

Loudoun County Public Schools
and
Loudoun Freedom Center



This Agreement is hereby made and entered into as of the day and year first below written, by and between Loudoun Freedom Center (LFC), 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 professional learning opportunities and consultative services, in addition to optional student field trips and school visits for LCPS as outlined in the attached Description of Work. LCPS and LFC will jointly design professional learning events in support of the LCPS instructional vision and mission. LCPS will provide professional learning for LFC staff to align the events to the LCPS instructional vision and curriculum.
2. **Term and Termination:** This Agreement shall commence for as needed services rendered beginning in March of 2019 through August 31, 2020 with the option to extend the agreement, contingent on funding. This Agreement may be extended or amended upon the written mutual agreement of both Contractor and LCPS. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, at any time without penalty, by providing 30 days advanced written notice to the other party.
3. **Fees and Expenses:** Contractor will provide a quote detailing the charges and services provided for each event prior to the event. Services provided by the contractor will be scheduled and secured when the quote is agreed upon and approved by both parties. LCPS will issue a Purchase Order for Contractor’s services. All Contractor expenses including but not limited to travel, food, lodging, materials, phone, fax, and any other related expenses involved with the Contractor’s services shall be provided at no additional charge to LCPS.
4. **Payment Terms:** Contractor’s fees shall be billed following the completion of services. Payment by LCPS shall be made upon receipt of a detailed invoice listing fees, the services provided, and amount due.
5. **Contractor’s Obligations:**
 - a. Contractor will attend LCPS provided professional learning for LFC staff to align the events to the LCPS instructional vision and curriculum.
 - b. Contractor will offer professional learning opportunities for LCPS teachers in coordination with LCPS.
 - c. Contractor will collaborate with LCPS to plan, schedule, design, and organize the professional learning events.
 - d. Contractor may be asked to provide consultative services.
 - e. Contractor may be asked to provide field trips for students.
 - f. Contractor may be asked to engage in school visits and provide presentations to students.
 - g. Contractor shall respect the confidentiality of LCPS employees and their records.
 - h. Contractor further agrees to not use or disclose any LCPS employee personal or private information whatsoever.
 - i. Contractor hereby declares in writing prior to the commencement of any work for LCPS its understanding that all employee data and information handled, accessed, obtained, or derived therefrom will be held in the strictest confidence by Contractor and its subcontractors and their respective officers, directors, agents and employees. Contractor, its officers, directors, agents and

employees shall be governed by, and comply with, Federal and Virginia laws prohibiting the disclosure of information obtained or compiled during the course of their work for LCPS.

- j. All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of LCPS and must not be used by the contractor for any purpose other than the purpose outlined by this agreement.
- k. All Contractor proprietary materials used in the work with LCPS will remain property of the Contractor. LCPS agrees to limit its use of the proprietary materials supplied by the Contractor to “in house” activities sponsored by LCPS.
- l. Neither Contractor, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from LCPS or derived therefrom at any point in time, even after termination or expiration of this agreement, except as may otherwise be required by law.
- m. Contractor, its officers, directors, agents and employees are prohibited from reproducing LCPS source media, written products, or any portion thereof.
- n. Contractor shall notify each of its officers, directors, agents, and employees having access to LCPS information that such data and/or information may be used only for the purpose and to the extent authorized in this agreement.
- o. Contractor agrees to comply with all applicable Federal and state statutes, rules, and regulations and understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be a breach of this Agreement and grounds for immediate termination of the underlying agreement, contract and order, and may subject the offender to criminal and civil sanctions.
- p. Contractor shall notify LCPS of any breach of the security of LCPS employee information immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The notification required may be delayed if a law enforcement agency affirmatively determines that the notification will impede a criminal investigation. Contractor shall allow the law enforcement agency both to participate in the investigation of incidents and to exercise control over decisions regarding external reporting.

6. **Mutual Obligations:**

LCPS and LFC will work jointly to plan, design, and disseminate any communications regarding the partnership and work to schools and to the Loudoun community (e.g. media).

7. **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. **Severability**—Should any portion of the Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this agreement shall remain fully valid and enforceable.
- d. **Entire Agreement**—This Agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements. This agreement may be executed electronically and in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- e. **Waiver**—The failure of a party to enforce any provision in this Agreement shall not be deemed to be

a waiver of such rights.

- f. **Assignment**—No party shall assign or otherwise transfer its rights 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.
- g. **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).
- h. **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. The timeline for evaluation will be outlined in the Scope of Work.
- i. **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.

