

## Advising Agreement

This agreement (the "Agreement") is made this August 6, 2025 by and between North Slope Borough School District ("Client") of 829 AIVIK ST Utqiagvik, AK 99723 and Attuned Education Partners, LLC ("Attuned"), 572 Valley Road, #43703, Montclair, NJ 07043. Attuned and Client agree to the following:

**Term.** The term of this Agreement will begin on July 1, 2025 (the "Services Start Date") and end June 30, 2026 or when the Services have been delivered, whichever is later (the "Services End Date"), provided there are no unreasonable delays by Client.

**Description of Services.** Attuned will provide the following consulting and advisory services (the "Services") described in detail in Appendix A and summarized here: In-person coaching to literacy teachers at many of its school sites, with a focus on literacy acceleration, instructional decision making, and developing strong coaching relationships.

**Fees, Expenses, and Payment.** In consideration of Attuned's performance of Services in accordance with the terms of this Agreement, Client agrees to compensate Attuned **\$175,000** (the "Fees"). **\$43,750 will be due when Services commence, \$43,750 will be due on December 15, 2025, \$43,750 will be due on March 15, 2026, and \$43,750 will be due on June 1, 2026.** Attuned will send invoices to Client at the above address in order to be compensated and, if applicable, reimbursed for expenses. All invoices issued by Attuned under this Agreement shall be paid by Client within 30 days of receipt. Any payments made later than within 45 days of receipt of invoice shall be subject to a late fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

**No Employment Relationship; No Liability for Taxes, Insurance.** Attuned and its employees acknowledge and agree that they are not employees of Client. Thus, Attuned and its employees will not be entitled to any benefits of an employee of Client, including without limitation the right to participate in any insurance, retirement, or other benefit plans of Client. Attuned will be solely responsible for determining the means and methods for performing the Services under this Agreement. Attuned will select and will have full and complete control of and responsibility and liability for all agents, employees, and subcontractors, if any, employed or used by Attuned in the conduct of independent business generally and the performance of the Services hereunder. Client will have no duty, liability, or responsibility of any kind to or for the acts or omissions of such agents, employees, or subcontractors. Attuned agrees to be fully and exclusively responsible for the payment of all state and federal taxes, contributions and similar payments attributable to this engagement hereunder, including without limitation all employment, payroll and federal and state income taxes (including declarations and payments of estimated taxes), and all contributions for unemployment insurance, old-age pensions, annuities or Social Security payments that are measured by the wages, salaries, or other remuneration paid to Attuned's agents, employees or subcontractors, if any. Attuned further agrees to comply with all legal and administrative regulations related to such taxes and contributions.

**Intellectual Property.** Subject to and contingent upon Client's payment of all Fees, the materials created for and delivered to Client by Attuned (either alone or jointly with others) in the course of providing the Services to Client ("Project Materials") will be the property of Client and Attuned hereby assigns and agrees to assign right, title, and interest therein to Client.

Client hereby grants and agrees to grant to Attuned a royalty-free, paid up, worldwide, perpetual, irrevocable, non-exclusive, assignable, transferable, and sublicensable right and license to use, disclose, distribute, modify and create derivative works based on, commercialize, and otherwise exploit the Project Materials, provided that Attuned may not publicly disclose or distribute any Project Materials that expressly reference Client without Client's prior written permission.

As used herein, "Attuned Property" means any and all materials and intellectual property that are acquired, licensed, or created by Attuned (either alone or jointly with others): (i) prior to the Services Start Date; (ii) after the termination of this Agreement for any reason; (iii) during the term of this Agreement, where such materials and intellectual property are not created specifically for Client in connection with providing the Services; or (iv) consisting of software (including but not limited to in object code and/or source code) or otherwise relating to software design, regardless of whether such intellectual property is created in connection with your performance of the Services. For the avoidance of doubt, Attuned Property are not Project Materials. Client hereby agrees and acknowledges that Attuned retains all rights in Attuned Property.

**Confidential Material.** As used herein, "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances, including but in no way limited to information relating to grant proposals, implementation, management, evaluation, communications, and other organizational and financial information and the pricing terms of this Agreement. In the performance of the Services, either party may have access to, receive and be entrusted with the other party's Confidential Information. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to its affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care (that is at least as great as the degree of care used for the party's own Confidential Information) to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew at the time of disclosure; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient without reference to the disclosing party's Confidential Information; or (d) was rightfully given to the recipient by another party with no duty of confidentiality to the disclosing party.

