



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this 2nd day of March 2021, between the Ohio School Boards Association (hereinafter referred to as "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235, and the Bay Village City School District (hereinafter referred to as the "Board"), with its principal place of business at 377 Dover Center Road, Bay Village, Ohio 44140 for the purpose of providing diversity, inclusion or equity consulting with A.L. Berry Consulting, Inc. (hereinafterreferred to as "Vendor"), a subcontracted service provider of OSBA.

Now, therefore, the parties agree that the Consultant and Vendor will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part ofthis Agreement. The contract and the attached addendum represent the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant and Vendor do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance withthe laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, orother manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure,there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other partyin connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending ofsuch notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum,attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services renderedprior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

Each person who signs below warrants that he/she has full power and authorization to bind the entity underwhich his/her signature appears.

OSBA

Division Director: _____
Date: _____

District

Authorized Signature: _____
Title: _____ Date: _____



Service Addendum – District Equity Audit Phase 1A

Services Provided by the Consultant:

Vendor, as a subcontracted service provider of Consultant, will provide the following consulting services for OSBA member school district, Bay Village City Schools, for the four (4) month period March 15, 2021 through June 30, 2021:

Equity Audit Phase 1A: Data Collection – Measuring Equity Assets and Challenges

Consultant will collect a range of quantitative and qualitative data through a mixed methods approach. To respect the time, effort, and commitment of all community stakeholders Vendor will make every attempt to leverage the Board's existing data and conduct research in a manner that does not disrupt teaching and learning. Vendor will work with the District's Project Owner for scheduling time in the District.

To meet the budgetary constraints of the Board, Phase 1 has been separated into two segments. This scope of work pertains to the work for Phase 1A only.

Vendor asks the Board to provide school- and district-level data that can be analyzed by subgroups, such as:

- student achievement
- student demographic
- per pupil spending
- teacher evaluation (sufficiently masked to protect individuals' privacy)
- curriculum management systems

Vendor will administer teacher, administrator, central office, and school board trustee surveys via online tools to gather measurements and perceptions on:

- school culture
- school climate
- curriculum and instruction
- youth health and risk behavior

Vendor will work with the Project Owner to identify the initiative's Key Stakeholder Team to develop a common understanding about equity and review the roadmap for the work that may occur across the three Phases, with special emphasis placed on the collection of data in Phase 1. Vendor will work to create safe spaces for dialogue about the collection of data and any concerns that may arise, either on the part of our researcher/s or the District's participants.

Vendor will review the Bay City School District strategic plan and/or equity initiative documents, mission statement, desired outcomes, and administrative focus. Vendor will deconstruct the stated goals, reframing them into SMART short- and long-term actionable undertakings to help define outcomes.

Vendor will work with the Key Stakeholders to determine the areas of focus or necessary categories that need to be included as part of the audit, focusing on those ways which work to effectively educate each student through curriculum, instruction, accommodations, and assessment.

Vendor will determine areas of relative strength and relative weakness based on current practices.

The academic achievement portion of the audit focuses on two areas: Student Achievement and Educational Opportunities. Under the umbrella of Student Achievement, Vendor will collect data to answer three questions:

1. Are learners' academic needs being met as measured by state and district assessments?
2. Have achievement rates for racial, socioeconomic, and other identified critical learner subgroups changed over time?
3. Are there measurable and observable teacher and staff qualities related to student achievement within and across subgroups?

Under the umbrella of Educational Opportunities, Vendor will collect data to answer four questions:

1. What sorts of instructional day and afterschool opportunities are offered?
2. Are instructional offerings equitably distributed?
3. Which students participate in various instructional offerings?
4. What are the teaching and learning conditions across the District?

These questions are answered via the collection of data in four categories: curriculum, instruction, accommodations, and assessment. In Phase 1A, only K-5 curriculum will be addressed. The 6-12 curriculum is the subject of Phase 1B.

Vendor will examine district-developed curriculum documents and adopted commercially developed instructional materials for:

- Cultural relevance, standards-alignment, and accessibility to all learners;
- Evidence of assuring equitable access to content;
- Evidence of support for culturally responsive teaching;
- Horizontal alignment with a clear relationship between state content standards, district resources, and district and state assessments;
- Vertical alignment reflective of a logical sequence and matriculation from one grade level to the next;
- Effective instructional material in a variety of formats;
- Exposure to a wide variety of cultures and ethnicities in literature selections and social sciences content

The equity mindset portion of the audit focuses on Climate and Culture. Vendor will collect data to answer three questions:

1. What is the culture of the District and is it embraced at the school level?
2. What tactical actions will move the District toward a culture of academic equity?
3. What policies and practices are in place to support engagement among community stakeholders (students, teachers, administrators, caregivers, and the community)?

These questions are answered via the collection of data in two categories: Academic Equity Policies and Leadership. Leadership is addressed in Phase 1B.

Vendor will research a variety of data and settings for:

- Policies and plans providing consistency and guidance concerning equality and equity;
- Evidence of cultural and linguistic diversity in the composition of District personnel – including

teachers, and site- and central office administration – to determine if the District is hiring to reflect the demographic composition of its learners more closely; and

- Distribution of material and human resources to determine equitable allocation of resources.

The Board agrees to:

- Provide and furnish to Vendor all materials, records and other information that will enable Vendor to successfully perform the services above.
- Provide internal communication and notification of any workshops or meetings.
- Coordinate meeting location, meal planning, lodging, technology and other logistical arrangements, as necessary in order to successfully perform the services above.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of \$21,626 which represents the flat fee for the services outlined above.

Invoices shall be paid in full within thirty (30) days after receipt of invoice and in no event beyond ninety (90) days from the Consultant’s rendering of the service.

Vendor conducts the audits in “sprints,” short, time-boxed period during which Vendor works to complete a set amount of the audit. These sprints are at the core of the audit process. Invoices will be submitted pursuant to the following schedule:

- \$5,400 at the signing of this agreement for Sprint 1
- \$6,735 on April 30, 2021 for Sprints 2 – 3
- \$4,986 on May 30, 2021 for Sprint 4
- \$4,505 on June 30, 2021 for Sprint 5

Timeline. Timelines for completion of services will be developed between the Consultant and the Board.

Cancellation. If the Board cancels any scheduled workshop within one week of the workshop, the Board will be charged 50% of the fee associated with that workshop. If the Board reschedules the workshop within 60 days of the workshop date or within the calendar year,

whichever occurs first, Consultant will apply the cancellation fee toward the fees for the rescheduled workshop.

Intellectual Property Rights. In the course of providing services, Consultant or Vendor may utilize a combination of its own proprietary information, models, exercises and, with permission, the proprietary work of others. Any information, models, exercises, and materials with copyright, trademark, patent or other intellectual property protections shall retain any and all such intellectual or proprietary rights and shall not be reproduced, distributed, copied or sold, in any form or fashion, without the expressed written consent of Consultant and/or Vendor.