

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:

[OCM BOCES]

With its principal address located at:

[110 Elwood Davis Rd, Liverpool, NY 13088] (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*".
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 (July 1st, 2021 – June 30th, 2022). 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 30th, 2022**]. 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 in New York County and the United States District Court for the Southern District of New York 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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

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

NEW YORK UNIVERSITY


By

Name: Alex Samsky

Title: Assistant Contract Officer, OSP

Date: July 15, 2021

COLLABORATOR



By

Name: Phillip D. Grome

Title: Asst. Supt. for Admin.

Date: 7/7/21

Appendix A: Scope of Work

Metropolitan Center for Research on Equity and the Transformation of Schools
and OCM Boces (Jamesville DeWitt Central School District)

OCM Boces (Jamesville DeWitt Central 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 collaborative **training and technical assistance** support project with the district from July 1, 2021 to June 2022.

The partnership will be comprised of the following strands of work:

1. Co-Facilitation and Coaching of Culturally Responsive Sustaining (CR-S) Education training
2. Technical Assistance Support of Trained District/School Leads to Execute Culturally Responsive Sustaining (CR-S) Education training
3. Training and technical assistance for the District-wide Equity Council and School-based Equity Teams

The proposed scope of work will develop competency among (2 new cohorts) of **25** new lead learners in Jamesville DeWitt in Culturally Responsive Sustaining (CR-S) education practices through **8 online half-day and 2 full-day in person sessions (online and in person is dependent on district re-opening) in summer/fall 2021 and 2 online half-days and 5 full-days in person sessions in winter/spring 2022** that will be collaboratively co-facilitated with 3-4 individuals from the district who have already been trained (see description below). The CR-S education training will focus on: (1) developing common language around CR-S education, (2) examining the role that race, 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.

A second goal of the proposed work is: (1) providing direct support to identified lead learner district and school staff who have already been trained in order to implement a co-facilitation model of Culturally Responsive Sustaining (CR-S) Education training; (2) executing a 4-step coaching fidelity process for the CR-S education training that will build their internal capacity to independently execute CR-S education training. The coaching process includes: (a) jointly planning the content of CR-S education training (b) coaching to practice content; (c) modeling the facilitation of CR-SE content; and (d) providing feedback, and (3) offering technical assistance support for trained school leads to plan and implement CR-SE trainings.

Finally, through training and technical assistance, IESC will support the district's strategic plan to develop a district-wide Equity Council. The aim of this support will be to grow the reach of the CR-SE work currently taking place as well as deepen the understanding of how equity council members and school-based teams strategically plan and execute CR-SE-based policies and practices. There will be an embedded focus on the voice and participation of family and community members in this strategic CR-SE planning.

Scope of Work:

Part 1: Co-Facilitation of Culturally Responsive Sustaining (CR-S) Education training

NYU Metro Center-IESC will complete **8 online half-day and 2 full-day in person sessions (online and in person is dependent on district re-opening) in summer/fall 2021 and 2 online half-days and 5 full-days in person sessions in winter/spring 2022** of CR-S education training. The first lead learner cohort would occur in the summer 2021 to fall 2021, and the second group of lead learners would be trained in the winter 2022 to late spring 2022. The sessions will be co-facilitated with 3-4 individuals from Jamesville

DeWitt who have already been trained to build their competency and capacity in executing the Culturally Responsive Sustaining (CR-S) education training. The CR-SE co-facilitation team will co-facilitate the CR-S education content, in which an NYU Metro Center IESC associate will coach CR-SE co-facilitators before each upcoming session, co-present during the sessions, and observe district CR-SE trainers. After the session, feedback will be offered to the CR-SE co-facilitators.

The CR-S education series that will be developed for 2 cohorts of **25** lead learner participants helps participants shift deficit thinking mindsets, specifically focusing on 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 (Howard, 2010) and supports educators' engagement in a process of self-transformation in order to ensure equitable outcomes for every student (Banks, 2007). In session one participants 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 centralizes how educators identifying their power and privilege become 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. 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, inclusive curriculum and rigorous instruction that mitigate vulnerability. Session 5 and 6 focuses on identifying CR-S education school and classroom practices, developing competency around using the CRE Toolkit (CRE Curriculum Audit, CR-SE problem solving teams, CR-SE classroom tool), and developing district/school level Guardians of Equity teams.

