



imagination • facilitation • planning

**Proposal for
Leadership Visioning Institute Year 4
(2018-19)**

Submitted to
Ector County ISD

Prepared by
N2 Learning
6860 North Dallas Parkway
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Plano, TX 75024
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OVERVIEW

The Ector County ISD (ECISD) Leadership Visioning Institute provides the opportunity for leaders to study the Visioning Document, *Creating a Vision for Public Education in Texas*; understand why transformation of teaching and learning in our schools is necessary; develop the knowledge and skills required to lead change at the campus or district level; and build the capacity to sustain innovative transformation over time.

N2 Learning (N2) will continue to design and facilitate the ECISD Leadership Visioning Institute, which follows a process similar to the statewide Principals' Institute. It will utilize the Visioning document as a foundation for thinking.

Cohort 1 principals started their work during the 2015-16 school year, Cohort 2 during the 2016-17 school year, and Cohort 3 work during the 2017-18 school year. The work will include ongoing reading, research, and discussions.

COHORTS 1 & 2

N2 will facilitate 6 combined meetings of Cohorts 1 and 2 members. Meetings will be held on different campuses to observe the work of transformation in progress. Members will continue to study organizational transformation and build the leadership knowledge and skills necessary to sustain it.

Cohort 1 and 2 Design Team members will finalize the content and process for their work during the 2018-19 school year. The Design Team may decide to utilize things such as a book study or an expert in educational transformation to continue to build the capacity to sustain transformation over time.

COHORT 3

N2 will facilitate 6 meetings of Cohort 3 participants. Meetings will be held on different campuses to observe the work of transformation in progress. Participants will continue to study organizational transformation and build the leadership knowledge and skills necessary to sustain it.

Cohort 3 Design Team members will finalize the content and process for their work during the 2018-19 school year. The Design Team may decide to utilize things such as a book study or an expert in educational transformation to continue to build the capacity to sustain transformation over time.

COACHING

N2 will provide 6 coaching days to be used at the discretion of ECISD. Coaching will occur at the campus requested by ECISD administration. Work will focus on specified areas of need, which may include, but are not limited to: building leadership capacity, generating leadership ideas, identifying strengths, developing projects associated with current school issues, establishing transformational leadership targets.

TIMELINE

- Cohorts 1 & 2 (combined) Design Team – ½ day
- Cohorts 1 & 2 (combined) Meetings – 6 days
- Cohort 3 Design Team – ½ day
- Cohort 3 Meetings – 6 days
- Coaching – 6 days

Specific date/time/location for each meeting will be agreed upon by ECISD and N2.

FEE

This proposal includes facilitation of the process described in this proposal, N2 staff support, and routine communication costs. Travel and expenses will be billed at cost. All meeting arrangements will be made by ECISD and all expenses associated with meetings will be the responsibility of ECISD. The cost for any additional resources will be the responsibility of ECISD.

N2 Planning, Preparation, Facilitation, Follow-Up.....\$54,000* + travel expenses

**Fee waived for Design Team meetings.*

AGREEMENT FOR CONSULTING SERVICES – INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR CONSULTING SERVICES – INDEPENDENT CONTRACTOR (“Agreement”) is made between **Ector County Independent School District** (“District”) and N2 LEARNING, L C (“Consultant”).

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows:

- 1. Parties.** The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 802 N. Sam Houston, Odessa, Texas 79761. Consultant is a limited liability company organized and existing under the laws of the State of Texas and is involved in providing consulting services to school districts throughout the State of Texas and elsewhere.
- 2. Description of Services.** The District engages Consultant to provide, and Consultant agrees to provide the services (“Services”) described in Schedule 1. Consultant shall determine the specific days and times of Consultant’s Services and the means and methods by which Consultant will accomplish the Services. During the term of this Agreement, Consultant may provide services for individuals or entities other than the District and is not required to devote all of its time or resources to the provision of Services to the District.
- 3. Payment for Services.** The District agrees to pay Consultant in accordance with the price and payment terms set forth in Schedule 1, and Consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement.
- 4. Independent Contractor Relationship.** The District and Consultant specifically acknowledge that it is their mutual agreement and intention that neither Consultant nor Consultant’s employees, servants, agents, or partners of the District are to have any relationship with the District other than that of independent contractor.
- 5. Materials and Supplies.** The District shall supply, at the District’s sole cost and expense, all materials and supplies necessary for Consultant to perform Services hereunder.
- 6. Tax Duties and Responsibilities.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.

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7. **Limited Liability.** Consultant shall not be liable to the District, or to anyone who may claim any right due to its relationship with the District, for any acts or omissions on the part of Consultant or the agents or employees of Consultant in the performance of Consultant's Services under this Agreement, except when the acts or omissions are due to willful misconduct or gross negligence.
8. **Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until it is terminated by either party as provided herein. Either party may terminate this Agreement, with or without cause, by giving 30 days written notice of termination to the other party.
9. **No Authority to Bind the District.** Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
10. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address set forth below. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

If to Consultant: N2 Learning, L C
6860 North Dallas Parkway, Suite 200
Plano, TX 75024
Attn: Danny Modisette

If to District: Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761
Attn: Tom Crowe

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than are set forth in this Agreement. If a conflict should arise between any provision of this Agreement and any attachment hereto, the terms of this Agreement shall prevail.
12. **Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.


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13. Severability and Enforceability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT:

N2 LEARNING, L C
A Texas limited liability company

By: 

Danny Modisette, Partner

Date: April 6, 2018

DISTRICT:

Ector County ISD

By: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE 1
TO
AGREEMENT FOR CONSULTING SERVICES INDEPENDENT CONTRACTOR**

Services To Be Provided:

Description of services can be found on page 1-2 of this proposal.

Prices and Payment:

For services rendered hereunder by Consultant, the District shall pay Consultant a fee of \$54,000 plus travel and expenses, which will be billed at cost with each scheduled invoice. The total fee will be billed 3 equal installments of \$18,000 on September 28, 2018, January 31, 2018, and upon project completion.

The District shall, within 30 days from receipt of Consultant's billing statement, remit to Consultant the amount shown thereon for the Services performed by Consultant.