

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

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:

**Rondout Valley Central School District**

With its principal address located at:

**P.O. Box 9, Accord, NY 12404 (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*". NYU represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. NYU shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department. NYU shall observe and comply with all Collaborator Policies and Regulations while on school district grounds or providing services under this Agreement.

2. **PRINCIPAL INVESTIGATOR.** The Principal Investigator(s) for this Agreement is/are identified in *Appendix A*. This/These individual(s) shall supervise and be responsible for the work of all persons who assist in the performance of this Agreement. The terms of this Agreement are intended to ensure that the Principal Investigator(s) enjoy(s) the maximum applicable scientific and/or programmatic freedom and administrative flexibility consistent with the overall objectives of the Scope of Work.

3. **PERIOD OF PERFORMANCE.** The performance of this Agreement will take place during the period **September 1, 2024 - June 30, 2025**. 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*". Collaborator shall pay NYU within thirty (30) days of the Collaborator's receipt of a detailed written invoice from the NYU. Said invoice shall include the services provided, dates that the invoice covers, and the total amount due for the period specified. Collaborator shall give NYU notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute. In the event that a scheduled session is cancelled by NYU, or NYU's employees and/or agents fail to attend a session for any reason whatsoever, Collaborator shall not be billed for that session. If, however, a scheduled session is cancelled by the Collaborator, the Collaborator will be billed for that session unless Collaborator provides NYU with reasonable notice of the cancellation. NYU shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to, all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement. Neither NYU nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

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. The parties further agree that personally identifiable information relating to Collaborator's students shall not be disclosed except as provided for by applicable law, rule, or regulation, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and New York Education Law §2-d.

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 by **6/30/2025**. 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 Ulster County and the United States District Court for the Northern 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

**Alex Samsky** Digitally signed by Alex Samsky  
Date: 2024.10.18 09:55:04  
-04'00'

By

Name: Alex Samsky

Title: Contract Officer, OSP Date: October 18, 2024

COLLABORATOR



By Name: Chris Schoonmaker

Title: Board President

10/8/24

Date

## **Appendix A**

### **STATEMENT OF WORK**

Proposed Scope of Work 2024-2025  
Metropolitan Center for Research on Equity and the Transformation of Schools  
and Rondout Valley CSD

Rondout Valley CSD in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of Schools-*Innovations in Equity and Systemic Change (IESC)* will engage in a collaborative **training and technical assistance** support project with the district from September 1, 2024 to June 30, 2025.

This partnership will be comprised of the following strand of work:

1. Training and technical assistance to build competency and capacity at each school site to use the IESC CR-SE School and Classroom Self Assessment/Walkthrough Tool

The proposed scope of work will offer trainings on the utilization of the CR-SE School and Classroom Walkthrough Tool to each of the five school sites in Rondout Valley CSD. Following the five school trainings, there will be a half day technical assistance session with district and school-based CR-SE leaders to further discuss takeaways and next steps for systemic implementation.

#### **Scope of Work:**

**Part 1:** Training and technical assistance to build capacity in utilizing the CR-SE School and Classroom Self Assessment/Walkthrough Tool

The CR-SE self-assessment was designed to support schools to develop and invest in culturally responsive school environments for every child. Culturally responsive pedagogy is not new (see: Gloria Ladson-Billings, Geneva Gay), but unfortunately, the practices often live in pockets, with individuals, and are not fully understood or embraced as a larger, systemic initiative on the part of schools. The CR-SE self-assessment supports the effort to make CR-SE systemic and sustaining. The self assessment tool outlines the beliefs, policies and practices critical to building and fostering culturally responsive and sustaining learning environments.

In the proposed scope of work, each of the 5 schools in Rondout Valley CSD will receive a two-hour training which will cover the purpose and usage of the tool itself. The training will also include hands-on engagement with the tool through a guided walkthrough of each school followed by a debrief and dialogue around next steps. An IESC associate will connect the use of this particular tool to the larger push to train and support culturally responsive practices occurring in the district.

Additionally, there will be a final, half-day, technical assistance session with district CR-SE leaders (co-facilitators of the CR-SE training cohorts) along with district and school-based admin to discuss key takeaways and effective implementation as the district looks to systemize and sustain CR-SE implementation.

