



MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

2021-22

THIS AGREEMENT ("Agreement") is made between Morgan Hill Unified School District, 15600 Concord Circle, Morgan Hill, CA 95037, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

VENDOR NAME: National Equity Project

DBA:

ADDRESS: 1720 Broadway Suite 400

MAILING ADDRESS: (if different than above)

CITY: Oakland

STATE: CA

ZIP: 94612

PHONE: (510) 208-0160

FAX:

EMAIL ADDRESS:

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: 94-3222960

Vendor is responsible for updating contact information in a timely manner.

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed on failure to furnish the taxpayer identification number. The DISTRICT requires your federal tax identification number or Social Security Number, whichever is applicable, in order to comply with these regulations.

Check appropriate box for federal tax classification:

- ☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/estate ☐ Other _____
☐ Limited Liability Company Type: ☒ (C) ☐ (S) ☐ (P)

Submittal of Documents: The VENDOR shall not commence the work under this Agreement until the VENDOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of the insurance required as indicated below:

	Signed Agreement
	Insurance Certificates and Endorsements
	W-9 Form
	Workers' Compensation Certificate (if applicable)
	Tuberculosis Clearance (if applicable)
	Fingerprinting/Criminal Background Investigation (if applicable)
	DIR # _____ (if applicable)
	Addendum for Technology Service Agreement (if applicable)

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1. TERM

This Agreement is effective on 7/1/2021 and terminates on 6/30/2023 or upon completion of services, whichever occurs first.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Board of Education, and VENDOR is in receipt of a signed Agreement.

2. TERMINATION

2.1 Without cause by DISTRICT. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate VENDOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by VENDOR. Notice shall be deemed given when received by the VENDOR no later than three (3) days after the day of mailing, whichever is sooner.

2.2 Without cause by VENDOR. VENDOR may, upon thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, DISTRICT shall only be obligated to compensate VENDOR for services satisfactorily rendered to the date of termination. Written notice by VENDOR shall be sufficient to stop further performance of services to DISTRICT. VENDOR acknowledges that this thirty (30) day notice period is acceptable so that the DISTRICT can attempt to procure the services from another source.

2.3 With cause by DISTRICT. DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

2.3.1. Material violation of this Agreement by the VENDOR; or

2.3.2. Any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or

2.3.3. VENDOR is adjudged bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of VENDOR'S insolvency.

Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the DISTRICT may secure the required services from another VENDOR. If the expense, fees, and/or costs to the DISTRICT exceed the cost of providing the services pursuant to this Agreement, the VENDOR shall immediately pay the excess expense, fees, and/or costs to the DISTRICT upon the receipt of the DISTRICT'S notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available.

3. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

4. INTERPRETATION

In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and supersede all other agreements or contract language.

5. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

6. TAX REPORTING / PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. Pursuant to IRS regulations, the DISTRICT shall provide VENDOR in IRS identified tax classification with an annual statement of compensation on the appropriate federal forms (currently IRS Form 1099 Misc.).

7. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education's policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 8.

8. FINGERPRINTING AND CRIMINAL RECORDS CHECK

The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to the VENDOR performing any of the services as listed in Item 12 of this Agreement. DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify the DISTRICT and remove any employee immediately should the VENDOR learn that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the DISTRICT where applicable.

9. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Santa Clara County, California.

10. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

11. INSURANCE AND INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and affect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

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During the term of this Agreement, VENDOR shall procure and maintain general liability, automobile liability, and professional liability (errors and omissions) from a California licensed insurer acceptable to DISTRICT with per-occurrence limits of \$1 Million unless otherwise specified by the DISTRICT. VENDOR shall provide DISTRICT with a Certificate(s) of Insurance evidencing such coverage. High risk activities may require additional coverage as determined by the DISTRICT. Certificate Holder is Morgan Hill Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming Morgan Hill Unified School District as Additional Insured. Such insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the DISTRICT shall be non-contributory. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.

12. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

Professional Development Agreement for the time period July 1, 2021 to June 30, 2023 at \$55,000 per year for a total of \$110,000.

