per week of On-Demand Support at a cost of Twenty Five Dollars per hour (\$25.00). Additional hours of work will be billed at the same rate.
- A base charge of five hours per week for System Management and Maintenance at a cost of Sixty Dollars per hour (\$60.00). Additional hours of work will be billed at the same rate.
- Whenever the Service Provider has a need to subcontract services, those subcontracted fees will reflect market rates and will be included in the invoice. All subcontractor rates and service hour limits will be submitted for approval before engagement.
- A monthly Asset Management Fee based on the number of computers maintained. The charge will be Ten Dollars per Desktop (\$10.00) or Laptop Computer and Twenty Five Dollars per Server (\$25.00).

The Client shall pay the monthly Service Fee to the Service Provider no later than thirty days following receipt of the invoice for performance of the IT Services (net 30 day terms), provided that the invoice is in accordance with

the agreed payment terms as specified. All payments shall be made without deduction except as required by law. If the Client fails to pay any portion of the Service Fee when due for payment the Service Provider may suspend any ongoing work until payment is received, or terminate this Agreement and pursue whatever legal means at its disposal for payment, including, but not limited to the process described in the Dispute Resolution section of this Agreement. Notwithstanding other payment terms, if the Client notifies the Service Provider, in writing, of a genuine and reasonable dispute about any invoice, the Client may withhold payment of the disputed portion until that dispute is resolved.

**CONFIDENTIALITY:** The Parties shall at all times treat as confidential all non-public information and material disclosed as a result of this agreement and shall not publish, release, or disclose the same to any third party without the prior written consent of the disclosing party.

**DEFINITIONS: "Intellectual Property"** means any intellectual property, including copyright, rights in inventions (including patents and patent applications), trade marks, brand names, plant variety rights, registered designs, know-how, expertise, trade secrets and other rights, which may arise from intellectual activity. **"Excusable Event"** means circumstances beyond the reasonable control of the relevant party, including acts of God; government restraint; strikes, lockouts and other industrial disputes; failures, malfunctions or fluctuations in power, heat, light, or telecommunications equipment or services.

**INTELLECTUAL PROPERTY:** Pre-existing Intellectual Property supplied by either party and utilized in the delivery of the Services, and any improvements to such pre-existing Intellectual Property made during the delivery of the IT Services, will remain the property of the supplying Party. The Client, by payment of the Service Fee, is paying for the specific results of the IT Services, as recorded in the Deliverables, and such payment does not constitute a purchase of any interest in Intellectual Property owned, developed or utilized by the Service Provider either in supplying the Deliverables or performing the IT Services, regardless of its inclusion in or as part of any Deliverable.

**RISK AND LIMITATION OF LIABILITY:** The Client agrees that, by entering into and performing its obligations under this Agreement, the Service Provider will not assume, and will not be exposed to, the business and operational risks associated with the Client's own business activities. The Client acknowledges that the Service Fee it has agreed to pay the Service Provider reflects the limitation of liability and allocation of risk associated with undertaking performance under this Agreement. The Service Provider shall be liable for any direct loss or damage to the Client (but to no other person) resulting from any negligence or willful default of the Service Provider. Where to perform the IT Services, the Service Provider relies on information supplied by the Client (or third parties acting on behalf of the Client), and where the Service Provider has no control over or reasonable means of verification of such information, the Service Provider accepts no responsibility for any loss suffered by the Client or any third party due to inaccurate, incomplete or misleading information having been provided.

**INDEMNITY:** The Client's application or use of the Deliverables is the domain of the Client and The Service Provider has no control over such use or application. Therefore, the Client agrees to defend and indemnify the Service Provider against all damages, losses, costs, and expenses (including reasonable legal fees and costs) incurred through claims against the Service Provider resulting directly or indirectly from the application or use of the Deliverables by the Client or any third party via the Client.

**CONTRACT EXTENSION:** Upon completion of this one year Agreement, both parties may agree to extend such Agreement for an additional period of time, the length of which will be mutually agreed upon by both parties.

**TERMINATION:** This Agreement may be terminated by either party on written notice that either party is:

- in material breach of the Agreement, not remedied within 30 days of notice, or;
- in bankruptcy, liquidation, receivership, insolvency, or ceases to carry on business or makes any composition or arrangement with its creditors; or
- affected by an Excusable Event continuing for 90 days, or
- for any mutually agreed upon reason with 30 days notice.