Each party may disclose the other party's Confidential Information when required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

**Student Personally Identifiable Information and Classroom Information.** Student Personally Identifiable Information ("Student PII") is defined as information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by Client, either directly or through this Agreement with Attuned. Classroom Information ("Classroom Information") is defined as information that, alone or in combination, personally identifies a teacher, Client school system administrator, Client employee, or contractor, and that is collected, maintained, generated, or inferred by Client either directly or through this Agreement with Attuned.

Student PII or Classroom Information may be collected, maintained, stored, or otherwise processed by Attuned or an Attuned representative as part of the Services and Client acknowledges and agrees that it has the authority to authorize such processing. During the period when Attuned is performing Services for Client, the Parties agree that: (a) Attuned is a contractor to whom Client has outsourced institutional services for which Client might otherwise use employees and Attuned is under the direct control of Client with respect to the collection, use and maintenance of education records, Student PII, and Classroom Information; (b) Client may direct Attuned to provide Student PII and Classroom Information to a third party; (c) the Student PII and Classroom Information shall be treated in accordance with Attuned's Privacy Policy; and (d) Client is responsible for posting a clear and conspicuous link to the Attuned Privacy Policy on the Client website if Student PII or Classroom Information is processed. The Parties further agree that Client has legitimate educational interests in contracting with Attuned for the Product.

Attuned will not: (a) sell or share Student PII or Classroom Information, except in the case of the purchase, merger, or other type of acquisition of Attuned, or any assets of Attuned, by a successor entity, so long as the successor entity continues to be subject to the provisions of this Agreement with respect to Student PII or Classroom Information that Attuned acquired pursuant to this Agreement; (b) use or share Student PII or Classroom Information for purposes of targeted advertising; or (c) except as directed by Client, use Student PII or Classroom Information to create a personal profile of an individual. Client shall own all Student PII or Classroom Information. Student PII and Classroom Information, may be used in perpetuity by Attuned in an anonymized aggregate form for trend analysis, case studies, and other business purposes.

The Parties agree that Attuned may use or disclose Student PII or Classroom Information to:

- Cooperate with law enforcement;
- Ensure legal or regulatory compliance;
- Take precautions against liability;
- Respond to or participate in the judicial process;
- Investigate a matter related to public safety; or
- Cooperate with Client or law enforcement to protect the safety of students or their families.

If Attuned uses or discloses Student PII or Classroom Information as allowed in the instances listed above, Attuned shall notify Client as soon as possible after the use or disclosure of the information.

Attuned maintains a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Student PII and Classroom Information. The information security program makes use of current and reasonable administrative, technological, and physical safeguards.

As part of providing its Services under this Agreement, Attuned may use subcontractors. Attuned agrees that if it does so, its subcontracts with subcontractors will include provisions that safeguard Student PII as well or better than this Agreement requires. Upon discovering the misuse or unauthorized release of Student PII held by a subcontractor, Attuned shall notify Client as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Agreement or Attuned's subcontract with the subcontractor.

**Non-Solicitation.** During the Duration of Agreement, and for a period of one (1) year immediately thereafter, Client agrees not to directly or indirectly solicit or induce any employee or independent contractor then engaged by Attuned, to terminate or breach an employment, contractual or other relationship with Attuned.

**Termination.** This Agreement will automatically terminate on the Services End Date. Either party may elect to terminate this Agreement at any time and for any reason by giving 15 days written notice to the other party. If this Agreement is terminated while Attuned is actually performing services hereunder, Attuned will be entitled to compensation according to the terms of this Agreement for services performed in compliance with this Agreement.

**Compliance with Policies, Laws.** In the performance of services hereunder, Attuned will comply with all federal, state and local laws, policies, rules and regulations governing Attuned and Client, including without limitation tax laws, non-discrimination requirements and prohibitions against harassment.

**Dispute Resolution.** If a dispute arises out of or relates to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation. If mediation does not resolve any dispute, controversy or claim arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or any amendment of this Agreement, Attuned and Client each agree to submit the matter to final and binding arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association before a single Arbitrator. All arbitration will take place in Utqiagvik.

**Controlling Law.** This Agreement will be construed, enforced and governed in all respect by the internal laws of Alaska, without regard to choice of law principles.

**Enforceability.** If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable.

**Entire Agreement.** This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. It may not be changed orally but only by an agreement in writing signed by both parties.

**READ AND APPROVED:**

Attuned

Client

By 

By \_\_\_\_\_

Full Name Alyssa Whitehead-Bust

Full Name Caitlin Santos

Title Partner

Title Director Curriculum & Instruction

Date Signed 8/6/25

Date Signed \_\_\_\_\_

## Appendix A



Literacy Support

Proposal to North Slope Borough School District

August 2025

## Project Summary

The North Slope Borough School District (NSBSD) serves around 2,000 students across 11 rural campuses. NSBSD brings rich cultural heritage to life for its students, with a focus on traditional Iñupiaq culture, language, and knowledge as a foundation for learning.