2021-22 Invoicing in 4 equal installments per year: \$13,750 in December 2021, March 2022, June 2022, and Sept 2022

See Attachment A for Scope of Work

See Attachment A-1 for Client and National Equity Project Agreements

See Attachment B for Office BELE Metrics for the 2020-22 school years

See Attachment C for "About the NEP BELE District Network"

(Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference).

13. COMPENSATION AND EXPENSES

DISTRICT agrees to pay the VENDOR for services satisfactorily rendered pursuant to this Agreement at the rate set forth in Section 12 for a total fee not to exceed \$ 110,000.00 . District shall pay VENDOR according to the following terms and conditions:

13.1. Payment shall be made for all undisputed amounts in installment payments within thirty (30) days after the VENDOR submits an invoice to the DISTRICT. VENDOR will only be paid after the MHUSD Board of Education has approved/ratified this Agreement.

13.2. VENDOR invoices will be subject to verification that services have been rendered and subject to written approval by Pilar Vazquez-Vialva .

13.3. DISTRICT shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in performing services for DISTRICT including but not limited to travel, professional development related expenses, duplication, etc.

13.4. VENDOR shall not increase prices during the term of this Agreement.

13.5. All invoices must be submitted within 30 days of rendering services. DISTRICT reserves the right to reject invoices submitted for payment more than 30 days after services are performed.

14. OWNERSHIP OF WORK PRODUCT

VENDOR agrees all work prepared or produced during the course of this Agreement and arising from the

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services rendered (see Paragraph 12) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

15. AUDIT

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. VENDOR shall permit the DISTRICT, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Agreement. Audit(s) may be performed at any time, provided that the DISTRICT shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

16. CERTIFICATES / PERMITS / LICENSES

VENDOR and all VENDOR'S employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

17. CONFIDENTIALITY

VENDOR and all VENDOR'S agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

18. NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u> Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037 ATTN: <u>Pilar Vazquez-Vialva</u>	<u>VENDOR</u> <u>National Equity Project</u> <u>1720 Broadway, Suite 400</u> <u>Oakland, CA 94612</u> ATTN: _____
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19. ATTORNEY FEES / COSTS

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

20. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR'S status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in good workmanship like manner and in accordance with the generally accepted standard of care in the industry.

21. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or

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impaired thereby, except where enforcement is inconsistent with the parties' intent.

22. RELEASE, DISCHARGE OR WAIVER

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

23. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

National Equity Project ("VENDOR")

Signature: 

Date: 8/9/2021

Name: Emmille Brack

Title: Managing Director, Finance & Operations

MORGAN HILL UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: _____

Date: _____

Name: Kirsten Perez

Title: Deputy Superintendent and Chief Financial Officer

Date of Board Approval _____

Notwithstanding the effective date of this Agreement set forth in Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until 1) Board approval and 2) the required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.

Attachment A: Scope of Work

Service	Description	Estimated Time
Coaching	Leadership coaching of: <ul style="list-style-type: none"> • BELE Design Team • Individual design team members <i>within</i> spheres of influence 	10 hrs per month
Facilitation	BELE District Design Team meetings	2 hrs per month
Cross-Network Convenings* *virtual	<p>National Convenings</p> <ul style="list-style-type: none"> • Whole-Network convenings including BELE Design Team members from all participating districts and BELE Learning Partners <p>Role-Alike Meetings</p> <ul style="list-style-type: none"> • Cross-network meetings of participants in similar roles (i.e.; central office, principals, students, student services, teachers, superintendents), facilitated by NEP <p><i>Convenings include cross-district consultancies and collaborative inquiry</i></p>	2-4 hours per month

Attachment A-1

Client Agreements:

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 Project events, hosting and/or attending site visits and peer reviews, and sharing information with audiences as appropriate.

CLIENT will participate in research and evaluation efforts of The Project, including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide The Project with current organizational data, such as staffing, enrollment or school demographics, if applicable. In addition, to participate in the District Network, CLIENT agrees to:

- a. use a data collection and research tool provided by Project for Education Research That Scales ("PERTS");
- b. agree to the PERTS terms of use and privacy policy;
- c. authorize The Project to support CLIENT's use of PERTS services (i) to collect information and (ii) to make decisions on behalf of CLIENT concerning what information is collected and organized in connection with PERTS Services, who is authorized to track survey completion data, and from whom survey responses or other information is collected.

CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current organizational data, such as staffing, enrollment or school demographics, if applicable.

CLIENT agrees to indemnify, defend, 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.

CLIENT agrees to provide attribution to The Project should they choose to reproduce or distribute any materials developed, created, or provided by The Project in performing the Services.

National Equity Project Agreements:

The Project will allocate appropriate time and human resources to complete the Services outlined in the Scope of Work. The Project enters into this Agreement as, and shall hold itself out to the general public, as an independent contractor. CLIENT shall not have the right to direct or control the means, manner, or details by which The Project accomplishes the Services.

Except as specifically authorized under this Agreement, The Project is not an agent of CLIENT and has no authority to enter into any contract nor to incur any liability, debt, or other obligation on behalf of CLIENT.

Attachment B: Official BELE Metrics for the 2020-22 School Years

△ This document complements the [BELE Membership Expectations](#). It will be updated annually.

Members of the BELE Network collaborate to transform schools so that they reliably produce equitable experiences and outcomes for students and staff. BELE members implement practices from the BELE Framework and test the impact of those practices in order to identify what works reliably for them and their students. They also utilize Official BELE Metrics to ensure comparability of data (apples-to-apples comparisons) and a focus on high priority metrics derived from the Science of Learning and Development.

In BELE, measurement *guides immediate action* by local stakeholders, including teachers or school leaders. BELE's data collection and reporting tools ([Elevate](#) and [Catalyze](#)) are provided to BELE Members for free, and these tools always report results to the local stakeholders to whom they are most relevant (e.g., to a teacher about their own class) within one week of when results were collected.

This document lists the measures that BELE Schools and Systems use to:

1. Better understand their own contexts so they can prioritize their efforts.
2. Track and report on the impact of the practices they test.

Required and Optional Metrics for Schools and Systems

Some measures are collected on a specific cadence as a condition of BELE membership; others are used as relevant at the discretion of the school or system (a system is a school district or comparable entity).

Organization	Cadence	Metrics
BELE School	2x per semester	<u>Classroom Learning Conditions:</u> Student Experience
BELE System	2x per year	<u>Organizational Conditions:</u> Staff and/or Caregiver Experience
BELE School or System	By academic term as practices are tested	<u>Disaggregated Administrative Outcomes</u> at the level of School, Department, Grade, or Classroom

Administrative Outcomes

BELE Schools and Systems track classroom learning conditions and organizational conditions in large part because those conditions are early indicators of positive and equitable academic and social-emotional development. BELE members also report administrative outcomes...

- that are relevant to the particular practices they are testing
- disaggregated by race and/or English Language Learner status
- at the level of school, department, grade level, or classroom, depending on the level at which a particular change is being tested.

For example, if a school were testing new, restorative discipline practices throughout the building, it may opt to report school-level suspension rates by term before and after the introduction of the new policies. If a system were testing new hiring practices, it may opt to report the number of teachers employed by the system by academic year before and after the change practices were implemented.

The table below provides a simple, potential format for reporting disaggregated data for administrative outcomes that are likely to be affected by BELE practices.

Potential Metric	Description	Struct. Disadv. Race/Ethnicity (Individuals who identify as Black, Latinx, Indigenous)	Structurally Adv. Race/Ethnicity (Individuals who do not identify as Black, Latinx, Indigenous)
Total Students	Count of enrolled students	Count of Individuals	
Attendance	Number of students with > 10% total absences		
GPA	Number of students earning GPA of 3.0 or higher		
Discipline	Number of students with > 0 suspensions (both in-school and out-of-school)		
Grade Promotion	Number of students promoted to the next grade level (count seniors who graduated as "promoted")		
# Teachers	Count of teachers		
# Administrators	Count of school or system administrators		

Classroom Learning Conditions (REQUIRED 2+ times per semester)

Teachers in BELE Schools measure their students' classroom experiences at least twice per semester with Elevate. Teachers can select any or all of the student experience measures available through Elevate (see measures). Students can complete the full survey in 5-10 minutes. More measures will be added over time.

