



## **Forward Journey**

# Accelerator Development Plan and Memorandum of Understanding

**December 14, 2023**

### Organizational Background:

Forward Journey (FJ) was selected to participate in DANA's Nonprofit Accelerator 2024 – 2026 Cohort. The Executive Director and Board completed an application, interviews, and a CCAT assessment to help shape the development plan for the program.

Forward Journey provides day services for adults with multiple severe disabilities. Since 2006, they have been a unique provider to this growing population, now serving 40 individuals in two locations. They are a partner with the Delaware Division of Disabilities Services which provides a reliable revenue stream for their services. However, this high dependency on reimbursement government contracts also creates challenges as the fixed rates don't meet the growing cost requirements to retain staff and address inflationary rates.

Forward Journey also has long-tenured staff, including the Executive Director. She is in essence a founding Executive, having joined several months after its founding. It was noted that some staff may be retiring in the next several years; creating opportunities to develop rising leaders in the organization for future leadership positions. A recent board survey also identified opportunities for board development.

### Market Context:

Forward Journey positions itself as the only provider of day services for adults with severe disabilities. With a growing population in Delaware, their desire is to expand to new locations – relocating their Kent County location and expanding into Sussex County. The State's delay in an updated rate study has put a lot of pressure on their ability to retain critical staff given the competitive wage market.

### Stated Goals:

In the application and interviews Forward Journey expressed the following outcomes from their participation in the program:

- Strategic Plan
- Staff succession planning & development
- Board Development
- Service location expansion
- Policy review

- Moving paper-based processes to more efficient methods

### Capacity Building Focus Areas:

In addition to the above goals, the interviews and CCAT provided additional perspective on areas that Forward Journey would benefit from:

- Market/Client Needs Assessment
- Strategic Fund Development Plan to diversify funding
- Program evaluation capacity
- Technology assessment and training
- Board recruitment and development

### Recommended Accelerator Pathway:

Based on the Forward Journey's application and the results of the TCC Group's CCAT results, it is recommended that FT pursue the booster pathway in DANA's Nonprofit Accelerator Program.

**Booster Pathway:** *This pathway is designed for nonprofits that already have some operational systems in place but require additional coaching, planning, and leadership development support to enhance and expand their community impact. This assistance aims to equip the organization's leaders and board members with the knowledge, and resources to enhance its capacity. Up to 200 hours annually for operational support can be utilized in the first two years of the program, and 100 hours in the last year.*

### Recommended Accelerator Focus Areas for Next Eighteen Months:

Given organizational development and growth can happen quickly or steadily over time, the development plan is outlined for the first eighteen months, after which time a second CCAT will be taken.

- A: Strategic Plan that includes Market/Client Assessment
- B: Technology Assessment and Training
- C: Board Development and Recruitment
- D: Program Evaluation Capacity Enhancement
- E: Strategic Fund Development Plan

### Focus Area A: Strategic Plan and Market/Client Assessment

Forward Journey is coming to the end of their current strategic plan. Given the organization seeks to expand its services, it is recommended that a strategic plan be completed and include a comprehensive assessment of the market, the clients, and opportunities for growth.

*Estimated Annual Accelerator Support Hours: 80-100 hours*

### Focus Area B: Technology Assessment and Training

Conduct a technology assessment to understand Forward Journey's current systems and identify ways for using technology to reduce paper-based systems; while also training staff on using existing technology.

*Estimated Annual Accelerator Support Hours: 20-60 hours (depending on results of assessment)*

### Focus Area E: Board Development and Recruitment

The board can tap DANA's existing training and governance coaches to support the training efforts. In addition, a governance coach can advise Board leadership on board recruitment and moving the board to a strategic and generative governing board that serves as an asset to the staff and organization. This support could materialize in a combination of ways from board retreats to customized. Forward Journey has a priority to update their new board director orientation and that will be the first area of focus.