Termination will not affect the rights or obligations of the parties accruing prior to or on termination or which by their nature are intended to survive termination. Where termination of this Agreement due to any failure by either the Client or the Service Provider to perform its obligations under this Agreement, affects completion of the IT Services, the parties shall mutually agree on a resolution as to any reimbursement or adjustment of Service Fee, based on payments received or the value of the work performed up to the date of termination. Any such recompense due to early termination shall be limited to the specified Service Fee so affected. In the event of any failure to agree the provisions of the following dispute procedure shall apply.

**DISPUTE RESOLUTION:** Without preventing either party from seeking immediate injunctive relief in the case of any breach or threatened breach of this agreement, any dispute arising in relation to this Agreement will be dealt with in accordance with the following procedure:

*Negotiation:* The parties shall make genuine efforts to resolve the dispute by negotiation between them (ensuring the dispute is internally escalated to the appropriate levels of management as required).

*Mediation:* If the parties fail to negotiate a resolution to the dispute within 14 days they shall then appoint a mediator approved by both parties and attempt to resolve the dispute by mediation. The parties shall share the costs and expenses of the mediator equally.

*Arbitration:* If mediation fails, the parties shall refer the dispute to arbitration in accordance with the following:

- a. the arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (such organization, the "AAA" and such rules, the "AAA Rules");
- b. the arbitrators shall be three (3) neutral persons selected by agreement of the parties or, failing such agreement in the thirty (30) day period after the initial list of available arbitrators has been provided to both parties by the AAA, in accordance with the AAA Rules. Unless otherwise agreed in writing by the parties, one arbitrator shall be an information technology professional with technical experience; one arbitrator shall be a certified public accountant with a major international accounting firm that is not then serving either party and that has experience in long-term project contracts; and one arbitrator shall be an experienced business attorney with experience in information technology transactions and contracts. If the amount in dispute is less than two hundred fifty thousand dollars (\$250,000), the arbitration shall be conducted by one arbitrator who shall be an experienced business attorney with experience in information technology transactions and contracts;
- c. the arbitration proceedings shall take place in Wilmington, Delaware;

**GENERAL LEGAL TERMS:** Neither party may assign this Agreement, or any of its rights and obligations under this Agreement, without the prior written consent of the other party (which may not be unreasonably withheld). Any change or rearrangement in the beneficial ownership of the Client which alters its effective control shall be deemed an assignment for the purposes of this clause.

• This Agreement constitutes the entire agreement between the parties as they related to the subject matter and there are no representations, understandings or agreements relating to this Agreement and that subject matter which are not fully expressed in this Agreement.

• This Agreement shall not be amended or modified in any respect except in writing appropriately signed by both parties.

• The Service Provider may engage subcontractors to perform any of its obligations under this agreement. The Service Provider shall not be relieved of its obligations under this Agreement as a result of subcontracting IT Services.

• No waiver, extension or excuse shall be deemed to arise unless such waiver, extension or excuse is communicated in writing and signed by the relevant party providing it.

• The Service Provider, is acting as an independent contractor and nothing in this Agreement shall be deemed to constitute either party as an agent, partner or joint venturer of the other.

• Any reference to the Service Provider is deemed to include Brandywine Information Group's employees, officers, agents, and sub-contractors.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

Brandywine Information Group

Kuumba Academy Charter School

By: Wayne Kingston

Name: Wayne Kingston

Title: IT

By: Sally Maldonado

Name: Sally Maldonado

Title: Head of School

## **Memorandum of Agreement For DRWP Partnership**

### **Parties to the Memorandum**

The parties to the Memorandum of Agreement for the DRWP Partnership are:

- Delaware Center for Teacher Education, University of Delaware
- Kuumba Academy, 519 North Market Street, Wilmington, DE 19801 – Sally Maldonado

### **Purpose of the MOA**

The purpose of this Memorandum of Agreement (MOA) is to ensure that the resources and support are available for the Partnership by outlining the responsibilities of the parties involved in the agreement.

