



**FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**  
 2490 Hilborn Road • Fairfield, California 94534 • Telephone (707) 399-5000  
 FAX: (707) 399-5151 • [www.fsusd.org](http://www.fsusd.org)

**Independent Contractor Agreement for Professional Services  
 (Non-Construction Related)**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on January 30, 2019 ("Agreement"), by and between **Fairfield-Suisun Unified School District** ("District") and Nicole Anderson Consulting ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services.  **As indicated in Exhibit "A" or**  **as follows:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

- Consultant is providing services for a total flat fee of: \$ 2,500.00 ; or
- Consultant will provide a maximum number of hours of service at a rate of \$ \_\_\_\_\_ per hour for a total not to exceed \$ \_\_\_\_\_ ; or
- Other: \_\_\_\_\_.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, period of Services, number of hours of Services, brief description of Services provided).

3. **Agreement Time.** The Services shall commence on March 1, 2019, and shall be completed by June 30, 2019 ("Agreement Time").

4. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

|   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Signed Agreement  | <input checked="" type="checkbox"/> Insurance Certificates & Endorsements | <input checked="" type="checkbox"/> W-9 Form |
| <input checked="" type="checkbox"/> <b>Per Education Code Sections 45100-45139/88000-88040 defines what constitutes the classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System? <u>  </u> Yes <u>  </u> No</b> |   |  |

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

|  |  |
|--|--|
| <b>DISTRICT</b><br>Fairfield-Suisun Unified School District<br>2490 Hilborn Road<br>Fairfield, CA 94534<br>Attn: Amanda Rish, Director<br>Purchasing & Contract Services | <b>CONSULTANT</b><br>Nicole Anderson Consulting<br>5841 Cabernet Drive<br>Vallejo, CA 94591<br>Attn: Nicole Anderson<br>Fax/E-mail: <a href="mailto:ndanderson@msn.com">ndanderson@msn.com</a> |
|--|--|

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:  
*"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Virginia Casner (VC) – See RFC

INITIAL HERE: 

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:



For each person, the District requires a statement of TB Clearance on file with the District.

**Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: \_\_\_\_\_ (Consultant initials)

INITIAL HERE:  (District Representative initials)

8. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

| <i>Insurance NOT required of Consultant if corresponding box initialed by District representative</i>                       |  |   |
|---|--|---|
| <b>Commercial General Liability</b>   | \$1,000,000 per occurrence;<br>\$2,000,000 aggregate | —   |
| <b>Automobile Liability, Any Auto, combined single limit</b>  | \$1,000,000 per occurrence;<br>\$2,000,000 aggregate | —   |
| <b>Workers Compensation</b>   | Statutory limits pursuant to State law               | —   |
| <b>Employers' Liability</b>   | \$1,000,000  |  |
| <b>Professional Liability (E&amp;O), if Consultant is providing professional services or advice (on a claims-made form)</b> | \$1,000,000  |  |

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, the Consultant has read and agrees to comply with the Terms & Conditions attached hereto. Each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement.

**Fairfield-Suisun Unified School District**

Dated: 2/4, 2019

Signature: Michelle Henson

Print Name: Michelle Henson

Print Title: Asst. Supt. of Bus. Svcs.

**Consultant: Nicole Anderson Consulting**

Dated: 1/31/2019, 2019

Signature: MA

Print Name: Nicole Anderson

Print Title: Educational Equity Consultant

**Approved as to Form:**

Dated: Jan. 31, 2019

Signature: Amanda Rish

Print Name: Amanda Rish

Print Title: Director, Purchasing & Contract Services

**Information regarding Consultant:**

Indicate type of entity or if individual:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

**TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the

District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

7.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall

immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

9. **Student Records.**

9.1. **Confidentiality.** The District, in its sole and absolute discretion, may choose to provide Consultant and Consultant's agents and employees ("Personnel") with access to records that are protected from disclosure by various laws ("Confidential Information"), or may have previously chosen to do so, provided that access may lawfully be given under applicable law. The District, in its sole and absolute discretion, may, for example, choose to provide Consultant with access to records that are protected from disclosure by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and 34 C.F.R. part 99 ("FERPA Regulations"), if Consultant has a legitimate educational interest pursuant to 34 C.F.R. § 99.31(a)(1)(i)(A). In the event that the District, in its sole and absolute discretion, permits Consultant access to Confidential Information, Consultant and its Personnel shall hold the Confidential Information in trust for the District's benefit, and shall, in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of Confidential Information.