Having secured a CLSD grant for SY2526, NSBSD hopes to provide in-person coaching to literacy teachers at many of its school sites, with a focus on literacy acceleration, instructional decision making, and developing strong coaching relationships.

Attuned is uniquely positioned to support NSBSD based on our impact and qualifications below:

- **Improved Student Outcomes:** 80% of our school system partners see academic gains. By year two, that number goes up to 95%. And 70% see reductions in proficiency gaps between Black and Latinx students and statewide peers. Several of our longest standing partners achieved record gains in student achievement.
  - **Cleveland Metropolitan School District (CMSD):** For the first time, CMSD met state standards and achieved a 3-star rating based on SY23-24 student performance data.
  - **Rocky Mountain Prep (RMP):** Students at RMP demonstrated more academic growth than any other school system in the Denver/Aurora area. 11 of their 12 schools earned a green rating on the Colorado School Performance Framework.
  - **Richmond Public Schools (RPS):** RPS's results have rapidly improved beyond pre-COVID levels. In 2019, 64.8% of K-2 students met the benchmark on [PALS](#). In spring 2024, that number reached 65.4%.
- **Alaska-specific context:** Over the past three school years, Attuned has gained a deeper understanding of Alaska's unique educational landscape through its partnerships with the Anchorage and Kenai Peninsula Borough School Districts.
- **Instructional Practices:** 82% of our SY23-24 school system implementation partners saw growth in at least 2 of 3 instructional rigor indicators.
- **Reach and Scale:** We've served over 1.4 million students across 25 states and more than 300 PK-12 systems and nonprofits. This includes 21 Council of Great City Schools member districts.
- **Tools and Resources:** 97% of partners say the tools and resources we co-develop continue to benefit them after our support ends.
- **Strategic Clarity:** 100% of partners report that our work strengthened their strategic clarity and focus.
- **Knowledge and Skills:** 98% of partners report significant growth in knowledge and skills as a result of our collaboration.
- **Net Promoter Score:** Our strong partner track record has earned us a best-in-class NPS of 90.
- **Expertise:** 96% of partners say we provided a diverse, expert-informed set of recommendations tailored to their unique context.
- **Prior Experience and Expertise:** We have extensive experience as practitioners leading high-performing schools and school systems across the country.
  - Several team members were district leaders at Denver Public Schools ("DPS").
  - [Studies](#) show that reform strategies implemented during their tenures resulted in dramatic improvements in student math and ELA outcomes.
- **Equity-oriented Design:** 100% of our partners report that we bring an equity lens to our work and create an environment that is trusting, open, and welcoming of diverse opinions and ideas.

## **Proposed project team**

If awarded, our work with North Slope would be led by Adrienne Endres and supported by other members of the [Attuned team](#).

- **Adrienne Endres** is an experienced education leader with a strong focus on multilingual learners and bilingual programming. With nearly two decades of experience in Pre-K-12th grade education, Adrienne most recently served as the Executive Director of Multilingual Education in Denver Public Schools. In this role, she not only tripled the availability of Dual Language and Newcomer programming for historically underserved students, but also achieved remarkable growth in English language proficiency — outpacing the state and exceeding pre-pandemic growth trends. Adrienne’s career began as a bilingual teacher in Perú, and she has since held various instructional and leadership positions at both school and district levels in Denver. Throughout her career, she has consistently advocated for underserved students and has been instrumental in creating programming, professional development, curricular resources, and program review processes that prioritize student outcomes. Adrienne has expanded the Seal of Biliteracy program, significantly increasing the number of recipients, through the integration of explicit language instruction into all content areas, as well as World and Heritage Language programming, aiming to develop the cultural and linguistic competencies of all students.
- **Brittany Bernacchi** is a Director of Instruction at Attuned Education Partners. Previously, Brittany served as Senior Manager of Teacher and Leader Development for DSST Public Schools, leading a team responsible for supporting teacher and instructional leader development for the 6-12 network. DSST Public Schools was recognized as the Broad Prize winner for Public Charter Schools in 2018. Brittany also served as an Associate School Director and Director of Curriculum and Instruction at DSST Green Valley Ranch High School, which consistently has been rated one of the top high schools in Denver and in Colorado. In 2016, DSST Green Valley Ranch High School was recognized as a National Blue Ribbon School. Prior to moving into leadership at DSST, Brittany served as a math and math intervention teacher as DSST students achieved top math growth in the state of Colorado. Brittany started her teaching career in Denver as a Teach For America corps member teaching Special Education. She holds an B.A. in Psychology from Washington University in St. Louis.

