



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

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

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on August 7, 2018 ("Agreement"), by and between Fairfield-Suisun Unified School District ("District") and EdEquity, Inc. ("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:

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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: \$ \_\_\_\_\_; 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: \$3,000 daily rate @ 47 days = \$141,000.00. Cost includes off-site coaching, travel, workshop evaluation data analysis, material preparation and video conferencing.

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 August 15, 2018, 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"/> 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? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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> Fairfield-Suisun Unified School District 2490 Hilborn Road Fairfield, CA 94534 Attn: Amanda Rish, Director Purchasing & Contract Services	<b>CONSULTANT</b> EdEquity, Inc. 360 South Market Avenue, Suite 2001 San Jose, CA 95113 Attn: Edwin Javius Fax/E-mail: <a href="mailto:javius@edequity.com">javius@edequity.com</a>
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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:

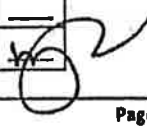
☐ The District has a statement of TB Clearance on file for each person.

☒ **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.

Insurance NOT required of Consultant if corresponding box initialed by District representative ↓		
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	—
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	—
Workers Compensation	Statutory limits pursuant to State law	—
Employers' Liability	\$1,000,000	

Professional Liability (E&O), If Consultant is providing professional services or advice (on a claims-made form)

\$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

Consultant: EdEquity, Inc.

Dated: 8/28, 2018

Dated: August 8, 2018

Signature: Michelle Henson

Signature: Edwin J. Harris

Print Name: Michelle Henson

Print Name: Edwin J. Harris

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

Print Title: CEO/President

Approved as to Form:

Information regarding Consultant:

Dated: Aug. 8, 2018

Indicate type of entity or if individual:

Signature: Amanda Rish

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

Print Name: Amanda Rish

☒ Corporation

☐ Limited Liability Company

Print Title: Director, Purchasing & Contract Services

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**

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.

EdEquity, Inc. will provide the following:

- A comprehensive staff development model that will address the key principles of school transformation for Closing the Achievement Gap
- Provide a clear and focused support plan to create and foster strategies to improve district/site leadership and teacher efficacy to increase student achievement
- Intent of plan is to enhance the districts and schools practice to implement the actions of key LCAP priorities

**Scope of Work**

Area of Support	Desired Outcomes	Suggested Training Days
Courageous Equity Leadership Principal/District Support	<ul style="list-style-type: none"> <li>• Enhance facilitation skills to lead Equity professional development</li> <li>• Develop district Equity infrastructure with comprehensive feedback loops and accountability</li> <li>• Facilitate Educational Service Team in mid-level Equity actions</li> <li>• Progress monitor the Equity professional development with Educational services</li> <li>• Institutionalize a standard of instructional practices to eliminate the gap</li> <li>• Design site level protocols which increase teacher efficacy</li> </ul>	8 days (\$24,000)
District Equity Walks Team	<ul style="list-style-type: none"> <li>• Develop a clear line of support to site levels</li> <li>• Assessment of current support structures for leadership development</li> <li>• Walk school sites to determine standard of practice for instructional improvement</li> <li>• Provide feedback of promising Equitable practices</li> </ul>	4 days (\$12,000)
Super Saturday Teachers' Academy	<ul style="list-style-type: none"> <li>• On-going site level training to transform mind-set and instructional practice</li> <li>• Develop planning structures to implement district instructional foci (Academic Conversation)</li> <li>• Strategies to challenge implicit biases</li> <li>• Monitor academic progress by targeted student population</li> </ul>	6 days (\$18,000)
Culturally Consideration to Positive Behavior Support	<ul style="list-style-type: none"> <li>• Transform school culture to value cultural assists in discipline</li> <li>• Identify root causes to disproportionality in discipline for boys of color</li> <li>• Train district and site behavior/PBIS teams to incorporate cultural/linguistic teaching strategies to support academic and behavior</li> </ul>	Possibly included with other days
Site Level Support	<ul style="list-style-type: none"> <li>• Classroom coaching for improved instructional delivery</li> <li>• Teacher Leader instructional support</li> <li>• Implement culturally conscious instructional strategies</li> <li>• Support the design of teacher collaboration planning time</li> <li>• Use of formative data to guide leadership planning and actions</li> </ul>	29 days (\$87,000)

All invoices and related contract correspondence must reference the applicable contract #7385-19. Payment terms are net 30 days after receipt of each invoice.