*Estimated Annual Accelerator Support Hours: 24-36 hours*

### Focus Area D: Program Evaluation Capacity Enhancement

Assess Forward Journey's existing program evaluation processes including data collection, data recording, analysis, and reporting. Understand internal systems and staff capacity to continuously collect and act upon the findings of the evaluation. Review and or create logic models for FT's core programs. Provide guidance to leadership and the board on methods for tracking progress and achievement of desired program outcomes.

*Estimated Annual Accelerator Support Hours: 30-60 hours*

### Focus Area E: Strategic Fund Development Plan

Based on the results of the strategic plan and the desire to diversify funding, Forward Journey can tap DANA consultants as well as its training programs to create a comprehensive strategic fund development plan for the next several years. It is recommended the plan development begin after the completion of the strategic plan, however the staff and board can benefit from training in advance. DANA's first Accelerator custom cohort training will be focused on fundraising and is scheduled for February.

*Estimated Annual Accelerator Support Hours: 40-60 hours*

### Additional Program Elements:

Throughout the Accelerator Program, Forward Journey will have access to the following resources:

- An orientation and kickoff event for the 2024-2026 Cohort scheduled for January 9, 2024.
- A dedicated DANA Program Navigator, responsible for tracking progress, monitoring hours, and facilitating Forward Journey's access to necessary resources.
- Use of DANA SLACK channel and on-line storage specifically for Accelerator Materials
- A DANA membership, inclusive of access to all member benefits.
- Participation in a Facilitated Executive Director Peer-learning cohort, with five sessions in 2024 and six in 2025/2026.
- Three tailored Accelerator Cohort workshops, each ranging from 4 to 6 hours.
- Five hours per month of technical assistance provided by a DANA team member.
- Eligibility to attend up to five DANA workshops (available in virtual, in-person, and on-demand formats) for both staff and board members. This could serve as professional development opportunities for Forward Journey's staff.

## Milestones for 2024:

Some of the above work will take more than twelve months to complete. However, it is good to have some milestone to help Forward Journey and DANA stay on course to achieving the above by the end of eighteen months. The following milestones are recommended in 2024. Should Forward Journey complete these by December, DANA will refund 10% of Forward Journey's first year investment in Accelerator.

- The Executive Director participates in all the peer-learning sessions
- Forward Journey attends three Accelerator cohort workshops (staff/board/and or Executive Director)
- Completion of a Strategic Plan the incorporates findings from the market/client assessment
- Completion of a technology assessment and develop a plan for use of technology
- Complete program evaluation capacity assessment
- The board participates in two training programs to strengthen governance/create recruitment plan.

## Fees and Payment Schedule:

Thanks in part to a grant by the Small Business Administration, the majority of the estimated cost for Forward Journey's participation is covered. Based on FT's participation in Accelerator's 3-year Booster Pathway, FJ's fee is \$6000. \$2,500 is due for each of the first two years and \$1,000 for the final year. The \$1,000 non-refundable deposit was received on 11/08/23. The balance of fees due and payment schedule is listed below. As an incentive to achieve agreed upon annual milestones, DANA will refund 10% of the annual fee in January following each year of the program if the organization meets annual milestones.

Estimated Market Value of Booster Pathway (3 years)		\$ 130,000
Accelerator Grant Support		\$ 124,000
Accelerator Deposit		\$ 1,000
Balance of 2024 Accelerator Fee due January 15, 2024		\$ 1,500
2025 Accelerator Fee due January 15, 2025		\$ 2,500
2026 Accelerator Fee due January 15, 2026		\$ 1,000
All Invoices are Net 30 Terms		
Total Payment for DANA Nonprofit Accelerator		\$ 6,000

## Acknowledgements

The DANA Nonprofit Accelerator was funded in part through a Grant with the U.S. Small Business Administration, Federal ARPA funds, and private philanthropy. As such DANA is required to report Accelerator evaluation data. DANA will not share any organizational data without prior approval from Forward Journey. However, DANA will share data for the cohort aggregate. This data may include collective insights on participating organization's demographics, leader demographics, population profiles the organizations serve, progress in capacity development over time, and data collected on participant satisfaction with the program. By participating in this program, Forward Journey agrees that DANA may visually document program activities for the purposes of reporting back to funding supporters and for promotion of future cohorts. DANA will honor any request by Forward Journey to exclude individuals or organizational assets from imagery.