- j. **Indemnification**—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/her 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:

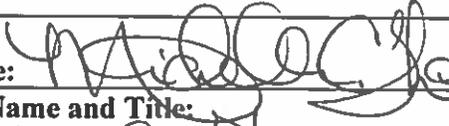
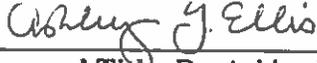
Loudoun Freedom Center (Contractor) 19309 Winmeade Drive #307 Lansdowne, VA 20176 Phone: 703-298-0887 Email: PresidentMCT@loudounfreedomcenter.org	Loudoun County Public Schools (LCPS) Department of Instruction 21000 Education Court, 5 th Floor Ashburn, VA 20148 Phone: 571-252-1300 Email: Ashley.Ellis@lcps.org
Signature: 	Signature: 
Printed Name and Title: Michelle C. Thomas	Printed Name and Title: Dr. Ashley F. Ellis, Assistant Superintendent
Date: 4/25/19	Date: 4/25/19

EXHIBIT A
DESCRIPTION OF WORK
Loudoun Freedom Center Education Initiative for the
LOUDOUN COUNTY PUBLIC SCHOOLS

Term: March 2019 – August 2020

Since 1939 African-American students, educators and community members have struggled to work with LCPS towards the goal of every child succeeding. Documented disparities continue to exist in achievement, educational opportunities and disciplinary incidents for African American students. We have engaged in many conversations over the years and we are excited that LCPS is committed to addressing issues related to African American student education. The Loudoun Freedom Center has developed an education initiative and a cultural competency program that will be piloted in the Loudoun County Public Schools. *Cultural competency is a set of behaviors, values, and policies that may be developed at an individual level, in a system, or organizational level with the ability to constructively interact and work effectively across cultures and in diverse cultural situations to achieve educational outcomes.* The partnership opportunity presented in through this program represents the commitment necessary to begin the work of challenging systemic racism, eliminating opportunity gaps, eliminating disciplinary disparities and improving the overall education experience for all students in Loudoun County.

African American Heritage Tours: Journey to Freedom

The LFC offers guided explorations of historic sites crucial to the telling of Loudoun's rich African American history. The tour is facilitated by an LFC expert staff member and is designed be a walking and driving tour of various historic sites throughout Loudoun County. LFC is responsible for arranging the tour, the various site visits, and the expert speakers along the tour. LCPS is responsible for arranging the bus transportation, costs for bus transportation, and the registration of LCPS staff for the tour. Each tour is limited to maximum of 40 participants. LFC will design these tours in consultation with LCPS Curriculum Supervisors to align learning objectives to the tour experiences.

Consultation in Curriculum Review

The curriculum, as communicated by the Department of Instruction in accordance with the Virginia Department of Education (VDOE) Standards of Learning is designed and implemented by LCPS. The curriculum provides teachers with guidelines for the content and instructional approach that LCPS educators will use to prepare its students for graduation and to fulfill the VDOE "Profile of a Graduate". Historically, curriculum has not always been inclusive or sensitive to the perspectives of a variety of points of view or lived experiences. LFC will partner with LCPS to provide consultative feedback by reviewing various LCPS curriculum to ensure the accurate and appropriate inclusion of the voices and perspectives from the African American experience. The consultative feedback will also include suggestions on how teachers can teach sensitive topics in an appropriate manner with students. Responsibility for the curriculum lies with LCPS; LFC consultation and feedback is offered for consideration by LCPS for inclusion.

Division Leadership Support and Services Coordination

The collaboration between LCPS and LFC is important as we partner in pursuit of creating an inclusive, safe, caring and challenging learning environment for student growth. This collaboration includes regular consultation and collaborative meetings between LCPS and LFC as we review practices in schools and professional development opportunities. This support may include, but not limited to, regular meetings between LCPS and LFC and LFC participation in various LCPS professional learning events.

Consultation for School-Based Activities

Teachers and schools may contact LFC to request student field trips or school-based presentations. Schools are responsible for the costs and logistics associated with the school-based activity. LCPS curriculum supervisors will communicate with schools regarding these student learning opportunities offered by LFC. This method of communication will ensure that the student learning events are planned in the context of the LCPS curriculum.

Cultural Competency: Pilot Program

The goal of LFC-EI "Cultural Competency" Pilot Program is to develop a set of behaviors, values and policies that will enable LCPS teachers and students to interact and work effectively across cultures and in diverse cultural situations through teacher development & coaching, curriculum review & implementation and student field trips. Target: 4th Grade Students and Teachers in (5) Elementary Schools. Pilot Schools will be selected based on African American population.

EXHIBIT B
SCOPE OF WORK
Loudoun Freedom Center Education Initiative for the
LOUDOUN COUNTY PUBLIC SCHOOLS

Term: March 2019 – August 2020

LFC Provided Services	Timeline	LCPS Participants	LFC Participants	Duration	Amount	Item Cost	Total Cost
Professional Learning Plan							
Journey to Freedom Professional Learning Plan	August 2019 – October 2019	Social Science and Global Studies Department	LFC Staff			Included in the cost of the tour	Included in the cost of the tour
Fourth Grade Pilot							
African American Heritage Tours: Journey to Freedom	October 2019 – August 2020	Fourth grade team at the 5 pilot schools. Maximum of 40.	LFC Staff As Needed	6 hours	1 trip*	\$2,600/trip	\$2,600
Teacher Debrief of the Tour Experience	October 2019 – August 2020	Maximum of 40 teachers per session	LFC Staff	1 hour	1 sessions	\$312.50/hour	\$312.50
Student Field Trips	September 2019 - August 2020	120 students per trip	LFC Staff As Needed	4 hours	6 trips**	\$3,600/trip	\$21,600
Additional Field Trips							
African American Heritage Tours: Journey to Freedom	October 2019 – August 2020	Maximum of 40 Teachers per trip	LFC Staff As Needed	6 hours	2 trips*	\$2,600/ trip	\$5,200
Teacher Debrief of the Tour Experience	October 2019 – August 2020	Maximum of 40 teachers per session	LFC Staff	1 hour	2 sessions	\$312.50/hour	\$625
Curriculum Review							
Consultation in Curriculum Review	March 2019 - August 2020	Department of Instruction Staff	LFC Staff As Needed	16 months	2 curriculum grade levels ⁺	\$1,000/curriculum grade level	\$2,000
						TOTAL	\$32,337.50

