
	<p>Valeo, LLC 1333A North Ave. # 105 New Rochelle, NY 10804 mark@goodenphd.com</p>	
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This document is an Agreement between Valeo, LLC (hereinafter Valeo) and the Eanes Independent School District (hereinafter Eanes ISD), of Austin, Texas. It specifically outlines a set of recommended services and associated costs that can be delivered for the academic year 2021-2022 (AY 21-22) related to the Eanes ISD Board Priority of Diversity, Equity and Inclusion.

Introduction and Background

For the 2021-22 school year, the Eanes ISD Board of Trustees adopted a Board Priority of Diversity, Equity and Inclusion (DEI). To facilitate implementation of the DEI Board Priority, the Board of Trustees also adopted the following 2021-22 Administrative Goals:

Diversity, Equity and Inclusion (DEI)

- Create a shared understanding of DEI through racial equity leadership training to build capacity and support sustainability
- Assess, monitor and work to modify the climate to ensure inclusivity for all staff and students
- Develop a system of equity-focused restorative justice in support of all learners
- Engage the broader community in a shared responsibility for DEI
- Embed, over time, the ongoing importance of DEI in curricula, instructional materials and resources
- Increase personal growth and learning of trustees, administrators, staff and students to support DEI
- Align DEI goals and their integration with Board policies, administrative procedures and the Eanes ISD Graduate/Staff Profile (WHEEL)

Additionally, during the 2020-2021 school year, the Board of Trustees appointed a DEI Advisory Committee (DEI Advisory Committee) to lead the process to enhance community, staff and student racial awareness and to cultivate an environment of understanding unique similarities and differences. The DEI Advisory Committee is comprised of students, parents, staff and community members, and is a formal advisory committee to the Board of Trustees.

Building a Community of Trust Through Equity-Focused Leadership

This agreement represents a continuation of the partnership that Dr. Mark Gooden (hereinafter Dr. Gooden) and Eanes ISD started during the 2020-2021 school year, and further explains the work that Valeo, via Dr. Gooden, will provide for Eanes ISD around the process “Building a Community of Trust Through Equity-Focused Leadership,” as related to the DEI Board Priority. The purpose of this work is to continue to enhance community, staff, and student awareness of equity and to cultivate an environment of understanding our unique similarities and differences.

During the 2020-2021 school year, developing racial awareness was an initial step to deepening understanding of equity and how it can be used to improve access and increase belongingness of *all* students, including those with religious, gender, cultural, ability and economic differences. Ultimately, through implementing the Eanes ISD DEI Strategic Priority and Administrative Goals, our purpose is to develop a sense of belonging for all members of diverse groups. By taking these direct steps toward the development of equity-focused leadership, Eanes ISD leaders will continue to learn how to respond within the school district and the community to the direct and recent calls for change coming from various stakeholders.

With regard to the Board Priority and Administrative Goals on DEI, as well as Valeo’s consultation with Eanes ISD, the parties are clear that neither Valeo nor Eanes ISD is endorsing, teaching, training, or encouraging work regarding critical race theory to any students, staff, or community members, specifically “presenting any form of race or sex stereotyping or blame on the basis of race or sex.” Texas Education Code section 28.002(h-3)(4). Additionally, both Eanes ISD and Valeo will comply with all State and federal law, Board Policy, and Administrative Rule regarding the matters and activities performed under this agreement.

The primary ways that Valeo will support Eanes ISD are through equity-focused capacity building training, general staff development, working directly with District DEI Advisory Committee and other District advisory groups, and serving as a consultant to community/leadership/staff/student meetings. During the 2020-21 school year, Dr. Gooden assisted Eanes ISD in establishing *Equity Teams* at the three secondary schools. To ensure continuity, consistency, and longevity of our purpose, during the 2021-2022 school year, *Equity Teams* will be established at each Eanes ISD elementary school. The purpose of these teams is to support the principal in guiding the equity work on the respective campuses. The *Equity Teams* will “carry the work forward” and ensure that the equity-focused leadership continues in years to come. The Eanes ISD Curriculum, Instruction, and Assessment Team, under the direction of the Deputy Superintendent and the Chief Learning Officer, will periodically visit with the *Equity Teams* to ensure consistency in the district vision and implementation of the Strategic Priority.

