

**AGREEMENT**  
**NEW YORK UNIVERSITY**  
**ON BEHALF OF**  
**THE METROPOLITAN CENTER FOR RESEARCH ON EQUITY**  
**AND THE TRANSFORMATION OF SCHOOLS**  
  
**AND COLLABORATOR**

This Agreement is entered into by and between New York University, with its address located at 665 Broadway, Suite 801, New York, NY 10012 on behalf of the Metropolitan Center for Urban Education (NYU) and:

**Irvington Union Free School District (DUNS#: \_\_\_\_\_)**

With its principal address located at:

6 Dows Lane, Irvington, NY 10533 (Collaborator).

**RECITALS**

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to NYU and Collaborator, will further instructional and/or research objectives of NYU in a manner consistent with New York University's status as a non-profit, tax-exempt, educational institution, and may derive benefits for both NYU and Collaborator;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms, conditions, and covenants of this Agreement, hereby agree as follows:

1. **SCOPE OF WORK.** NYU agrees to use reasonable and diligent efforts and professional expertise to perform the work set forth in *Appendix A* to this Agreement, "*Scope of Work*". Nothing contained in this Agreement shall be construed as a warranty on the part of NYU that any particular results or outcomes will be achieved as a result of NYU's performance of the Scope of Work. NYU hereby excludes any and all warranties, implied or express, including warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.
2. **PRINCIPAL INVESTIGATOR.** The Principal Investigator(s) for this Agreement is/are identified in *Appendix A*. This/These individual(s) shall supervise and be responsible for the work of all persons who assist in the performance of this Agreement. The terms of this Agreement are intended to ensure that the Principal Investigator(s) enjoy(s) the maximum applicable scientific and/or programmatic freedom and administrative flexibility consistent with the overall objectives of the Scope of Work.
3. **PERIOD OF PERFORMANCE.** The performance of this Agreement will take place during the period September 1, 2020 – June 30, 2021. The period of performance may be extended only by written agreement of the parties.

4. **COMPENSATION.** As consideration for performance, Collaborator shall compensate NYU as set forth in *Appendix B* to this Agreement, "*Budget*".

5. **PAYMENT AND INVOICES.** Payment(s) shall be made to NYU in U.S. dollars, net of taxes or impost of any kind, in accordance with the payment schedule attached hereto as **Appendix B**. Payment shall be made to NYU's Financial Contact at the address provided in **Appendix C**.

6. **PUBLICATION.** Subject to applicable laws, NYU shall, in keeping with the usual and customary scientific and/or programmatic freedoms accorded to academic and research organizations, retain the right to publish and otherwise publicly disclose the information gained in the course of the performance of this Agreement.

7. **INTELLECTUAL PROPERTY.** Copyright and intellectual property rights in materials created or fixed in any tangible medium of expression during the performance of this Agreement shall rest in NYU. Licensing to Collaborator for any materials created or fixed in any tangible medium of expression during the performance of this Agreement shall be addressed in the future as necessary and via a separate agreement.

8. **USE OF NAME.** Subject to applicable laws, neither party may use the name, trademark, or tradename of the other, or the name of any staff member, employee or student of either party, in any publicity, advertising, or news release without the prior written consent of the other party, excepting documents available to the public that identify the existence of this document.

9. **NOTICES.** All notices, consents, payments, demands, requests, and other communications required, desired, or permitted hereunder shall be in writing and shall be deemed "given" when delivered by messenger or when deposited in the United States Mail, certified or registered, return receipt requested, with first class postage affixed, addressed as set forth in *Appendix C* to this Agreement, "*Contact Information*".

10. **TERMINATION.** This Agreement shall remain in full force and effect until the earlier of the date that all work under this Agreement has been completed or **June 30, 2021**. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) calendar days' prior written notice in accordance with the procedure identified above in Section 9 **NOTICES**. In the event this Agreement is terminated prior to completion of all work hereunder, Collaborator shall compensate NYU pro rata for work performed prior to the date of notice of termination. Should Collaborator terminate this Agreement for cause, Collaborator shall notify NYU in writing in accordance with the procedures above in Section 9 **NOTICES** and shall grant to NYU a period, not to exceed thirty (30) calendar days from the date of such notice, to cure any default.

