EXHIBIT C
CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this 27th day of June, 2017 by and between the Board of Education of the Hempstead Union Free School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 185 Peninsula Boulevard, Hempstead New York, and the New American Initiative, Inc. (hereinafter “CONSULTANT”), having its principal place of business for the purpose of this Agreement at 9301 Avenue B, Brooklyn, New York.

A. TERM

The term of this Agreement shall be from the date of execution through the term described in Exhibit “A” inclusive, unless terminated early as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

   SEE RFP SUBMISSION Attached as Exhibit “A”

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.

3. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

4. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

5. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

6. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this
Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

7. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.

9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

10. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. CONFIDENTIALITY:
   a. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information.
   b. "Confidential Information" means any proprietary information, business affairs, technical data, intellectual property, trade secrets or know-how, including, but not limited to, research, operational data, financial and accounting data, data and information concerning students, contracts, plans, products, services, partners, partner lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, or finances of , or other business information disclosed by either Party to each , either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.
   c. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that
information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

d. Each Party recognizes that the other Party has received and in the future may receive from third parties their confidential or proprietary information subject to a duty on the Parties' part to maintain the confidentiality of such information and to use it only for certain limited purposes. Each Party agrees that, during the term of this Agreement and thereafter, it has a duty to hold all Confidential Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services during the term of the Agreement.

e. Each Party agrees to immediately notify the other Party in the event it becomes aware of any loss or unauthorized disclosure of the Confidential Information.

f. Upon the termination of this Agreement or upon either Party's earlier request, the Party will promptly return all of the Confidential Information in the possession or control of the Party, its officers, employees, or agents, or at option of the requesting Party, require the other Party to destroy all or part of the Confidential Information.

13. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.

14. INSURANCE:

a. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies, including the Board of Education, employees and volunteers, as additional insured, as follows:

   Commercial General Liability Insurance $1,000,000 per occurrence
   $3,000,000 aggregate
   Automobile Liability $1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles. Workers' Compensation Statutory Workers' compensation and employers' liability insurance for all employees Professional liability insurance Covering the consultant for errors and omissions arising services provided under the contract with the DISTRICT in the amount of $1,000,000 per occurrence, $2,000,000 aggregate.

CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.

d. Upon the execution of this Agreement, the CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:
   SEE ATTACHED FEE SCHEDULE AS EXHIBIT "B"

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.

3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.

4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
   a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon ten (10) business days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
   
   b. The parties agree that CONSULTANT's failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
   
   c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. **Independent Contractor:**
   a. CONSULTANT will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
   b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
   c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

3. **Defense / Indemnification**
   CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. **Notices:**
   All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

   **To District:**  
   Shimon Waronker  
   Superintendent of Schools Hempstead UFSD  
   Administration Building  
   185 Peninsula Boulevard Hempstead, New York 11550

   **To Consultant:**  
   Lorraine Scorsone  
   New American Initiative  
   9301 Avenue B  
   Brooklyn, NY 11236

5. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

6. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
7. **Severability**: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

8. **Governing Law**: This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

9. **Venue**: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

10. **Entire Agreement**: This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

11. **Amendment**: This Agreement may not be changed orally, but only by an Agreement in writing, signed by authorized representatives of both parties.

12. **Execution**: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

**CONSULTANT**

Carmine Scorsone
7/12/2017
By: CEO

**HEMPSTEAD UFSD**

By: President, Board of Education
EXHIBIT "A" RFP SUBMISSION / SCOPE OF SERVICES / DURATION OF CONTRACT

RFP SUBMISSION

NAI Proposal for Reflective Practice incorporated in the Hempstead School District

Part 1: Management and Qualifications

a) The New American Initiative (NAI) is an innovative school support organization designed to help schools or districts transform their educational system, from solo to team teaching, from admininister to peer-led review, from industrial pay scale to career ladder etc.

NAI is dedicated to transforming our current Prussian-industrial schooling design. This design was devised to prepare millions of workers for America's factories, not to develop creative thinkers and learners. The New American Academy model transforms the fundamental structures of schooling to promote a culture of learning and innovation for both students and teachers. It is a bold solution that will generate change system wide.

