

**School Board**

Melissa Snively, Chair  
 Steve P. Cona III, Vice Chair  
 Lynn L. Gray  
 Stacy A. Hahn, Ph.D.  
 Karen Perez  
 Tamara P. Shamburger  
 Cindy Stuart



**Superintendent of Schools**  
 Addison G. Davis

**AGREEMENT FOR TECHNICAL SERVICES  
 BETWEEN  
 THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA  
 AND  
 THE NYC LEADERSHIP ACADEMY, INC.  
 AGREEMENT NO.: 20129-ATS-IV**

This Agreement for Technical Services (this "Agreement") is entered into this 25th day of August, 2020, by and between The School Board of Hillsborough County, Florida, a body corporate and political subdivision of the State of Florida, as the governing body of Hillsborough County Public Schools whose principal address is 901 East Kennedy Boulevard, Tampa, Florida 33602 (hereinafter referred to as "HCPS") and The NYC Leadership Academy, Inc. (hereinafter referred to as the "Contractor"), whose principal place of business is 10-27 46th Avenue, First Floor, Long Island City, NY 11101 (collectively, the "Parties" and each individually a "Party").

### 1. SCOPE OF SERVICES

Attachment A: Statement of Work (SOW) is included and attached to this Agreement. This SOW shall provide an accurate description of the provision of goods and services under this Agreement including all deliverables and/or milestone payments. If there is any inconsistency between this Agreement, any attachments, and the SOW, the provisions of this Agreement shall govern and control.

See Attachment A.

<b>Title of Provided Services.</b>	Equity Audit
<b>Contract Term.</b>	From: 8/26/2020 To: 10/31/2020
<b>Cost (not to exceed and description of services).</b>	\$24,500.00
<b>Location of Services.</b>	<input checked="" type="checkbox"/> Never on school site, explain: will be in meetings off site
<b>Contractual Services Provided To.</b>	<input checked="" type="checkbox"/> Administration, <input checked="" type="checkbox"/> Staff
<b>Department or Site Name.</b>	Leadership Development
<b>Funding Source.</b>	Wallace Foundation Grant
<b>Federally Funded.</b>	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No.
<b>Service</b>	Explanation of HCPS-desired outcomes and deliverables.
<b>Outcomes/Deliverables.</b>	See Statement of Work
<b>HCPS' Obligations.</b>	HCPS shall furnish the following resources (space, equipment, furniture, etc., to the Contractor as follows). See Statement of Work

**1.1 Changes in Scope of Work:** HCPS may request changes in the scope of services herein. HCPS will incorporate such changes; including any mutually agreed change in the Contractor's compensation via written amendment to this Agreement.

### 2. TERMINATION

**2.1 Termination for Convenience.** Either Party may terminate this Agreement with thirty (30) days' prior written notice to the other Party. HCPS shall be responsible only for payments still due to the Contractor for services performed in accordance with this Agreement up to the time of termination.

**2.2 Termination for Breach.** The Contractor agrees to the use of liquidated damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor is in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, HCPS

may procure the necessary commodities and contractual services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. HCPS may deduct the difference between the proposed price of the commodity or contractual service and the actual price paid from any current or future obligations owed to the Contractor. In addition, default will result in termination of this Agreement and a prohibition against future business with HCPS for a term of not less than two (2) years.

**2.3 Non-Appropriation of Funds (Funding Clause).** HCPS' payment obligations are conditioned upon the availability of funds that are appropriated or allocated for the payment of commodities and contractual services. If such funds are not allocated and available, HCPS may terminate this Agreement at the end of the period for which funds are available and shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to HCPS and shall not be obligated or liable for any future payments due or for any damages due to termination under this section.

### 3. INVOICING AND PAYMENT

All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS complies with the Florida Prompt Payment Act (ss. 218.70-218.80, Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of a proper invoice, whichever occurs last, unless invoices specify early payment discounts. All payments due and not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance. The Contractor must ensure that each invoice contains the following:

- Purchase order number. The Contractor must not provide the goods and services without an HCPS-issued purchase order.
- The Contractor's contact information (phone number, shipped quantities, item descriptions, and units of measure).
- Addressed to:
 

Hillsborough County Public Schools  
Attn. Accounts Payable Department  
P.O. Box 3408  
Tampa, FL 33601-3408
- Invoice must include all scheduled the goods and services provided during the invoice period.
- Service Invoices. The Contractor must provide a duplicate invoice for all services, identified as a "duplicate" or "copy" to the ordering department or designated the HCPS contact.
- Commodity Invoices. Payment is on a per order basis.