Part 2. Technical Assistance Support of Trained District/School Leads to Execute Culturally Responsive Sustaining (CR-S) Education training

NYU Metro Center-IESC proposes to conduct **4 half-day (e.g., 3 hours) online sessions** with already CR-SE trained school leads to support them in creating truncated customized CR-SE trainings to implement in their respective schools. NYU Metro Center's IESC will collaboratively guide CR-SE trained district leads in building CR-SE mini-trainings that are responsive to their respective schools. Session 1 will focus on jointly identifying core constructs of CR-SE to start building mini-sessions. Session two aims to complete the outlining of the mini-trainings and create mini-session presentations. In session 2-4 NYU Metro Center's IESC will provide training and coaching on mini-sessions. An NYU Metro Center-IESC associate will provide feedback to district leads to improve their processes and increase their capacity in implementing the CR-SE mini-trainings.

Part 3. Training and technical assistance for the District-wide Equity Council and School-based Equity Teams

NYU Metro Center-IESC proposes to conduct a total of **4 half-day online trainings and 4 half-day in person technical assistance sessions (8, half-days total)**. The first **2, half-day trainings** will be with members of the District-wide Equity Council in the fall of 2021. This will include initial support in the selection of said council members. The 2, half day trainings will focus on building a collaborative culture within the equity council that is grounded in CR-SE and driven by a collective moral imperative. IESC associates will lead the equity council through frameworks from implementation science, school improvement (Bryk, et al.) and coherence (Fullan & Quinn) to support the collective visioning of future CR-SE work in the district. Foundationally, the work will engage the importance of families and

community as partners and will include family/community representation on the council.

Additionally, IESC will conduct **2, half day trainings** in the fall of 2021 for school-based equity teams, leading them through the Guardians of Equity Protocol as well as other equity-based tools that can be used at the school level. The remaining **4, half-days** throughout the school year will be devoted to curated technical assistance for both the District-wide Equity Council and the school-based equity teams, supporting the ongoing work and implementation at the school and district level. This work will support the implementation plan that is developed by the District-wide Equity Council.

Timeframe:

This contract is for 11 months of collaborative work between OCM Boces (Jamesville DeWitt Central School District) **and NYU Metro Center IESC. Once** OCM Boces (Jamesville DeWitt Central School District) **approves** the contract, work will **begin** July 1, 2021 and continue through June 30, 2022

Appendix B

BUDGET

Comprehensive budget..... **[\$100,200]**

The services for this contract will involve the following: culturally responsive education sustaining co-facilitation training model with 2 cohorts of **25 lead learner** educators.

Technical assistance support sessions with CR-SE trained district leads to support them in creating truncated customized CR-SE trainings to implement in their respective schools, and training and technical assistance support District-wide Equity Council and School-based Equity Teams. To that end, cost includes NYU Metro Center-IESC staff time, including planning with co-facilitators, support in co-facilitating sessions, and feedback cycles. The total **cost** of the **NYU Metro Center's proposed project will be \$100,200.00**

NYU Metro Center-Innovations in Equity and Systemic Change Jamesville DeWitt Central School District	
Items Charged	Cost
Culturally Responsive Sustaining Education Training Summer/Fall 2021	
Online Half-Day CR-SE Co-Facilitation Session 1, Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 1, Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 2, Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 2, Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 3, Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 3, Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials) Summer/Fall Lead Learner Cohort 1 and Winter/Spring Lead Learner	\$2,750.00

Cohort 2 @ \$2,750 each	
Online Half-Day CR-SE Co-Facilitation Session 4, Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 4, Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
In-Person Full Day CR-SE Co-Facilitation Session 5 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
In-Person Full Day CR-SE Co-Facilitation Session 6 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
Culturally Responsive Sustaining Education Training Winter/Spring 2022	
Online Half-Day CR-SE Co-Facilitation Session 1, Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
Online Half-Day CR-SE Co-Facilitation Session 1, Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials)	\$2,750.00
In-Person Full Day CR-SE Co-Facilitation Session 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
In-Person Full Day CR-SE Co-Facilitation Session 3 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
In-Person Full Day CR-SE Co-Facilitation Session 4 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
In-Person Full Day CR-SE Co-Facilitation Session 5 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
In-Person Full Day CR-SE Co-Facilitation Session 6 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$6,100.00
Total CR-SE Cost	\$70,200.00

