

AGREEMENT

This agreement (the "Agreement") is made and entered into as of the last date set forth next to the signatures below (the "Effective Date"), by and between National Summer School Initiative ("NSSI") and DeKalb County School District ("DCSD") (each a "Party" and collectively, the "Parties").

1. Summer Programming

1.1. Generally. NSSI will provide a summer school program (the "Summer Programming") for students in grades K through 12. The Summer Programming will be five (5) weeks in the summer of 2023, preceded by (3) days of professional development ("Teacher Institute") for DCSD Teachers (defined below), and one (1) days of point person/administrator/coach training. The Summer Programming will provide core instructional programming for English language arts (ELA), math, an independent reading program, and a daily 15-minute Connection, Celebration, Challenge curriculum. NSSI will offer three sessions for Summer Programming: Session 1 student dates are June 5, 2023 to June 30, 2023. Session 2 student dates are June 13, 2023 to July 25, 2023. Session 3 student dates are July 5, 2023 to August 4, 2023.

- a) Partner will participate in Session 1 of Summer Programming. DCSD student dates are June 5 to June 30th.
- b) Partner will participate in Teacher Institute on the following days: May 30, May 31, June 1.
- c) Partner will participate in Admin/Coach training on the following day: TBD.
- d) Partner will ensure teachers participate in weekly ongoing professional development.

1.2. NSSI Responsibilities. NSSI will provide the following with respect to the Summer Program:

- a) Hire and train NSSI Mentor Teachers and NSSI Professional Development Leaders/Mentor Teachers.
- b) Provide a 3-day long Teacher professional learning academy ("Teacher Institute") for DCSD Teachers (defined below) and administrators/coaches. Session 1 Teacher Institute dates are May 30, May 31, and June 1, 2023. Session 2 Teacher Institute dates are June 13, June 14, and June 15, 2023. Session 3 Teacher Institute dates are June 27, June 28, and June 29, 2023.
- c) Provide a 1-day administrator/coach training and a half-day network point person training.
- d) Offer DCSD Teachers and administrators/coaches professional development sessions one (1) time a week for each grade and content area (ELA and math), as selected by DCSD.
- e) Provide the curriculum, including teacher-facing plans, student assignments, and pre- and post-assessments for ELA and math as well as guidance for an Independent Reading program and daily 15-minute Connection, Celebration, Challenge curriculum.
- f) Create turnkey communication for DCSD Teachers and schools, including providing direct-to-student/parent communication with students and parents about the program.
- g) Provide guidance for the evaluation and selection of the DCSD staff members.
- h) Provide (1) periodic surveys for DCSD to administer to parents, students, DCSD Teachers, and administrators/coaches, as well as (2) assessment data collection forms for DCSD Teachers and administrators, and (3) attendance forms for administrators.
- i) NSSI shall maintain strict discipline among all of its personnel employed on DCSD grounds, and no person under the influence of drugs or alcohol shall be allowed on DCSD grounds, nor shall any person employed on DCSD's property have in his or her possession any drugs, alcohol, or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, fighting, or the wearing of clothing containing vulgar, immoral or unwholesome words or images or promoting the same, shall not be permitted or allowed. No employee, Subcontractor or representative of NSSI shall use any tobacco products while on DCSD grounds.
- j) NSSI administrators will provide supervision and training of NSSI personnel. All personnel hired or assigned by NSSI shall be NSSI employees or agents for all purposes and not DCSD employees for any purpose. NSSI shall be solely responsible for (i) selecting and hiring its employees and agents; (ii) paying all wages, health and retirement benefits, all applicable employee and employer taxes and deductions, Social Security taxes, and Medicare taxes, as

required by law, and providing general liability insurance coverage covering NSSI and its employees, contractors, and agents under this Agreement, with Limits of Liability as set forth herein, and worker compensation insurance; (iii) supervising, evaluating, promoting and disciplining its employees and agents; (iv) managing the employees' and agents' conduct, including the method by which the employees carry out their work; and (v) including with the Federal Work Authorization Program.