### 4. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend HCPS from and against all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Contractor arising out of or regarding the provisions of this Agreement.

**4.1 Indemnification (Copyright Infringement).** The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third-party trade secret in connection with any of the foregoing.

**4.2 The Patient Protection and Affordable Care Act.** The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under this Agreement who spends more than thirty (30) hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance

of the Contractor's obligations under this Agreement. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under this Agreement.

## 5. COPYRIGHT

The Contractor may publish and copyright the results of this Agreement with prior review by HCPS, providing that:

- such publications acknowledge that HCPS supported the performance of this Agreement; and
- HCPS reserves a royalty free, nonexclusive, or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials; and
- The Contractor shall furnish HCPS with a copy of each publication and additional free copies upon request; and
- such actions shall comply with § 286, Florida Statutes

**5.1 Intellectual Property.** The Contractor shall promptly report to HCPS any discovery or invention arising from, or developed, because of this Agreement, to determine whether patent protection shall be sought to protect the public interest. Neither the Contractor nor any individual employee under this Agreement shall have proprietary interest in any such discovery.

## 6. GOVERNING LAW & VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the authority of the State courts of the Thirteenth Judicial Circuit of Hillsborough County, Florida or to the authority of the United States District Court for the Middle District of Florida. Each Party agrees and admits that the state courts of the Thirteenth Judicial Circuit of Hillsborough County, Florida or the United States District Court for the Middle District of Florida shall have authority over it for any dispute arising under this Agreement.

**6.1 Debarment.** The Contractor certifies, by submission and signature of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of § 287.133(2)(a), Florida Statutes.

**6.2 Public Entity Crimes.** Per § 287.133(2)(a), Florida Statutes "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two for a period of 36 months from the date of being placed on the convicted vendor list."

THE CONTRACTOR CERTIFIES, BY SUBMISSION AND SIGNATURE OF THIS AGREEMENT, THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION PER THE PROVISIONS OF § 287.133(2)(A), FLORIDA STATUTES.

**6.3 Conflict of Interest.** Per § 112.313(7)(a), Florida Statutes and HCPS policy 6460.01 - Conflict of Interest), no HCPS employee shall have or hold any employment or contractual relationship with any business entity doing business with HCPS. No HCPS employee shall have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his/her public duties or that would impede the full and faithful discharge of his or her public duties. Any HCPS employee who knowingly is in a capacity to influence, approve, or cause the purchase of any item to HCPS that can render him/her, or an immediate relative personal gain must immediately disclose that fact.

**6.4 Jessica Lunsford Act.** Pursuant to §§ 1012.465 and 1012.467, Florida Statutes, the “Jessica Lunsford Act” requires that any Contractor meeting any of the three (3) criteria below must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards:

- be at school when students are present, or
- have direct contact with students, or
- have access to or control of school funds

The only applicable exception is the "six-foot fence" rule where the Contractor shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high. The Contractor's employees will be required to have the statewide JLA badge and the HCPS yellow badge to access school sites. HCPS site personnel will deny access to the Contractor's personnel who violate this requirement. HCPS will not use the “in-line-of-sight” rule. All fingerprinting is through the HCPS Fingerprinting Department located at the Instructional Services Center, 2920 N. 40th Street, Tampa, FL 33605. If you have any specific questions regarding fingerprinting procedures or hours of operation, please call (813) 840-7178, or go to [www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp](http://www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp) for additional information.

**6.5 Permits and Licenses.** Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the services covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall be in possession of all applicable insurance, permits, licenses, etc. as required by Federal, State, or County law to furnish services under the scope of this Agreement. The Contractor must not be in violation of any ordinances in the performance of services during the life of this Agreement.

**6.6 Statement of Assurance.** The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. The Contractor shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of this Agreement.