Organizational Conditions (REQUIRED 2+ times per year)

Leaders in BELE Systems measure the organizational conditions at least twice per year with Catalyze. Leaders can opt to survey staff, to survey caregivers, or to survey both groups:

- The Staff Experience survey takes 5-10 minutes (see wording).
- AND/OR
- The Caregiver Experience survey takes 10-20 minutes (see wording).

Decisions about who to survey should be guided by what practices are being tested; i.e., don't survey people about their experiences unless you plan to *do something* to improve those experiences.

Attachment C: About the NEP BELE District Network

The NEP Building Equitable Learning Environments (BELE) District Network will include a cohort of school districts from across the country committed to dream, disrupt, and co-design more equitable, healing-centered, and joyful purposes of school and approaches to teaching and learning in partnership with Black, Indigenous, People of Color (BIPOC) students.

By working in deep and sustained partnership with BIPOC students and their families, school districts will learn how to co-design approaches that ensure that every student emerges from K-12 education with strong academic skills, social-emotional wellness and intelligence, a sense of agency and civic responsibility, an awareness and appreciation of their multiple identities and a broader set of competencies that equip them to be healthy, happy contributing adults who can make a positive change in the world.

The BELE District Network builds on the work of two regional NEP District Networks (Midwest launched in 2019 and LERN launched in 2020) and is supported by an innovative collaboration between the National Equity Project and the BELE Network Learning Partners including UChicago Consortium for School Research, Project for Education Research that Scales (PERTS), and the Collaborative for Social, Emotional and Academic Learning (CASEL). Current Midwest Network and LERN districts are invited and encouraged to apply to re-commit to the BELE approach for an additional two years to deepen and expand their equity redesign efforts and provide leadership within an expanded Network of school districts.

NEP's BELE Network districts will work collaboratively across all roles in the system and community to apply current research and *contribute to* emerging research in the Science of Learning and Development (SoLD) in service of whole child, whole community wellness and racial justice.

Why a Network? Why *now*?

We have all experienced tremendous loss and uncertainty over the last year; the disruption has been universal, but the impacts have not been distributed evenly. Historic and current racial injustices have become more visible for some and the demand from our young people, communities of color, and leaders committed to justice everywhere means we have both a responsibility and an opportunity to co-design more equitable ways of doing school that dismantle structural barriers to opportunity **and work better for everyone.**

Our collective future rests on the decisions and actions we make today to close the 'knowing-doing gap' and redesign our systems in accordance with the overwhelming research in the science of learning and development (SoLD) about what all young people need to grow, learn, and thrive. We can't do this work alone; we will create our future together, learning from each other and supporting one another along the way in a community of belonging and resistance and with a commitment to creating systems that value and care for everyone.

The NEP BELE Network is NOT:

- An 'equity initiative' separate from the core work of schools and districts;
- A program or training;
- A predetermined 'solution' to educational inequities in your system;
- Experts telling you what to do to be more equitable.

Network Participation Overview

Participating school districts will receive National Equity Project coaching, and technical assistance from BELE partners to:

- Form and become a high functioning cross-role "BELE Design Team" utilizing Liberatory Mindsets to share power, build trust, dream, innovate, design, and test new possibilities.
- Learn and apply National Equity Project's Leading for Equity Framework:
 - To **SEE** where and how BIPOC students are thriving and where they are not and discern how the current rules of the system reproduce harm and consistent patterns of inequity;
 - To **ENGAGE** in ways with one another, students, families, and partners that builds trust and redistributes power to learn together how to create something better for everyone;
 - To **ACT** courageously in alignment with our values and implement on-going inquiry and reflection to deepen our learning and impact.
- Collaboratively work and learn through a combination of:
 - Monthly 1-2 hour BELE District Design Team meetings
 - Monthly leadership coaching of identified BELE Design Team members
 - Ongoing within-district inquiry led by BELE Design Team members
 - Monthly whole Network convenings including BELE Design Teams from all participating districts and BELE Learning Partners