The following contractual language outlines confidentiality, ownership of organizational material, and indemnification.

**Memorandum of Understanding**  
**Delaware Alliance for Nonprofit Advancement**  
**and**  
**Forward Journey**

This Memorandum of Understanding (the “MOU”) is made and entered into as of the **12/13/2023** (the “Effective Date”) by and between:

***The Delaware Alliance for Nonprofit Advancement, Inc.*** located at 100 W. 10<sup>th</sup> Street, Suite 1012, Wilmington, DE 19801 (“DANA”).

*And*

**Forward Journey** located at 52 Reads Way New Castle, DE 19720.

WHEREAS Forward Journey (herein referred as “Forward Journey”) wishes to participate in the Accelerator program (hereinafter “Accelerator”) through DANA; and

WHEREAS DANA wishes Forward Journey to participate in Accelerator as set forth herein; and

In consideration of the mutual promises herein contained and intending to be legally bound hereby, DANA and Forward Journey agree as follows:

- 1. Scope of Work.** Beginning on the Effective Date and continuing for the term of this MOU, Forward Journey engages DANA to deliver Accelerator services for Forward Journey. DANA will be responsible for providing such services (the “Services”) as described in detail in the Accelerator Workplan (herein referred as “Workplan”).

During this term of this MOU (as set forth below), DANA will perform the Services at the Forward Journey office at 52 Reads Way New Castle, DE 19720 or at mutually agreed-upon locations.

Both parties acknowledge and agree that the task-specific time allocations described in the Workplan are good-faith estimates and that some modification may be made to accommodate unforeseen conditions, provided such modifications are agreed to by the parties in writing.

Modest changes within the overall Workplan may be made without formal amendment to this MOU, provided that the full scope of the Services is completed on or before **December 31, 2026**.

DANA and Forward Journey may mutually agree to modify the Services from time to time during the term of this MOU, provided such modifications are agreed to and memorialized by both parties in writing and countersigned by both parties.

DANA and Forward Journey agree that during the course of this MOU individual Accelerator projects will be developed with Forward Journey. This MOU serves as the basis for undertaking such projects during the term of the MOU and they will be considered addendums to the MOU.

2. **Payment for Services.** Forward Journey will pay DANA a total of **\$6000** for the Services contained in and in accordance with the schedule in the proposal page. DANA will deliver invoices related to the project to *Executive Director* via email or at the following address:

Forward Journey  
52 Reads Way New Castle, DE 19720

Absent timely written objection, Forward Journey shall pay each invoice no later than 30 days following the receipt of the invoice. Payments will be in the form of ACH, credit card or check payable in U.S. dollars to:

DANA  
100 W. 10<sup>th</sup> Street, Suite 1012  
Wilmington, DE 19801  
Tax ID#: 22-2792474

3. In the event Forward Journey breaches its payment obligations under this MOU, in addition to all remedies available under this MOU, DANA shall be entitled to recover all fees and costs of collecting amounts due under this MOU, including but not limited to interest, reasonable attorneys' fees, and Court costs or Arbitration costs.

The parties agree that the payment set forth in this paragraph may be modified in accordance with modifications to the Services provided hereunder, provided the parties agree in writing thereto.