**6.7 Confidential Information.** All records, materials, documents or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of services with HCPS are confidential and shall not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of this Agreement with HCPS, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law, provided that the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure.

- The Contractor agrees not to remove from HCPS premises, except as a Contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS.
- Upon the expiration of this Agreement with HCPS, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records which are in the Contractor's possession or control and which are confidential information as defined in this Agreement.
- The Contractor's failure to comply with the provisions of this Agreement pertaining to confidential information is a breach of this Agreement and may result in the termination of this Agreement and

further legal action against the Contractor. The provisions of this Agreement pertaining to confidential information shall survive termination of this Agreement between HCPS and the Contractor.

- In the event of a breach of the confidentiality provisions of this Agreement, either during the term of this Agreement with HCPS, or at any time thereafter, the Contractor shall be held solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS because of the Contractor's breach of the confidentiality provisions of this Agreement. The Contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain further breach of this Agreement or to prevent unauthorized uses or disclosures of confidential information by the Contractor.

**6.8 Public Records Laws.** The Contractor acknowledges that this Agreement and all documents submitted to HCPS related to this Agreement are a matter of public record and are subject to the State of Florida Public Records Law Ch. 119 F.S., Art. I s. 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post this Agreement on HCPS' website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS pursuant to § 119.0701, Florida Statutes the Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law, and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and
- can provide all electronically stored records in a format that is compatible with HCPS' information technology systems

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US.**

## **7. MISCELLANEOUS**

**7.1 Force Majeure.** No default, delay, or failure to perform on the part of the either Party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; epidemics; pandemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost because of the excused default, delay, or failure to perform.

**7.2 VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)):** HCPS requires that all vendors have a current VendorLink application on file. If not registered as a vendor, you may access the website through this link: [www.myvendorlink.com/](http://www.myvendorlink.com/) and complete the on-line vendor application. HCPS may deny the award for failure to comply with this condition.

**7.3 No Partnership or Joint Venture:** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between HCPS and the Contractor or any other Party or cause either Party to be responsible in any way for the debts and obligations of the other Party.

**7.4 No Third-Party Beneficiaries:** This Agreement is made and entered into for the sole protection and benefit of HCPS and the Contractor, and their respective successors, and no other person or entity shall have any right or action under this Agreement.

**7.5 Assignment.** The Contractor shall not assign, sublet, or otherwise dispose of, without prior written consent of HCPS, any portion of services or responsibilities under this Agreement.

**7.6 Notice.** When either Party desires to give notice to the other, such notice must be in writing, sent by email, U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

If to HCPS:  
Corey A. Murphy, General Manager  
Procurement Services  
901 East Kennedy Boulevard  
Tampa, Florida 33602  
Phone: (813) 272-4374  
Email: corey.murphy@hcps.net

With a copy to:  
Teresa Campbell, Supervisor  
Leadership Development  
901 East Kennedy Boulevard  
Tampa, Florida 33602  
Phone: (813) 272-4845  
Email: teresa.campbell@hcps.net

To Contractor:  
Nancy B. Gutierrez Ed.L.D., President & CEO  
10-27 46th Ave, First Floor  
Long Island City, NY 11101  
Phone: (646) 666-8189  
Email: NGutierrez@nyleadershipacademy.org

**7.7 No Third-Party Beneficiaries:** This Agreement is made and entered into for the sole protection and benefit of HCPS and the Contractor, and their respective successors, and no other person or entity shall have any right or action under this Agreement.

**7.8 Assignment.** The Contractor shall not assign, sublet, or otherwise dispose of, without prior written consent of HCPS, any portion of services or responsibilities under this Agreement.

**7.9 Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

**7.10 Florida Retirement System (FRS) Retirees:** If applicable, the Contractor understands that the State of Florida may suspend FRS retirement benefits if the retiree is in default of FRS rules. The Contractor shall not hold HCPS, or any of its employees liable for any loss of income or damages directly or indirectly related to this Agreement.

## 8. ENTIRE AGREEMENT

This Agreement, including any attachments hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Each Party acknowledges that it is not entering into this Agreement because of, and has not relied on, any representations not expressly contained herein. Any modifications to this Agreement must be in writing and signed by the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date written below.