### **Scope of Agreement**

This memorandum outlines the agreement between the Delaware Center for Teacher Education and Kuumba Academy regarding the DRWP Partnership. The agreement includes the following:

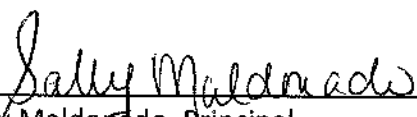
- 7 sessions/days from August 1, 2012 to April 30, 2013
- Professional Learning Partnership – Focusing on Writing Strategies for grades 1-6
- Sessions include workshops and collaborative coaching
- Kuumba Academy will pay a total of \$3,500 for 7 sessions/days. Payment due upon receipt of Invoice.

Kuumba Academy certifies financial support for this project is not federal or federal flow through funding, and UD is free of the reporting and audit requirements associated with federal funding (not withstanding any sponsor required reporting detailed in the terms, conditions and scope of work associated with this project).

### **Signatures**

\_\_\_\_\_  
Christine Evans, Ed.D.  
Delaware Center for Teacher Education

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Sally Maldonado, Principal  
Kuumba Academy

Date: 7-20-12



**AGREEMENT FOR THE PROVISION OF  
ARTS EDUCATION CONTRACTUAL SERVICES  
FOR KUUMBA ACADEMY CHARTER SCHOOL**

**Program:** School year 2011- 2012

**Services:** Dance and Drama Education and Mentoring Contractual Services

**Founder:** Christina Cultural Arts Center, Inc.

**AGREEMENT**

This agreement is made as of this 15 day of August, 2011 between Christina Cultural Arts Center, Inc., hereinafter referred to as the "Founder" and Kuumba Academy Charter School, hereinafter referred to as the "School."

**WITNESSETH**

Whereas, the Founder is an independent contractor which provides the contractual services of dance and music teaching artists to meet the needs of the School's students,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and intending to be legally bound, said parties do hereby mutually covenant and agree as follows:

**A. Responsibilities of the Founder:**

1. The Founder shall provide necessary documentation to the School that:
  - a. It has obtained liability insurance coverage applicable to such activity in (a) above; and
  - b. Kuumba Academy is named as an additional insured on Founder's liability insurance policy. A certificate of liability insurance naming Kuumba Academy as an additional insured will be provided to the School;
  - c. Its artists who shall be working with the School's students have recently taken a Mantoux tuberculin test with a negative or inactive positive result prior to initiation of work under this contract; and
  - d. The artists who shall be working with the School's students have recently procured a criminal background check that showed the employee to be without convictions; and
  - e. The artists who shall be working the School's students have recently submitted a Child Protection Registry Check.
2. It is acknowledged by both parties that the School is retaining the Founder as an independent contractor for the purposes set forth in the Agreement. The School shall make no deductions from its payments to the Founder for income, wage or Social Security taxes. The Founder shall comply with federal, state or local laws, Social Security acts, unemployment compensation acts and worker's compensation acts that are applicable to carry out the purposes of this Agreement.
3. The Founder shall secure and pay for all fees and licenses specifically necessary to perform its duties as required by this Agreement.

**B. Provision of Services**

1. The teaching artists are to provide classroom art instructional services in dance and vocal music.
2. Teaching artists must attend scheduled team meetings, including professional development, and are responsible for preparing and submitting lesson plans, conducting evaluations/student

assessments, and for reporting grades for the student body. The School and the Founder will jointly agree when lesson plans, evaluations, and the reporting of grades must be submitted to the School. The School will upfront provide the teaching schedule, deadlines and timelines to the Founder.

3. Teaching artists must support the preparation and presentation of the following School performances and exhibitions: Kwanzaa, Black History Month, the Delaware Art Museum, Kindergarten and Fifth Grade Graduations, and May Day. When special requests for student performers are made, every attempt will be made by the School and the Founder to accommodate these requests.
4. For each respective ensemble, teaching artists are responsible for extra learning time performance ensembles that are conducted after school for enrolled Kuumba Academy students once per week. See Addendum A for specific requirements.
5. The School and Founder agree that dance and vocal music instructional services requirements for the extended school year program summer 2011, if needed, will be determined during the term of this agreement and mutually agreed upon in a separate agreement.
6. Music instruction will be provided at the School.
7. The Founder will provide facilities for dance instruction.
8. The Founder will provide to the School a list of supply requirements for dance and music. Any procurement of supplies must be approved by the School before purchase. The School and Founder will jointly decide what supplies will be purchased by the School.
9. The Founder will provide its own equipment, as necessary. The School will replace equipment damaged by Kuumba Academy students, as needed.
10. The Founder will provide substitutes when teaching artists are not available to teach regularly scheduled classes. The School is only responsible for substitutes when teaching artists are scheduled for School mandated professional development during regularly scheduled classes.
11. The School shall notify the Founder when field trips are scheduled and otherwise avoid conflicts of scheduling. With prior permission from the School the Founder may adjust the daily schedule when necessary and arrange "walking field trips" and other outings in advance.
12. The Founder will abide by the School's policies including the policy for behavior management.