4. **Term.** This MOU will commence on the Effective Date and expire **on December 31, 2026** (the "Term"), unless otherwise terminated pursuant to Paragraph 16, below, or extended by written MOU of the parties.
5. **Supervision and Reporting.** DANA's Vice President of Consulting and Program Director will be responsible for supervising the services provided by DANA. DANA will report to Forward Journey on all contractual matters related to this MOU in a timely fashion. Forward Journey agrees to notify DANA's Vice President of Consulting and Program Director in a timely fashion if it believes Services are not being provided in the agreed-upon fashion under this MOU.
6. **Independent Contractor.** Forward Journey acknowledges and agrees that DANA will/may retain third-party contractor(s) to provide Services under this MOU. DANA acknowledges and agrees that it, and any team member, employee, or third-party contractor of DANA, is acting under this MOU solely as an independent contractor. DANA, and any team member, employee, or third-party contractor of DANA, will not be deemed an employee, agent, partner or joint ventures of Forward Journey for any purpose whatsoever, and will have no authority to bind or act on behalf of Forward Journey. This MOU will not entitle DANA, or any team member, employee, or third-party contractor of DANA, to participate in any benefits available to employees of Forward Journey, including, without limitation, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans, and the like.
7. **Retention of Property.** Forward Journey acknowledges that during the course of providing the Services under this MOU, DANA (or contractors working for DANA) may provide Forward Journey with copyrighted material, or such other intellectual property (including but not limited to patents, trademarks or licensed materials), which Forward Journey agrees shall not become property of Forward Journey under this MOU. Forward Journey expressly agrees to cooperate with DANA in the protection and use of such material, and further agrees to comply with all applicable law regarding the use of such material. Further, Forward Journey agrees to indemnify, defend, and hold harmless DANA, its officers, directors, employees, agents, successors, and

assigns, from and against any and all damages (including without limitation, reasonable attorney's fees) which may arise, in whole or in part, out of a breach by Forward Journey of its obligations under this paragraph.

- 8. Confidentiality.** In the course of fulfilling its obligations hereunder, either party hereto will likely need to disclose information to the other party that is proprietary and/or confidential. The Receiving Party (whether it is Forward Journey or DANA that receives the confidential information) agrees to keep such information private and confidential and shall not disclose such information to any person or third party, except as necessary to fulfill the obligations under this MOU. Such information may be oral, written, or documentary. Any such information deemed confidential must be identified as such when such information is shared with either the parties to this MOU or any person fulfilling the obligations under this MOU. This Paragraph does not include as "confidential" any information that: (a) is already known to the Receiving Party as evidenced by prior documentation; or (b) is or becomes publicly known through no wrongful act of the Receiving Party; or (c) is rightfully received by the Receiving Party from a third party without restriction and without breach of this MOU or any other MOU; or (d) is approved for release by written authorization of the Disclosing Party.

Notwithstanding the foregoing, DANA (or contractors working for DANA) agrees that it will only share confidential information with the Forward Journey Chief Executive Officer, Board Chair and Board alone, unless specifically requested and/or approved in writing by the Forward Journey Chief Executive Officer, Board Chair or Board.

Additionally, matters related to compensation (Paragraph 2 above and the Proposal compensation schedule) in this MOU are to be considered confidential, and made available only to DANA, appropriate tax authorities, and the Forward Journey Chief Executive Officer, Board Chair and Board.