**NYC Leadership Academy, Inc.**

DocuSigned by:

*Nancy B. Gutierrez*

B03551E1CEA047E

Nancy B. Gutierrez, Ed.L.D., President and Chief Executive Officer

7/30/2020 | 1:35 PM PDT

Date

**The School Board of Hillsborough County, FL**

DocuSigned by:

*Teresa Campbell*

841216796CBE492

Teresa Campbell, Supervisor Leadership Development

7/30/2020 | 4:01 PM PDT

Date

DocuSigned by:

*J. Kim Bays*

2EF32E608B5A4D0

J. Kim Bays, Chief of Schools Administration and Leadership Development

7/30/2020 | 4:42 PM PDT

Date

Approved:

Melissa Snively, Board Chair

Date

## APPENDIX A: INSURANCE REQUIREMENTS

To be filled in by Procurement Services.

### 9. INSURANCE REQUIREMENTS

HCPS' INSURANCE REQUIREMENTS VARY BASED ON THE TYPE OF SERVICE, RISK, AND CONTRACT AMOUNT. THE CONTRACTOR MUST SUBMIT THE INSURANCE REQUIREMENTS AS STATED BELOW TO HCPS' PROCUREMENT SERVICES PRIOR TO PERFORMANCE OF DESCRIBED GOODS SERVICES IN THIS AGREEMENT.

The HCPS Safety & Risk Management Office is ultimately responsible for the selection and approval of the insurance requirements for all HCPS agreements. Insurance carrier(s) must have a minimum A.M. Best Financial Rating of A-.

**9.1 Workers' Compensation and Employers' Liability.** Per s. 440, Florida Statutes, the Contractor must comply with all requirements of the State of Florida Division of Workers' Compensation. The Workers' Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy). Coverage shall be for all its employees connected with the services of this Agreement. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers' Compensation Insurance for all subcontractor employees.

- Employers' Liability/Accident - \$100,000
- Disease Policy Limit - \$500,000
- Disease Each Employee - \$100,000

A CONTRACTOR WHO IS REGISTERED WITH THE STATE OF FLORIDA AS A SOLE PROPRIETORSHIP, PARTNERSHIP, OR POSSESSES A STATE OF FLORIDA PROOF OF WORKERS' COMPENSATION EXEMPTION MUST SIGN AND NOTARIZE THE HOLD HARMLESS FORM ON THE NEXT PAGE.

**9.2  Commercial/General Liability Insurance (Occurrence Form Only).** If box is checked, Consultant shall submit a certificate of insurance for Contractors/Subcontractors showing the coverages below.

General Aggregate	\$1,000,000
Each Occurrence	\$500,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Damage to Rented Premises [Fire Legal Liability]	\$50,000
Medical Payments	\$5,000

THE CONTRACTOR MUST LIST HILLSBOROUGH COUNTY PUBLIC SCHOOLS, 901 E. KENNEDY BLVD., TAMPA, FL 33602 AS "CERTIFICATE HOLDER" AND "ADDITIONAL INSURED" ON THE SUBMITTED INSURANCE CERTIFICATE IF THE JESSICA LUNSFORD ACT IS APPLICABLE.

**9.3 No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

**9.4 Hold Harmless Form.**  If box is checked, HCPS deems the Contractor to be a minimal risk of liability while on campus and, in lieu of the above insurance requirements, the Contractor is willing to sign, notarize, and forward the Hold Harmless Form, below, to Procurement Services (contractsupport@sdhc.k12.fl.us or fax to (813) 272-4390)).

The Contractor's failure to provide the required Hold Harmless Form must provide a Certificate of Insurance to conform with the required insurance levels in the above paragraphs in this section prior to provision of the goods and services. Failure to provide the necessary documents is cause for immediate termination of this Agreement and future vendor sanctions.