At the heart of our change model is a concept called Refined Praxis. Praxis is one's ability to put one's theory into practice. Refining one's praxis is refining one's theory and practice in a cyclical fashion in dialogical groups. The New American Initiative, Inc. focuses on creating dialogical groups within a theoretical framework of Refined Praxis. The groups learn reflective practice techniques, become comfortable being videoed, understand what are espoused theories vs. theories-in-use, and learn what are model I vs. model II behaviors and single vs. double-loop learning. We help teams develop an attitude of assuming best intentions. It is difficult for people to give feedback and it is just as difficult to receive it; an assumption of best intentions is critical for this process to be effective.

A national tool for pedagogues for reflection is the National Board Certification program, and another important component of what we do. Additionally, we work with experts on adult development and our immunity to change, and in mentoring. We see mentoring as the key tool in helping develop adults.

NAI also has experts in the field of best hiring practices. Hiring is one of the most important activities an organization does in order to assure that there are talented individuals working in the system. The New American Initiative has a six-step hiring process that helps assure that schools have the best screening available. It is through attracting, developing and retaining talent that organizations can be transformed. NAI helps transform schools.
b) The New American Initiative, Inc (NAI) was incorporated as a not-for-profit as a (501c3) on November 8, 2013.

c) Listed are the professionals who will be involved in this engagement:

- **Lorraine Scorsone** is an educational innovator. Her teaching accomplishments are recognized by Bank Street College who awarded her K - 2nd grade interdisciplinary program, the attainment of National Board certification and NYC Department of Education's Big Apple Award finalist recipient. In addition, as a master teacher leader and professional developer, she is committed to professionalize and support the educational community. She created and supervised the publication of five K-12 UFT teacher resource guides, coordinated the NYC Early Childhood Professional Development for UFT/Teacher Center and a founding member of the UFT Elementary Charter School. Currently she is the NYC National Board Regional Coordinator for National Board Council of NY, and Refined Praxis Coach for TNA Initiative schools. Lorraine is the CEO of the New American Initiative, Inc., (NAI) located at 9301 Avenue B, Brooklyn, 11236

- **Nancye Miller** is an entrepreneur consultant who has successfully owned and operated three consulting firms focused on marketing strategy. Through her career she has focused on developing and implementing the strategies necessary to increase existing revenue streams while expanding revenue opportunities for her clients. She is an international marketing strategist who has made a specialty from being able to not only submit a report with sound recommendations but to follow through with a client and accelerate the probability of the recommendations' being successfully implemented. She focuses on identifying new opportunities and creating growth for her clients. Ms. Miller currently serves as CEO of the Global Virus Network (GVN). In that capacity she is responsible for developing the strategies necessary for GVN's more than 30 Centers of Excellence in medical virology around the world to understand, prevent and control viral disease threats to mankind while bringing scientists to the forefront of confronting viral outbreaks.

One of the recent activities of the GVN is a Zika Task Force. GVN will complement what others are doing, bringing research and development to the long-term fight against Zika and other emergent viral threats. The current response to Zika is two-fold: (1) the immediate public health response focusing on vector control, and (2) the NIH classical behavior of using public health crises to bring additional resources to the scientific infrastructure of the United States.
Ms. Miller has a number of professional relationships, including alumni status at both Harvard Business School and London Business School through their Executive Programs where they confer Masters’ degrees from both schools.

Ms. Miller is Chairman of and advises the New American Academy Initiative that is transforming education for elementary schools, providing improved pedagogy while radically reducing bureaucracy.

Michal Grayevsky is the Jerusalem Capital Studies (JCS) International President. Ms. Grayevsky has a vast experience as a journalist and has tremendous managerial experience involved in top managerial positions running private media and television companies. Among her duties were positions as a board member, Chairman, Vice President and President. Ms. Grayevsky was ranked in 2013 by the leading business newspaper “Globes” as the 7th among the 100 most influential people in media. Ms. Grayevsky has a degree from Harvard Business School in Executive Management and also holds a Masters in Media. Ms. Grayevsky is also part of the following boards; she is on the CMEPP Advisory Board for RAND Corporation International, International Emmys, on the Board of Advisors for the U.N. Women for Peace, and Vice Chair of Media for RSL Management and is a full member of the LIMMUD FSU International Steering Committee.

