



2016-17 PROFESSIONAL SERVICES CONTRACT

CONTRACT SUMMARY

CLIENT: Novato Unified School District
CLIENT CONTACT: Jim Hogeboom
NEP PROJECT LEAD: Hugh Vasquez
PROJECT DURATION: July 2016 – June 2017
TOTAL CONTRACT AMOUNT: \$139,000

CONTRACT AGREEMENT

This Agreement is made this June 21, 2016 between the National Equity Project (“The Project”) and Novato Unified School District (“CLIENT”), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in the “Scope of Work,” in exchange for total payment of \$139,000 for the time period July 2016- June 2017.
2. Payments made by CLIENT pursuant to this Agreement are inclusive of local travel expenses, defined as travel within 50 miles of Oakland, California. Expenses for all travel outside of the local area and other fees and expenses are not included in this Agreement and will be invoiced to the CLIENT based on actual costs.

CLIENT AGREEMENTS:

3. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The National Equity Project events, hosting and attending site visits and peer reviews, and sharing information with audiences as appropriate.
4. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.
5. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable. All services and related fees or expenses will be billed in installments over the contract period unless the CLIENT and The Project have otherwise agreed in writing to an alternate payment schedule (**see asterisk on final page of contract**).



6. Should CLIENT seek services beyond the Scope of Work from the Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment for additional services is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable.
7. CLIENT agrees to indemnify, defend with counsel approved by The Project, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
8. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

NATIONAL EQUITY PROJECT AGREEMENTS:

9. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
10. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

MUTUAL CONTRACT AGREEMENTS:

11. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

CLIENT:

Contact Name/Department

Client Name

Client Address

City State Zip



THE PROJECT: Lisa M. Lasky, Senior Director
1720 Broadway, 4th Floor
Oakland, CA 94612

- 12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any litigation related to or arising from this Agreement may be brought only in a state court within Alameda County, CA or federal court located within the Northern District of California, and the parties consent to the jurisdiction of such courts.
- 13. **Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 14. **Attorneys Fees:** If any action is brought for a declaration of rights under or to enforce the provisions of this Agreement, or for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as fixed by the Court.
- 15. **Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

NATIONAL EQUITY PROJECT:



Lisa Lasky, Senior Director

June 1, 2016

Please direct payment related questions to:

*Lisa Lasky, Senior Director
National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612
510.208.0160 x308 | llasky@nationalequityproject.org*

CLIENT:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

CLIENT Name, Title

Client Signature

Date

Please direct invoices and payment related questions to:

CLIENT:

Name: _____ **Title:** _____

Address: _____

E-mail: _____

Phone: _____ **Ext.** _____

SCOPE OF WORK

The National Equity Project (NEP) will provide professional services to Novato Unified School District to advance the work of NUSD in bringing about equity in education.

Over the past several years, leaders within NUSD have increased their knowledge and awareness of inequities in the school system and have developed greater will to do something about them. Over the past two years NUSD has invested in developing equity consciousness for over 100 staff and board members resulting in an increase in will and a deep desire to work together to address equity challenges in NUSD. From Board members to the Superintendent to the Cabinet to central office staff to school site leaders and to some teachers, there is greater alignment in purpose and vision for equity unlike any time in the recent past. NUSD has set the stage for an unprecedented transformation of an educational system where truly all children regardless of their cultural backgrounds can succeed.

Although the stage has been set and a strong foundation built amongst many leaders, the school system in NUSD has not yet changed into one where all students have the opportunity to succeed. The inherited design of an educational system that serves some and not all is still in place, and this inherited system is still producing racialized outcomes, meaning educational success is different depending on one's racial background. The challenge NUSD faces now is to take the newly developed equity consciousness along with the tremendous energy and will of a large number of NUSD leaders and create, design and transform the current system.

The National Equity Project has worked with thousands of educators and hundreds of schools, school systems and communities throughout the country for over 20 years. Our experience and on-going study of the root causes of educational inequities as well as strategies to address these inequities has led to a theory of action about how to bring about equity. Phase One of equity work is to create awareness and consciousness about equity and to develop an equity imperative on both the individual and institutional levels. Phase Two involves gaining clarity about the equity problem, alignment amongst every level of the system to working on that problem, building additional skills amongst leaders to lead with an equity lens and identifying/taking strategic actions to learn more about the problem and potential solutions to the equity challenges. Phase Three involves designing an educational system that results in educational equity, in other words, transformation of how schooling is done. Each Phase is necessary but insufficient in itself in creating equity. Awareness on its own will not produce equity; creating a strategic equity plan without awareness will not do it; and designing a new system without awareness, alignment and deeper understanding about equity challenges will reproduce the current system therefore producing inequitable results.