Proposed Services for the 2021-2022 School Year

Valeo proposes the following general project work timeline for the 2021-22 school year:

Activity (2021-22)	July	Aug.	Sept	Oct.	Nov.	Dec.	Jan.	Feb	Mar	April	May	June	July
Building Capacity for Equity-Focused Leadership		X	X	X	X		X	X	X	X			
Train Equity Teams on Equity Audits			X	X	X	X	X	X	X	X			
Training Session- Full Day		X											
Training Session- Full Day		X											
Retainer		X	X	X	X	X	X	X	X	X	X		
Student Leadership Session Facilitation			X	X	X	X	X	X	X	X			
Community Meetings		X	X	X	X	X	X	X	X	X	X	X	
Equity-Focused Leadership-Board of Trustees (PD)				X									
Final Report, including Observations, Conclusions and Recommendations											X		

To provide more specific information, each proposed activity is detailed below. In addition to providing information about the date, description, and charge for each activity, Valeo and Eanes ISD want to ensure that each activity is consistent with the DEI Strategic Priority and Administrative Goals. To that end, the Administrative Goal to which each activity supports is also identified in the below chart.

As reference, below are the Eanes ISD 2021-22 DEI Administrative Goals, categorized by “Element Number.”

Element #	Eanes ISD DEI Administrative Goal Statement
1	Create a shared understanding of DEI through racial equity leadership training to build capacity and support sustainability
2	Assess, monitor and work to modify the climate to ensure inclusivity for all staff and students
3	Develop a system of equity-focused restorative justice in support of all learners
4	Engage the broader community in a shared responsibility for DEI
5	Embed, over time, the ongoing importance of DEI in curricula, instructional materials and resources
6	Increase personal growth and learning of trustees, administrators, staff and students to support DEI
7	Align DEI goals and their integration with Board policies, administrative procedures, and the Eanes ISD Graduate/Staff Profile (WHEEL)

For each proposed activity described below, the relevant DEI Goal Element(s) is identified in the first column to ensure alignment, accountability and transparency. Additionally, to ensure that each activity is also consistent with other Board initiatives, including, but not limited to, applicable elements of the Charge of the DEI Advisory Committee, opportunities for the engagement of the DEI Advisory Committee are noted below.

DEI Goal Element #	Quantity	Date of Service	Item	Description	Charge**	Total
1	8	August-November, January-April	Building Capacity for Equity-Focused Leadership 1/2 Day (PD)	Up to 2.5 hours of workshop to support “train the trainer” approach using Five Practices for Equity-Focused School Leadership. Resource: DEI Advisory Committee	\$4,500 per ½ day (x8)	\$36,000.00
2	8	September-April	Equity Leadership Team Support School Level Needs Assessment-Equity Audits (focus on elementary)	Data Collection and Analysis using Five Practices for Equity-Focused School Leadership. Resource: DEI Advisory Committee	\$1,200 each (x8)	\$ 9,600.00
5	1	August	Teacher Trainings-Full Day (PD)	Up to 5 hours excluding lunch hour	\$6,500 per day	\$6,750.00

5	1	August	Teacher Trainings-Full Day (PD)	Up to 5 hours excluding lunch hour.	\$6,500 per day	\$6,750.00
1-7	10	Monthly: August-May	Retainer of Services	Retainer (Meetings (ad hoc/planned), DEI Advisory Committee meetings, coaching sessions, ed sessions, quarterly updates to the Board of Trustees), etc.	\$3,500 each (x 10)	\$35,000.00
2,3,6, 7	8	September - April	Student Leadership Session Facilitation	Help facilitate students' interest in organizing multiple ways to get involved in DEI work via research projects, clubs, or other ways. Resource: DEI Advisory Committee	\$2,000 (x 8)	\$16,000.00
4	11	Monthly: August-June	Community Meetings	Engage Community in DEI Work via community meetings/webinars, school/community groups (such as clubs, booster clubs, PTOs, PTA), etc. Resource: DEI Advisory Committee	\$1000 per meeting (x 11)	\$11,000.00
6, 7	1	October	Building Capacity via Equity-Focused Leadership/ Board of Trustees (PD)	Up to 2.5 hours of training	\$4,500 per ½ day	\$ 0.00 COMP
1-7	1	May	Final Report	Submission of a Final Report to the Board of Trustees and Administration, including Observations, Conclusions, and Recommendations	\$0.00	\$0.00
						\$121,100.00

** special discounted rate

For information on determining which proposed services will be performed by Valeo under this agreement, see "Agreement on Services to Be Performed" below.