Barry Jentz is an innovator, author, educator and practitioner in the area of leadership, team and organizational intervention. His career spans more than 40 years. Barry’s experience spans a range of industries and sectors including: newspaper publishing, media, finance, nuclear power, architectural design, construction, real estate development, international management consulting, engineering, and high tech start ups; as well as private schools and universities, community colleges, town governments, state education organizations, school boards committees, public school professional organizations, non-profits, law firms, and doctors associations. Barry holds a BA in English from Kenyon College and a MA from the Harvard Graduate School of Education. He is the author of “Talk Sense: Communicating to Lead and Learn” of The Entry Plan Approach: How to Start a Leadership Position Successfully,” and “Leadership and Learning: Personal Change in a Professional Setting.” He has also pioneered a number of consulting and coaching methodologies. Barry works from 28 Nobscot Rd. Newton, MA 02459

Yehudi Meschik Nov is a team-coach and founder of Leadership Labs NY. He is network member at The Ready, where he works as an organizational design and transformation consultant, helping fortune 500 companies become more adaptive, innovative, and agile. He has lectured and facilitated at leading universities, including Harvard and Columbia.
where he is currently completing his doctorate in Organizational Psychology and Adult Learning & Leadership. He is also an executive coach at Columbia Business School, AMA certified MBTI™ coach, graduate of Hofstra Law School's Transformative Mediation program, and approved Talk Sense™ trainer.

Yehudi specializes in managing millennials, teaming, and helping companies adopt more responsive ways of working. Over the past six years he has helped a diverse array of organizations create a collaborative, agile, and innovative culture that drives their vision forward. Prior to forming LLNY, Yehudi worked on systemic educational reform as the Director of Leadership Development at The New American Initiative. He works from 32 South Gate Drive, New Hempstead NY, 10977.

> Robert Alan Baruch Bush's primary scholarly and teaching interests are in the areas of mediation and alternative dispute resolution (ADR). He is one of the originators of the transformative approach to mediation, as explained in his best-selling book, The Promise of Mediation (1994, 2d ed. 2005), which has been called one of the most influential works on mediation in the last decade. He has practiced, taught, and written about mediation for nearly 30 years, authoring over two dozen books, articles and chapters on mediation and ADR; and he is regularly featured as a lecturer and trainer at conferences, seminars and workshops around the world. Professor Bush is a Founding Fellow and President of the Institute for the Study of Conflict Transformation, Inc., at Hofstra Law School. The Institute is a nonprofit research center devoted to furthering the understanding and practice of mediation and related processes.

Over the past two decades, Professor Bush has directed several major research projects on mediation, and he has served as consultant on dispute resolution to state court and school systems and to the Hewlett Foundation's Conflict Theory Center Program. He led a team that helped the United States Postal Service design a nationwide program for mediating workplace conflicts.

At Hofstra, Professor Bush teaches several courses on mediation and ADR, including a survey course on ADR, seminars on mediation and negotiation, and a skills course in mediation practice. He also regularly teaches the first-year course in Torts. He is a graduate of Stanford Law School, where he was a member of the Order of the Coif, and of Harvard University, from which he graduated magna cum laude and where he was a member of Phi Beta Kappa. He also worked as a Research Fellow at the Center for Comparative Judicial Studies in Florence, Italy, and at Yale Law School. Professor Bush is a full-time faculty member at Maurice A. Deane School of Law at Hofstra University, located at 121 Hofstra University, Hempstead NY 11549.
> Dr. Eileen McGowan is a Professor at Harvard University. She is interested in understanding and designing environments that nurture adult development in urban educational settings. In her research and practice, she focuses on formal mentoring and reflective practice and how their integration can produce transformational change in teaching and leadership. McGowan is a core faculty member in the Ed.L.D. program, teaching the second year core course and facilitating the mentoring seminar for the residency experience. Prior to her current appointment at Harvard, McGowan was a principal of Mentoring Strategies, a consulting firm specializing in the creation of more effective mentoring programs in urban school systems, higher-education programs, and nonprofit and for-profit organizations. She has served as Director of Evaluation at the national nonprofit Higher Education Resource Services (HERS). McGowan began her career as a teacher of children with emotional challenges in public education for 14 years and taught courses at Simmons College School of Management and Lesley University. Eileen office is located at 6 Appian Way, Gutman 450, Cambridge MA 02138

> Dr. Deborah Helsing is a researcher and author at Way To Grow and is the Director of Coach Learning Programs at Minds at Work. Her primary role is to provide training and supervision to coaches (and other people-development professionals) working to incorporate the Immunity-to-Change approach into their practice and their organizations. At the Harvard Graduate School of Education, Helsing co-teaches a course in personal mastery and provides individualized executive coaching to high potential educational leaders as part of the Doctor of Educational Leadership (Ed.L.D.) program. In her former role as Senior Program Associate at Harvard's Change Leadership Group, Helsing worked with her colleagues to better understand school transformation and to design high-quality professional development programs for educational leaders. She holds a B.A. in English from Grinnell College, a master's degree from the University of Michigan, and a doctorate from HGSE. Her office is located at 1208 Massachusetts Avenue Suite 3 in Cambridge, MA 02138