Our proposal to NUSD for equity work in SY 2016-2017 is to continue work in Phase One (increasing the number of leaders with equity awareness and consciousness) while moving into Phase Two (alignment of all levels of the system towards equity, understanding the equity problem, building skills to address it, taking action). Each proposed service area/activity interacts with each other and is necessary to get the desired results.

The services include the following:

1. Professional Development

This service continues to develop the will, skill and knowledge of NUSD leaders and staff to understand equity issues that impact children and families in the community. Professional development will be provided through the following activities:

Leading for Equity Institute: A 2.5 day institute for school site Principals and their Lead Teams. Each school will be invited to bring a team of 4-6 staff to the institute. The institute will create greater equity awareness amongst participants and provide teams with guidance on addressing their specific equity challenges.

Board equity study sessions: These sessions focus on Board members increasing their understanding of systemic equity issues, discussing their role in sustaining the equity work of the district, and applying an equity lens to policy issues.

Facilitative leadership skill development: These sessions are for Central Office staff who support school site leaders to create better student outcomes and make progress on the District's equity challenges. Facilitative leadership is a specific skill that facilitates:

- someone's intrinsic motivation (or will) to keep students at the center of all they do
- a leader's identification of their own learning and development needs in terms of equity
- a leader's thinking through an equity lens as they take actions at their site(s)

2. Coaching

NEP will provide coaching to Principals, Central Office staff and the Superintendent. Coaching will be focused on application of equity skills and knowledge so that on-going learning and awareness is built. Principals will receive coaching to increase their skill and knowledge to advance equity work at their sites. Central Office staff will develop skills and knowledge to support site Principals while coaching for the Superintendent will focus on alignment of the various district-wide strategies to advance equity goals across the system.

3. Equity Centered Innovation and Inquiry Cohort (Site Teams)

As with any educational system, some leaders and their teams are more ready than others to "go deeper" with the equity work. These groups have increased their equity consciousness competency to such an extent that they can now begin to apply the equity lens in all facets of the school (operations, discipline, instruction, family engagement, professional development, etc.). Our proposal is for the cohort to attend the Leading for Equity Institute (LFE) and use the Institute to begin developing innovative strategies and actions to move the school closer to equity. After LFE the cohort will meet early in the school year (for one day) to further develop their innovative strategies and prepare to take actions. In this phase of equity work the task for the Principal and her Leadership Team is to get the entire site conscious, align everyone towards solving the equity challenges, design the school structures and practices for equity, and create distributed leadership for equity so that it is not just one or two leaders leading the equity charge. A cohort will be formed consisting of teams from selected sites. The primary goal of each site team is to learn from the actions they take and bring this learning back to the cohort. The cohort will engage in inquiry

on a monthly basis focused on discovery of what worked and didn't work with particular innovations, adjust strategies, and implement again. The cohort is a learning community actually working on behalf of the entire organization and is charged with implementing innovations in equity work and bringing lessons learned about how to produce equity back to the larger system.

4. Implementation Team Strategy Sessions

This group will maintain a larger view of the district's progress on equity and meet monthly to assess strategies and make adjustments as necessary. The group will also work to ensure equity is aligned with the other system wide strategies.

Project Unit	Deliverables	Cost
<p>PROFESSIONAL DEVELOPMENT</p> <p>Leading for Equity Institute</p> <p>Board sessions</p> <p>Facilitative Leadership Skill Development Sessions</p>	<p>Plan and facilitate:</p> <p>2.5 day Leading for Equity Institute</p> <p>4, 2-hour study sessions for Board</p> <p>8, 2-hour facilitative skill building sessions</p> <p>1-2 Senior NEP staff</p>	<p>\$32,000</p>
<p>EXECUTIVE AND SITE BASED COACHING</p>	<p>Provide 40 days of coaching to Principals, Central Office Staff, Superintendent</p> <p>3-4 NEP staff</p>	<p>\$80,000</p>
<p>EQUITY CENTERED INNOVATION AND INQUIRY COHORT</p> <p><i>Leading for Equity Learning Community</i></p>	<p>Plan and facilitate six (6) Equity Centered Learning cohort for select school site teams to include:</p> <p>1 day Inquiry Institute</p> <p>5 days of coaching</p> <p>1-2 NEP staff</p>	<p>\$15,000</p>

IMPLEMENTATION TEAM STRATEGY SESSIONS	Provide 6, 2-hour sessions to the District Advisory Committee (DAC) 1-2 NEP staff	\$9,000
Resource Books Facility Rental Institute Travel	Resource book for Leading for Equity participants; facility rental for Leading for Equity Institute; Travel (hotel and meals) for Institute	\$3,000
	TOTAL	\$139,000

- ☀ **Project fees include planning and travel time, materials development and production, and reflection and debriefing.**
- ☀ Additional services may be negotiated with Hugh Vasquez, Senior Associate, as needed.
- ☀ Client will be invoiced for one-third of the contracted services in September 2016; second-third in January 2017 and the final third in May 2016.