

**Loudoun County Public Schools**  
**Service Agreement**



This Agreement is hereby made and entered into as of the day and year first below signed, by and between **The Equity Collaborative, LLC** hereinafter referred to as “Contractor” and **Loudoun County Public Schools**, hereinafter referred to as “LCPS.”

This Agreement in no way restricts the Contractor or LCPS from participating in similar activities with other public or private agencies, organizations, and individuals.

1. **Purpose:** Contractor shall provide consultation, meeting facilitation, and professional learning services as described in the attached Exhibit A: Scope of Work and Exhibit B: Description of Services.
2. **Term and Termination of Contractor Services:** This Agreement is for services beginning upon the date signed below, ending December 31, 2019, and may be amended or extended upon the written agreement of both Contractor and LCPS.

If any of the proposed engagement dates are canceled due to LCPS being closed, an Act of God, or a mutually agreed upon situation, the event may be rescheduled with the same terms stated herein, not to exceed one calendar year from initial date. If LCPS cancels the event, LCPS is responsible for reimbursing Contractor for any travel expenses with proof of receipts, per the attached most recent edition of the LCPS Consulting Expense Guidelines. If the Contractor cancels an event, all fees are forfeited for that event, unless the event is rescheduled.

3. **Fees and Expenses:** Contractor’s fee for services for this contract shall not exceed \$242,000 to be billed by the Contractor following the completion of services. Payment will be made upon receipt of a detailed invoice and shall be contingent upon LCPS allocated funding.

All Contractor expenses including but not limited to travel, food, lodging, materials, phone, fax, postage, and any other related expenses involved with the Contractor’s services will be provided by the Contractor at no additional charge to LCPS.

4. **General Terms and Conditions:**

- a. **Applicable Law and Choice of Forum**—This Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper court in Loudoun County, Virginia.

- b. **Status of the Parties**—The relationship of the parties to each other is solely that of independent parties. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein. Nothing contained in this Agreement shall be construed to create any partnership or joint venture between the parties. The Contractor shall provide services as an independent contractor. Under no circumstances will the Contractor be considered an employee of Loudoun County Public Schools.
  - c. **Counterparts**—This Agreement and all amendments and supplements to it may be executed in one or more counterparts, each of which shall be deemed to be an original, and all counterparts together shall constitute one in the same agreement. Facsimile or other portable document format electronic counterpart signatures to this Agreement shall be acceptable and binding.
  - d. **Severability**—Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, that provision shall be severed from the Agreement and the remaining provisions shall remain as fully valid, legal, and enforceable.
  - e. **Entire Agreement**—This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
  - f. **No Waiver**—The failure of a party to enforce any provision, term, or condition in this Agreement shall not be deemed to be a waiver of such rights or any subsequent breach of provisions herein contained.
  - g. **Assignment**—No party shall assign or otherwise transfer its rights, duties or privileges or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer, or delegation without such consent shall be void.
  - h. **Non-Discrimination**—All parties to this Agreement agree to not unlawfully discriminate on the basis of race, color, religion, national origin, sex, disability, or age (except where sex or age is a bona fide occupational qualification).
  - i. **Evaluation of Services**—LCPS and Contractor agree to jointly evaluate and assess the quality and effectiveness of the services on an on-going basis and to make modifications as deemed necessary.
5. **Insurance and Liability**—Contractor shall maintain in force during the term of this Agreement general and professional liability insurance, with coverage of at least One Million Dollars (\$1,000,000) for each occurrence, insuring itself and its agents and employees for their acts, omissions or negligence. Contractor shall provide evidence of such insurance coverage in the form of a Certificate of Insurance and shall name LCPS as an additional insured on the general liability coverage.



The Contractor shall assume all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the services contracted for, and of all damage or injury to any person or property wherever located resulting from any action, omission, commission or operation under the described services or in connection in any way whatsoever with the Contractor's work, services or products.

The Contractor shall during the term of service indemnify, defend, and hold harmless Loudoun County Public Schools, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind (including attorney's fees) brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

This Agreement shall impose liability on the Contractor to the fullest extent permitted by the laws of the Commonwealth of Virginia and any provision hereof not permitted by such laws is expressly deleted from this agreement. Nothing contained herein shall be deemed as, or construed to be, a waiver of sovereign immunity.

In **WITNESS WHEREOF**, the parties hereto have carefully read, understood, and executed this Agreement as of the day and year first below written.