> Colleen O'Brien has worked for the New American Initiative since 2013. "The capacity to learn is a gift; the ability to learn is a skill; the willingness to learn is a choice". This quote by Brian Herbert explains why Miss O'Brien became a teacher. She attended what was Loyola College (now Loyola University) in Baltimore, Maryland, where she majored in Finance as well as coached and performed with the LC Dance Team. After college she worked as a Financial Advisor for Citibank for five years. During this time she began coaching the Deaf Park Falcons (a kickline similar to the Rockettes) and began to fall in love with the art of teaching. Miss O'Brien went back to school to earn her Masters in Childhood Education. While she continues her
financial advising on the side, education is her true passion. In the course of teaching over the last 10 years Miss O'Brien has improved her curriculum development, educational technology, and adult development skills. This led her to gain her School Building and School District Leader certifications as well as begin her Doctorate in Educational Leadership. Clearly, she loves being in school and is a lifelong learner. Miss O'Brien has worked with TNAI to implement the i-Ready diagnostic and instruction, SEL rubrics, and hiring strategies across the network. The implementation of i-Ready included meeting with vendors, vetting programs, reviewing quotes, and finalizing purchase orders. In order to hire qualified teachers she worked with and trained teachers, students, parents, and school staff in various schools in the network. The task involved several stages and coordination. Resumes are submitted and reviewed by a team, phone interviews are scheduled along with a reading for candidates to study, and finally the hiring days are planned. Hiring days include eight different tasks, which Miss O'Brien coordinates and trains the staff to lead and for candidates to accomplish. The overall process leads to the hiring of stellar teachers with all stakeholders being part of the process. Colleen works at 9301 Avenue B; Brooklyn, NY 11236.

4) Similar projects with dates of service

- From November 2013 – current date, we worked with the New York City Department of Education in District 9 and District 17 and provided the following services:
  - Collaborative hiring practices and decision making
  - Reflective Practice and Listening and Communication Skills for Leadership
  - Conflict Mediation training for Leadership
  - National Boards Certification and Reflective Practice for teachers
  - Media assistance through videos, highlighting the positive characteristics and ongoing developments in the schools.
  - Contract negotiation with Teacher’s Union for career ladder and team based approach to teaching with peer review and video feedback

- From November 2013 – current date, we worked with The New American Academy Charter School and provided the following services:
  - Collaborative hiring practices and decision making
  - Reflective Practice and Listening and Communicating Skills for Leadership
  - Conflict Mediation training for Leadership
  - National Boards Certification and Reflective Practice for teachers
  - Media assistance through videos, highlighting the positive characteristics and ongoing developments in the schools
Contract negotiation with Teacher's Union for career ladder and team based approach to teaching with peer review and video feedback

- From July 2015 to April 2017 we provided the Jewish Academy of Commack Long Island with the following services:
  - Collaborative hiring practices and decision making
  - Reflective Practice and Listening and Communicating Skills for Leadership
  - Reflective Practice for teachers
  - Media assistance through newspaper articles and videos of the school highlighting the positive characteristics and ongoing development in the school

- From February 2017 we provided Chabad Early Learning Center & The Academy of the Arts & Sciences with the following services:
  - Collaborative hiring practices and decision making
  - Reflective Practice and Listening and Communicating Skills for Leadership
  - National Boards Certification and Reflective Practice for teachers
  - Designing contracts for career ladder and team based approach to teaching with peer review and video feedback

e) The New American Initiative, Inc (NAI) CEO Lorraine Scorsone, 9301 Avenue B, Brooklyn NY 11236

f) The New York City Department of Education and The New American Academy Charter School are public sector clients. Since its inception, NAI has been working closely with both organizations.