## **Project Outline and Proposed Approach**

Attuned will provide 1-1 coaching to literacy teachers at each of 5 NSBSD campuses through in-person and virtual support opportunities, grounded Attuned's values for sustainable educator development:

- **We seek to understand:** We prioritize a deep understanding of each partner's unique context and challenges
- **We adapt to the needs of our partners:** Our approach is highly flexible, adapting to the evolving needs of our partners to ensure deep, long-term impact.
- **We keep student impact at the center:** We are driven by the core purpose of enhancing outcomes for students furthest from opportunity.
- **We embrace the “and”:** We reject either/or dichotomies and embrace a holistic approach, recognizing and incorporating multiple perspectives and strategies to achieve comprehensive growth.

Understanding the unique nature of their work in North Slope, Attuned seeks to build trust and rapport while providing opportunities for reflection, setting clear goals and action plans, and ensuring a consistent focus on student impact as we support teacher development and accelerate student outcomes in literacy, including:

- **On-Site Capacity Building Through Learning Walks:** These full-day experiences at each school site can involve a combination of:
  - Observation and Feedback: Providing real-time, constructive feedback following classroom observations.
  - Co-planning : Facilitated planning to support instructional improvements
  - Data analysis: Examining and using student data to make instructional decisions in service of best practice
- **Virtual Coaching for Teachers and Leaders:** These calls will aim to:
  - Deepen curriculum knowledge and instructional expertise: Enhancing understanding of curriculum content and refining pedagogical strategies to effectively support diverse learners.
  - Strengthen instructional decision-making: Increasing the capacity for both in-the-moment and planned instructional choices during lesson preparation and classroom delivery.
- **Virtual check-ins with central office teams:** These calls will aim to:
  - Synthesize trends and recommendations: Consolidating observed patterns and formulating strategic recommendations for systemic improvement.
  - Provide collaborative thought partnership and problem solving: Engaging in joint strategic thinking and developing solutions to identified challenges.
  - Engage in collective planning: Plan for professional learning and upcoming site visits and coaching calls.
- **Professional Development for all 6-12 Teachers:** Ongoing professional development focused on culturally sustaining ELA strategies during content instruction.
  - One, three-hour virtual session, with the following tentative objectives:
    - Expand understanding of culturally and linguistically sustaining pedagogy, strategies, and resources.
    - Develop effective language and literacy strategies, grounded in culturally and linguistically sustaining pedagogy, and across content area instruction, to ensure consistent access for all learners.



- Develop opportunities for meaningful writing across content areas, and strategies to bring writing to life for all students.
- Experience a model, and internalize the rationale, planning, and impact
- Engage in dedicated planning and practice time
- Three, one-hour PLCs throughout the year dedicated to deepening, expanding, and implementing culturally and linguistically sustaining language and literacy strategies across content areas, with a continued focus on writing across content areas.

- 2 site visits x 5 schools (2 Attuned folks will plan on **2 weeklong visits**)
  - 10 total
    - 1 day with 2 people at Ipalook
    - 1.5-2 days with 1 person at other sites
- 2x virtual teacher coaching calls, 5 schools, ~18 teachers
  - ~36 total, ~30 minutes
- 2x virtual principal coaching calls, 5 schools
  - ~10 total ~30 minutes
- 1 virtual PD for secondary teachers
  - Up to 3 hours
- 3 virtual PLCs for secondary teachers
  - Up to 3 hours total
- Monthly central team check ins
  - ~10 total, ~1 hour each

**Total: \$175,000**

Timeline: July 2025-May 2026

### Site Visits

[Ipalook Elementary in Barrow](#)

[Kali School in Point Lay](#)

[Alak School in Wainwright](#)

[Meade River School in Atkasuk](#)

[Nuiqsut trapper School in Nuiqsut](#)

### Grade 6-12 Virtual PD

PK-12 schools above+

Hopson Middle

Barrow HS

Kilta Learning Community

Harold Kaveolook

Nunamiut School

Tikigaq School



## **How We Work**

Go from vision to impact with a partner who understands what it takes to succeed.

- We work with school and school system leaders who want to improve outcomes for all students—especially those farthest from opportunity.
- As experienced practitioners committed to educational equity, we understand the barriers. And how to overcome them.
- We've tailored our approach accordingly.
- We engage with a mix of empathy and rigor.
- We listen deeply—taking the time to build trust and form strong relationships.
- We adapt proven approaches and content to meet your specific context.
- And we never lose sight of the goal—everything we do is about helping you accelerate outcomes.
- At the end of our time together, you'll be set up for continued success. Well aligned. And well equipped to achieve lasting impact.