[INTENTIONALLY BLANK]



**HILLSBOROUGH COUNTY PUBLIC SCHOOLS  
HOLD HARMLESS FORM**

The Contractor agrees to defend, indemnify, and hold harmless HCPS, its staff, and employees for any damages or losses, including interest, costs, expenses, and reasonable attorneys' fees, to HCPS arising from claims. "Claims" are defined as (i) claims or suits by a third-party for death or personal injury, or (ii) claims or suits by a third-party for damage to tangible personal property, arising from or in any way connected with the operations or contractual services of the Contractor hereunder, that may be asserted or brought against HCPS allegedly resulting from the negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates, or by the negligence or willful misconduct of HCPS, its employees, agents, contractors or representatives. Claims do not include any damages or liability excluded in this Agreement. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware.

20129-ATS-IV Equity Audit. NYC Leadership Academy, Inc.  
Title (Provided Services)

\_\_\_\_\_  
Contractor's Signature

Acknowledgement

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 20 \_\_\_\_

\_\_\_\_\_  
By Person Acknowledging.

( \_\_\_\_\_ )  
(NOTARY SEAL) (Signature of Notary Public)

( \_\_\_\_\_ )  
(Name of Notary Typed, Printed, or Stamped.)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT A: STATEMENT OF WORK  
THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA  
EQUITY AUDIT PROCESS  
NYC LEADERSHIP ACADEMY  
AUGUST 26, 2020 – SEPTEMBER 30, 2020**

The NYC Leadership Academy is a nationally-recognized nonprofit organization with a clear mission: to build the capacity of educational leaders, at every level of the system, to confront inequities and create the conditions necessary for all students to thrive. We are committed to eliminating the inequities that students experience based on race and other factors, through the development of school- and district-based leaders with the will and skill to build culturally responsive, equitable learning environments that serve all students. From our genesis as a “disruptor” organization intended to help recruit and develop outstanding leaders for New York City’s lowest-performing schools and bring more women and people of color into the principal ranks, the Leadership Academy has since worked with numerous districts across 37 states to develop leaders who advance culturally-responsive schools and instruction.

The Leadership Academy is pleased to present this Statement of Work for support of Hillsborough County Public Schools in carrying out an Equity Audit process designed to diagnose the current state of equity in the district (including examining the impact COVID-19 has had) and to identify focal points and recommended strategies for making improvements.

**I. Introduction/Background**

The Leadership Academy supports districts in engaging in an equity audit process that enables them to diagnose the current state of equity in the district (including examining the impact COVID-19 has had) and to identify focal points and recommended strategies for making improvements.

What makes our process unique and effective:

- Our process is highly collaborative with district leaders and stakeholders. We work alongside and facilitate the process of a district equity committee that helps identify data sources, consider the most important areas of focus for the district, etc.
- Our audit process prioritizes stakeholder voice alongside other forms of data. We support the district in facilitating a series of focus groups or “town halls” to gather broad feedback; these can be in-person, virtual or a combination, and can be supplemented with online surveys.
- Once our Research & Evaluation team has synthesized the data and feedback, we engage the district equity team in a root cause analysis in order to ensure proposed strategies are aligned to the real challenges the district needs to solve.
- We support the district in using a cycle of inquiry process to shape strategies and action plans coming out of the audit process, so that the district is positioned to monitor progress and revisit strategies to assess effectiveness over time.
- The time required for the equity audit is driven by a variety of factors, including how many Action Areas the district chooses to examine, how many stakeholder groups and feedback sessions are offered, and how available the district’s equity audit committee members are for various planning meetings. A limited audit process could be accomplished in 6-8 weeks, while a more extensive one could take 3-4 months or even longer.
- The Leadership Academy’s [Equity at Work](#) tool helps inform the post-audit planning process by offering research-based best practices aligned to 10 Equity Action Areas (see below).

1. Pedagogy	2. Cultural Competency
3. Collective Action	4. Family Engagement
5. Discipline	6. School Enrollment
7. Personnel	8. Scheduling
9. Students with Disabilities	10. Transportation