11. **ASSIGNMENT.** This Agreement cannot be transferred or assigned by either party without prior written consent of the other and any such assignment or transfer will be null, void and of no

effect.

**12. INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles relating to conflicts of law. The courts of the State of New York and the United States District Court shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.

**14. SCHOOL GROUNDS AND RULES.** It is understood and agreed that while on school grounds or other Collaborator property, NYU shall obey all Collaborator rules and regulations of which NYU is made aware and must follow all reasonable directives of Collaborator's administrators and employees.

**15. WAIVER.** The failure of a party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach.

**16. SEVERABILITY.** If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.

**17. FORCE MAJEURE.** Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of right.

**18. ENTIRE AGREEMENT.** This Agreement and any Attachments hereto contain the entire agreement between Collaborator and NYU and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.

**19. HEADINGS.** All section headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

**20. ATTACHMENTS.** The Attachments hereto are made a part hereof as if fully included in the text.

**21. INDEMNIFICATION.** To the fullest extent permitted by law, NYU shall indemnify and hold harmless the Collaborator and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, ("Claim") arising out of or resulting from NYU or its agent's or its employee's negligent acts or omissions, intentional misconduct, breach of this agreement or fraud in the performance of the services under this Agreement, except and to the extent that such Claim arises out of or results from Collaborator's or its agent's or employee's negligent acts or omissions, intentional misconduct, breach of this agreement or fraud. To the fullest extent permitted by law, Collaborator shall indemnify and hold harmless NYU and its agents and employee from and against all Claims arising out of or resulting from Collaborator's or its agent's or employee's negligent acts or omissions, intentional misconduct, use of any deliverables or results from the Scope of Work, breach of this agreement or fraud in the performance of the services under this Agreement, except and to the extent that such Claim arises out of or results from NYU's or its agent's or employee's negligent acts or omissions, intentional misconduct, breach of this agreement or fraud.

Whenever an event or situation arises which, it is reasonable to believe, may lead to an indemnification obligation by a party pursuant to the terms of this Section, an indemnified party to be so indemnified shall give prompt written notice to the indemnifying party of such event or situation and, if a claim is made or suit is brought, the indemnified party shall immediately forward a copy of every demand, notice, summons, complaint or other process received by it or its representative to the indemnifying party. The indemnifying party shall assume the defense of such claim and all costs thereof. The indemnifying party shall have the right to negotiate and consent to settlement, however the indemnifying party shall not settle any suit or claim without the indemnified party's prior written consent if such settlement involves consideration other than the payment of money that is to be fully paid by the indemnifying party. The indemnified party shall cooperate with the indemnifying party in all respects in all phases of a claim and any proceeding arising therefrom, including but not limited to, assisting in the conduct of lawsuits, assisting in enforcing an agreement of contribution or indemnity against a third party, providing witnesses, and making records and information available to the indemnifying party. The indemnified party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party unless the employment of such counsel has been specifically authorized in writing by the indemnifying party. The indemnifying party shall not be responsible for any settlement of any such claim effected without its consent.

**22. INSURANCE.** NYU shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect NYU and Collaborator from claims set forth below for which NYU may be legally liable, whether such operations be by NYU or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the District as an additional insured on CONSULTANT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive **date must** precede the date of the contract.
- b. The policy naming the District as an additional insured shall
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
- c. The District shall be listed as an additional insured.
- d. The CONSULTANT agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
  - i. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.
  - ii. **Workers' Compensation and N.Y.S. Disability:**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.  
  