Online Technical Assistance CR-SE Sessions	
Online Half-Day CR-SE Technical Assistance Session 1 (Trainer, Materials, Feedback Sessions)	\$2,500.00
Online Half-Day CR-SE Technical Assistance Session 2 (Trainer, Materials, Feedback Sessions)	\$2,500.00
Online Half-Day CR-SE Technical Assistance Session 3 (Trainer, Materials, Feedback Sessions)	\$2,500.00
Online Half-Day CR-SE Technical Assistance Session 4 (Trainer, Materials, Feedback Sessions)	\$2,500.00
District-wide Equity Council/School-based Equity Teams Training and Technical Assistance	
Online/In-Person Half-Day District-wide Equity Council Training Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$2, 500.00
Online/In-Person Half-Day District-wide Equity Council Training Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$2,500.00
Online/In-Person Half-Day School-based Equity Teams Training Part 1 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$2,500.00
Online/In-Person Half-Day School-based Equity Teams Training Part 2 (Pre-Planning/Feedback Sessions with Co-Facilitators, Trainer, Materials, Travel)	\$2, 500.00
Online Half-Day Technical Assistance for District-wide Equity Team/School-based Equity Team Session 1	\$2,500.00
Online Half-Day Technical Assistance for District-wide Equity Team/School-based Equity Team Session 2	\$2,500.00
Online Half-Day Technical Assistance for District-wide Equity Team/School-based Equity Team Session 3	\$2,500.00
Online Half-Day Technical Assistance for District-wide Equity Team/School-based Equity Team Session 4	\$2,500.00
Total TA Cost	\$30,000.00
Grand Total Cost	\$100,200.00

NYU shall submit invoices not more often than monthly for deliverables completed. Upon the receipt of proper invoices, the Collaborator shall pay NYU within thirty (30) days. All invoices shall be submitted using NYU's standard invoice form and shall include current and cumulative costs as well as a breakdown of the costs being invoiced.

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>Administrative Contact Name: Silvia Taylor Grants Manager</p> <p>Address: Steinhardt, Office of Research New York University 726 Broadway, 5th Floor New York, NY 10003</p> <p>Telephone: Fax: Email: sp172@nyu.edu</p>	<p>Administrative Contact Name: Dr. Peter Smith, PhD Superintendent</p> <p>Address: Jamesville-Dewitt CSD PO Box 606 Dewitt, NY 13214</p> <p>Telephone: 315-445-8304 Fax: 315-455-8477 Email: psmith@jd.cnyric.org</p>
<p>Principal Investigator Name: David Kirkland Associate Professor/Center Director</p> <p>Address: New York University, Steinhardt 239 Greene Street, Room 635 New York, New York 10003</p> <p>Telephone: 212-998-7391 Fax: 212-995-4049 Email: dk64@nyu.edu</p>	<p>Project Director Name: Dr. Peter Smith</p> <p>Address: Jamesville-Dewitt CSD</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact Name: Meidy Candia-Leyva Assistant Controller</p> <p>Address: Sponsored Programs Administration New York University 105 East 17th Street, 3rd Floor New York, NY 10003</p> <p>Telephone: 212-998-2832 Fax: 212-995-4555 Email: cdv.spa@nyu.edu</p>	<p>Financial Contact Name: Doreen Bergman Assistant Superintendent, ISS</p> <p>Address: OCM BOCES PO Box 4754 Syracuse, NY 13221</p> <p>Telephone: 315-431-8492 Fax: 315-431-8585 Email: dberman@ocmboces.org</p>
<p>Authorized Official Name: Alex Samsky Assistant Contract Officer</p> <p>Address: New York University 665 Broadway, Suite 801 New York, NY 10012</p> <p>Telephone: 212-998-2121 Fax: 212-995-4029 Email: osp.agency@nyu.edu</p>	<p>Authorized Official Name: Phillip D Grome Assistant Superintendent for Administration</p> <p>Address: 6820 Thompson Road Syracuse, NY 13221</p> <p>Telephone: 315-433-2614 Fax: 315-431-8444 Email: pgrome@ocmboces.org</p>