**II. Statement of Work**

Timeline	Equity Audit Process	Leadership Academy Support
<p><b>Proposed timing:</b> August 26-September 1, 2020</p> <p><b>1 week</b> (presumes there is an existing group that can be leveraged for this purpose)</p>	<p><b>Superintendent initiates audit process.</b> They with key stakeholders:</p> <ul style="list-style-type: none"> <li>Choose equity focus areas (using Equity at Work tool) and participants for equity committee representative of cross-section of internal and external stakeholders;</li> <li>Choose committee's chair;</li> <li>Explain the audit process and timeline to the committee and the community;</li> <li>Choose an overarching equity goal for the district</li> </ul>	<ul style="list-style-type: none"> <li>Facilitation of launch meeting with district lead to plan timeline and discuss formation of district team</li> <li>Facilitation of regular meetings with district team to establish purpose and outcomes (weekly)</li> </ul>
<p><b>Proposed timing:</b> September 2-15, 2020</p> <p><b>1 week</b> to identify data, develop questions and surveys</p> <p><b>1 week</b> to conduct focus group and surveys</p>	<p><b>Establish current state of district (BEFORE COVID-19). Equity committee:</b></p> <ul style="list-style-type: none"> <li>Identifies relevant data</li> <li>Collects stakeholder perspectives through focus groups, surveys, etc.</li> <li>Examines collected data</li> </ul> <p><b>Establish current state of district (DURING COVID-19). Equity committee:</b></p> <ul style="list-style-type: none"> <li>Identifies relevant data</li> <li>Collects stakeholder perspectives through focus groups, surveys, etc. Focus groups can be a combination of virtual and in-person; Data collection includes open survey to community to collect data</li> </ul>	<ul style="list-style-type: none"> <li>Development of surveys for data collection</li> <li>Development of facilitator's guide for focus groups</li> <li>Leads training of district personnel who are co-leading focus groups</li> <li>Co-facilitation of up to 3 focus groups</li> </ul>
<p><b>Proposed timing:</b> September 16-22, 2020</p> <p><b>1 week</b> if done by Leadership Academy staff only</p>	<p><b>Root cause analysis of reasons for gap.</b></p> <ul style="list-style-type: none"> <li>Triangulate data</li> <li>Use of root cause analysis tools to identify institutional causes</li> <li>Develops problem statement (s)</li> </ul>	<ul style="list-style-type: none"> <li>Analysis of data</li> <li>Development of problem statements</li> <li>Development of recommendations report</li> </ul>
Timeline	Equity Audit Process	Leadership Academy Support
<p><b>Proposed timing:</b> September 23-October 6, 2020</p> <p><b>2 weeks</b> for regular meetings with full district team and for Leadership Academy to write-up plan of action based on meetings</p>	<p><b>Develop plan of action.</b> Full equity committee</p> <ol style="list-style-type: none"> <li>Develops theory of action</li> <li>Develops between two and five action steps overall that are both "quick wins" and long-term strategies; (use of Equity at Work tool)</li> <li>Creates action plan with timeline, specific individuals responsible for each part of the plan, the specific data that will be regularly collected as well as any additional accountability measures, and</li> <li>Superintendent and equity committee communicate action plan to all stakeholders.</li> </ol>	<ul style="list-style-type: none"> <li>Design and facilitation of up to 4 team meetings</li> <li>Development of action plan</li> </ul>

Note that this presumes all Leadership Academy support will be provided remotely.

**III. Period of Performance**

The services described above can be provided between August 26 and October 31, 2020, according to the schedule outlined above. Note that this represents a tight timeline for this process, and delays at any stage of the process will push back the final deliverables accordingly.

**IV. Work requirements**

NYC Leadership Academy agrees to the following actions:

- Strategic support for district leadership in mobilizing an equity committee to guide the audit work;
- Design and co-facilitation of equity committee meetings;
- Design of focus group/survey instruments and focus group facilitation guide;
- Training of district personnel to co-facilitate focus groups;
- Analysis of data and production of summary and recommendations; and
- Production of draft equity action plan for district.

Hillsborough County Public Schools, Florida agrees to the following actions:

- Convene equity committee and schedule meetings in accordance with process timeline;
- Work with Leadership Academy team to schedule and convene focus groups and distribute surveys; and
- Provide personnel to co-facilitate focus group implementation process.

**V. Allocation of Funds/Budget**

HCPS agrees to pay NYC Leadership Academy a fee of \$24,500 for services outlined above.

ATTEST: The School Board of Hillsborough County, Florida

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date Signed

ATTEST: NYC Leadership Academy

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Date Signed