Contract Details

AGREEMENT ON SERVICES TO BE PERFORMED

The proposed activities and deliverables outlined in this agreement (above) represent a set of Consultant-recommended services and associated costs that can be delivered for the 2021-2022 school year, in order to continue the work started during the 2020-2021 school year. Several of the identified costs for services represent a proposed maximum for the academic year. Working together to fulfill the Eanes ISD DEI Strategic Priority and Administrative Goals, the parties will identify and agree upon which services shall be performed, including the format, audience, and timeline. Based on the needs of Eanes ISD, and upon consultation between the parties, any and all parts of the recommended services can be repeated or deferred during the term of this agreement. Any services delivered under this agreement shall be primarily provided by Dr. Gooden; Eanes ISD recognizes that Dr. Gooden may utilize assistants for operational and scheduling purposes.

TERM

The term of this agreement shall be from the effective date until June 30, 2022, unless terminated in accordance with "Termination" below. The parties shall consult prior to the end of the Term to determine whether to renew the Agreement for an additional time period.

TERMINATION

1. Termination on Notice. Either party may terminate this agreement for any reason on ten (10) business days' notice to the other party.
2. Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 - a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
 - b. the failure, inaccuracy, or breach continues for a period of twenty (20) Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
3. Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
4. Termination; Reduction of Services due to applicable Law, Policy, or Administrative Rule. If the services to be performed under this Agreement are unable to be completed due to applicable State or federal law, Board Policy and/or Administrative Rule, as determined by Eanes ISD in its sole discretion, Eanes ISD may terminate the Agreement, effective immediately. In lieu of terminating the Agreement under this Section, Eanes ISD, in its sole discretion, may reduce the services to be performed under this Agreement to remove the portions of services that are unable to be completed due to applicable State or federal law, Board Policy and/or Administrative Rule and proportionately reduce the fee(s)/sum(s) to a reasonable amount for the remaining services. Unless prohibited by applicable State or federal law, Board Policy, or Administrative Rule, as determined by Eanes ISD in its sole discretion, if the Agreement is terminated pursuant to this Section, Contractor shall be paid for services rendered and accepted by Eanes ISD prior to the effective date of termination.

METHOD OF PAYMENT

Valeo shall provide an invoice to Eanes ISD at the end of each month in which services are provided under this agreement. The invoice shall set forth in detail the deliverables, activities, products and expenses performed or incurred during that month and cost associated with each. Invoices shall only be payable

when received within sixty (60) days from the date the services are rendered. Invoices shall be payable by Eanes ISD within thirty (30) business days of the invoice date (the "Payment Date").

INDEPENDENT CONTRACTOR

Dr. Gooden expressly understands and agrees that he is an independent contractor and he shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of Eanes ISD, and shall not be entitled to any fringe benefits of Eanes ISD, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity pay. Dr. Gooden shall be responsible for all the withholding and payment of all income and social security taxes to the proper federal, state and local governments. Dr. Gooden shall also be responsible for his own liability insurance and for providing compensation to all of his workers.

TEXAS PUBLIC INFORMATION ACT

Eanes ISD is a governmental entity subject to the Texas Public Information Act. This agreement, as well as work done pursuant to this agreement, may be subject to release as public information after contracts are executed or the procurement is terminated. If Valeo believes that work, or parts of work, performed pursuant to this agreement may be exempted from disclosure under Texas law, Valeo is responsible for providing such information to the Texas Attorney General. Eanes ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Valeo.


SEVERABILITY

If any clause, or portion of a clause, in this agreement is considered invalid under the rule of law, including, but not limited to, State or federal Law, Board Policy and/or Administrative Rule, the invalid portion shall be regarded as stricken while the remainder of this agreement shall continue to be in full effect.

AMENDMENTS

Amendments to this contract can be made with the written consent of both parties. Both parties have reviewed and understand the terms set forth in this agreement and have executed this agreement by their duty as authorized representatives, as of the reflected dates.

Valeo, LLC

DocuSigned by:

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Dr. Mark Gooden

7/20/2021
Date

Eanes Independent School District

DocuSigned by:

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John Havenstrite, Eanes ISD Board President

DocuSigned by:

F4FEB23585594F1...
Dr. Tom Leonard, Eanes ISD Superintendent

7/21/2021
Date ("Effective Date")