## *A Systemic Professional Development Model*

### Getting an “A” in Equity™



### *Fairfield-Suisun Unified School District*

Prepared for  
Fairfield-Suisun Unified School District

Prepared by  
Edwin Lou Javius  
CEO/President EDEquity, Inc.



## EDEquity's Mission

The mission of EDEquity, Inc. is to guide educators in improving their “will and skill” to improve educational practices that leads to increased adult performance and student achievement! EDEquity is a professional development company committed to collaborating with districts and schools in implementing the key principles of Equity™: ***Awareness, Attitude, Analysis, Action and Accountability***. We are devoted to providing successful and positive experiences for ALL our clients.

The EDEquity associates have educational success in working with schools across the country. Through engendering mutual respect, relationships, and results with educators, EDEquity has had the opportunity to work with staffs in implementing Equity and Excellence Framework.

We believe leadership and teacher efficacy are the antecedence to increased student achievement. Implementing the principles of cultural consciousness and evidence based practices, will create the conditions for districts and schools to meet the emotional, intellectual, and educational needs of all its students and communities. By deeply implementing Equity and Excellence, educational leaders have identified promising leadership and teaching practices to empower students to academic excellence and implement intervention strategies that accelerate struggling students to close the excellent gap!



## Rationale

Effective educators know and demonstrate appreciation for all their students. Through their attitudes and behaviors, they establish classroom learning environments that are emotionally and physically safe and they communicate high expectations for academic achievement and quality interpersonal relationships (NSCD, 2005). Equity Based professional development related to closing the achievement gap for low income and students of color is particularly important for schools to meet and exceed state's performance targets. Traditional staff development has provided administrators and teachers technical training to implement standards based instruction, however the student achievement for low income and students of color has not accelerated the academic gains to close the gap with their White and Asian counterparts (Haycock, 2004). Sound evidence is being revealed, when districts and school sites understand and incorporate principles of educational equity have improved leadership and teaching practices to meet the academic and behavior needs of all students (Gay, 2004).

## Proposal Statement

EDEquity, Inc. in partnership with Fairfield-Suisun Unified School District; proposes a three-year comprehensive staff development model that will address the key principles of school transformation for Closing the Achievement Gap. In addition, EDEquity will provide a clear and focused support plan to create and foster strategies to improve district/site leadership and teacher efficacy to increase student achievement. The intent of the plan is to enhance the districts and schools practice to implement the actions of key LCAP priorities.

The proposal outlines the key support models will help guide the district's educational goals and objectives. The service model will illustrate the coherence, congruency, and commitment that are essential for sustainability (Garcia, 2005). An implementation rubric will outline an action plan to support the four key components to building cultural conscious leadership, effective use of data to facilitate root cause analysis to improve classroom practice, how to facilitate a deeper understanding of instructional leadership, lastly, how to develop internal capacity for teachers to lead school transformation.

The professional development offerings are research based approaches when linked to culturally consciousness will lead to improved student performance.

## Year II

(rev. 7-27-18)

### *Awareness, Analysis, Actions*

The year II model's concentration would be deepening the **Implementation** of the key principles of Equity at the different levels of the system. As identified in the year I assessment, a formal **Monitoring** system would be implemented to measure the frequency, quality and effectiveness of the actions of the participants. Year II would move the Equity work to the site level with the development of site equity teams and site level support.