9.2. **Nondisclosure.** Should District, in its sole and absolute discretion, choose to permit Consultant and its Personnel access to Confidential Information, or has already done so, Consultant acknowledges and agrees that Consultant and its Personnel shall use the Confidential Information solely in connection with

performance by Consultant of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Consultant acknowledges and agrees that Consultant will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that Consultant's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Consultant or its Personnel disclose or permit the disclosure of Confidential Information or any files, compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information ("Derivative Product") to any person that is not a Party to this Agreement without the prior written consent of District. Consultant shall not distribute, disclose, or disseminate any Confidential Information to any person, except that Consultant may disclose Confidential Information to its Personnel if necessary to perform the Personnel's function. Disclosure to Consultant's Personnel shall be limited to Confidential Information that is necessary to perform Personnel's Services and related to the legitimate educational interest for which the Confidential Information was disclosed.

9.3. **Subpoenas and Judicial Orders.** Notwithstanding any other term of this Agreement, Consultant may disclose Confidential Information received from District when required to do so by law, judicial body, or government agency, provided that it complies with applicable law. However, if Consultant or its Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, Consultant shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall Consultant or its Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until Consultant has given all required notices to the District, parent, and/or eligible student. Consultant agrees and acknowledges that a violation of this paragraph by Consultant shall be a material breach of this Agreement.

9.4. **Breach.** If Confidential Information in the possession of Consultant is accessed without authorization, or if a system maintained by Consultant containing Confidential Information is breached, Consultant shall notify the District in writing without delay. Consultant shall be solely responsible for compliance with any legally required notifications resulting from the breach, including notifications to affected persons, and Consultant shall reimburse the District for the reasonable cost of any notification the District, in its sole discretion, deems appropriate, regardless of whether such notification is mandated by law.

10. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

11. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

12. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

18. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any

term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

28. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this

Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

**EXHIBIT "A"**  
**Scope of Work or Services**

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If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement.

See attached Exhibit "A" – Proposed Work Plan.

All related contract correspondence must reference the applicable contract **#7566-19**. All invoices must reference the applicable purchase order number. Payment terms are net 30 days after receipt of each invoice.





**Proposal of Professional Learning Services:  
Equity Leadership  
Kris Corey, Superintendent  
Fairfield-Suisun Unified School District**

Nicole Anderson Consulting  
5841 Cabernet Drive  
Vallejo, Ca. 94591

916-539-7161  
ndanderson@msn.com  
nicoleandersonconsulting.com

# Equity Leadership Framework Overview

## 6 Phases of Equity Leadership

### A Blended Framework grounded in Practical and Theoretical Equity Focused Concepts to Impact Decision-Making

Nicole Anderson Consulting 2018

The Equity Leadership Framework includes 6 phases of leadership that educators can use to guide equity driven decisions. The framework embodies a sequential, yet ongoing journey that is grounded in an inside-out approach to addressing equity challenges. These include the following:

1. **Deepen Belief Systems:** Reflect upon one's own social-cultural identity including beliefs and biases that impact mindset
2. **Understand Diversity:** Seek to understand and value other cultures through storytelling and relationship building in order to expand equity lens in personal and professional life
3. **Empower Oneself:** Become familiar with research based strategies, language, and concepts to deepen awareness in order to interrupt inequities. This includes building capacity of others through ongoing professional learning as well as leveraging of alliances to lead collective work and create a cultural shift.
4. **Be Proactive and Responsive:** Develop an equity action plan to include the intentional examination of current policy and data that reveal stakeholders who are not being served well in the educational system. During this phase, begin to utilize strategies learned with an anticipation of the barriers to equity and cultural proficiency.
5. **Serve Diverse Needs of the Community:** Strategically implement equity action plan steps which can include the development or revision of policy, innovative allocation of resources, as well as a complete shift in practice.

**Close Equity Gaps:** Celebrate growth as well as monitor and adjust equity action plan as diverse needs evolve in order to sustain gap closure.