**SIGNATURES:**

CONTRACTOR	LCPS
<b>The Equity Collaborative, LLC</b> 270 Camino Sobrante Orinda, CA 94563 <b>Phone:</b> 510-967-4705 <b>Email:</b> <a href="mailto:jalmanzan@theequitycollaborative.com">jalmanzan@theequitycollaborative.com</a> Jamie Almanzán, Lead Consultant <b>Website:</b> <a href="http://www.theequitycollaborative.com">www.theequitycollaborative.com</a>	<b>Loudoun County Public Schools</b> Department of Instruction 21000 Education Court Ashburn, VA 20148 <b>Phone:</b> 571-252-1320 <b>Email:</b> <a href="mailto:James.Dallas@lcps.org">James.Dallas@lcps.org</a>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Printed Name and Title:</b> <p style="text-align: center;"><b>Jamie Almanzán</b></p>	<b>James Dallas</b> <b>Director of Teaching and Learning</b> <b>Department of Instruction</b>
<b>Date:</b> April 3, 2019	<b>Date:</b> 4/10/19

**The Equity Collaborative, LLC**  
**SCOPE OF WORK - FY19**  
**LOUDOUN COUNTY PUBLIC SCHOOLS**

March 1, 2019 – June 30, 2019

	Provided Services	Timeline	LCPS Participants	Equity Collaborative Participants	Duration	Quantity	Item Cost	Total Cost
I	Systemic Equity Assessment	March – June 2019	Various stakeholders to include LCPS staff, students, and community	3 Equity Collaborative consultants	1 day	8 days in total	\$5,000/day per consultant	\$120,000
II	District Equity Plan	March – June 2019		Graig Meyer and Jamie Almanzán	4 days	1 plan	\$4,000/day per consultant	\$32,000
III	Equity Driven Central Office Leadership	March – June 2019		Jamie Almanzán	2 days/month	4 months	\$10,000/month	\$40,000
TOTAL								\$192,000

**The Equity Collaborative, LLC**  
**SCOPE OF WORK – FY20**  
**LOUDOUN COUNTY PUBLIC SCHOOLS**

	Provided Services	Timeline	LCPS Participants	Equity Collaborative Participants	Duration	Quantity	Item Cost	Total Cost
III	Equity Driven Central Office Leadership	July – December 2019		Jamie Almanzán	2 days/month	5 months	\$10,000/month	\$50,000
<b>TOTAL</b>								<b>\$50,000</b>

## SERVICES TO BE PROVIDED

**I. SYSTEMIC EQUITY ASSESSMENT | A Quantitative and Qualitative Picture of Existing Equity Issues and Capacity**

**The Systemic Equity Assessment is designed to support the Loudoun County Public Schools' community to:**

- Use Loudoun County Public Schools' student data for a quantitative analysis;
- Have the Equity Collaborative Team conduct an eight-day in person qualitative assessment, interviewing district leaders, teachers, staff, students, parents, and community members;
- Provide an assessment report to the district equity team and district administration. The administration can decide how to use the assessment report as part of the full planning process, including releasing the report in part or in full to the public.

**II. DISTRICT EQUITY PLAN | Providing Vision and Strategy for a Multi-Year Systemic Change Effort**

**The district equity plan should contain the following elements:**

- Overview of diversity, equity, and inclusion challenges as opportunities;
- Review of student achievement data related to achievement disparities;
- Analysis of disproportionalities of student discipline, as well as enrollment in special education, gifted, and other specialized programs;
- Recommendations for addressing equity challenges and opportunity gaps in the areas of pedagogical practice, curriculum, classroom management, and student and parent relationships.

This work includes the qualitative data analysis, writing draft and final edition of the District Equity Plan. The report will be reviewed with the district in a final site visit.

**III. EQUITY DRIVEN CENTRAL OFFICE LEADERSHIP | A System Approach Toward Achieving Equitable Outcomes**

**This professional learning is designed to support the central office leaders of Loudoun County Public Schools to:**

- Take a "view from the balcony" of the system at large, identifying the multiple factors influencing the school community;
- Provide insights into biases in working relationships, institutional policies and practices;
- Engage in rigorous self-assessment and learning to deepen the impact of a positive school community as measured by a positive school climate, improved instructional practice, increased student engagement, and gains in student achievement and equity;
- Develop, refine, and sustain structures, routines, and roles for adult learning. These structures will allow for deeper discussion of the ways race, class, and culture impact academic and educational outcomes throughout districts, schools, organizations, and communities.

This work includes approximately 2 days/month for an Equity Collaborative consultant to partner and coach central office leadership. This work may take the form of individual coaching (in person or by phone), joining administrators in standard meetings, facilitating the LCPS Equity Ad Hoc Committee Meetings, or convening specific equity leadership development meetings for the purpose of addressing this work. This scope of work includes agenda development, facilitation planning, research support, and planning meetings in preparation for the workshop series and on-site coaching meetings. All planning and preparation are *estimated* close to a one-to-one ratio of facilitation and coaching time.