### **C. Compensation**

1. Pursuant to this Agreement the School shall pay the Founder as outlined in Addendum B. The total amount paid to Founder is not to exceed the contracted amount in Addendum B by more than \$2,000 for the 2011 – 2012 school year.
2. Invoices for payment shall be submitted monthly by the Founder to the School in writing, itemizing the services rendered, on or before the 10<sup>th</sup> day of each month.
3. School shall provide to the Founder payment within 30 days of receipt of invoice. Past due payments shall be charged 1.5% per month on balance due.
4. The Founder will issue and invoice to the School for a deposit of 10% upon the signing of this agreement. The School will provide payment for the deposit within two weeks from the signing of this agreement.

### **D. General Provisions**

1. The Founder agrees to indemnify and hold harmless the School and its officers, agents and employees against all liabilities, claims, demands, and cause of action of every kind or character, including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or are caused by any act or omission of the Founder.
2. The School agrees to indemnify and hold harmless the Founder and its officers, agents and employees against all liabilities, claims, demands, and cause of action of every kind or character,

including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or are caused by any act or omission of the School, its agents or employees.

3. This agreement cannot be changed, modified or amended in any respect except by written agreement signed by both parties.
4. This agreement shall be governed by the laws of the State of Delaware.
5. This agreement cannot be assigned without the consent of both parties.

#### **E. Termination**

Either party upon thirty (30) days advance written notice may terminate this Agreement.

#### **F. Terms**

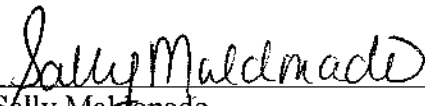
This agreement shall commence on August 15, 2011 and expire on

June 12, 2012.

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H. Raye Jones Avery  
Executive Director  
Christina Cultural Arts Center, Inc.  
705 North Market Street  
Wilmington, DE 19801

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Sally Maldonado  
Head of School  
Kuumba Academy Charter School  
519 North Market Street  
Wilmington, DE 19801

## ADDENDUM B

Drama Instruction			
Classes	35 weeks x 14 hours x \$33.02/hr	17335.50	
Planning Time	35 weeks x 3 hours x \$33.02/hr	3467.10	
Meetings	78hrs @ 15.48 hr	1207.44	
Prof. Development	100 hrs @ 33.02/hr	3302.00	
ensemble	30 weeks x 2 hrs x 33.02/hr	1981.20	
Extra hours	60 hrs @ 33.02/hr	2000.00	
Total Drama Instruction			29293.24
Dance Instruction			<u>29084.00</u>
Inclusive of teaching, planning, performance, meeting and ensemble			
	subtotal Instruction	58377.24	
	Admin	<u>8756.59</u>	
	Total		67133.83

## **ADDENDUM A**

### **Criteria for Performance Ensemble:**

The hours for each ensemble are 3:45pm to 5:15pm. The Vendor's teaching artists are responsible for staying at the School until each student is picked up by a parent/guardian. The Vendor is responsible for all parents/guardians communications for all ensemble concerns, which include but are not limited to: behavior; performances; class schedule; and class cancellations.

The Vendor is responsible for providing the following:

- Criteria for ensemble membership
- Consistent schedule (day of the week);
- Calendar for the school year
- Performance pieces for Kwanzaa, Black History Month, Delaware Art Museum, Kindergarten and Fifth Grade Graduations, and May Day
- Pre-ensemble meeting with all parents. At this meeting each parent/guardian must sign a contract. Parents must also fill out a student information form. The teaching artist must maintain a student information log booklet. Copies of these forms must be given to the School.
- Behavior management
- Ensemble expectations
- Performance engagements/field trips