#### Guiding Questions for Equity Driven Work

- Who are you? What is your "why"?
- How do you define equity? What does it look like in action?
- What equity gaps exist in your department/school/district/county/organization? Who is impacted? How do you know?
- What research and data will you use to identify, monitor, and address equity gaps?
- What policy changes can you make to address these equity gaps? How will you strategically carry this out?
- How will you measure change of practice that derives from your policy changes?
- How will you sustain these changes in policy and practice?



**Fairfield-Suisun School District**  
**Proposal for Professional Learning Services: Equity Leadership**  
**March 1, 2019-June 30, 2019**

**Nicole Anderson Consulting**

**Our Mission and Vision**

**Our Vision is to realize the closure of educational equity gaps in school districts throughout the nation.**

**Our Mission is to support educational leaders in the creation of new and equitable schools that intentionally meet the needs of every student in order for them to attain their personal and professional goals and contribute to the transformation of societal constructs and systems. We strive to support educational leaders by building a platform of research based resources and tools that enable them to shift their mindsets and thus, their practices.**

**About Us**

**In 20 years of service in education, Nicole Anderson has served as a developer and facilitator of professional learning services as well as an advocate for educational equity work in numerous ways around the nation. She recently held the position as the first Diversity and Equal Access Executive in the history of the Association of California School Administrators (ACSA) for almost four years. In this role, she led work focused on equity and diversity including the facilitation of statewide professional learning for ACSA leaders and state board, coordination of the California Equity Leadership Alliance, as well as the development of networks for administrators of diverse backgrounds. Her work also includes the development of a research team that provides research based content and conducts case studies of educational leaders around the state on their journey to closing educational equity gaps. As an ACSA member, she served as the Chair of ACSA's Equity Committee (formerly called the EADS -Equity, Achievement, and Diversity for Success Committee) where she focused on leading the work of implementing a system that will effectively address the beliefs of ACSA around equity for students and leaders in California. Her work has truly carved a path for educational leaders to be empowered and equipped to build capacity to close educational equity gaps around the state, nation, and world.**

**As a practitioner, Nicole served as an Elementary Principal in Vallejo, California where she held numerous positions as a site administrator for 10 years, which included High School Assistant Principal/Dean and Vice Principal in Vallejo City Unified School District. She was also a Leadership Teacher, Spanish Teacher and Activities Director for 6 years at Jesse M. Bethel High School in Vallejo, which is named after her grandfather. She follows in his footsteps as an advocate for equity and civil rights for students of color in the city of Vallejo, the state of California, and around the nation.**

**In her role as a consultant, she continues to work with a strong team of experts and practitioners who support a deeper implementation of equity related work which transcends across multiple industries; education and beyond. Ultimately, we strive to "truly" ensure that equity is at the forefront of all professional work so that students, staff, and all stakeholders realize success.**

**"Educational Leaders: we cannot close the achievement gap that we see in our schools if don't close the one in our minds first." -Nicole Anderson**

**Partnerships**

**We value and thrive from our partnerships with clients, researchers, practitioners, and experts in the field who provide a wide range of products and services to serve the needs of educational leaders. These partners include the Association of California School Administrators, the National Association of School Superintendents, California Collaborative for Education Excellence, California School Boards Association, Dr. Jeff Duncan Andrade, Epoch Education, Generation Ready, Center for Leadership, Equity, and Research (CLEAR), O. Brown and Associates, Dr. Randall B. Lindsey, Stephanie Graham Rivas, Dr. Shayna Sullivan Langhorne, Sonjhia Lowery, Tovi Scruggs-Hussein, Kevin Taylor, Steven Joiner, Dr. Patricia Brent Sanco, and a host of other associates.**

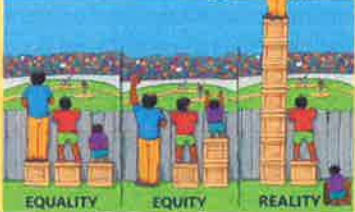
Fairfield-Suisun School District  
 Proposal for Professional Learning Services: Equity Leadership  
 March 1, 2019-June 30, 2019

**Proposed Work Plan**

-Targeted Model-

**Summary of client equity challenge/desired outcomes:**

- Facilitation of equity related content through leveraging current equity related work as we as build internal capacity to provide optimal services and support to the school district's focus on sustainability closing equity gaps.
- Professional development for school board members and district leadership focused on educational equity, cultural awareness, and related research based strategies to guide equity action plan/policy development.
- Align equity driven professional learning activities with current school district and site focus areas while integrating equity work across departments within the school district office.