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/request\\_ExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/request_ExemptionOverview.jsp)
  - iii. **Professional Errors and Omissions Insurance:**  
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of NYU performed under this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - iv. **Excess Insurance**  
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

- h. NYU acknowledges that failure to obtain such insurance on behalf of Collaborator may constitute a material breach of contract. NYU is to provide the Collaborator with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Collaborator will notify NYU if the certificate of insurance provided is deemed acceptable within five (5) days of receipt.
- i. Collaborator is a member/owner of the NY Districts Insurance Reciprocal (NYSIR). NYU further acknowledges that the procurement of such insurance as required herein is intended to benefit not only Collaborator but also NYSIR, as the Collaborator's insurer.
- j. In the event that any of the insurance coverage to be provided by NYU contains a deductible, NYU shall indemnify and hold Collaborator harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of NYU.
- k. NYU shall provide Collaborator with evidence of the above insurance requirements prior to execution of this Agreement. NYU further acknowledges that its failure to obtain or keep current the insurance coverage or its equivalent as required by this Agreement may constitute a material breach of contract and subjects CONSULTANT to liability for damages. Such damages shall not exceed the value of this Agreement. In addition, CONSULTANT shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs resulting from such lapse in coverage including, but not limited to, reasonable attorneys' fees.

### **23. DATA PRIVACY**

- a. NYU, its employees, and/or agents agree that some information obtained in connection with the services provided for in this Agreement may be protected under law ("Protected Information"). NYU its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such Protected Information, directly or indirectly with third parties, except as provided for in this Agreement, in properly obtained consents, or as otherwise authorized by law. For a period of three years, NYU further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement that is related to the contemplated scope of work and that concerns the personal affairs of Collaborator, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations if identified as confidential or private and not otherwise publicly known or knowable.
- b. NYU acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by Collaborator that directly relate to a student(s) (hereinafter referred to as "education record"). NYU understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

- i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement or subsequently agreed to by the parties;
  - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
  - iv. use the applicable required encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology, such as that specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1, if applicable.
- c. NYU further understands and agrees that it is responsible for submitting a data security and privacy plan to Collaborator prior to the using, accessing or gathering any Protected Information under this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract and clearly outline the nature of the data and the intended uses consistent with Collaborator's policy on data security and privacy, as adopted. The Parties shall mutually agree on the sufficiency of such plan before proceeding with that portion of the scope of work. Further, such plan shall include a signed copy of Collaborator's Parents' Bill of Rights and the training requirement(s) established by NYU for all employees who will receive personally identifiable information from student records or other sources (hereinafter referred to as "student data").
- d. NYU understands that as part of Collaborator's obligations under New York Education Law Section 2-d, NYU is responsible for providing Collaborator with supplemental information to be included in Collaborator's Parents' Bill of Rights. Such supplemental information shall be provided to Collaborator at least ten (10) days prior to the use of such Protect Information under this Agreement and shall include:
  - i. the exclusive purposes for which the student data will be used;
  - ii. how NYU will ensure that subcontractors, persons or entities that NYU will share the student data with, if any, will abide by data protection and security requirements;
  - iii. that student data will be returned or destroyed upon expiration of the Agreement consistent with this Agreement;
  - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
  - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. Upon discovering a breach of the confidentiality and data security and privacy standards provision resulting in an unauthorized release of student data, NYU shall immediately notify Collaborator and advise it as to the nature of the breach and steps NYU has taken or will take to minimize said breach. Said notification must be made within seven (7) days of the breach.
- f. In the event that NYU fails to notify Collaborator of a breach, said failure may be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).
- g. Except as set forth in paragraph (f) above, in the event NYU violates Education Law 2-d, said violation may be punishable by a civil penalty of up to \$1,000. A second violation involving

- g. Except as set forth in paragraph (f) above, in the event NYU violates Education Law 2-d, said violation may be punishable by a civil penalty of up to \$1,000. A second violation involving the same data may be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data may be punishable by a civil penalty of up to \$10,000. Each violation may be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).