- k) NSSI employees and agents will not accrue any sick leave or other benefits from DCSD and will not be subject to DCSD's Complaints and Grievance Procedures found in District Board Policy or be subject to the due process provisions of O.C.G.A. § 20-2-940 et. seq. as these individuals are not District employees.
- l) NSSI and its employees, agents, contractors or other such personnel shall be independent contractors of DCSD and no not have the ability or the authority to make obligations on behalf of DCSD.
- m) If DCSD believes that the performance or conduct of any person employed or retained by NSSI to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, DCSD will notify NSSI, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by DCSD, if any. NSSI will promptly address the performance or conduct of the reported person in accordance with NSSI's disciplinary policies.
- n) NSSI must identify any of its personnel who are providing services to DCSD who are drawing retirement from the Georgia Teacher Retirement System (TRS). NSSI is responsible for any and all penalties and interests that may be assessed by TRS for any work performed by Georgia TRS retirees. NSSI shall indemnify and hold DCSD harmless from and against any claims related to Georgia TRS.

1.3. DCSD Teachers. The Summer Programming will advance the teaching skills of participating teachers from DCSD's schools (the "DCSD Teachers"). To the extent scheduling allows, the DCSD Teachers will join (a) the one (1) week Teacher Institute prior to the Summer Programming, as well as (b) live afternoon national "professional development" sessions which will be held two (2) times a week for the first three (3) weeks and one (1) time a week for the last week of the program, where the DCSD Teachers will study select standards in literature and math, analyze student work, engage in intellectual preparation, analyze data, and otherwise work to advance teaching and learning.

1.4. DCSD Responsibilities. DCSD's obligations with respect to its participation in the Summer Programming are set forth in full in the attached Exhibit A.

2. Materials and Work Product

- 2.1. NSSI Materials. As between NSSI and DCSD, NSSI is and will remain the sole and exclusive owners of all right, title, and interest in and to any of our trademarks, copyrights, other intellectual property rights, work product, whether created by NSSI or its employees or contractors (including "Mentor Teachers"), or Confidential Information, as defined in Section 3, whether partial or complete, and any work product derived therefrom (collectively, "NSSI Materials"). NSSI Materials shall also include, but are not limited to, our curriculum and any related materials and methodologies, methods of instruction or training, instructional slides, videos and all other student-facing materials, recordings of trainings/meetings, rubrics, and all lesson plans, guides and overviews. NSSI grants DCSD a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the deliverables provided by NSSI to DCSD during the Summer Program for its internal business operations, trainings, and analysis only and DCSD agrees not to disclose the deliverables to any third party except as otherwise permitted under this Agreement. Nothing in this Agreement shall be deemed to grant to DCSD any ownership rights in the NSSI Materials. Except as specifically set forth in this Agreement or its exhibits, DCSD understands that this Agreement does not, and will not be construed to, grant any license or right of any nature with respect to the NSSI Materials or any other materials, software, or other tools made available to DCSD by NSSI or its contractors.
- 2.2. Covenants. DCSD agrees and covenant not to use, share, disclose, publish, or distribute the NSSI Materials, or allow them to be used, shared, disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever except in connection with DCSD's rights and obligations under this Agreement Except as otherwise specified in this Agreement, DCSD understands that this Agreement does not, and will not be construed to, grant any license or right of any nature with respect to the NSSI Materials or any other materials, software, or other tools made available to DCSD by NSSI or its contractors.
- 2.3. DCSD Data. As between the DCSD and NSSI, DCSD owns all data ("DCSD Data") provided to NSSI by or on behalf of DCSD in connection with this Agreement. DCSD agrees that NSSI may use de-identified DCSD Data to perform our obligations hereunder and may use de-identified DCSD Data for NSSI's legitimate business purposes, including, without limitation, for purposes of publication, research evaluation and presentation by NSSI.
- 2.4. FERPA Compliance. Notwithstanding the above, NSSI recognizes that DCSD is subject to state regulations and federal law related retention and access to student records, including the Family Educational Rights and Privacy Act, FERPA, 20 U.S.C. 1232g. Accordingly, NSSI grants permission for any NSSI materials used by students, namely, student workbooks and pre- and post-assessments, to be maintained by DCSD solely as education records.