| Work plan (Phase)   | Recommended Stakeholder Group(s)  | Overarching Topics   | Outcomes/ Activities  |
|---|---|--|---|
| <p>Phase 1- Deepen Belief Systems</p> <p>(½ day Workshop)</p> | <ul style="list-style-type: none"> <li>• Equity Leadership team</li> <li>• Superintendent</li> <li>• Executive Cabinet</li> </ul> |  <p><b>Equity Leadership Training Overview</b></p> <ul style="list-style-type: none"> <li>• Creating Safe Space/Community Agreements</li> <li>• Equity Leadership Overview/Phases of equity work</li> <li>• History of Public Education</li> <li>• Disrupting the patterns of inequity</li> </ul> <p><b>Defining equity, common terms (i.e. structural racism, implicit bias, cultural proficiency, oppression, micro aggressions, stereotypes, etc.)</b></p> <p><b>Building Capacity in Equity Leadership</b></p> <ul style="list-style-type: none"> <li>• Developing equity driven work plan</li> <li>• Identifying equity Gaps and needs</li> <li>• Review data dashboard/school data charts</li> <li>• Triangulated data/Maslow's Hierarchy of Needs</li> </ul> | <p><b>Capacity Building</b></p> <ul style="list-style-type: none"> <li>• Define and develop leadership team</li> <li>• Equity work alignment with federal, state, and district initiatives and policy</li> <li>• Strategic planning to expand work across divisions/ departments</li> <li>• Evolve Equity Initiative/work</li> </ul> <p><b>Needs Assessment</b></p> <ul style="list-style-type: none"> <li>• Identify need and focus area</li> <li>• Identify barriers and equity gaps</li> <li>• Review key data points/root cause</li> </ul> <p><b>Awareness</b></p> <ul style="list-style-type: none"> <li>• Develop a lens to examine policy/practice that yield equity gaps</li> <li>• Define equity definition</li> </ul> |

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|   |  |  |  |
|---|--|--|--|
| <p><b>Phase 2-<br/>Understanding<br/>Diversity</b><br/><br/>(2 days total)</p> <p><b>2 Board Study<br/>Sessions</b></p> | <p><b>School board,<br/>Superintendent</b></p> | <p><b>Equity Leadership Development</b></p> <ul style="list-style-type: none"> <li>• Creating Safe Space/Community Agreements</li> <li>• Equity Leadership Overview/Phases of equity work</li> <li>• Disrupting the patterns of inequity</li> </ul> <p><b>Defining Equity</b></p> <ul style="list-style-type: none"> <li>• History of public education</li> <li>• Defining equity, common terms</li> </ul> <p><b>Best Practices and Resources</b></p> <ul style="list-style-type: none"> <li>• Cultural Proficiency Framework &amp; Tools</li> <li>• Implicit Bias</li> </ul> <p><b>Closing Gaps</b></p> <ul style="list-style-type: none"> <li>• Identifying Equity Gaps and needs</li> <li>• Review data dashboard/school data charts</li> <li>• Triangulated data</li> <li>• Maslow’s Hierarchy of Needs</li> </ul> <p><b>Action Plan Development</b></p> <ul style="list-style-type: none"> <li>• Action Planning components</li> <li>• Examine and revise policies with equity lens (i.e. behavior/discipline policy)</li> <li>• Aligning equity plan with LCAP state priorities</li> </ul> | <p><b>Awareness/Strategic Facilitation</b></p> <ul style="list-style-type: none"> <li>• Develop a lens to examine policy/practice that yield equity gaps</li> <li>• Define equity definition</li> </ul> <p><b>Self-Assessment,<br/>Organizational Assessment,<br/>Strategies</b></p> <ul style="list-style-type: none"> <li>• Reflective Activities to use with staff</li> <li>• Strategic Facilitation</li> <li>• Assessing Readiness to Implement Equity Work</li> </ul> <p><b>Implementation/Monitoring</b></p> <ul style="list-style-type: none"> <li>• Analyzing the “Right” Data</li> <li>• Make connections with research to change practice and policy</li> <li>• Develop the Equity Plan/policy in connection with district/site priorities</li> </ul> <p><b>Collaboration</b></p> <ul style="list-style-type: none"> <li>• Share/receive feedback</li> <li>• Share best practices</li> </ul> |
|---|--|--|--|