**Our vision:** All students have equitable access to educational excellence.

**Our mission:** Our experienced practitioners combine empathy and rigor to help PK-12 systems and leaders become well aligned and well equipped to deliver breakthrough outcomes for all students—especially those farthest from opportunity.

**Our diversity, equity, inclusion, and anti-racism commitment:** We commit to better serving students and families who have been marginalized and underserved by our nation's education system. We commit to fight for educational equity and excellence in order to disrupt racial and economic injustice, which both contribute to and are fueled by our current state of educational inequity. We commit to disrupting systems of oppression and strive to be an anti-racist organization.



Specifically, we:

- Bring an equity lens to all that we do within our organization and with our partners.
- Tackle issues of race, class, and privilege thoughtfully and head-on.
- Engage in deep collective and individual learning and reflection about issues of race, class, and power.
- Foster inclusive, safe, and brave spaces where people are heard, respected, and can show up as their whole selves.
- Build a team that reflects the communities most impacted by our work.
- Proactively name and call out racist and inequitable practices, structures, and systems.

Recognize our limitations and identify resources and supports to help partners advance their own commitments to diversity, equity, inclusion, and anti-racism.

## Our Partners

We have supported many organizations, including:

Academy of the Pacific Rim	Gestalt Community Schools	pilotED
Achievement First	Guilford County Schools	Pointe Coupee Parish
Albuquerque Public Schools	Hartford Public Schools	Portland (ME) Public Schools
Aldine ISD	Iberville Parish	Pueblo School District 60
Alliance College-Ready Public Schools	IDEA Public Schools East Baton Rouge	Rapides Parish
Anchorage School District	Indianapolis Public Schools	Raul Yzaguirre Schools for Success
Aspire Public Schools	Ingenuity Prep	Richmond Public Schools
Assumption Parish	Jackson Parish Schools	Roaring Fork Schools
Atlas Public Schools	Kenai Peninsula Borough School District	Rocketship
Aurora Public Schools	KIPP Baltimore	Rocky Mountain Prep
Avoyelles Parish School Board	KIPP Capital	Rooted Schools Foundation
Baltimore City	KIPP Colorado	Sabine Parish
Boston Public Schools	KIPP Indy	Salem Public Schools
Austin Achieve	KIPP Jacksonville	South San Francisco Unified School District
Clark County School District	KIPP Memphis	Springfield Public Schools
Cleveland Municipal SD	KIPP NC	St. John the Baptist Parish
Colorado Springs: D11	KIPP New Orleans Schools	St. Landry Parish
Columbus City Schools	KIPP Oklahoma	St. Martin Parish
Dallas ISD	Launch School	Tulsa Public Schools
DC Public Schools	Leominster Public Schools	Union Parish
Democracy Prep Public Schools	Lincoln Parish	United Schools
DeSoto Parish	Lowell Public Schools	University City School District
DSST Public Schools	Madison Parish School Board	UP Academy
East Feliciana Parish	Manchester School District	Vanguard Collegiate of Indy
Ednovate	Mastery Charter Schools	Vista Charter Public Schools
Education for Change	Momentum Academy	West Carroll Parish
Equitas Academy	Natchitoches Parish School Board	West Springfield Public Schools
Evangeline Parish	Newport Public Schools	

*"One of the greatest strengths is the knowledge and expertise of your team members; [Attuned team members] expertly guided us through our first year of implementation, and have been skilled in coaching us as we've grappled with various challenges and dilemmas. Another strength is the quality of the systems that [Attuned team members] have taught us to use - eg. the approach to deliverables development, the approach to progress monitoring, and the [data] dashboard."*

- Larissa Adam, Superintendent of Schools, Education for Change Public Schools

*"Our team had an exceptional experience with [Attuned's team]. Attuned's greatest strengths are remaining flexible and open-minded to diverse points of views and advocating for and revisiting issues when they have a firm point of view on something."*

- Jonathan Johnson, Founder and CEO, Rooted Schools Foundation

*"Overall, members of the Attuned team provided an excellent experience. Attuned provided a structured platform that benefitted my team and stakeholders. Throughout the process, members of the Attuned team communicated consistently and provided real-time support. The portrait of a graduate allowed us to focus on specific characteristics we would like all KIPPSTERS to possess during your K-12 experience."*

-Antonio Burt, CEO, KIPP Memphis Public Schools