***Total cost for each additional African American Heritage Tours: Journey to Freedom for Teachers:** \$2,600 per trip for 40 teacher participants

****Total cost for each additional Student Field Trip:** \$3,600 per trip for 120 student participants or \$30 per student.

+ **Total cost for each additional curriculum grade level review:** \$1,000 per curriculum grade level review

EXHIBIT C: Components of the LCPS Social Science and Global Studies Curriculum



EXHIBIT D: Action Steps in the 2019-2020 Scope of Work

The graphic in EXHIBIT C: Components of the LCPS Social Science and Global Studies (SSGS) Curriculum describes multiple aspects of the SSGS curriculum, resources, professional learning, and partnerships. This graphic articulates the goal of the SSGS department, pictured in the center of the graphic, and identifies the multiple means, pictured in the six smaller circles, to meet the central goal.

To support this goal, the SSGS department and the Loudoun Freedom Center will need to collaborate in the design, alignment, and delivery of professional learning for LCPS teachers so that LCPS teachers are able to successfully design and implement equitable and authentic learning experiences for students.

The following tasks need to be completed in order to successfully implement the 2019-2020 Scope of Work:

1. **“Journey to Freedom Tour” Professional Learning Plan:** Effective learning experiences should clearly articulate learning objectives. The Loudoun Freedom Center must provide a Professional Learning Plan with learning objectives that align the professional learning experience with the LCPS SSGS curriculum student learning objectives. The Professional Learning Plan should also describe the activities that will lead learners to meeting the stated learning objectives. A reference page should be included in the Professional Learning Plan that cites the resources used in creating the Learning Plan, as well as suggested resources for teachers. A sample template is included in EXHIBIT E.
 - a. **“Journey to Freedom Tour”:** The fourth-grade teachers and a school counselor from each of the five pilot schools will participate in the “Journey to Freedom Tour”. The learning objectives will be provided to the participants prior to the tour. Participants will also be asked to review the relevant student learning objectives for the fourth-grade curriculum prior to tour.
 - b. **Teacher Debrief of the “Journey to Freedom Tour” Experience:** A required follow-up professional learning experience will be scheduled for participants of the “Journey to Freedom Tour”. This professional learning experience is a one-hour afterschool session designed to provide teachers with collaborative time to design student learning experiences and engage with the Loudoun Freedom Center staff with any questions. Teachers will be compensated for the one-hour professional learning. Specific professional learning about culturally responsive instruction will be directed to the LCPS Equity and Cultural Competence Specialist.
 - c. **Student Field Trips for Pilot schools:** Pilot schools will schedule the “Journey to Freedom Tour” as a student field trip. The “Journey to Freedom Tour” student field trip for the pilot schools will be scheduled by the school and funded by the Office of Professional Learning. Teachers will ensure that student learning around the “Journey to Freedom Tour” is facilitated before, during, and after the field trip.
2. **Identify the 5 Pilot Schools:** LCPS must identify the five elementary schools participating in the pilot program. The pilot schools will be based on the percentages of African American students enrolled in the school. The five elementary schools with the highest percentages of African American students, based on the 2018-2019 enrollment data, are Frederick Douglass ES, Steuart Weller ES, Dominion Trail ES, Buffalo Trail ES, and Discovery ES. LCPS will communicate the purpose of the pilot and share the Professional Learning Plan referenced in item 1.
3. **Additional Field Trips:** LCPS will advertise the “Journey to Freedom Tour” and professional learning to non-pilot schools as an optional professional learning opportunity. Teachers engaging in the tour are expected to participate in the one-hour follow-up professional learning, and ensure that student learning around the “Journey to Freedom Tour” is facilitated before, during, and after the field trip. If non-pilot schools schedule the “Journey to Freedom Tour” field trip, scheduling and funding will be handled by the school.

EXHIBIT D: Action Steps in the 2019-2020 Scope of Work

4. Consultation in Curriculum Review: The LCPS SSGS department will identify the two grade/course level curricula to be reviewed by the staff at the Loudoun Freedom Center. Both the SSGS department and the Loudoun Freedom Center will collaboratively draft a timeline for the review of the curricula and the delivery of recommendations.

**EXHIBIT E: SOCIAL SCIENCE & GLOBAL STUDIES
LESSON PLAN**

Assessment & Student Reflection: (how will you know if students have met the objectives?)

Notes/Reflection: (what went well, what needs to be improved?)