3. Confidentiality

- 3.1. Generally. Either Party (as the "Discloser") may at its option make available to the other Party (as the "Recipient") information related to its business. The term "Confidential Information" as used herein shall be limited to information that is specifically identified as such in writing to the other Party by the Discloser, which may include information and property relating to trade secrets; financial information, projections, formulae; designs, marketing plans and strategies; and customer and supplier lists, and other valuable business information. NSSI Materials, as defined above, shall be deemed the Confidential Information of NSSI. Confidential Information shall not include any information which (a) is or becomes publicly known through no wrongful act or failure to act on the part of Recipient (b) is independently developed or discovered by the Recipient without reference to the Confidential Information disclosed by the Discloser; or (c) is specifically required to be disclosed by Recipient to comply with applicable laws, including but not limited to FERPA and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., to which DCSD is subject as a public school district.
- 3.2. Nondisclosure; Limitations on Use. The Recipient agrees to receive the Confidential Information in confidence and to keep the same Confidential Information confidential, using the same degree of care

as is issued by the Recipient to protect its own confidential information, but in no event less than a reasonable degree of care. The Recipient shall use such Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the Recipient shall make no further use, in whole or in part, of any such Confidential Information. However, nothing in this Agreement shall restrict the Discloser from using, disclosing or disseminating its own Confidential Information in any way.

- 3.3. Returns, Destruction of Proprietary Information. The Recipient shall not make any additional copies of Confidential Information without the express written consent of the Discloser. The Recipient agrees that it will within ten (10) days after the earlier of (i) written request by the Discloser or (ii) the expiration or termination of this Agreement (a) discontinue all use and immediately cease distribution of Discloser's Confidential Information; (b) upon request of the Discloser, deliver to the Discloser all tangible documents and materials (and any copies) in Recipient's possession, custody or control containing, reflecting, incorporating, or based on the Discloser's Confidential Information; and (c) upon request of the Discloser, certify in writing to the Discloser that it has complied with the requirements of this clause.

4. Term and Termination

- 4.1. Term. The term of this Agreement shall commence on the Effective Date and end on DCSD's final Session Date.
- 4.2. Termination. Either Party may terminate this Agreement for cause, provided that the other Party is in material breach of this Agreement and has not cured such breach within thirty (30) days of notice thereof.
- 4.3. Survival. The terms and conditions of this clause and Sections 2, 3, 6, 7, 8, 9 and 10 shall survive the expiration or termination of this Agreement

5. Compensation

- 5.1. DCSD shall pay NSSI a per-student rate of \$90 for the Summer Program ("Program Fee"). At the time of execution of this agreement, DCSD shall specify the number of students it expects to participate in the Summer Program. NSSI shall then invoice DCSD for 25% of this amount as a deposit toward Program Fee, which shall be due on receipt. NSSI will submit additional invoice(s) based on the actual number of students participating in the program: one additional invoice for the final 75% of the Program Fee, and (if applicable) a second invoice for any additional Program Fee due based on the final enrollment being higher than the number of students specified below. Final enrollment numbers are due one week prior to the start of the student session. In the event that final enrollment is less than the expected enrollment listed in this Section 5, DCSD shall be refunded for any Program Fees remitted to NSSI.

Students Enrolled (Expected)	9,200
Cost per Student	\$90
Total Fee	\$828,000

NSSI's failure to timely invoice will not constitute a waiver of any of our rights hereunder or constitute a breach by NSSI of this Agreement. The final two invoices are due and payable by ACH or wire transfer within sixty (60) days of DCSD's receipt of each invoice. DCSD will validate any changes to ACH or wire payments by contacting NSSI at finance@nssi.org.

Financial contacts:

For NSSI:
Maddy Levine
Director of Operations
maddy.levine@nssi.org

For DCSD:
Stacy E. Stepney
Chief Academic Officer
stacy_e_stepney@dekalbschoolsga.org

(NSSI will direct invoices to this address.)

6. Authority to Enter Agreement

- 6.1. Each Party represents, warrants and covenants that it has the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform the obligations in this Agreement. You further represent and warrant that as between the Parties, you (and not NSSI) stand in loco parentis to the students enrolled in your schools, and you assume all responsibilities associated therewith.

7. Compliance with Laws

- 7.1. NSSI shall comply with all federal, state, and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its services under this Agreement, including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing. Parties agree to comply with applicable federal and state privacy laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA”), the Children’s Online Privacy Protection Rule (COPPA), and the Protection of Pupil Rights Amendment (PPRA).). NSSI agrees to keep any student records or information that it may come into contact with confidential, and NSSI agrees not to disclose to any third parties any confidential or protected student information.