<i>Area of Support</i>	<i>Desired Outcomes</i>	<i>Suggested Training Days</i>
Courageous Equity Leadership Principal/District Support	<ul style="list-style-type: none"> <li>Enhance facilitation skills to lead Equity professional development</li> <li>Develop district Equity infrastructure with comprehensive feedback loops and accountability</li> <li>Facilitate Educational Service Team in mid-level Equity actions</li> <li>Progress monitor the Equity professional development with Educational services</li> <li>Institutionalize a standard of instructional practices to eliminate the gap</li> <li>Design site level protocols which increase teacher efficacy</li> </ul>	8 days (\$24,000.00)
District Equity Walks Team	<ul style="list-style-type: none"> <li>Develop a clear line of support to site levels</li> <li>Assessment of current support structures for leadership development</li> <li>Walk school sites to determine standard of practice for instructional improvement</li> <li>Provide feedback of promising Equitable practices</li> </ul>	4 Days (\$12,000.00)
Super Saturday Teachers' Academy	<ul style="list-style-type: none"> <li>On-going site level training to transform mind-set and instructional practice</li> <li>Develop planning structures to implement district instructional foci (Academic Conversation)</li> <li>Strategies to challenge implicit biases</li> <li>Monitor academic progress by targeted student populations</li> </ul>	6 days (\$18,000.00)





Consideration to Positive Behavior Support	<ul style="list-style-type: none"> <li>• Transform school culture to value cultural assists in discipline</li> <li>• Identify root causes to disproportionality in discipline for boys of color</li> <li>• Train district and site behavior/PBIS teams to incorporate cultural/linguistic teaching strategies to support academic and behavior</li> </ul>	Possibly included with other days
Site Level Support	<ul style="list-style-type: none"> <li>• Classroom coaching for improved instructional delivery</li> <li>• Teacher Leader instructional support</li> <li>• Implement culturally conscious instructional strategies</li> <li>• Support the design if teacher collaboration planning time</li> <li>• Use of formative data to guide leadership planning and actions</li> </ul>	29 days (\$87,000.00)

### Budget Narrative

Activity	Cost	# of Days	
Consultant Fee	\$3,000.00 daily rate	47 (29 site days) (18 Ed Service Days)	
Off- Site Coaching	(include in consultant fee)		
Travel Cost	(include in consultant fee)		
Workshop Evaluation Data Analysis	(include in consultant fee)		
Material Preparation	(include in consultant fee)		
Video Conferencing	(include in consultant fee)		
			<b>Total</b> <b>\$141,000.00</b>

**Note:** To streamline payment, EDEquity would like to submit payment schedule for services.



# Date Requests for FSUSD and EdEquity SOW 2018-19

The dates highlighted in YELLOW are unconfirmed. I believe all other dates are confirmed.

Type of Work	Site	Date
District Admin Kick-off	FSUSD - ½ day	August 2, 2018 (½ day)
District Admin PD	Ed Services (Tentative possibilities - unsure of total at this time)	August 27 September 24 October 22 November 26 December 10 January 28 February 25 April 1 April 29 May 20
Super Saturdays	Ed Services	September 15, 2018 October 13, 2018 December 8, 2018 January 26, 2019 March 2, 2019 April 6, 2019
Site Retreat -	Fairview/Cordelia Hills	August 6, 2018
Site Work	Fairview	October 2, 2018 January 8, 2018 April 2, 2018
Site Work	Cordelia Hills	September 4, 2018 November 6, 2018 February 5, 2019
Site Retreat	Cleo Gordon	August 8, 2018
Site Work	Cleo Gordon	October 9, 2018 December 11, 2018 February 12, 2018
Site Retreat	Dover/PSA/Weir	August 9, 2018
Site Work	Dover	August 29, 2018 September 11, 2018 November 13, 2018 January 30, 2018
Site Work	Public Safety Academy	September 28, 2018 October 10, 2018 November 5, 2018

will need to reduce dates by 2.5 days

Site Work	Weir	October 15, 2018 January 22, 2019 April 16, 2019
Site Retreat	Sheldon	August 10, 2018
Site Work	Sheldon	September 27, 2018 November 1, 2018 December 13, 2018
Site Retreat	Sem Yeto	August 13, 2018 (½ day)
Site Work	Rodriguez	September 5, 2018 January 29, 2019

Ed Services - 16.5 days

Fairview - 4 days

Cordelia Hills - 3 days

Cleo - 4 days

Dover - 5 days

PSA - 3 days

Weir - 3 days

Sheldon - 4 days

Sem Yeto - ½ day

Rodriguez - 2 days