Upon termination of this Agreement, Collaborator shall return or destroy all Protected Information obtained in connection with the services provided herein and/or student data, except that NYU may retain one copy of Collaborator's Protected Information solely for archival purposes, and NYU may retain in confidence any electronic files of Collaborator's Protected Information, each of which are automatically saved pursuant to legal, regulatory or policy requirements. Destruction of the Protected Information shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement consistent with applicable law.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

**Alex Samsky**

Digitally signed by Alex Samsky  
Date: 2020.09.01 13:15:45  
-04'00'

By

Name: Alex Samsky

Title: Assistant Contract Officer

Date: Alex Samsky

IRVINGTON UNION FREE SCHOOL DISTRICT



By

Name:

Title:

Date:

Kristopher Harrison  
Superintendent  
9/1/2020



## Appendix A: Scope of Work

### I. PRINCIPAL INVESTIGATOR:

Dr. David Kirkland

### II. SCOPE OF WORK:

Irvington Union Free School District in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of School-*Innovations in Equity and Systemic Change (IESC)* will engage in a comprehensive collaborative **training and technical assistance** support project working with the district from September 1, 2020 to June 30, 2021.

This partnership project will be comprised of the following strands of work:

1. Superintendent Conference Day Keynote Speaker and (4) Smaller Group Facilitation
2. Lead Learner Culturally Responsive Sustaining (CR-S) Education
3. 2 (2 hour maximum) CR-SE Overview Trainings at 4 of the Irvington schools
4. Conduct a Root Cause Analysis to identify the root cause of disproportionality in Irvington Union Free School District
5. Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family interviews and school visits.
6. Development of a root cause report and co-creation of a systemic multi-year coherent strategic action plan to address inequitable outcomes.

The first goal of this proposal is to develop competency in Culturally Responsive Sustaining (CR-S) education practices among lead learners through **6 half day online** training sessions in the 2020-21 school year. The CR-S education training will focus on: (1) developing common language around CR-S education, (2) examining that role that social identities, power, and privilege play in shifting individual and systemic inequalities in schools, (3) identifying CR-S education school and classroom practices, and (4) developing competency around using the CRE Toolkit.

The second goal is to provide guidance and support to the district lead learner root cause team (i.e., individuals with CR-SE training and other district/family members) to conduct a comprehensive root cause analysis. The proposed root cause work will focus on: (1) co-identifying the root causes and compounding factors of disproportionality and larger inequities, (2) examining and identifying beliefs, policies, practices, and procedures that contribute to disparate outcomes, (3) exploring how race, culture, power, and privilege perpetuate inequities and disproportionality, and (4) co-developing a research-based systematic multi-year plan designed to address the identified root causes of inequities.

#### Scope of Work:

#### Part 1: Superintendent Conference Day Keynote Speaker and (4) Smaller Group Facilitation

NYU Metro Center's Executive Director Dr. David E. Kirkland will provide a keynote on September 2, 2020 centering Culturally Responsive Sustaining Education (CR-SE). The keynote will be followed by separate 1-hour smaller group conversations with the two elementary schools, middle and high school. The conversations will center on Culturally Responsive Sustaining Education (CR-SE), including

unpacking what CR-SE is and it's connection to responsiveness to students and families.

## **Part 2: Lead Learner Culturally Responsive Sustaining (CR-S) Education training.**

NYU Metro Center-IESC will conduct **6 half-day** (i.e., 3 hrs) online training sessions of CR-S education from September 1, 2020 to June 30, 2020 with Irvington UFSD lead learners (**district leaders, teachers, staff, and parents**) to build their competency and capacity in Culturally Responsive Sustaining (CR-S) education. It is important to note that remaining 6 half-day (i.e., 3 hrs) online training sessions of CR-S education that will not occur this year, will happen in fall 2021 (*with a new contractual agreement that will be developed with district and a new budget*). Lead learners are individuals who: 1) are able to move/lead others in their respective schools; 2) are open; 3) recognize the urgency of the work; 4) connect and are responsive to historically marginalized students and families; 5) view learning as an ongoing process; 6) naturally collaborative to create a culture of growth and collaboration; and 7) they model centering students and student learning.