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|   |   |  |  |
|---|---|--|--|
| <p>Phase 4-<br/><b>Be Proactive and Responsive</b></p> <p>(various professional learning services)<br/>(spring, fall)</p> | <ul style="list-style-type: none"> <li>• Site Stakeholders</li> <li>• Key Community stakeholders</li> <li>• Equity Leadership Team</li> </ul>   | <p><b>Differentiated Capacity Building</b></p> <ul style="list-style-type: none"> <li>• Site visits/equity walks</li> <li>• Equity leadership coaching (staff cohorts, individuals)</li> <li>• Student/staff/parent voice sessions/workshops</li> <li>• Deeper dive-Pd training</li> </ul> | <p><b>Build capacity</b></p> <ul style="list-style-type: none"> <li>• Provide ongoing professional support</li> <li>• Differentiate professional learning services for all stakeholders</li> <li>• Provide safe space and networks to advance equity initiative</li> <li>• Provide customized district support</li> <li>• Collect qualitative student data</li> </ul>  |
| <p>Phase 5-<br/><b>Serving Diverse Communities</b></p> <p>(Customized based on site/district needs)</p>                   | <ul style="list-style-type: none"> <li>• Equity Leadership Team</li> <li>• Key Stakeholders</li> </ul>  | <p><b>Targeted Technical Assistance</b></p> <ul style="list-style-type: none"> <li>• Equity in district/site plans</li> <li>• Data dashboard analysis and support</li> <li>• Research to practice cycle of improvement</li> <li>• Comprehensive site/district equity plan</li> </ul>       | <p><b>Implementation</b></p> <ul style="list-style-type: none"> <li>• Develop equity PLC cohorts</li> <li>• Develop equity action plans in alignment with various plans</li> <li>• Collect and analyze triangulated data sets</li> </ul>   |
| <p>Phase 6-Closing Educational Equity Gaps</p>  | <ul style="list-style-type: none"> <li>• Executive Cabinet</li> <li>• Superintendent</li> <li>• Equity Leadership Team</li> <li>• Key Stakeholders</li> <li>• PLC leads</li> <li>• Executive Cabinet</li> </ul> | <p><b>Equity Action Plan Evaluation</b></p> <ul style="list-style-type: none"> <li>• Equity Leadership Framework Evaluation</li> <li>• Equity Leader/Principal Coaching</li> <li>• Launch PLC Case study</li> </ul>  | <p><b>Monitoring</b></p> <ul style="list-style-type: none"> <li>• Needs assessment</li> <li>• Research team support</li> <li>• Publication of blueprint for equity leadership/closing equity gaps</li> <li>• Comprehensive Equity PD plan for district</li> <li>• Site Visits/Equity Walk revisit</li> <li>• Job embedded coaching</li> <li>• Revisit concepts</li> <li>• Build capacity of equity team</li> </ul> |

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**Investment Proposal**

| Comprehensive Plan Phase             | Activity   | (Prescribed) Number of days | Sessions          | Daily Rate (includes travel) | Total          |
|--------------------------------------|--|-----------------------------|-------------------|------------------------------|----------------|
| Phase 1                              | Building Equity Leadership Capacity/Strategic Planning | 1 Half day                  | 1                 | --                           | Complimentary  |
| Phase 2                              | Equity Leadership Overview                             | 2 Half days                 | 2                 | \$1250                       | \$2500         |
| Phase 3                              | Equity Leadership Development                          | -                           | -                 |                              |                |
| Phase 4                              | Differentiated Capacity Building                       | -                           | -                 |                              |                |
| Phase 5                              | Technical Assistance                                   | -                           | -                 |                              |                |
| Phase 6                              | Equity Action Plan Evaluation                          | -                           | -                 |                              |                |
| Organizational/ job embedded Support | Coaching/Research/ Evaluation                          | -                           | -                 |                              |                |
| <b>1 year Grand total</b>            |  | <b>1 ½ days</b>             | <b>3 sessions</b> |                              | <b>\$2,500</b> |