g) Client references:
  - Lisa Silva, Headmaster of The New American Academy Charter School, 9301 Avenue B, 718 385 1709, lisiva@thenewamericanacademy.org
  - Pepe Gutierrez, Headmaster of PS274, The New American Academy, 275 Harlem River Park Bridge, Bronx NY (718) 901 9703
  - Jessica Saratovsky, Headmaster of PS770, The New American Academy, 60 E 94th St., Brooklyn NY 11212, (718) 221 5837
  - Dina Blelofsky, Principal, Chabad Early Learning Center & The Academy of the Arts & Sciences 212-12 26th Avenue, Bayside, NY 11360, (718) 279 1457

h) The New American Initiative, Inc (NAI) has a unique partnership with the Teacher's Union. Our organization's Board includes Dr. Leo Casey of the American Federation of Teachers, as well as leading management figures such as Eric Nadelstern, former Deputy Chancellor of New York City Department of
Education (NYCDOE), and currently, the Director of Summer Principal's Academy at Columbia University.

We are uniquely positioned to help Hempstead establish contracts with the Teacher's Union. NAI spearheaded an initiative within the NYCDOE that included team-based model, collaborative hiring and decision making, and team-based approach to teaching in the MOA.

Part 2: Cost

a) District shall pay NAI $37,500 monthly for Annual Services in the aggregate amount of $450,000.

b) Cost proposal itemization:

- Hiring Practices: $60,000
  - Help train and institutionalize hiring practice for both teachers and administration that includes:
    - written application
    - reference checks
    - phone interview
    - full day interview with a rubric for every component
  
  After this training, the district will be able to conduct hiring independently of NAI.

- Summer Training at Harvard: $50,000
  - Training for up to 10 personnel from District July 9, 2017 – July 14, 2017.
  - We will provide transportation, accommodations, breakfast and lunch. The training will include:
    - Reflective Practice
    - Building skills in communicating, listening, giving feedback and structure interactions
    - Adult development and our immunity to change
    - Mentoring as a key factor to developmental growth

- Reflective Practice Support: $100,000
  - Select and train someone who will be the Reflective Practice Coach.
  - Institute Reflective Practice in the following areas:
    - Hiring
    - Teaching Induction
    - Development of Teams
    - Helping Institutional National Boards

- Conflict Mediation: $50,000
  - There is $25,000 per three-day workshop fee. We'll offer 2 workshops at Hofstra University for up to 12 personnel from the District. Due to the close proximity, we will not be supplying transportation, accommodations or food.

- Media Relations: $90,000
  - Assess current opinions and beliefs of media concerning the Hempstead Public School District
  - Entry Plan Report with strategic plan by January 2018
Media Strategy with media packets in order to improve the image of the Hempstead Public Schools by highlighting the positive developments taking place in the district. Assist public information officer or spokesperson for the district, and Board members, in how to respond to media requests.

Contract negotiations $100,000

- Arranging inter-visitations with schools that already possess team-based teaching, collaborative time, career ladder, peer review
- Be a liaison for local teachers with NYSUT, as well as national unions like the American Federation of Teachers (AFT), and itemize all the concerns that exist in the current contract. Strategic approach to implement a contract that includes peer review, collaborative time, hiring practice, summer training and reflective practice.
- 12 26th Avenue, Bayside, New York

c) Our usual contract per school ranges from $90,000 - $250,000. This is a district-wide contract in order to build the capacity at a district level.

SCOPE OF SERVICES (cost of each service was itemized in RFP)
Consultant will provide six services for the District that incorporate reflective practice (Hiring Practice, Induction service and training [listed as Summer Training]). Reflective Practice planning for institutionalizing these practices, conflict mediation, media relations and contract negotiations):

1. Hiring Practice:
   Help train and institutionalize hiring practice for both teachers and administration that includes:
   - written applications
   - phone interviews
   - full day interview
   - reference checks
   - Reflective Practice rubric for every component of hiring
   - Training for parents, faculty and administration to familiarize them with the process of hiring in a collaborative, transparent and reflective manner.

After this training, the district will be able to conduct hiring independently of NAI.

Personnel: One Person from NAI will provide full-time support during the summer and part-time during the school year, to begin to train hiring managers from the schools and district, and set up a schedule for the year.

Product: Hiring Manual for District that includes emails, processes and rubrics.

2. Summer Training:
   Training for up to 10 personnel from District July 9, 2017 – July 14, 2017 at the Harvard Graduate School of Education. We will provide transportation, accommodations, breakfast and lunch. The training will include:
Reflective Practice
Building skills in communicating, listening, giving feedback and structure interactions
Adult development and our immunity to change
Mentoring as a key factor to developmental growth

This summer training will serve as a retreat for District leadership in order to learn how teachers will be inducted into reflective practices.