- 9. Cooperation.** Forward Journey acknowledges and agrees that Services provided under this MOU require the good faith participation of Forward Journey. Forward Journey agrees to participate in the Services under the MOU, and to commit its best efforts to accepting the Services provided hereunder.
- 10. Force Majeure.** DANA shall not be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including, but not limited to the non-compliance of Forward Journey with relation to their responsibilities for participation in the Project described in the proposal scope of work or breach of this MOU.
- 11. No Representation or Warranty.** DANA agrees to provide the Services under this MOU; however, DANA makes no representation or warranty, either express or implied, that Forward Journey or its board will be more stable or sustainable or successful or will demonstrate improved results because of successfully completing the Services. Forward Journey, on behalf of itself and its board, agrees to accept the Services under this MOU and accepts sole responsibility for the operation of Forward Journey and the acts of its board and staff arising out of or related to the Services.
- 12. Termination.** This MOU shall terminate upon completion of the Term but may be terminated by DANA if Forward Journey fails to pay any invoice on a timely basis and provided DANA has sent the Forward Journey a written sixty-day notice to cancel, and the Forward Journey fails to cure this default within 60 days. This MOU may be terminated by DANA if Forward Journey fails to cooperate with DANA (as set forth herein) or otherwise fails to accept the Services. Forward Journey may terminate this MOU if DANA fails to perform the services it has warranted herein on a timely basis and provided Forward Journey has sent DANA a written sixty-day notice to cancel, and DANA fails to cure this default within 60 days. Termination of this MOU shall not terminate the obligations of Forward Journey related to confidentiality, indemnification or the invoices submitted prior to cancellation.
- 13. Waiver.** Waiver of any one provision of this MOU will not be deemed to be a waiver of any other provision.



- 14. Severability.** Each provision of this MOU will be considered separable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation of or affect the remaining provisions of this MOU.
- 15. Arbitration.** Any and all disputes arising out of or relating to this MOU shall be subject to mandatory, confidential, binding arbitration under the Federal Arbitration Act, 9 USC §§ 1 et seq., as amended, to the exclusion of all state law ("Arbitration"). The place of arbitration shall be Wilmington, Delaware. Commencement of the Arbitration shall take place only after the parties have engaged in a good faith attempt to resolve their disputes through direct meetings or with the assistance of a mediator. The Arbitration shall be submitted to the American Arbitration Association, or such other alternative dispute resolution Forward Journey as agreed upon by the parties. The Arbitration procedure shall be in accordance with the Forward Journey's commercial rules. The Arbitration Panel shall consist of a single Arbitrator chosen from a list of qualified individuals provided by the Forward Journey. Regardless of outcome, or the nature of any award or determination made by the Arbitrator, the parties shall pay for their own costs and fees and shall pay exactly fifty percent (50%) of the final fee charged by the Arbitrator. Once the parties have submitted their written positions to the Arbitrator, the Arbitrator shall issue a written Award within thirty (30) days or seek an extension of time from the parties. If the Arbitrator is unable to provide the Award within thirty days, or the extension granted by the parties, the Arbitrator shall have waived any right to payment. The Arbitration Award shall be confirmed and enforced in any state or federal court. If an Award is not provided by the Arbitrator within the given timeframe, then either party may take legal action in the state or federal courts in Delaware.
- 16. Governing Law and Jurisdiction.** This MOU will be governed by and construed in accordance with the laws of the State of Delaware. Subject to the Arbitration provisions of this MOU, any legal action or proceeding brought under this MOU or in any other way arising out of or in relation to this MOU will be brought exclusively in either the state or federal courts located in Delaware. The parties hereto irrevocably submit to the exclusive jurisdiction and venue of said courts in any such action or proceeding and hereby waive any and all objections to the personal jurisdiction and venue of said courts.
- 17. Entire MOU.** This MOU, including the proposal description and compensation schedule, which are incorporated herein, constitutes the entire MOU between DANA and Forward Journey with respect to the subject matter hereof and, supersedes all prior oral or written MOUs and understandings relating to the subject matter hereof.
- 18. Counterparts.** This MOU may be executed in counterparts and by facsimile or email signature or other electronic format, each of which will be deemed an original, and all of which will together constitute one and the same instrument.

The parties hereto have executed this MOU as of the day and year first above written:

**For the Delaware Alliance for Nonprofit  
Advancement, Inc.:**

*Earl Sissell*

Earl Sissell

Vice President of Consulting

12/13/2023

Date

**For Forward Journey:**

\_\_\_\_\_  
Vivan Turner

Executive Director

Date