8. Intent

- 8.1. It is mutually understood, acknowledged, and agreed that the Parties intend to create and are creating an independent contractor relationship under this Agreement. NSSI is an independent contractor and not subject to the control of DCSD except as set forth herein. NSSI agrees that under no circumstances shall NSSI, or any of NSSI’s employees, look to DCSD as his/her/its employer, or as a partner, agent, or principal. DCSD does not authorize or empower NSSI to use DCSD’s name in any capacity other than as provided herein and NSSI shall not make any contract, agreement, warranty, or representation on DCSD’s behalf, incur any debt or other obligation in DCSD’s name, or sign DCSD’s name to any contracts, documents, receipts, bills, invoices, or any other written instrument.

9. Indemnification

- 9.1. NSSI agrees to hold harmless and indemnify the DeKalb County Board of Education, its members and officers, and DCSD, its employees and representatives (hereinafter the “Released Parties”) from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in any investigation, defense or prosecution thereof, to the extent caused in whole or in part by any intentional or negligent act, error or omission of NSSI or any of its employees, representative, agents, or contractors, as a result of services under this Agreement. NSSI agrees further to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to NSSI from events over which the Released Parties exercise no control, such as Acts of God, strikes or government restrictions.

10. Limitation of Liability

- 10.1. Disclaimer. As the organization implementing the Summer Programming, DCSD acknowledges and agrees that DCSD is solely responsible for the conduct and safety of students and any participating

DCSD teachers or staff members. NSSI expressly disclaims all liability in connection with any actions taken or not taken by DCSD, DCSD students, DCSD Teachers, and all other members of DCSD staff. NSSI further expressly disclaims all liability in connection with any damages or injuries that may be incurred in connection with any student's participation in yoga, movement, dance and/or any other physical activity offered in connection with the Summer Programming.

11. Assignment

- 11.1. Neither DCSD nor NSSI may assign their rights under this Agreement without the prior written consent of the other.

12. Insurance

- 12.1. NSSI shall not commence Work under this Agreement until it has obtained all the insurance required under this Section 8 and delivered certificates of insurance evidencing such coverages to DCSD, nor shall NSSI allow any Subcontractor to commence work on a subcontract until Subcontractor has provided the insurance required hereunder. The insurance required under this Section 8 shall be maintained in full force and effect during the performance of the Work until this Agreement is terminated. DCSD shall be named as an additional insured on all policies (except for Worker's Compensation). The insurance coverages required hereunder are as follows:
 - a) Commercial general liability insurance written on an "occurrence" basis, including coverage for premises/operations, products/completed operations, broad form property damage blanket contractual liability, independent contractors and personal insuring, and sudden and accidental pollution, with no exclusions for explosion, collapse and underground perils, with limits of not less than \$1,000,000 per occurrence for bodily injury (including death) and property damage and a \$2,000,000 aggregate limit;
 - b) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and in accordance with statutory legal requirements, with a combined single limit of not less than \$1,000,000 per accident with respect to bodily injury (including death) and property damage and a \$2,000,000 aggregate limit; and
 - c) Workers compensation with statutory limits and employers' liability with limits of not less than \$1,000,000 per occurrence.
- 12.2. NSSI waives all rights of subrogation, against DCSD and its board members, officers, employees, agents, insurers, other Vendors and subcontractors and consultants for any damages covered by any type of insurance.

13. Miscellaneous

- 13.1. Background Checks. A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors ("Individuals") who provide services on DCSD's premises, supervise services on DCSD's premises or have contact with students. All Individuals shall undergo the same criminal background check, within the last 365 days, as required of DCSD's own employees. Such background checks shall be performed by DCSD at the expense of the Individual at a cost of \$45.00 per person. Upon receipt and evaluation of the background check, DCSD may demand that the Individual have no contact with students or parents, or exclude such Individual from performing work on DCSD's premises or otherwise for DCSD, in its sole and absolute discretion. DCSD may make such determination regardless of whether such charges may have been dismissed, expunged, sealed, removed from the record, treated under "first offender" status or dad docketed. Any failure by NSSI to obtain a criminal background check for any Individual as required herein, may result in the termination of this Agreement without penalty to DCSD.
- 13.2. Persons Under Investigation. DCSD reserves the right to request that NSSI not permit any NSSI employee, agent or other of its service providers to provide services under this agreement if said person is under investigation for any wrongdoing. NSSI agrees to comply with any request from DCSD to remove said person as a service provider. NSSI agrees to cooperate with DCSD to the fullest extent