Personnel: Three Harvard professors will provide the training in the summer.

Product: Up to 10 District personnel will be trained during this time.

3. Reflective Practice Support:
Consultant will help the development of both individual and group reflection for the District.

A. Individual reflection
   - National Board Certification for teachers is one of the best approaches to teacher self-reflection. Consultant will help the District become more aware and begin to consider such certification as a milestone for teachers in the District.

B. Group reflection
   - Group reflection is harder in many ways to establish in relation to individual reflection, as a group necessitates a culture of psychological safety. Helping establish such safety is a prerequisite to begin such practice. This is the reason that hiring, induction and yearly supports are critical for the implementation of reflective practices in the district.
   - Help to hire a reflective coach for the district.

Personnel: One full-time project manager for the year with assistance from various personnel at different times of the year.

Product: Introduce National Boards in the mindset of faculty in the District through workshops, conferences or through contract negotiations (see Section 6). Hire and train one Reflective Coach for the District.

4. Conflict Mediation:
When individuals are grouped, conflict is a natural potential result. Training District personnel in conflict mediation that is reflective in nature will help align all members of the school community in common language and help diffuse conflict and transform relationships.

Personnel: Professor and assistant at Hofstra Law School for two three-day workshops in the year.
Product: Up to 12 per session from the District will be trained per session for a total of up to 24 personnel from the District.

5. Media Relations:
Media Relations are often reactive and not proactive in scope. Reflective practice in this area helps the District become more proactive. Consultant will do the following for the District:
- Assess current opinions and beliefs of media concerning the Hempstead Public School District.
- Media Strategy with media packets in order to improve the image of the Hempstead Public Schools by highlighting the positive developments taking place in the district.
- Assist public information officer or spokesperson for the district, and Board members, in how to respond to media requests.

Personnel: One media consultant will provide support for the district for six months.

Product: There will be three products in this area - an Assessment of Hempstead Schools perception in the media, an Entry Plan Report and Media packets for the school district for media consumption.

6. Contract Negotiations:
To help institutionalize Reflective Practice in the District, contract negotiations are critical. Thus, providing support both at a local and national level so that the Local teachers' union feels supported and guided in the process is a primary function of consultant's services. Arranging inter-visitations with schools that already possess team-based teaching, collaborative time, a mastery-based career ladder, peer review, video-taping to improve practice, etc. will help teachers understand the advantage to pilot such practices in the District. Consultant will act as a liaison for local teachers with NYSUT, as well as national unions like the American Federation of Teachers (AFT), and itemize all the concerns that exist in the current contract.

Personnel: CEO will personally assist the District in this sensitive matter. Project manager will arrange intervisitations and help create dialogue with the union at both the local, state and national level.

Product: Consultant aspires to have a Teacher's Union contract that incorporates reflective practices that range from hiring, to induction, to supports for teachers for the year in both individual (National Boards) and group reflective practices in teams.
DURATION OF CONTRACT
This is a one-year contract starting on July 1, 2017 and ending on June 30, 2018

EXHIBIT "B" Fee Schedule

District shall pay NAI monthly for Annual Services in the amount of $450,000. Each payment should be done on the 1 of the month, beginning in August 2017, for services rendered. Work will be itemized with supporting documentation in an invoice presented to the District at the end of each month highlighting NAI cost for the services rendered for the month.