**Timeframe**

This contract is for 9 months of collaborative work between **Rondout Valley CSD and NYU Metro Center IESC**. **Once the** Rondout Valley CSD Board of Education **approves** the contract, work will **begin** September 1, 2024 and continue through June 30, 2025.

**Cost**

The services for this contract will include the following: **3, in-person technical assistance and training full days that will include training each of the 5 schools on the tool (2 hour sessions at each site) and 1, in-person half-day technical assistance session with district and school-based CR-SE leaders to support the next steps of effective implementation**. The services include: NYU Metro Center-IESC staff time, including planning the session and materials/resources, and consultancy. The total **cost** of the NYU Metro Center's **proposed project will be \$18,600.00 (See attachment A)**.

## Appendix B

### BUDGET

Comprehensive budget ..... [\$18,600]

NYU Metro Center-Innovations in Equity and Systemic Change	
Rondout Valley CSD	
Items Charged	Cost
Training and Technical Assistance: CR-SE School and Classroom Walkthrough Tool	
3 full day (up to 6 hours) In-Person Technical Assistance and Training sessions for Rondout CSD @ 6,200.00 each	\$18,600.00
<b>Grand Total Cost</b>	<b>\$18,600.00</b>

*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
<b>Administrative Contact</b> <b>Name:</b> Silvia Taylor Director of Grants and Business Operations  <b>Address:</b> New York University 726 Broadway, 5 <sup>th</sup> Floor New York, NY 10003  <b>Telephone:</b> <b>Fax:</b> <b>Email:</b> <a href="mailto:sp172@nyu.edu">sp172@nyu.edu</a>	<b>Administrative Contact</b> <b>Name:</b> Megan Braren Assistant Superintendent of Student Support Service  <b>Address:</b> 122 Kyserike Road Accord NY 12404  <b>Telephone:</b> 845-687-2400  <b>Fax:</b> 845-687-0945 <b>Email:</b> <a href="mailto:mbraren@rondout.k12.ny.us">mbraren@rondout.k12.ny.us</a>
<b>Principal Investigator</b> <b>Name:</b> Maria G. Hernandez Deputy Executive Director, Metro Center  <b>Address:</b> New York University 726 Broadway, 5 <sup>th</sup> Floor New York, NY 10003  <b>Telephone:</b> <b>Email:</b> <a href="mailto:mgh260@nyu.edu">mgh260@nyu.edu</a>	<b>Project Director</b> <b>Name:</b> Megan Braren   <b>Address:</b> 122 Kyserike Road Accord, NY 12404  <b>Telephone:</b> 845-687-2400 <b>Email:</b> <a href="mailto:mbraren@rondout.k12.ny.us">mbraren@rondout.k12.ny.us</a>
<b>Financial Contact</b> <b>Name:</b> Meidy Candia-Leyva Assistant Controller  <b>Address:</b> Sponsored Programs Administration New York University 105 East 17 <sup>th</sup> Street, 3 <sup>rd</sup> Floor New York, NY 10003  <b>Telephone:</b> 212-998-2832 <b>Fax:</b> 212-995-4555 <b>Email:</b> <a href="mailto:cdv.spa@nyu.edu">cdv.spa@nyu.edu</a>	<b>Financial Contact</b> <b>Name:</b> Shane Churchill   <b>Address:</b> 122 Kyscrike Road Accord NY 12404  <b>Telephone:</b> 845-687-2400 <b>Fax:</b> 845-687-0945 <b>Email:</b> <a href="mailto:schurchill@rondout.k12.ny.us">schurchill@rondout.k12.ny.us</a>
<b>Authorized Official</b> <b>Name:</b> Alex Samsky Contract Officer  <b>Address:</b> New York University 665 Broadway, Suite 801 New York, NY 10012  <b>Telephone:</b> 212-998-2121 <b>Fax:</b> 212-995-4029 <b>Email:</b> <a href="mailto:osp.agency@nyu.edu">osp.agency@nyu.edu</a>	<b>Authorized Official</b> <b>Name:</b>   <b>Address:</b>   <b>Telephone:</b> <b>Fax:</b> <b>Email:</b>