Through this capacity building of lead learners, they will be able to develop a CR-SE lens to support the district and respective schools in creating sustainable usable practices that derive from CR-S education. The series helps to shift deficit thinking mindsets, specifically focusing on how race, identity, power, and privilege create education barriers that have historically led to educational inequities for marginalized children and families. The CR-S education series supports the development of educators' ability to use race and culture to improve educational outcomes (Howard, 2010); supports educators' engagement in a process of self-transformation in order to ensure equitable outcomes for every student (Banks, 2007). In session one participants will develop a common language around CR-S education and begin the process of recognizing institutional and organizational structures in schools that perpetuate inequities. Session 2 explores how participants' have come to understand what race means to them and develop professional competency in discussing race. The session centers how educators identifying their power and privilege becomes important to shifting individual and systemic inequalities in schools. In session 3, participants will examine the role of implicit bias on practices and policies, and develop an understanding of how social identity labels impact the treatment of social identity groups. Session 4 begins to examine student racial identity development, and the role schools have in supporting in developing or impeding a healthy identity development. Participants will delve deeper into how contextual socio-environmental cues create vulnerability for students. In this session, microaggression, stereotype threat, and risk and protective factors are central in considering the role that schools have in creating welcoming, affirming, and validating environments that mitigate vulnerability. Session 5 and 6 focus on identifying CR-S education school and classroom practices to develop equitable systems of protection to remove the barriers that have historically created educational inequities for historically marginalized children and families. Further, participants will develop competency around using the CRE Toolkit, and building capacity among Irvington UFSD lead learners.

## **Part 3: 2 (2 hour maximum) CR-SE Overview Trainings at 4 of the Irvington schools**

NYU Metro Center-IESC will facilitate **2 (2 hour maximum) separate** CR-SE overviews at Dows Lane, Main Street School, Irvington Middle School, and Irvington High School throughout the 2020-21 school year. The mini-trainings aim to unpack how race, identity, power, and privilege create education barriers that have historically created educational inequities for marginalized children and families. The CR-S education series supports the development of educators' ability to use race and culture to improve educational outcomes in their practice. These sessions will also provide insight into the work the district is taking on through the CR-SE Lead Learners and the Root Cause Team.

## **Part 4: Conduct Root Cause Analysis to identify the root cause of disproportionality in Irvington Union Free School District**

NYU Metro Center-IESC proposes to conduct **8 online half days sessions and 2 full day in-person/online (pending on school district reopening)** root cause analysis trainings with Irvington UFSD's lead learner team to identify the causes of disproportionality in their district by examining a myriad of qualitative and quantitative data, beliefs, policies, procedures, and practices. The findings from these processes will be used to co-develop a multi-year coherent strategic plan that will address Irvington UFSD' inequities. The first session aims to develop an increased understanding of what disproportionality is, how it relates to their district's data and how NYU Metro Center-IESC will work to build the root cause teams capacities to address inequities in practice. The second session builds capacity among participants to analyze disaggregated data through a culturally responsive lens (school-level databooks), while in session 3 a review and analysis of policies, procedures, and practices will be conducted. Session 4 will examine the Perspectives on Culture survey results, and school visit data, and begin to identify the root causes. Finally, in session 5 and 6 student and family interview/focus group findings will be discussed. Further, we will solidify root causes and co-create a coherent, systemic multiple year plan based on root causes and existing district initiatives.

**Part 5: Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family interviews, and school visits**

As part of the root cause analysis, data collection will be completed. The data collection will be completed in four phases starting in.

**1) October-November, 2020**

District Level Disciplinary Referrals and Suspension and Academic Data Request. NYU Metro Center-IESC will request and collect disciplinary referrals and suspensions, and academic data disaggregated by race, ethnicity, gender, IEP/Non-IEP status. Through this process the following will occur: data management, and cleaning, data analysis, and organizing and placing data into district and school level reports (e.g., data workbooks).