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<table>
<thead>
<tr>
<th>Position</th>
<th>Cost/Hour</th>
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<tbody>
<tr>
<td>CEO Level</td>
<td>$500</td>
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<tr>
<td>Master Level</td>
<td>$200</td>
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<tr>
<td>Partner Level</td>
<td>$100</td>
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<tr>
<td>Associate Level</td>
<td>$50</td>
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<table>
<thead>
<tr>
<th>Activity</th>
<th>Actions</th>
<th>Deliverables/Impact</th>
<th>Personal/Participants</th>
<th>When/Timelines</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Hiring</td>
<td>Hiring expert will codify all reflective hiring practices for Tempesta.</td>
<td>1. A Tempesta &quot;How To Handout” that is both electronic and hard copy for hiring. 2. Begin to form committees and train personnel to best hiring practices that are reflective in nature.</td>
<td>1. B Master Level($100 per hour)</td>
<td>160 hours, Summer 2017</td>
<td>$32,000</td>
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<td>Hiring will be conducted and equitable and a hiring rubric will be implemented.</td>
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<td>140 hours, September 2017- June 2018</td>
<td>$28,000</td>
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<tr>
<td>Summer Training</td>
<td>Participants will be able to: 1. Recognize and understand the 16 Myers Briggs personality types and communicate more effectively 2. Begin to use skills in communicating, listening, giving feedback and structure interactions 3. Begin to understand how adult</td>
<td>8-10 District Personnel</td>
<td>8-10 District Personnel</td>
<td>July 9, 2017 - July 14, 2017</td>
<td>$50,000</td>
</tr>
<tr>
<td>Reflective Practice Support in Hemphord</td>
<td>Help instigate individual and group reflective practice in Hemphord</td>
<td>1 Collaborate with NIPTS consultant who will plan how to introduce and roll out the NIPTS Knowledge to staff which includes NIPTS Standards for teachers, the Architecture of effective teaching, and the NIPTS 5 Core Principles 2 Help through reflective practice such as for teachers: 3 Coordinate 1st aspect of this agreement: Hemphord Summer Training, Reflective Practice Support, Conflict Mediation, Media Relations and Contract Negotiation 4 Address the CFO and the Superintendent as systematically developing, training, and guiding a Reflective Coach using face-to-face, video, and conference call techniques</td>
<td>1.0 Associate Level ($10 per hour)</td>
<td>1,500 hours, September 2017 - June 2018</td>
<td>$60,000</td>
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<tr>
<td>Help instigate individual reflective practice in Hemphord</td>
<td>A plan to roll out NIPTS to Professional Development communities</td>
<td>1.0 Parace Level ($100 per hour)</td>
<td>200 hours, September 2017 - June 2018</td>
<td>$20,000</td>
<td></td>
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<tr>
<td>Help instigate individual and group reflective practice in Hemphord</td>
<td>1. Reflective Coach Expert will systematically support, train and guide a Reflective Coach using face-to-face, video, and conference call techniques 2 Non-stop hiring criteria for a Reflective Coach 3 Engage in a mentoring relationship 4. Inspire and support both pedagogies through thematic practice for example, techniques include: 5. Mind mapping, template, reflective practice, group critique, usage, responsive, 6. Reflective communication application and other learning application 7. Reflective coach is hired</td>
<td>1.0 CCO Level ($150 per hour)</td>
<td>40 hours, September 2017 - June 2018</td>
<td>$30,000</td>
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<tr>
<td>Conflict Mediation</td>
<td>Train high level district personnel in conflict transformation techniques</td>
<td>Conflict mediation will be experienced in seminars - watching videos, role-playing, shared readings and discussions. District/school community will begin to use a common language that will help define conflict and transform relationships</td>
<td>3 day workshop day 1-3, August 2017 - July 2018</td>
<td>$50,000</td>
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<td>Media Relations</td>
<td>Develop and introduce media packets and entry plan</td>
<td>1. District Media Relations will begin to create a positive public image through media packets and entry plan 2. Entry Plan Report with a strategic plan will be facilitated by analyzing the collected data from assessment tools</td>
<td>1.0 Master Level ($200 per hour)</td>
<td>2 workshops, 250 hours, August 2017 - January 2018</td>
<td>$30,000</td>
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<tr>
<td>Strategic media plan</td>
<td>Coordinate with social media for $100,000, a reactive and aggressive media strategy.</td>
<td>1.0 CCO Level ($500 per hour)</td>
<td>40 hours, July 2017 - June 2018</td>
<td>$20,000</td>
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<td>Contract Regulations</td>
<td>Support contractual negotiations</td>
<td>Dialogue with District/annual contract negotiations</td>
<td>1. Arrange inter-union relations and help arrange dialogue with the unions at both the local, state and national level 2. Gather research on best practices throughout the country. In career ladder, team-based approach and collaborative decision making principles</td>
<td>10 Associate Live ($250 per hour)</td>
<td>600 hours, July 2016 - June 2018</td>
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<td>1. Schools will learn from NAIA schools and gain deeper knowledge of how centers can support NAIA values and mission 2. Union and District will begin to dialogue using NAIA Language, values and mission statement</td>
<td>10 CFO Level ($500 per hour)</td>
<td>100 hours, July 2017 - June 2018</td>
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<td>Travel, lodging and related expenses</td>
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<td>Subtotal</td>
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<td></td>
<td>Total</td>
<td>$350,000</td>
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