practicable in any investigation of any actual or alleged misconduct of any Vendor employee or employer in connection with any activity arising out of this Agreement, including allowing access to interviews of NSSI's employees, agents or service providers or any documents related to alleged or suspected misconduct. NSSI agrees to inform DCSD within twenty-four hours that any of its service providers providing services under this agreement have been arrested, convicted or sued (provided service of summons in a civil action) regarding any allegation related to the performance of their professional duties. Failure to comply with any of the foregoing requests will result in the termination by means of a material default by NSSI under this Agreement.

- 13.3. Use of Student Images. Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor (or conserved adult) when groups of minors (and/or conserved adults) are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18 for any students that are not conserved.
- 13.4. Representations, Warranties, and Covenants of NSSI. To induce DCSD to enter into this Agreement, and with DCSD's express reliance thereon, NSSI hereby covenants, agrees and represents the following: NSSI is not in financial default in any respect that materially adversely affects any of its properties or businesses, operations, or condition, financial or otherwise, under any existing security agreement, mortgage, security deed, equity agreement, or other agreement or instrument to which NSSI is a party or by which NSSI is contractually bound; and there is no pending or, to the knowledge of NSSI, threatened claim, action, suit, investigation or other proceeding at law or in equity by or before any federal, state, local or other court or governmental agency that materially affects the financial condition or viability of NSSI as a going concern, and there is not any judgment, order, writ, injunction or decree of any such court or agency materially affecting the financial condition or viability of NSSI as a growing concern, or any properties or assets of NSSI (herein collectively referred to as "Material Actions"). Until such time as this Agreement is terminated, NSSI shall provide DCSD prompt written notice of any Material Actions.
- 13.5. Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, epidemics, pandemics, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.
- 13.6. Notices. All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) when sent by email, at the time the recipient replies or otherwise acknowledges receipt (with an automatically emailed response not constituting acknowledgment for purposes of this Section); (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) on the date of delivery or attempted delivery by a nationally or internationally recognized courier, as shown by the records of the courier. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to NSSI: National Summer School Initiative, Inc.
147 Prince Street, 3/54
Brooklyn, NY 11201
Attention: Steven F. Wilson
steven@stevenfwilson.com

If to DCSD: Dekalb County School District
1701 Mountain Industrial Boulevard

- 13.7. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.8. Entire Agreement; Headings; Amendment. This Agreement constitutes the entire agreement of the Parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements and undertakings, both written and oral between the Parties with respect to the subject matter hereof, except as expressly provided herein. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.
- 13.9. Governing Law. Conflict Resolution. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Georgia without giving effect to any choice or conflict of law provision or rule (whether of Georgia or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any court of appropriate jurisdiction in the state of Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 13.10. Counterparts; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement A signed copy of this Agreement delivered by facsimile, scanned PDF, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates reflected below.

NSSI	DCSD
Signature:	Signature:
Name: Doug McCurry	Name:
Title: Chief of Programs and Partnerships	Title:
Date:	Date:

Exhibit A

DCSD Responsibilities

1. Generally. DCSD will recruit and identify DCSD Teachers, as well as administrators/coaches to participate in the Summer Program.
2. Teacher and Supervisor Staffing. DCSD will be solely responsible for maintaining DCSD Teacher and supervisor staffing levels. To the extent possible, DCSD will work to staff teachers and administrators/coaches per the ratio specified by NSSI. DCSD will provide a roster of all teachers and administrators/coaches using the transmission method NSSI identifies. The level of compensation of DCSD Teachers, administrators/coaches and other staff is entirely DCSD's decision.
3. Point Person. DCSD will identify a single point of contact ("Point Person") who shall be the liaison to NSSI. The Point Person will be the primary person responsible for all communication with NSSI, including responding to emails and calls and attending regular meetings with NSSI.
4. Professional Development. All DCSD Teachers and administrators/coaches will, to the extent possible and schedules permitting, attend NSSI's 3-day long Teacher Institute and ongoing professional development (PD) sessions conducted by NSSI once per week.
 - Schedule permitting, DCSD will make a good faith effort to ensure that DCSD Teachers attend their subject-specific pre-institute and ongoing professional development
 - Schedule permitting, DCSD will make a good faith effort to ensure that administrators/coaches attend weekly coach meetings as well as at least one professional development meeting with their DCSD Teachers weekly.
5. Administrator/Coach. DCSD will assign one (1) administrator/coach for every 10 to 15 DCSD Teachers. DCSD will provide a roster of all DCSD Teachers and administrators/coaches using the transmission method NSSI identifies. The administrator/coach shall be responsible for all teacher and student matters, including but not limited to:
 - *DCSD Teacher professionalism, absences and substitute teacher*: Managing teachers and devising and implementing a substitute teacher plan.
 - *Parent communication*. Serving as contact person for all parent issues that are not successfully resolved with the student's teacher, including student motivation and attendance student behavior/discipline.
 - *Technology*. Serving as liaison to DCSD's IT help desk to ensure that tech issues of teachers and students, including connectivity, are promptly resolved.
 - *Coaching of DCSD Teachers*. All additional coaching that DCSD elects to provide is the responsibility of the administrator/coach. NSSI suggests that, if possible, coaching include observing and providing feedback on live or recorded instruction, reviewing feedback given by DCSD Teachers on students' work, reviewing teachers' grading, and sending emails to all DCSD Teachers as a group highlighting best practices and guidance on how to raise the bar on teaching.
 - *Additional DCSD Teacher Support*. Supporting DCSD Teachers on all intervention and office hour questions.
 - *Learning Management System and video conferencing implementations*. Supporting teachers in the use of G-Suite for Education, Gmail, Google Classroom, and Zoom, or substitute platforms, in accordance with DCSD guidelines and training. Ensure all DCSD participants have access to NSSI Google Drive in order to access all summer materials
 - *Attendance*. Reporting high level attendance data (no student specific information) weekly to NSSI team through Google surveys. Attendance reporting shall be the responsibility of the DCSD Point Person.
 - *Assessments*. Ensuring that teachers report high level assessment data (no student specific information) to NSSI team through a method that NSSI determines.

- *Special Populations.* Supporting DCSD Teachers on any issues of adapting curricula and program to meet the needs of special education students or English Learners.
6. DCSD Teacher. DCSD shall ensure that DCSD Teachers meet expectations for:
 - Attending the Teacher Institute and ongoing PD;
 - Providing feedback to students and grading their work;
 - Attendance tracking;
 - Independent reading log and grading;
 - Morning meeting/advisory;
 - Parent communication and problem solving, including calling, emailing, and texting parents; and
 - Administering assessments, quizzes, polls, and surveys, and reporting high level pre-post assessment data (no student specific information) to our team through Google surveys.
 7. Communication. DCSD shall at all times allow for our staff and Mentor Teachers to communicate with DCSD Teachers and administrators/coaches on essential program information. Additionally, NSSI will provide student and family communication to administrators/coaches to send on. NSSI asks that DCSD sends these emails to families by the due dates requested as some may be asking for feedback on the program that NSSI needs in a timely manner. However, notwithstanding the foregoing, the Parties understand and agree that the DCSD maintains discretion to send any such communications, and to alter or amend any such communications as DCSD deems appropriate.
 8. Video Clips. NSSI will not create video clips of DCSD Teachers' instruction of students without obtaining signed releases from the appropriate individuals and/or their parent(s) to do so. DCSD agrees to collaborate in good faith with NSSI in obtaining such releases.
 9. Technology Requirements. DCSD shall ensure set up of technology stack including email, access to NSSI Google Drive, video conferencing, LMS, and other specified programs as well as devices and connectivity for all participants.
 - Devices with camera (laptop or Chromebook, not tablets) and internet connectivity for all participating staff and students;
 - Access to NSSI Google Drive, a Learning Management System and video conferencing software [if virtual]; and
 - Rapid-response IT help desk to address technology issues of teachers and students.
 10. Student Enrollment: DCSD shall enroll students into the Summer School. DCSD acknowledges that NSSI will not collect identifiable student information, but will simply ask for high level student enrollment information.
 11. Program Fidelity. While effective teaching always leaves room for student-based differentiation, DCSD will endeavor to implement the Summer Programming, including our curriculum and program, with fidelity.