**2) December 2020**

Perspectives on Culture Survey Completion, Analysis, and Report. NYU Metro Center-IESC will request that central administration send out the survey link for all staff to complete the Perspectives on Culture survey. The survey assesses self-efficacy, school climate, and perceptions of culture and race. The survey would take no longer than 35 minutes to complete and would be conducted online via Qualtrics. The survey responses will be analyzed, and organized into a report.

**3) March/April 2021 (pending on school district reopening)**

School Visits. A culturally responsive school visit protocol will be used to assess culturally responsiveness in schools and classrooms. The four Irvington district schools will be visited to capture the culture and climate of each school building, and their level of cultural responsiveness. The results of the school visits will be shared during a debriefing with the school leader, and cumulative overview in root cause 4, and the root cause report. Timing of school visits will be determined by the school re-opening process.

**4) January 2021**

Parent and Student Interviews/Focus Groups. Parent and student interviews/focus groups will highlight the experiences parents and students have in the district and schools and their perception and experiences of equity/inequity in the district. The findings from the interviews will provide greater insight into the quantitative data and be shared during root cause session 5.

**Part 6: Development of a root cause report and co-creation of a coherent, systemic multi-year strategic action plan to address inequitable outcomes.**

The root cause report cumulatively includes the findings from qualitative and quantitative data analysis,

policy, procedure, and practice analysis, and recommendations. The findings from the root cause report will be used to develop a systemic coherent multiple year strategic action plan that aligns district initiatives and student outcomes. NYU Metro Center-IESC will support the district in co-developing the action plan alongside the lead learner root cause team.

**Timeframe:**

This contract is for 10 months of collaborative work between **Irvington and NYU Metro Center-IESC**. **Once Irvington Union Free School District approves** the contract, work will **begin on** September 1, 2020 and continue through June 30, 2021.

**Cost:**

The services for this contract will involve the following: a Keynote speaker and smaller group online sessions at each Irvington school, CR-SE training with lead learners, school level CR-SE trainings, root cause analysis sessions, data collection, data management and cleaning, and data analysis and data reports, survey collection, analysis and report, student and family interviews, and a root cause report, and a systemic coherent multi-year action plan. Sessions include the services of **three** NYU Metro Center-IESC staff time (e.g., planning sessions, conducting sessions, consultation, etc.) materials and reports. The total cost of the NYU Metro Center's proposed project will be **\$63,600.00**. (See attachment B).

# Appendix B

## BUDGET

Comprehensive budget..... \$63,600

NYU Metro Center-Innovations in Equity and Systemic Change Irvington Free Union School District	
Items Charged	Cost
<b>Part 1: Superintendent Conference Day Keynote Speaker and (4) Smaller Group Facilitation</b>	
Keynote Speaker and (4) 1-hour Small Group Facilitation	\$4,500.00
<b>Part 2: Lead Learner Culturally Responsive Sustaining Education Training</b>	
6 half days (i.e., 3 hours) Culturally Responsive Sustaining (CR-S) education online sessions @ 2,000/per day	\$12,000.00
<b>Part 3: 2 (2 hour maximum) CR-SE Overview Trainings at 4 of the Irvington schools</b>	
2 (2 hour maximum) CR-SE Overview Trainings at 4 of the Irvington schools, including pre- planning with leaders, planning development, training execution, debrief, and consultancy (as needed) @\$1,300.00/per session	\$10,400.00
<b>Part 4: Root Cause Analysis</b>	
8 half days online Root Cause Trainings @ \$2,125.00	\$17,000.00
2 full days (in person or online) @ \$4,250.00	\$8,500.00
<b>Part 5: Root Cause Data Analysis</b> Data Request and Collection Data Management and Cleaning Data Analysis and Data Reporting	\$1,200.00
<b>Part 5: Root Cause School Visits</b> (1 day, 2 Equity Associates) @ \$4,000/per day	\$4,000.00
<b>Part 5: Root Cause Student and Family Interviews/Focus Groups and Transcribing</b>	\$2,000.00
<b>Part 6; Root Cause Staff Survey Data Collection and Analysis</b>	\$1,000.00
Root Cause Report	\$3,000.00
<b>Total Cost</b>	<b>\$63,600.00</b>

\*\*Pricing of CR-SE lead learner sessions is also based on a maximum of 25 participants

Upon receipt of an invoice, payments are remitted to:

**New York University**  
**Sponsored Programs Accounting**  
**P.O. Box 5166**  
**New York, NY 10087**

### Appendix C - Contact Information

NYU Contacts	Sponsor Contacts
<p><b>Administrative Contact</b>  <b>Name:</b> Silvia Taylor  Grants Manager</p> <p><b>Address:</b> Steinhardt, Office of Research  New York University  726 Broadway, 5<sup>th</sup> Floor  New York, NY 10003</p> <p><b>Telephone:</b>  <b>Fax:</b>  <b>Email:</b> sp172@nyu.edu</p>	<p><b>Administrative Contact</b>  <b>Name:</b> Dr. Kristopher Harrison  Superintendent of Schools</p> <p><b>Address:</b> Irvington UFSD  6 Dows Lane  Irvington, NY 10533</p> <p><b>Telephone:</b> (914) 591-8501  <b>Fax:</b> (914)591-3064  <b>Email:</b> Kristopher.Harrison@IrvingtonSchools.org</p>
<p><b>Principal Investigator</b>  <b>Name:</b> David Kirkland  Associate Professor/Center  Director</p> <p><b>Address:</b> New York University, Steinhardt  239 Greene Street, Room 635  New York, New York 10003</p> <p><b>Telephone:</b> 212-998-7391  <b>Fax:</b> 212-995-4049  <b>Email:</b> dk64@nyu.edu</p>	<p><b>Project Director</b>  <b>Name:</b> Mary Ellis  Assistant Superintendent for Instruction</p> <p><b>Address:</b> Irvington UFSD  6 Dows Lane  Irvington, NY 10533</p> <p><b>Telephone:</b> (914) 591-8501  <b>Fax:</b> (914)591-3064  <b>Email:</b> Mary.Ellis@IrvingtonSchools.org</p>
<p><b>Financial Contact</b>  <b>Name:</b> Meidy Candia-Leyva  Assistant Controller</p> <p><b>Address:</b> Sponsored Programs  Administration  New York University  105 East 17<sup>th</sup> Street, 3<sup>rd</sup> Floor  New York, NY 10003</p> <p><b>Telephone:</b> 212-998-2832  <b>Fax:</b> 212-995-4555  <b>Email:</b> cdv.spa@nyu.edu</p>	<p><b>Financial Contact</b>  <b>Name:</b> Carol Stein  Assistant Superintendent for Business</p> <p><b>Address:</b> Irvington UFSD  6 Dows Lane  Irvington, NY 10533</p> <p><b>Telephone:</b> (914) 269-5052  <b>Fax:</b> (914)591-3064  <b>Email:</b> Carol.Stein@IrvingtonSchools.org</p>

<b>Authorized Official</b> <b>Name:</b> Alex Samsky Assistant Contract Officer  <b>Address:</b> New York University 665 Broadway, Suite 801 New York, NY 10012  <b>Telephone:</b> 212-998-2121 <b>Fax:</b> 212-995-4029 <b>Email:</b> osp.agency@nyu.edu	<b>Authorized Official</b> <b>Name:</b> Dr. Kristopher Harrison Superintendent of Schools  <b>Address:</b> Irvington UFSD 6 Dows Lane Irvington, NY 10533  <b>Telephone:</b> (914) 591-8501 <b>Fax:</b> (914)591-3064 <b>Email:</b> Kristopher.Harrison@IrvingtonSchools.org
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